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**MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
FRISCO TOWN HALL
1 MAIN STREET
FRISCO, COLORADO 80443
MARCH 24, 2026
5:00 PM**

WORK SESSION

Agenda Item #1: Xcel Energy Utility Thermal Energy Network Project Update and Recent Experience with Planned Electricity Outages Discussion

Agenda Item #2: Frisco Backyard Recreation and Fuel Reduction Project Update

BREAK FOR DINNER 6:30PM - 7:00PM

REGULAR MEETING

Call to Order:

Rick Ihnken, Mayor

Roll Call:

Rick Ihnken, Andy Held, Martin Allen, Robyn Goldstein, Dan Kibbie, Zach Ryan, Elizabeth Skrzypczak-Adrian

Presentations:

Police Officer Award Presentations: Officers Freeman & Smith

Public Comments:

Public Comment is reserved for items not slated for a public hearing on the meeting's agenda. If you plan to comment on an item already slated for a public hearing later on the meeting's agenda, please wait until that item is announced and public comment is requested at that time. State your name and address for the record, and limit comments to three minutes or less. No Council action is taken on Public Comments at Council meetings. Council takes public

comments under advisement, and if a Council and/or Staff response is deemed necessary or appropriate, the individual making the comment will receive a formal response from the Town at a later date. Be sure to sign in at the Welcome Table at each meeting if providing in person Public Comment, and include contact information for follow up communication.

Mayor and Council Comments:

Staff Updates:

Police and Court Activity - February 2026

Finance Department Report - February 2026

Consent Agenda:

Warrant List

Purchasing Cards

Minutes from March 10, 2026 Meeting

Home Rule Charter Code Review: Chapters 11 & 15

New Business:

Agenda Item #1: First Reading Ordinance 26-08: AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 BUDGET

Agenda Item #2: Resolution 26-11: A RESOLUTION FOR THE CONSTRUCTION MANAGER AT RISK (CMAR) WELL #7 PFAS TREATMENT FACILITY CONSTRUCTION GMP

Executive Session:

Agenda Item #1: AN EXECUTIVE SESSION PURSUANT TO SECTION 24-6-402(4)(b), C.R.S., TO RECEIVE LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS RELATED TO: (1) LITIGATION KNOWN AS TOWN OF FRISCO v. MWGOLDEN CONSTRUCTORS, ET AL.; AND PURSUANT TO SECTION 24-6-402(4)(e), C.R.S., TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATION AND TO INSTRUCT NEGOTIATORS IN PREPARATION FOR MEDIATION AND SETTLEMENT NEGOTIATIONS IN SAID LITIGATION

Adjourn:

Estimated Start Times for items are estimates only - it is recommended to arrive early if there is a particular item of interest on the Agenda, should the Council be running ahead of schedule. Town Council Agendas can legally be amended up until 24 hours prior to the beginning of the scheduled meeting.

Questions: Stacey Campbell, Town Clerk | townclerk@townoffrisco.com | (970)668-5276



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL

FROM: PETE SWENSON, FRISCO NORDIC CENTER AND TRAILS MANAGER

RE: WORK SESSION: FRISCO BACKYARD FUELS AND RECREATION PROJECT UPDATE

DATE: MARCH 24, 2026

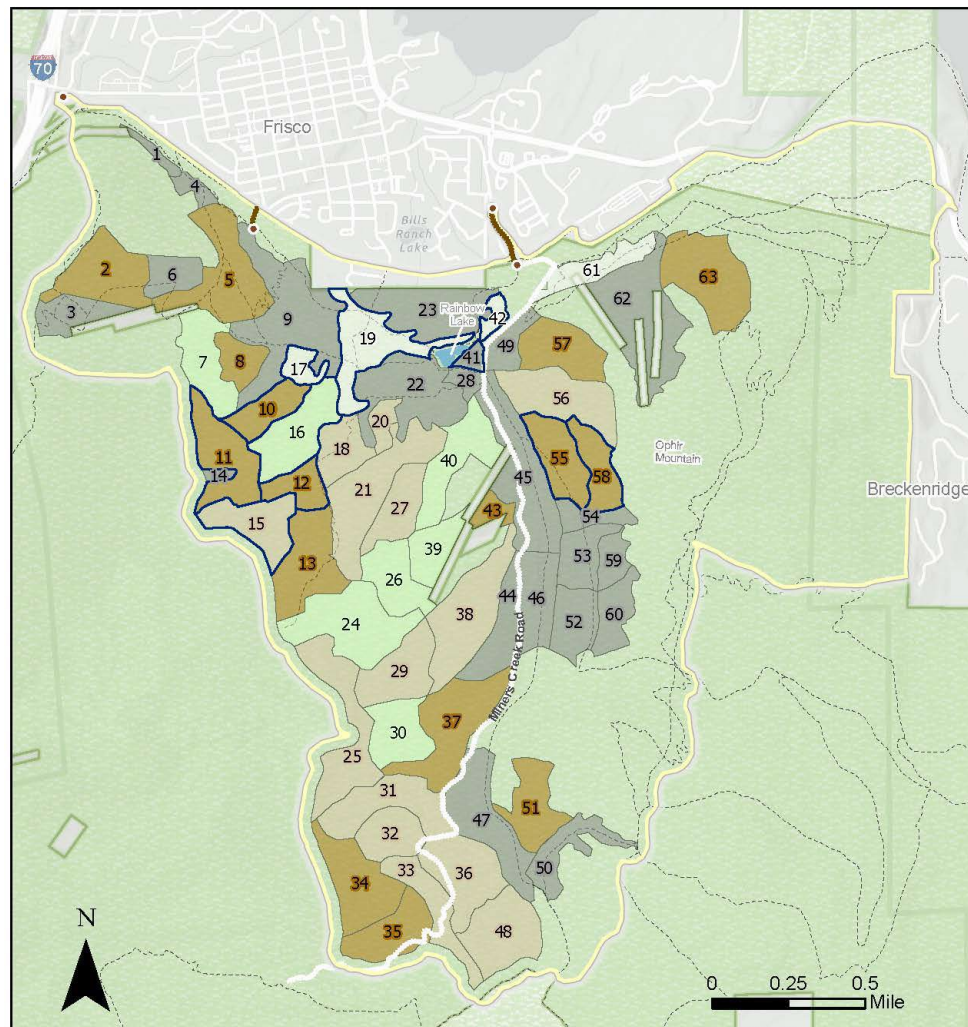
Summary and Background:

At the March 24, 2026 work session, Sam Massman, Acting District Ranger for the White River National Forest and Kat Gray, Fuels Planner for the White River National Forest, will provide an update to the Council on the Frisco Backyard Fuels and Recreation Project. The USDA Forest Service officially approved the Environmental Assessment ("EA") on February 18, 2026, for the Frisco Backyard Fuels and Recreation Project. See Attachment 1 for the Final Decision Notice and Finding of No Significant Impact.

This project has been in the planning phase for over 3 years with the USFS, Denver Water, and Town of Frisco providing funding. Implementation partners will include Town of Frisco, United States Forest Service ("USFS"), Summit County, Denver Water, Colorado State Forest Service, the National Forest Foundation and FDRD. The Town has been under contract with SE Group Inc. (Snow Engineer Inc.) who have been preparing the planning documents for the Town and USFS since 2022. As a part of the planning process the Town and USFS hosted several public open houses along with 30-day public scoping and comment periods. In response to public comments early in the process, the project design changed considerably to ensure that fuels reduction and recreation experiences were prioritized equally and that the project reflects a balanced approach between mitigating fire danger and maintaining high quality recreation experiences.

The project will occur within a 3,026-acre area adjacent to the Town of Frisco known by residents as the "Backyard." The Backyard encompasses the land generally south and east of downtown Frisco, including parts of Mount Royal, Miners Creek, Rainbow Lake, Ophir Mountain, and near Gold Hill. The majority of this 3,026-acre area is composed of National Forest System (NFS) lands, of which 90 acres are private inholdings. In October 2022, the area became a part of the Camp Hale-Continental Divide National Monument via presidential proclamation.

The approved activities, as described in the EA, include both fuel treatments and recreation improvements. Specifically, the selected alternative includes 1,576 acres of fuels treatments, divided into 63 treatment units. 95% of the project area will be treated by hand crews using chainsaws to create piles for future burning. Pile burning will be used to dispose of cut and pile trees in all units; some chipping and public firewood collection will occur in limited areas. Material will not be hauled offsite for disposal. The selected alternative also includes four categories of recreation improvement actions: summer use trail improvements; winter use trail improvements; trailhead access, parking improvements; as well as a combination of restoration and improvements to Rainbow Lake and Masontown. In addition, the project authorizes the Forest Service to issue a Special Use Permit to the Town of Frisco to assist with management of the area into the future.



Existing

- National Forest System Trails
- Access Roads
- National Forest System Land
- Camp Hale Continental Divide National Monument Boundary

Proposed

- Project Area
- Trailhead Improvements
- Fuel Break Zone
- Dead Only
- Dead and Patch Cut Live Lodgepole
- Dead and Live Lodgepole
- Aspen Enhancement
- Maintenance

Town of Frisco Backyard
Fuels and Recreation Project



Prepared by:
SE GROUP

Analysis:

The Forest Service is ready to move forward with implementing the project. Communication is already occurring between the Town and Colorado State Forest Service (“CSFS”) who will begin marking boundaries of forest treatment areas over the upcoming weeks. Colorado State Forest Service will have an agreement with the Town prior to beginning treatments and will send maps and updates as work occurs. Once piles are on the ground, they will likely need to sit and dry for several years before burning.

Implementation for this large project will occur in phases. Phase 1 for fuels is about 500 acres (1/3 of the project) in the areas closest to Town between Mount Royal and Ophir Mountain.

This summer’s implementation:

- CSFS mark unit boundaries
- CSFS issue a RFP for doing the fuels work this summer
- USFS and local fire cooperators may begin cutting and piling some units this summer
- USFS is working with Town, County, National Forest Foundation on funding the recreation portions of the project and will be cooperating on submitting grant proposals this spring/summer
- Town of Frisco begins trail work in units after the fuels treatments are done
- USFS, Town of Frisco and NFF are working to complete designs for the improved Zach’s Stop TH with the hope of implementing this project late summer 2026 or 2027

Financial Impact:

The Town has been under contract with Sno-Engineering Inc. to prepare and submit planning documents in association with the Environmental Assessment. Snow Engineering, Inc. has not exceeded the cost of the 2nd Amendment to the contract and Staff will be closing out the existing contract over the upcoming months.

In the capital budget, the Town has \$150,000 budgeted annually for the next five years for Trail Construction and Enhancement. This money is primarily allocated to Peninsula Recreation Area (“PRA”) trail maintenance and improvements along with Backyard trail construction. The Town will be actively pursuing all potential financial opportunities over the next ten years to ensure that work occurs as outlined and approved in the EA. This will include applying to grants as well as local, state, and federal funding that becomes available.

Staff Recommendation:

Staff recommends the Council be prepared to ask Sam Massman and Kat Gray any questions they may have about the project.

Alignment with Strategic Plan: Completion of hazardous fuels mitigation and improvement of the trail network in the Frisco Backyard area supports the Council’s strategic objective of providing progress-driven quality core services, including the pillar of Environmental Stewardship.

Environmental Sustainability: The overarching focus of this project is to reduce hazardous fuels and risk of wildfire and create more sustainable recreation opportunities in the Backyard area. Mitigation of hazardous fuels on USFS lands adjacent to the Town of Frisco will improve forest health while reducing the potential impact of wildfire to the Town. Trail system improvements in this area will be required to follow current USFS management best practices for trail construction, which will reduce erosion and sedimentation.

Reviews and Approvals:

- Diane McBride, Assistant Town Manager
- Tom Fisher, Town Manager

Attachments:

- Attachment 1 – Final Decision Notice and Finding of No Significant Impact
- Attachment 2 – Backyard Summer and Winter Trail Maps



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Rocky Mountain Region/ White River National Forest

February 2026

Town of Frisco Backyard Fuels and Recreation Project

Final Decision Notice and Finding of No Significant Impact

Dillon Ranger District, White River National Forest, Summit County, Colorado

Project Webpage: <https://www.fs.usda.gov/r02/whiteriver/projects/63395>

For More Information Contact:

Kathleen Gray
White River National Forest, Dillon Ranger District
680 Blue River Pkwy, Silverthorne, CO 80498
Email: kathleen.gray@usda.gov.

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Introduction and Background

This notice documents my decision for the Town of Frisco Backyard Fuels and Recreation Project and my rationale for this decision. It also documents my finding that this project will not have a significant impact on the quality of the human environment. My decision is based on and supported by the Town of Frisco Backyard Fuels and Recreation Project Environmental Assessment (EA). The project area is defined as a 3,026-acres area adjacent to the Town of Frisco, Colorado, known by residents as the “Backyard.” The Backyard encompasses the land generally south and east of downtown Frisco, including parts of Mount Royal, Miners Creek, Rainbow Lake, Ophir Mountain, and near Gold Hill. The majority of this 3,026-acre area is composed of National Forest System (NFS) lands, of which 90 acres are private inholdings. In October 2022, the area was designated as part of the Camp Hale-Continental Divide National Monument (the Monument) via Presidential Proclamation. The Colorado Trail/Continental Divide National Scenic Trail (CT/CDNST) also crosses the southernmost portion of the project area (refer to the attached [Figure 1. Project Area](#)). Importantly, 1,492 acres of the project area is located within the wildland urban interface (WUI), as identified by the Summit County Community Wildfire Protection Plan (CWPP), and experiences high recreation use by residents and visitors.

Purpose and Need for Action

The purpose of the proposed action is to:

1. Reduce high-intensity wildfire risk to the project area, adjacent private property, critical infrastructure, and firefighters.
2. Improve the trail system and recreation facilities to meet the needs of multiple user groups while considering local and visitor needs.
3. Strengthen the resilience of the Monument’s natural, historic, cultural, and Tribal objects to wildfires and recreational activities; and
4. Balance a high-quality recreational experience with effective wildfire risk mitigation in the Backyard.

For more information on the purpose and need for action, please refer to page 4 of the Final EA.

Decision and Reasons for the Decision

After thoroughly considering the purpose and need for action, resource issues, range of alternatives, and analyses presented in the EA, as well as public comments received during this process, my decision is to approve the proposed action as the selected alternative. The selected alternative includes project-specific design criteria (PDC) to minimize and avoid impacts to sensitive resources. The selected alternative consists of the following specific actions:

- Approximately 1,576 acres of fuels treatments;
- Summer use trail improvements;
- Winter use trail improvements;
- Trailhead, access, and parking improvements; and
- Restoration and improvements to Rainbow Lake and Masontown.

Additional detail about these actions is provided in the *Selected Alternative Description* section below.

Rationale for My Decision

In reaching my decision, I relied heavily upon the Interdisciplinary Team (ID Team) of resource specialists who analyzed the effects of the selected alternative as documented in the EA. I considered the following issues and concerns: effects to fire and fuels, recreation, heritage, hydrology and wetlands, scenery, soils, special designated areas, wildlife and aquatic species, air quality, and climate change. I recognize that certain resources were not carried forward for detailed analysis for the EA; those resources were considered by the ID Team but not analyzed in detail based on supporting rationale. I reviewed the PDC included in the EA, as well as public comments received during the 30-day scoping period and 60-day Draft EA comment period. I also thoroughly considered how the selected alternative will respond to the stated purpose and need.

My decision involved weighing several considerations, including identifying the most effective fuels treatments that will reduce wildfire risk to the community while balancing the need to provide high-quality, sustainable recreational experiences in one of the most heavily visited places in the White River National Forest (there are over 251,000 annual visits to the Frisco Backyard). I feel my decision aligns with the purpose and need of the project and will more sustainably manage high levels of visitation and improve the recreation experience for users within the Backyard, while also decreasing the threat of high-intensity wildfire to the Town of Frisco and to sensitive resources, including historical sites and cultural resources of the Monument. My decision incorporates PDCs designed specifically to address the issues and concerns brought forward by the community including seasonal restrictions on project implementation in elk calving and winter range habitat and requiring the White River National Forest to alert the Colorado Trail Foundation and Continental Divide Trail Coalition prior to implementation of fuels treatments or recreation improvements near the CT/CDNST in order to minimize impacts to trail users.

My decision meets the requirements of the National Environmental Policy Act (NEPA) and best responds to the purpose and need of the project while being responsive to public feedback. Through this process, I heard from organizations, partners, and members of the community who offered both support and differing viewpoints and concerns. After considering all of the information and public comments, I believe the selected alternative best meets the purpose and need for action and addresses concerns brought forward during the scoping and Draft EA comment period process. The rationale for my decision is further detailed below.

Fire and Fuels

At the time the project was initially scoped, the proposal included a range of potential fuel treatments on up to 1,233 acres within 11 units; prescription intensities ranged from removal of only dead and down trees to the removal of all dead and live lodgepole pine trees. Comments received during the scoping period requested more information about the desired conditions within the project area, expressed concerns about how fuels treatments would affect recreational experiences, questioned how treatments would reduce fire behavior and risk, and requested specific information related to the type and location of proposed fuels reduction treatments.

In response to these concerns, a team that included wildland firefighters, fuels planners and recreation specialists reviewed and modified the proposed action by reducing the size and increasing the number of the individual units to allow for a more nuanced approach. Tailored prescriptions were developed and desired conditions assigned to each unit to better balance fuels reduction and fire mitigation while maintaining recreational values. Additionally, modeling was completed to understand fire behavior under current and future conditions. Specifically, the fire hazard simulation model FlamMap was used to model

flame length and other fire behavior metrics throughout the project area. According to this analysis, approximately 39 percent of the project area could exhibit flame lengths greater than 4 feet in a wildfire under current conditions, which would be too intense to contain with hand tools and would present safety hazards to firefighters. Under the selected alternative, approximately 28 percent of the project area would exhibit flame lengths greater than 4 feet, demonstrating a decrease in fire intensity and alignment with the purpose and need of the project to reduce high-intensity wildfire risk to the project area, adjacent private property, critical infrastructure, and firefighters. Firefighters from the Forest Service, Summit Fire & Emergency Medical Services and Red, White & Blue Fire Protection Districts were engaged throughout the process to ensure the treatments also reflect a practical approach from a firefighter perspective to mitigating wildfire risk to the local community with maintaining recreational values in a very popular area.

One comment that came up during the comment periods expressed concerns over the presence of grass fuel types within the project area and whether the proposed treatments could cause more grass to be present, increasing the risk of a rapidly spreading wildfire. I recognize the concern of fast spreading grass fires that have occurred in places like Marshall, Colorado, and Lahaina, Hawaii in recent years. In response to this comment, the fire and fuels analysis was revised to clarify that grass fuel types are present on 1.3 percent of the existing project area and, under the selected alternative, the presence of these grass fuel types are expected to stay the same. Within the project area, fire behavior from grass fuel types are generally not very intense because surface fuel loads are light and discontinuous, and foliage contains little volatile material. Grass fuels will not be a significant carrier of a wildfire in treated areas and will not contribute to increased wildfire behavior in the project area. Local wildland firefighters and fuels specialists confirmed that it is the dense forest and the high amount of dead trees on the forest floor within those stands that is concerning from a wildfire risk perspective.

I have determined, therefore, that the selected fuel treatments will decrease the risk of a high-intensity wildfire impacting sensitive resources and the surrounding community.

Recreation Experience

During both the scoping and Draft EA comment periods, commenters expressed that while they supported the effort to reduce hazardous fuels, they were concerned about adverse impacts to the recreation experience of the project area. Recreation experience is inherently subjective; however, commenters expressed the importance of the mature forests in the Backyard contributing to their recreational experience. Many visitors go to the project area because of the secluded, quiet environment that the mature forest creates.

To respond to these comments, fuels treatments were modified following the scoping period to balance effective fuels reduction with maintaining a desirable recreation experience. In areas where more recreational use occurs and more recreational resources exist, such as trails, treatment prescriptions were modified to preserve more of the existing forest. The highest concentrations of recreational use in the Backyard are in the northern end of the project area near the Town of Frisco, Rainbow Lake, Masontown, Mount Royal, and along the Miner's Creek valley; in these areas the intensity of fuels treatments was reduced to focus primarily on the removal of dead and down trees only. To meet fuels reduction and wildfire mitigation goals, more intensive fuels treatments occur in places farther south in areas with less recreational use and fewer trails. Overall, fuels treatment units and proposed trails and recreation improvements were considered together across the project area, and proposed actions were modified at the same time in order to provide a balance.

Winter recreation was also considered in designing fuels treatments. The mature forest protects snow conditions for cross country skiing on trails while tree removal can improve opportunities for backcountry skiing off-trail. Therefore, along the most popular cross country ski trails less intensive fuels treatments will occur, while in areas such as the north aspect of Ophir Mountain and the east aspect of Mount Royal treatments are designed with improved backcountry skiing opportunities in mind.

During scoping there were no comments related to E-Bikes; however, during the Draft EA comment period a number of comments were received both supporting and opposing the addition of E-Bikes to the Frisco Backyard trail system. With over 251,000 annual visitors to the project area, a trails system that already is in need of significant upgrades to make it more sustainable and to address conflict between higher speed and lower speed users, a local community that is divided on adding E-Bikes to additional backcountry trails, and numerous existing E-Bike opportunities in adjacent areas, additional E-Bike use was not included in this project. Within the project area, Class 1 E-Bikes will continue to be allowed on the paved recreation path, and all E-Bikes will continue to be allowed on Miner's Creek Road. Connecting directly to the project area, all soft surface trails in the Frisco Peninsula Recreation Area are open to class 1 E-Bikes and all 55 miles of the paved recreation path system across Summit County is also open to Class 1 E-Bikes. Adding E-Bikes to soft surface trails within the project area or other locations on the Dillon Ranger District can be considered in a separate analysis in the future.

Several comments were received during the comment period concerning the proposed parking improvements at the Upper and Lower Miner's Creek Trailheads. Currently there is a trailhead on County Land (Lower Miner's Creek Trailhead), a trailhead on Forest Service land (Upper Miner's Creek Trailhead), and approximately 25 user created parking spots along the first half-mile of Miner's Creek Road. This project will consolidate parking in one trailhead location at Miner's Creek; an increase in parking capacity is not proposed. From a visitor safety perspective, the consolidated trailhead would be located on Summit County land on the north side of the Vail Pass-Frisco-Breckenridge paved recreation path because visitors would not need to drive across the busy pathway to access parking. As this location is not within the Forest Service's jurisdiction, the White River National Forest and Summit County will continue working together on what a consolidated trailhead could look like in this area. Any future public engagement for a consolidated trailhead on County land would be led by Summit County.

Finally, I realize that throughout implementation of this project visitor experiences may be impacted as they encounter fuels reduction and recreation work crews, see created openings and burn piles from several trails, including from the CT/CDNST, and experience short term closures. Overall, I believe that the actions that will be taken to mitigate fire risk and improve the trail system outweigh the impacts that will occur during project implementation. I have determined, therefore, that the selected alternative appropriately balances the need for reducing the risk of wildfire while maintaining the recreation experience of the project area.

Silviculture

During the scoping and Draft EA comment periods, some commenters were concerned about the creation of large forest openings and the succession of species that will occur within treatment units while other commenters were concerned that fuels treatments were not intensive enough. One commenter expressed the opinion that without treatment, the current stands of lodgepole pine will evolve into a diverse succession of spruce and fir climax species. In response to these wide variety of comments, the proposed action was modified after scoping to include a greater number of smaller sized units and to define specific fuel treatments that included a wider variety of treatments differentiated by desired conditions. These treatments were selected based on forest cover type, topography, hydrology, recreational values including the presence of trails and roads, and unit size. In addition, the analysis clarifies that lodgepole pine have

evolved with high-intensity, stand replacing fire. Additional text and analysis were added to the Final EA describing that not all lodgepole forests are destined to become spruce/fir in their climax state and that fuels treatments aim to promote the expansion of aspen stands and overall species and age-class diversity across the project area. Applying a variety of fuel treatments towards the goal of maintaining a diverse forest mosaic constitutes a sensible fire risk mitigation strategy (Stone et al. 2004). Further, the Forest Vegetation Simulation (FVS) modeling has shown that trees per acre and basal area¹ decreased following treatment, resulting in a reduction in forest density, dead trees per acre, and fuel loading.

The 2002 White River National Forest Land and Resource Management Plan (2002 Forest Plan) includes Silviculture Standard 5 that states the maximum size of openings created by even-aged management will be 40 acres, regardless of forest type, with the following exceptions:

- When proposals for larger openings are approved by the Regional Forester after a 60-day public review;
- When larger openings are the result of natural catastrophic conditions; or
- When the area that is cut does not meet the definition of created openings.

Treatments over 40 acres in size were approved by the Regional Forester on October 31, 2025, after a 60-day public review. No public comments related to openings over 40 acres in size were received.

Overall, because the approved fuel treatments will decrease the fuel loading within the project area and promote species and age-class diversity, and given authorization from the Regional Forester for openings larger than 40 acres, I have determined that the selected alternative with incorporation of PDCs, will not have a significant impact on silviculture resources.

Heritage

Approximately 2,815 acres of the 3,026-acre project area overlap with the newly designated National Monument. Heritage and cultural resources present within the project area include historic industry (fur trade, logging, mining, farming, and ranching), settlement, linear resources (transportation and irrigation), Tribal use of the area, and recreational themes. A Class II survey was completed for the 3,026-acre project area and in consultation with the State Historic Preservation Office determined that fuel treatments and recreation improvements will have no adverse effect and will create long-term beneficial effects on historic sites and cultural resources, as the risk of high-intensity wildfire and impacts from users traveling off-trail will be decreased. I have approved specific PDC that restrict project activities around eligible sites and require consultation with the project archaeologist before and during project implementation. The selected alternative aligns with the purpose and need to increase the resilience of the Monument's natural, historic, and tribal objects. I have determined, therefore, that the selected alternative will not adversely impact heritage resources but instead create long-term beneficial effects for these resources.

Hydrology and Wetlands

Concerns were raised from the public about the potential adverse impacts to hydrology and wetlands as a result of the selected alternative. Some commenters were concerned that fuel treatments will increase sedimentation and erosion throughout the project area, while others were concerned that clearing of trees will increase snow sublimation and decrease water availability in the spring. Others were also concerned that existing trails overlapped wetland areas, and that a natural wildfire will increase erosion in the project

¹ Basal area is a term often used to describe stand density. It is usually measured in square feet and describes the amount of area occupied by tree stems across an acre.

area. A full pedestrian survey was completed for the project area to determine the presence of hydrologic features. Several streams, wetlands, and fens were found to be present throughout the project area. Analysis showed that both the fuel treatments and the recreation improvements will have long-term beneficial effects to hydrologic resources as the threat of high-intensity wildfire will decrease and several trails will be relocated out of sensitive wetland areas. Specifically, 14 existing stream crossings will be decommissioned, and 30 crossings will be evaluated and improved to adhere to sustainable trail design standards and practices. Additionally, analysis demonstrates that the treatments and maintenance aimed at removing lodgepole and retaining aspen, spruce, and fir will promote species diversity, contributing to a shift in species composition to mature late-successional species that retain snow for longer periods and increasing soil moisture. I have approved several PDC to reduce potential adverse impacts to hydrologic features. These include minimizing actions such as the use of heavy equipment and the construction of landings and skid trails within the water influence zone (WIZ); retaining live trees and only allowing chainsaw felling of dead trees within wetlands and the WIZ. Further, typical best management practices and PDCs for minimizing erosion, sedimentation, and contamination of hydrologic features during project implementation are required. I have determined, therefore, that adverse effects to hydrologic features will be minimized and long-term beneficial effects will occur.

Wildlife

Several commenters expressed concerns about impacts to wildlife, specifically to elk, Canada lynx, and raptors both during and following project implementation. Approximately 1,425 acres (47 percent) of the project area occur within Colorado Parks and Wildlife elk winter range habitat, and approximately 40 acres (1.3 percent) of the southeastern corner of the project area overlaps with Colorado Parks and Wildlife elk production habitat. After scoping, fuel treatments and recreation improvements were refined in response to comments from Colorado Parks and Wildlife. Specifically, trail 64, which provides a trail connection to Summit High School, was shifted north and closer to the existing Iron Springs access road; the downhill bicycle trail descending the north side of Ophir Mountain was shifted west and closer to the concentration of trails along Miners Creek road; and several trail loops were created along the shoulders of Miner's Creek that direct users back to the established trail system on either side of Miner's Creek Road. Overall, recreation improvements are designed to concentrate recreational use at the north end of the project area and reduce trail mileage within MA 5.43 - Elk Habitat. In addition, specific PDC will be implemented in order to mitigate effects to elk including restrictions on fuels and trails work in elk winter range habitat from December 1 to April 14 and in elk production habitat from May 15 to June 20.

The entirety of the project area is located within the Breckenridge Lynx Analysis Unit with approximately 1,558 acres of the fuel treatments located within mapped Canada lynx habitat. During the full pedestrian biological survey, much of the mapped higher quality habitat was noted to actually be low quality due to past management activities and high levels of human presence and recreation. Although presence of Canada lynx within the project area is low, the project will have effects on habitat effectiveness for Canada lynx. In collaboration with the Forest Service Wildlife Biologist the selected alternative was modified to include certain stipulations for maintenance thinning to decrease impacts on Canada lynx. Specifically, text was added to describe that under the current 2002 Forest Plan, which incorporates the Southern Rockies Lynx Amendment, there are limitations to the total amount of thinning that can be conducted within lynx habitat. The maintenance thinning treatments will be evaluated at the time of implementation to ensure compliance with this limitation. Additionally, although the selected alternative could have impacts on Canada lynx, these impacts are expected to be less than what would be expected under the no action alternative if a wildfire were to occur and if unmanaged recreation were to continue. Therefore, it was determined that the project may affect, but is not likely to adversely affect Canada lynx

and its habitat. The United States Fish and Wildlife Service concurred with this determination on July 23, 2025.

Peregrine falcons also have suitable foraging habitat within the project area. Suitable nesting habitat for peregrine falcons is not present within the project area; however, a historic nest site is located just outside the project area to the northwest and an established nest buffer overlaps the northwest portion of the project area. Additionally, northern goshawk, boreal owl, and olive-sided flycatcher have potential habitat within the project area and could be affected by activities. However, it has been determined that given the abundance of suitable habitat adjacent to the project area and through the inclusion of PDC to require pre-implementation nesting surveys and limited operating periods if a nest is found, impacts to peregrine falcons and other birds is expected to be mitigated.

Overall, through the inclusion of various PDC, I have determined, that short-term adverse effects to wildlife species will be mitigated and long-term beneficial effects will occur as habitat quality improves for various wildlife species.

Selected Alternative Description

A detailed description of the individual project components can be found in the EA. All components of the selected alternative will occur within the 3,026-acre project area as depicted in the attached selected alternative figures (see [Figure 2](#), Fuel Treatment Approved Action, [Figure 3](#), Approved Recreation Improvements – Summer Use, and [Figure 4](#), Approved Recreation Improvements – Winter Use). For a list of all PDC associated with the selected alternative, please see [Table A-1](#) in *Appendix A*.

Fuels Treatments

The selected alternative includes 1,576 acres of fuels treatments, divided into 63 treatment units, covering a total of 52.1 percent of the project area. [Table 1](#) below identifies the area in acres selected for treatment under each prescription; these treatments are also depicted in [Figure 2](#).

Table 1. Area of Treatment by Prescription under the Selected Alternative

Treatment Prescription	Area (acres)	Treatment Description	Treatment Purpose
Dead only	473.8	Cut dead trees only; leave all live trees	Wildfire mitigation
Dead and patch cut live lodgepole	407.2	Cut dead trees; Cut live lodgepole pine in less than 10-acre patches that total to less than 50 percent of the unit area; Leave live aspen, spruce, fir	Wildfire mitigation
Dead and live lodgepole	432.5	Cut dead trees; Cut live lodgepole pine; Leave live aspen, spruce, fir	Wildfire mitigation
Aspen enhancement	197.7	Cut dead trees; Cut live lodgepole pine specifically to encourage the growth of aspen stands; Leave live aspen, spruce, fir	Increase aspen forests; wildfire mitigation
Maintenance	65.1	Thinning of previously treated lodgepole pine stands in the next 15-25 years	Wildfire mitigation
Total	1,576.3		

Almost all units will be treated using chainsaws (1,496 acres or 95 percent of the project area); a small area will be treated using heavy equipment (78.6 acres or 5 percent of the project area). There are five

treatment prescriptions across the different units. The EA provides rationale for prescription treatments of each unit. Pile burning will be used to dispose of cut and pile trees in all units; some chipping will occur in limited areas and public firewood collection will be available along Miner’s Creek Road. Material will not be hauled offsite for disposal. Please refer to the EA for a detailed description of treatment prescriptions, treatment methods, and other vegetation management activities such as noxious weed management and tree regeneration surveys.

Table A-2 within *Appendix A* identifies each treatment unit by number and provides each unit’s area in acres, area within the WUI, dominant species, treatment prescription and methodology, and recreation or fuels prioritization.

Recreation Improvements

The Backyard is a beloved recreation hub for residents and visitors alike and is highly used throughout the year with over 251,000 annual visits. To address the purpose and need, the selected alternative includes four categories of recreation improvement activities: summer use trail improvements; winter use trail improvements; trailhead, access, and parking improvements; and a combination of restoration and improvements to Rainbow Lake and Masontown. The EA describes these categories in detail. Table A-3, Table A-4, and Table A-5 included in *Appendix A* identify each trail segment selected for action by trail name and/or number, and provides the length, management objective, and allowable use. Summer trails improvements include 41.3 miles of trails improvements, refer to Table 2 below and Figure 3, as well as Table A-3 and Table A-4 in *Appendix A*.

Table 2. Approved Summer Use Trail Improvements

Trail Improvement Type	Length (miles)
NFS Trails to be Decommissioned	3.2
NFS Trails to be Reconstructed, Rerouted, or Improved	12.3
NFS Trails to be Constructed	4.7
Non-NFS Routes to be Adopted and Maintained as NFS Trails	14.3
Non-NFS Routes to be Decommissioned	6.8
Total Trails Actions	41.3

Note – Totals may not sum due to rounding

Winter trails improvements include allowing bicycles during the winter season on all trails that are open to bicycles during the summer season, and authorizing winter grooming for multiple uses (skiing, snowshoeing, hiking/walking, running, bicycling, etc.) on 10.2 miles of trail - these trails are depicted on attached Figure 4 and identified in Table A-5 in *Appendix A*. Trailhead, access, and parking improvements include redesigning and improving Peaks/Zach’s Stop Trailhead and consolidating the Upper and Lower Miner’s Creek Trailheads. Parking capacity will remain the same; however, the size and shape of the parking lots will change to allow for improved and safer vehicle and pedestrian flow, snow storage, access for future potential transportation services, and the inclusion of facilities such as bathrooms, trash cans, bicycle racks, picnic tables, and directional and interpretive signage. Restoration and improvements at Rainbow Lake and Masontown will be focused on defining and hardening the areas where visitors access these popular destinations, restoring native vegetation in other surrounding areas,

and adding educational and interpretive signage. The Town of Frisco will contribute to future operations and maintenance of the Backyard recreation improvements via a special use authorization or other partnership with the White River National Forest for the upkeep of trails and trailheads within the project area. Authorized tasks and activities will be similar to normal White River National Forest maintenance activities and protocols taken to maintain trails and trailheads over time. Additional authorized tasks and activities could include winter grooming; construction and maintenance of the downhill directional mountain bike trail; and trailhead operations and maintenance. Maintenance of the CT/CDNST will not be included.

Alternatives Considered

The National Environmental Policy Act of 1969 (NEPA) requires that a range of reasonable alternatives to the proposed action be developed and analyzed. Alternatives must meet the purpose and need of the project while responding to issues identified during scoping. In response to internal and external comments received during the combined scoping and Draft EA comment periods, numerous alternatives were considered by the White River National Forest early in the NEPA process. Ultimately only the no action alternative was analyzed alongside the proposed action in the EA. Alternatives considered but not analyzed in detail include:

- The proposed action as scoped to the public: The original proposed action scoped to the public proposed a broad range of trails and fuels treatment actions within 11 large units in order to gain a better understanding of what the public felt should be included in the proposed action for detailed analysis. This proposed action was substantially refined following the comments received during scoping. Specifically, the selected alternative included 63 smaller fuels treatment units with specific treatment prescriptions identified for each unit and specific improvement actions were identified for each trail. Because the selected alternative is much more specific and better meets the project purpose and need, the original proposed action scoped to the public was dismissed from detailed analysis.
- Maximum trail incorporation alternative: An alternative was considered that proposed adopting every non-NFS route within the project area into the NFS trail system. Following public scoping and further assessment of these routes, some of these routes were found to be redundant or weren't expected to contribute towards a high-quality recreation experience or reduce conflict between user groups. In addition, some non-NFS routes were identified within the portion of the project area that overlap management area 5.43 – Elk Habitat or areas mapped by Colorado Parks and Wildlife as elk calving or winter range. Because these trails were not necessary to meet the proposed action's purpose and need and would potentially result in unnecessary impacts, this alternative was not carried forward for detailed analysis.
- Defensible space/fuel break alternative: An alternative was considered that did not include a variety of treatments across the project area but instead would have involved clearcut treatments to create a large fuel break only in areas directly adjacent to the Town of Frisco. This alternative would not meet the purpose and need of the project of decreasing the risk of wildfire across the project area, including sensitive historic resources in the Monument, because it would focus only on the area adjacent to homes. This alternative would also require clearcutting the most heavily visited portion of the project area so would not provide an appropriate balance between recreation experience and wildfire risk reduction.

- Less than 20-acre openings alternative: An alternative was considered that had the same fuel unit boundaries, treatment methodology, and recreation improvements, but the fuel treatments would be limited to a maximum of 20-acres. This alternative was considered because of concerns raised during the scoping period that intensive fuels treatments would create an imbalance between meeting fire behavior desired conditions and providing a desirable recreation experience. Under this considered alternative the fuel-break zone designed by wildland firefighters where treatments connect between Ophir Mountain, Rainbow Lake and Silent Bob Avalanche Path would be eliminated. Overall, limiting fuels treatments to 20-acres would not meet the purpose and need of reducing high-intensity wildfire risk across the project area, nor increase the resilience of the Monument's natural, historic, and tribal objects.

Other Alternatives/Modifications to the Proposed Action

Other alternatives to the proposed action were suggested by the public during scoping and considered but ultimately dismissed as not meeting the purpose and need for the proposed action, being outside the jurisdiction of the WRNF, or not feasible. These include:

- Full commercial/mechanical treatment of the entire former 1,233-acre project area.
- Suspending the creation of large forest openings until the previous Forest Service rule-making process to preserve old-growth was completed. The National Old Growth Amendment Draft Environmental Impact Statement was withdrawn on January 7, 2025, so this action is no longer pertinent.
- Including practices from the Adaptive Silviculture for Climate Change network. The Adaptive Silviculture for Climate Change network is not in the purview of the White River National Forest, however climate adaptations from the Forest Service Adaptation Workbook were incorporated into the selected alternative.
- Prohibiting allowing naturally ignited fires to burn to meet fuels reduction objectives. This area is already identified in fire management plans for suppression of natural ignitions.
- Including measures to reduce human-caused wildfire ignitions. Campfire and camping restrictions are already in place separate from this project.
- Including a year-round closure of Miner's Creek Road to limit dispersed camping and unattended campfires. Miner's Creek Road is a popular and valuable public access; camping and fire restrictions are already in place along this road.
- Including an assessment of the CT/CDNST to identify sections for reconstruction or reroute. This can be considered in a separate analysis in the future.
- Prohibiting motorized vehicles including electric bikes from the project area.
- Approving E-Bike use of all trails in the project area.
- Creating a new trailhead east of the hospital. This could be considered in the future in partnership with Summit County; this parking lot is owned by Summit County and currently leased for medical center parking.
- Dropping proposed trails parallel to the existing paved recreation path. Adopting this social trail is to relieve congestion on the recreation path and reduce conflict between high and low speed users.

Public Involvement

Formal public scoping began in April 2023 with the publication of legal notice to prepare an EA for the project in the *Summit Daily* on April 14, 2023. Publication of this legal notice initiated a 30-day public scoping comment period. Coinciding with the legal notice, the Dillon Ranger District published a news

release and distributed a scoping package consisting of a 7-page letter and accompanying map. This scoping package was distributed to community residents, interested individuals, government officials, public agencies, and other organizations via email using a master mailing list. The scoping package was available to the public on the White River National Forest [project website](#) and project details could be viewed on an interactive story map. To answer questions from the public on the project and environmental review process, a public open house was held at the Frisco Day Lodge on May 2, 2023, from 5 p.m. – 7 p.m. The scoping comment period closed on May 15, 2023. A total of 64 unique comment submittals were received during the comment period, and the substantive comments received in these submittals formed the issues disclosed in the Draft EA.

Additionally, a legal notice to solicit comments on the Draft EA was published in the *Summit Daily* on April 4, 2025. Publication of the legal notice initiated a 60-day comment period on the Draft EA. Public comments on all aspects of the project were considered timely for the first 30 days (from April 5, 2025, through May 5, 2025). Per Forest Service policy, only public comments specific to the proposed openings greater than 40 acres were considered timely for the full 60 days (from April 5, 2025, through June 3, 2025). The White River National Forest and Town of Frisco hosted an open house at the Frisco Day Lodge on April 9, 2025, and additional information was available on the White River National Forest [project website](#). A total of 51 unique comment submittals were received during the Draft EA comment period. Please refer to the *Administrative Review* section for more information on the objection process.

Finding of No Significant Impact

After consideration of the environmental effects described in the EA, I determined that these actions will not have a significant effect on the quality of the human environment, considering the potentially affected environment and the degree of effect. Thus, an environmental impact statement will not be prepared. Significance is determined by evaluating the effects of the project. Significance must be judged in terms of potentially affected environment and degree of effect.

The Finding of No Significant Impact (FONSI) documents the reasons why these actions will not have a significant effect on the human environment. The FONSI considers all information included in the EA as well as documentation in the project record. Pertinent specialists reviewed the proposal and, based on their input, I have made the following determinations with regards to the potentially affected environment and degree of effects considered for a FONSI.

Potentially Affected Environment

Federal agencies consider the potentially affected environment in determining whether a project will have a significant effect on the quality of the human environment. Specifically, agencies should consider, as appropriate to the specific action, the affected area (national, regional, or local) and its resources.

In the case of site-specific actions, significance depends more on the effects in the locale rather than the world as a whole. Both short- and long-term effects are relevant. The direct and indirect effects analysis contained in the EA focuses on the project area, which includes adjacent NFS lands for certain resources, as well as cumulative effects, depending on the issue. Refer to the issue analyses in the EA and the various Technical Reports in the project record for additional information.

Degree of Effect

The following effects (or impacts) discussions focus on changes to the human environment from the approved actions that are reasonably foreseeable and have a reasonably close causal relationship to the

project. This includes those effects that occur at the same time and place as the approved actions and may include effects that are later in time or farther removed in distance from the approved actions. The degree of effects includes both short- and long-term effects, beneficial and adverse effects, effects on public health and safety, and effects that would violate Federal, State, Tribal, or local law protecting the environment.

Short- and Long-term Effects

As described in the EA and project record, effects associated with fuel treatments and recreation improvements are likely to be temporary and short term. The project was designed to have long-term beneficial effects by reducing the risk of a high-intensity wildfire and by improving the recreation experience of users. Short-term, temporary impacts may include: effects to air quality during burning of piles, introduction of noxious or invasive species during trail re-routing or building, minimal effects to runoff and erosion following fuel treatments, displacement of recreation users as trails are improved, effects to scenic integrity objectives as trees are cut and piled, effects on soil microbial populations and structure from pile burning, displacement of wildlife species as project actions are implemented. All resources are expected to have long-term beneficial effects as the risk of a high-intensity wildfire igniting will be reduced and the trail system and recreation experience will be improved. If a wildfire were to occur within the project area following implementation, it is expected the wildfire will burn at a lower intensity and thus not impact resources as severely.

Beneficial and Adverse Effects

As described in the EA and project record, there are likely to be both beneficial and adverse effects to resources from the Town of Frisco Backyard Fuels and Recreation Project. In reaching my finding of no significant impact, I did not ignore or trivialize negative effects by “offsetting” them with beneficial effects. The Final EA demonstrates that the possible adverse effects are relatively minor and of short duration, and are not directly, indirectly, or cumulatively significant. Some of the adverse effects from project implementation include those described in the *Short-and Long-term Effects* section above. Long-term effects are beneficial.

Effects to Public Health and Safety

As noted in the EA, there could be short-term public health and safety impacts during the implementation phase of the project from increased dust and noise and increased smoke from pile burning. The project is required to comply with all relevant directions from the Interagency Prescribed Fire Planning and Implementation Procedures Guide, as well as state smoke management permits. Additionally, I have approved specific PDC and mitigation measures to minimize these effects. In the long term, the selected alternative will reduce the risk of high-intensity wildfire and will create a more sustainable recreation trail system, thereby decreasing the threat to public health and safety within and around the project area.

Effects That Would Violate Laws Protecting the Environment

The project will not violate any such Federal, State, Tribal, or local law or requirements. See the following *Findings Required by Other Laws and Regulations* section.

Findings Required by Law and Regulations

National Forest Management Act (NFMA)

My decision to implement fuels treatments and recreation improvement projects on NFS lands is consistent with the intent of the 2002 Forest Plan long-term goals and objectives, specifically:

Goal 1 Ecosystem Health – Promote ecosystem health and conservation using a collaborative approach to sustain the nation’s forests, grasslands and watersheds.

Objective 1d – Increase the amount of forest and rangelands restored to or maintained in a healthy condition with reduced risk and damage from fires, insects, disease, and invasive species.

Strategy 1d.6 – Place high priority on fuel reduction activities in urban/wildland interface areas.

Goal 2 Multiple Benefits to People – Provide a variety of uses, products, and services for present and future generations by managing within the capability of sustainable ecosystems.

Objective 2a – Improve the capability of the national forests and grasslands to provide diverse, high quality outdoor recreation opportunities.

Goal 5 Public Collaboration – Engage the American public, interested organizations, private landowners, state and local governments, federal agencies, and others in the stewardship of National Forest System lands.

Objective 5a – Work cooperatively with individuals and organizations, local, state, tribal, and federal governments to promote ecological, economic, and social health and sustainability across landscapes.

Strategy 5a.2 – Cooperatively work with local governments to address issues of common concern and to the extent possible maintain consistency with locally adopted master plans.

Other Applicable Laws, Regulation, and Policy

Decisions by jurisdictions to issue or not issue approvals related to this proposal may be aided by the analyses presented in the EA. While the Forest Service assumes no responsibility for enforcing laws, regulations, or ordinances under the jurisdiction of other governmental agencies, Forest Service regulations require conformance with applicable laws and conditions imposed by other jurisdictions. Based on information disclosed in the EA (refer to the *Environmental Impacts of the Proposed Action and Alternatives*) and materials contained in the project file, no federal, state, or local laws, regulations, or requirements for protection of the environment will be violated with implementation of the selected alternative, including:

- U.S. Fish and Wildlife Service’s Endangered Species Act Informal Section 7 Consultation;
- U.S. Army Corps of Engineers’ Clean Water Act 404 Permit
- State Historic Preservation Office’s National Historic Preservation Act, Section 106 Consultation
- National Environmental Policy Act
- National Forest Management Act
- U.S. Environmental Protection Agency’s Clean Air Act
- Executive Order 13175 - Consultation and Coordination with Indian Tribal Governments
- Executive Order 13112 - Invasive Species
- Executive Order 13186 – Migratory Bird Treaty Act

- Executive Order 11990 – Protection of Wetlands
- Executive Order 11988 – Floodplain Management

Administrative Review

This project was subject to the objection process pursuant to 36 CFR 218, subparts A and B. A legal notice initiating the objection filing period was published in the Summit Daily on November 21, 2025. The 45-day objection period began on November 21, 2025, and ended on January 5, 2026. The Forest Service received one (1) objection from a member of the public. This objection was received in a timely manner and from an objector who was understood to have participated in a past public comment opportunity for the project [as defined at 36 CFR 218.7(c)(2)(ii)]. Objections raised for the proposed project fall within the following general categories: National Environmental Policy Act (NEPA) and Administrative Procedures Act (APA) compliance; concerns regarding financial impacts, fuels/fire risk analysis, vegetation analysis, analysis data, energy use, air/climate, botany, recreation, soils, hydrology, wildlife impacts and the public participation process.

A resolution meeting was not requested by the objector, nor was a resolution meeting held with the objector, Responsible Official, or Reviewing Officer.

The project was thoroughly reviewed by Reviewing Officer Brian Glaspell (Forest Supervisor, WRNF). The Reviewing Officer found that the environmental analysis was adequate within the Final EA, Draft DN/FONSI and associated project record did not violate the Administrative Procedures Act or the National Environmental Policy Act.

Implementation

Upon the date of my signature, implementation of this decision may begin immediately.

Contact

For additional information concerning this decision or the Forest Service administrative review process, please contact Kathleen Gray, Project Lead, via email at kathleen.gray@usda.gov.

**SAMUEL
MASSMAN** Digitally signed by
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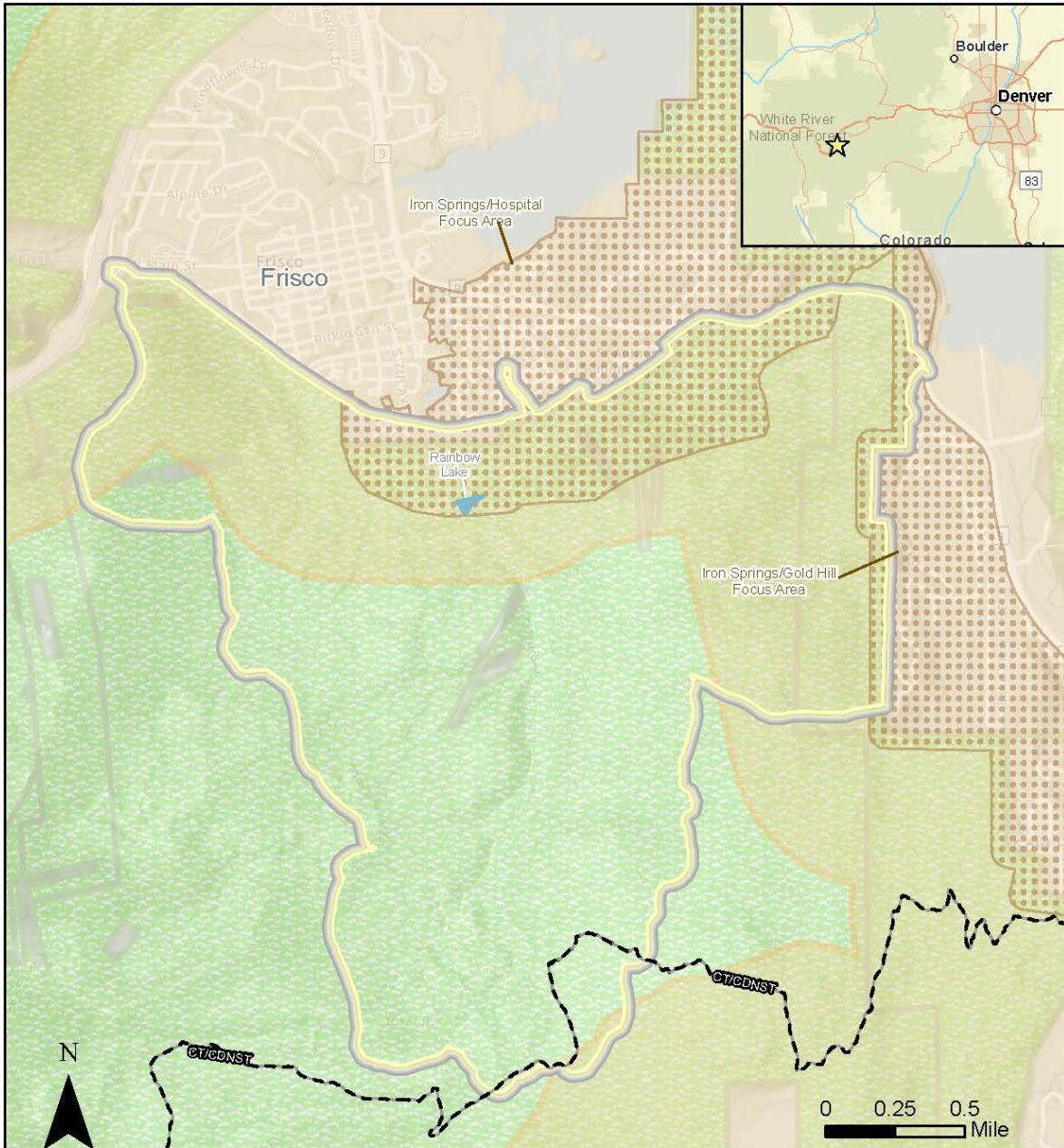
Sam Massman
Acting District Ranger
Dillon Ranger District
White River National Forest

References

In-Text Citation	Full Reference
Stone et al. 2004	Stone, C., A. Hudak, and P. Morgan. 2004. Forest Harvest Can Increase Subsequent Forest Fire Severity. Available at: https://nrfirescience.org/sites/default/files/2023-07/psw_gtr208en_525-534_stone.pdf

Figures

Figure 1. Project Area



- Project Area
- Summit County Wildland Urban Interface
- Summit County Community Wildfire Protection Plan Focus Areas

- Colorado Trail/Continental Divide National Scenic Trail
- National Forest System Land

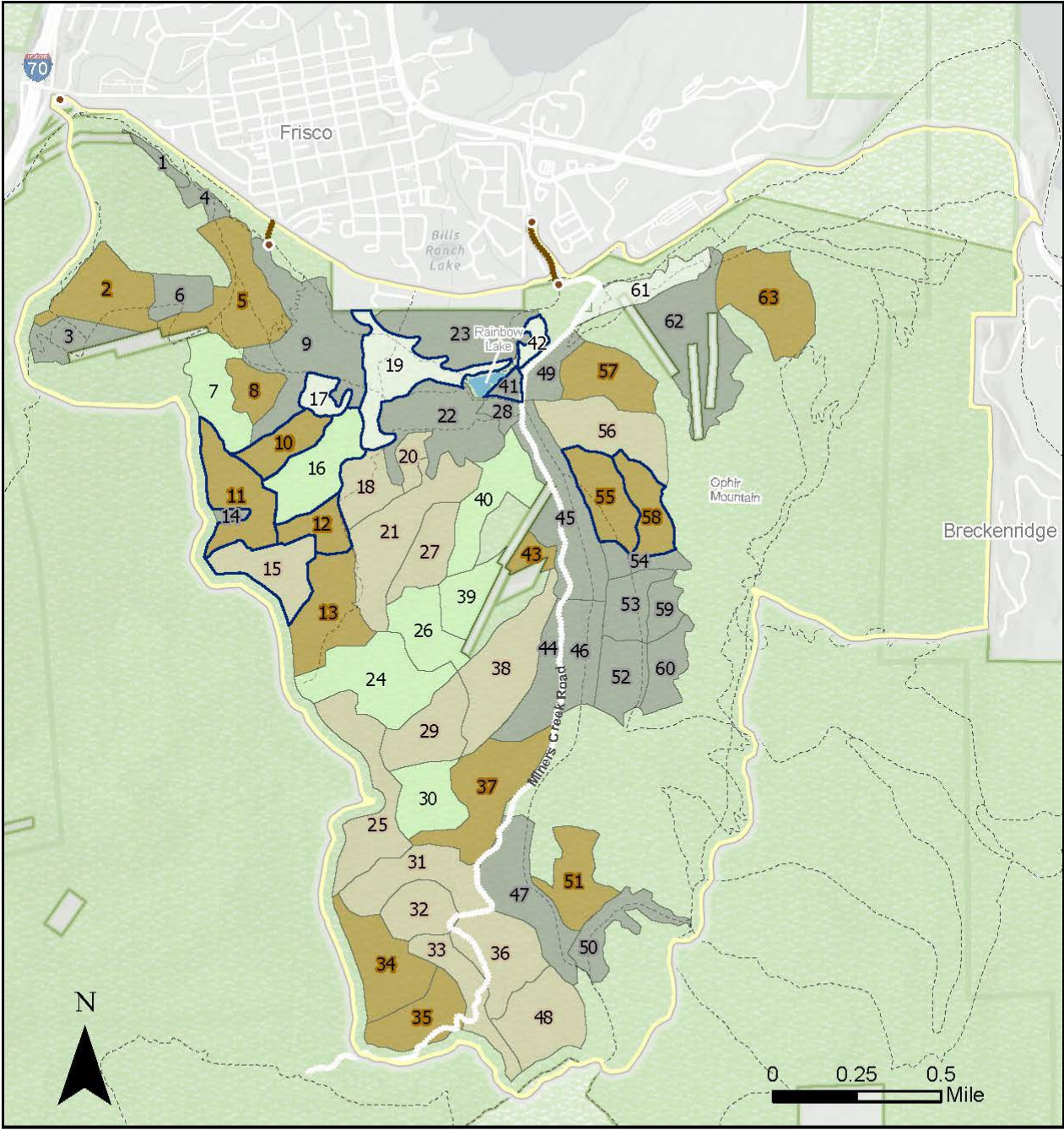
Town of Frisco Backyard Fuels and Recreation Project



Prepared by:

SE GROUP

Figure 2. Approved Fuel Treatments



Existing

- National Forest System Trails
- Access Roads
- National Forest System Land
- Camp Hale Continental Divide National Monument Boundary

Proposed

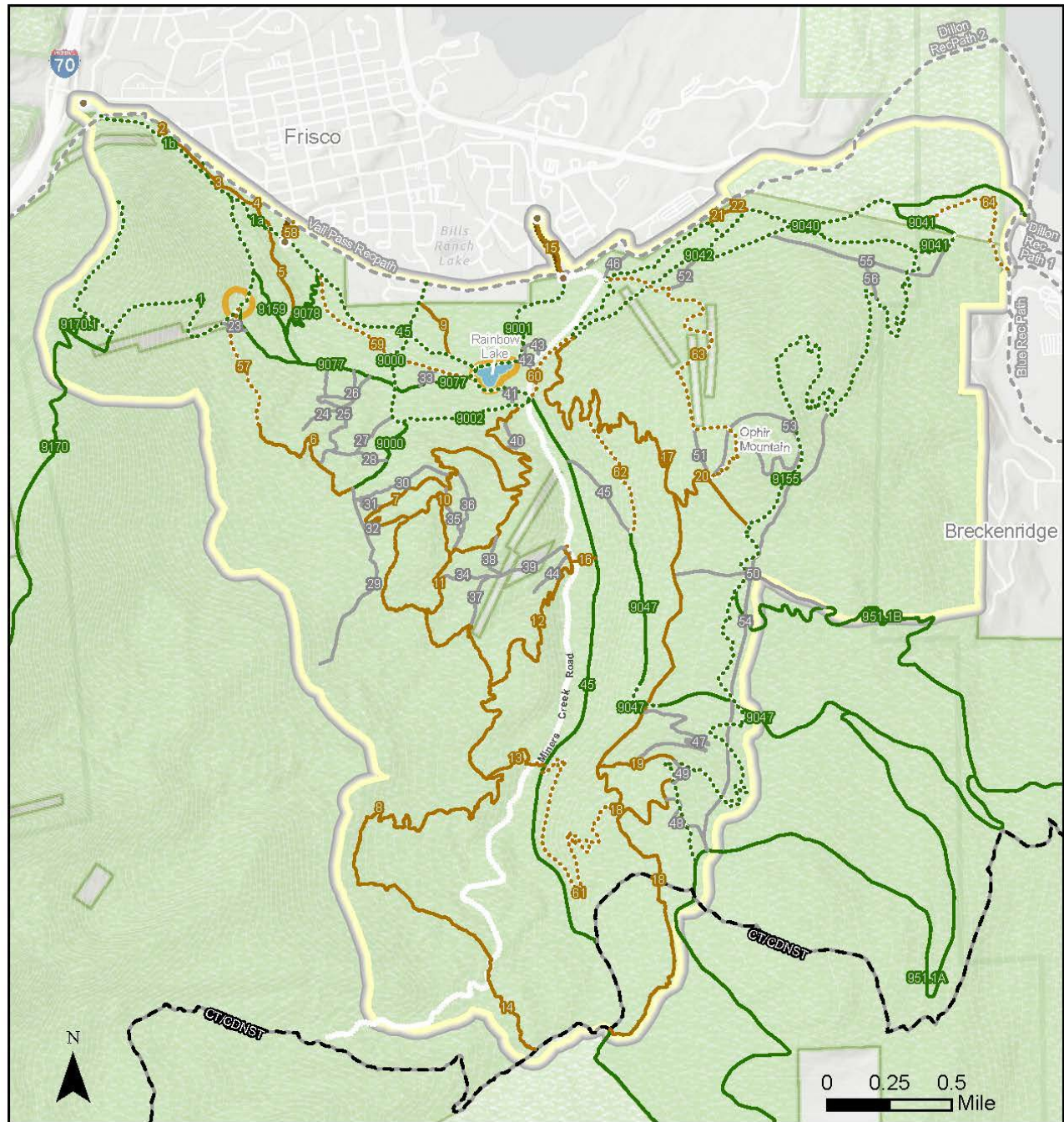
- Project Area
- Trailhead Improvements
- Fuel Break Zone
- Dead Only
- Dead and Patch Cut Live Lodgepole
- Dead and Live Lodgepole
- Aspen Enhancement
- Maintenance

Town of Frisco Backyard Fuels and Recreation Project



Prepared by:
SE GROUP

Figure 3. Approved Recreation Improvements – Summer Use



Existing

- NFS Trails
- Colorado Trail/ Continental Divide National Scenic Trail
- Hard Surface Trail
- Access Roads
- National Forest System Land
- Camp Hale Continental Divide National Monument Boundary

Proposed

- Project Area
- Trailhead Improvements
- Restoration, Naturalization, and Interpretation of Historic and Recreation Sites
- National Forest System Trail to be Reconstructed, Improved, Rerouted (~12.3 miles)
- New National Forest System Trail (~4.7 miles)
- Non-National Forest System Route to be Adopted, and Maintained as National Forest System Trail (~14.3 miles)
- Non-NFS Route and NFS Trail to be Decommissioned (~10 miles)

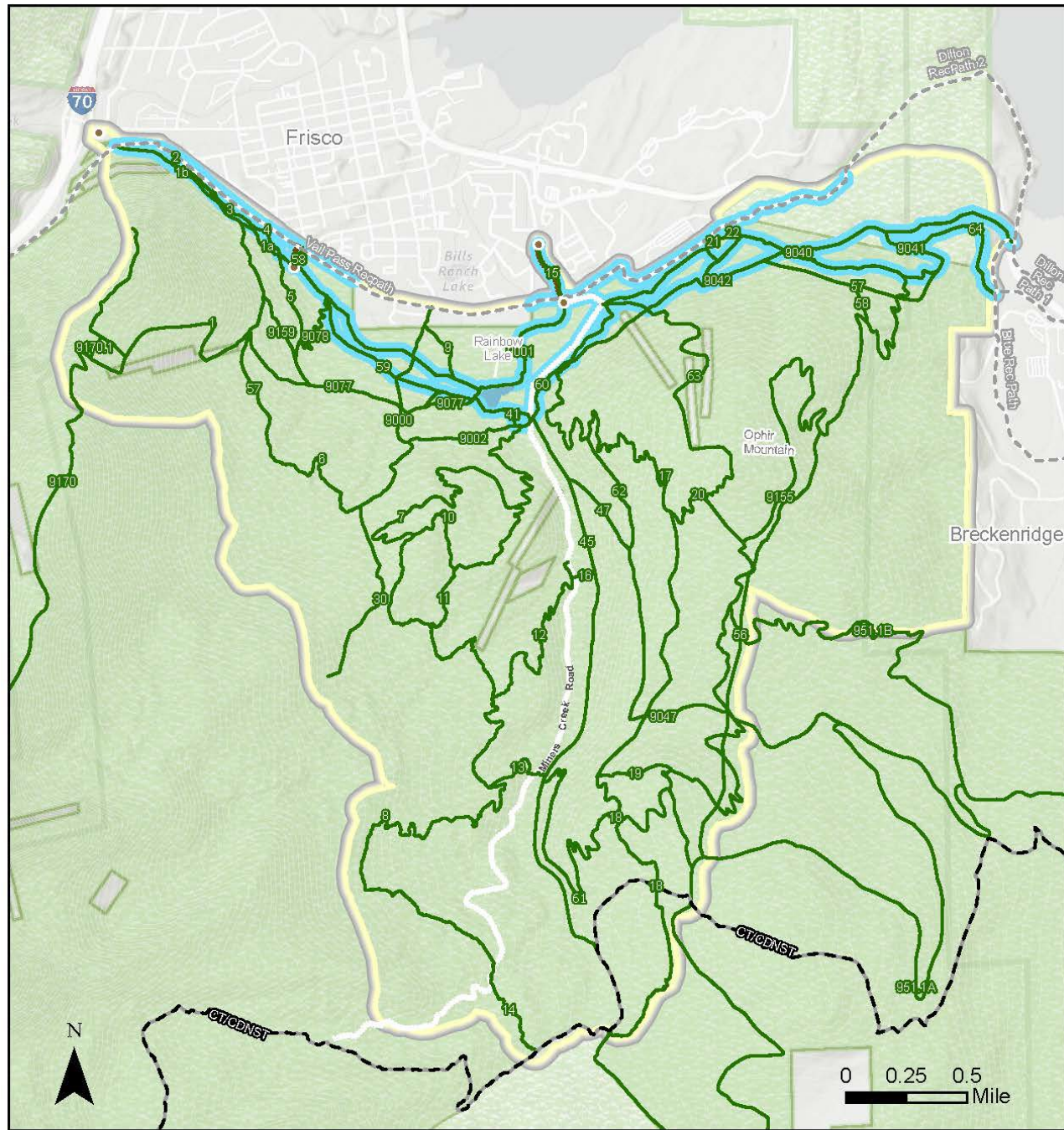
Town of Frisco Backyard
Fuels and Recreation Project



Prepared by:

SE GROUP

Figure 4. Approved Recreation Improvements - Winter Use



Existing

- NFS Trails Allowing Winter Use*
- Colorado Trail/ Continental Divide National Scenic Trail
- Hard Surface Trail

- Access Roads
- Camp Hale Continental Divide National Monument Boundary
- National Forest System Land

Proposed

- Project Area
- Trailhead Improvements
- National Forest System Trail to be Improved for Winter Grooming (~10 miles)

Town of Frisco Backyard Fuels and Recreation Project



Prepared by:

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*All trails open to bicycles in the summer would be open to fat-tire bicycles in the winter

Appendix A – Associated Tables

Table A-1. Project Design Criteria

Type	Project Design Criteria
General	Prior to implementing trail construction activities, the Town of Frisco and White River National Forest shall discuss if development of a Construction Implementation Plan is necessary.
Pre-Implementation	Botany - To avoid impacts to known locations of <i>Listera convallarioides</i> (a botanical SOLC) that occur in fuels units 7 and 8, locations of these species with a 100-foot no-cut buffer shall be included on all field treatment maps and flagged in the field by the White River National Forest botanist or botany representative. If fuel treatments are desired within the no-cut buffer, then the White River National Forest botanist or botany representative shall be consulted to provide site-specific protection or other mitigation measures. - To avoid impacts to potential unknown locations of sensitive botanical species from proposed trails, any trails realigned since botanical surveys were conducted in 2022 shall first be evaluated for the presence of suitable rare plant habitat. If such suitable habitat exists, these trail alignments shall be surveyed for rare plants prior to construction.
	Wildlife - The proposed maintenance thinning within dead and patch cut live lodgepole treatment units, dead and live lodgepole treatment units, and maintenance-only treatment units shall be evaluated by a wildlife biologist at the time of implementation to ensure compliance with the 2002 Forest Plan and the Southern Rockies Lynx Amendment. - To avoid impacts to nesting raptors within the project area, the White River National Forest wildlife biologist shall be consulted prior to implementation activities to identify whether the raptor surveys completed in 2024 are sufficient or if additional raptor surveys are necessary to comply with 2002 Forest Plan Wildlife Standard #5.
	Watershed and Soils Project activities associated with any dredge or fill to wetlands including Waters of the U.S. may require permitting by the U.S. Army Corps of Engineers (USACE) through Section 404 of the Clean Water Act. Coordinate with the USACE to determine whether any of the proposed project activities require a Pre-Construction Notification (PCN). If the PCN requires the preparation and approval of a mitigation plan, the plan shall be reviewed and approved by a USFS hydrologist or authorized officer prior to implementation. If required, notify the Colorado Department of Public Health and Environment's Water Quality Control Division regarding the proposed impacts to wetlands, streams, and other water bodies prior to implementation.
	Recreation To avoid impacts to users of the CT/CDNST, prior to implementation of fuels Unit 50 or recreation improvements in the vicinity of the CT/CDNST, the Colorado Trail Foundation and the Continental Divide Trail Coalition shall be contacted in order to ensure proper parties are notified.
	Heritage To avoid impacts to historical sites and cultural resources, these resources shall be identified in consultation with project archaeologists on maps, and implementors shall be educated on the recognition of historic materials to be left

Type	Project Design Criteria
Pre-Implementation	undisturbed. Full site avoidance and/or the presence of an archaeological monitor will be used when necessary for preservation for actions near more sensitive historic sites or cultural resources. Prior to implementation, an archaeologist specialist shall confirm with contractors the specific sites that need to be avoided or specific actions that need to be taken to mitigate impacts to historic sites or cultural resources. To minimize impacts to eligible or listed NRHP historical sites, burn piles shall not be placed within 50 feet of eligible and field-eligible historic property boundaries. A project archaeologist shall be consulted to locate sites.
During Implementation	<i>Wildlife</i> - To avoid impacts to nesting raptors, if a raptor nest is located during pre-project surveys, a limited operation period shall be required around nest sites during the breeding season (generally March through July). Exceptions may occur when individuals are adapted to human activity. The disturbance buffer's size and breeding season dates vary by species and shall be determined by a Forest Service Wildlife Biologist at the time of nest discovery. - Logging activity (cutting, skidding, yarding, loading, hauling) or trail building/decommissioning will not occur in CPW Elk Winter Range from December 1 to April 14. Exceptions may be granted under certain conditions with the permission of a Forest Service Wildlife Biologist. These include fuels units 23, 28, 41, 42, 45, 46, 49, 50, 52-63. - All project activities within fuels unit 50 will not occur from May 15 to June 20 every year to avoid impacts to CPW Elk Production Area.
	<i>Fuels</i> To reduce impacts to air quality, restrict machine piles to 45'x20'x15' (smoke permit limitations). Machine piles shall be located at least twice their diameter from residual timber.
	<i>Watershed and Soils</i> - The following design criteria apply to areas within wetland boundaries and WIZ zones. The water influence zone (WIZ) includes lakes, stream corridor, bank, and adjacent riparian ecosystem (FSH 2509.25 - Watershed Conservation Practices Handbook). The minimum width of the WIZ (from the top of each bank) is 100 feet or the mean height of mature vegetation. Note that there are areas where existing roads, trails, or geographic features serve as physical barriers that reduce the size of the WIZ. - Except at designated stream crossings, do not allow the use of heavy equipment or the construction of landings and skid trails within the WIZ. - Retain live trees within wetlands and the WIZ and only allow chainsaw felling of dead trees. - Fen soils were identified within wetlands in units 23 and 48. Should activity need to be conducted within 330 feet of a fen, a botanist, hydrologist, and soil scientist must be consulted prior to implementation. - Do not chip or pile slash within wetlands or within 25 feet of intermittent streams and 50 feet of perennial streams. - Retain adequate vegetation to maintain stream shading and stream temperatures. Leave existing downed trees and large woody debris that are in perennial or intermittent stream channels in place. Some trees greater than 12 inches dbh may be felled directionally into stream channel to provide channel stability and fish habitat.

Type	Project Design Criteria
During Implementation	<i>Watershed and Soils</i> • All proposed new trails shall be field-fit to minimize wetland impacts to the greatest extent practicable and shall utilize boardwalks, bridges, and elevated platforms to minimize direct impacts to wetland and stream resources and allow for free flow of water underneath. When improvements are made to existing trails, wetland crossings shall be evaluated for wetland sustainability and improvements made to sustain hydrologic function and prevent erosion or sedimentation. Trail design shall follow the design guidelines found in the NFS 2309.18 Trail Design Handbook and practices found in the National Core BMP Technical Manual for Nonmotorized Trails. Any trails to be decommissioned within wetlands may use native wetland seed mixes and weed-free mulches approved by the Forest Service botanist or botanist representative. • In fuels units along Miner's Creek Road, cut material may be chipped and the chips broadcasted into the unit to a depth no greater than 6 inches, with a preference of less than 4 inches.
	<i>Scenery</i> • Create uneven edges in canopy openings. The shapes should be an irregular pattern that mimics existing natural openings and should avoid straight line edges.
Post-Implementation	<i>Watershed and Soils</i> • To minimize erosion from reopened temporary roads following implementation, all reopened temporary roads, including main skid trails, shall be restored/obliterated within one year of completion of use. Methods to restore proper soil functioning condition may include, but are not limited to scarifying, placing physical barriers, or revegetating.

Table A-2. Approved Fuel Treatment Units, Prescription, and Methodology

Unit #	Area (acres)	Area Within WUI (Acres)	Average Slope (% Grade)	Mortality (Dead Trees Per Acre)	Fuel Loading (Tons Per Acre)	Fire Hazard (Flame Length)	Dominant Species	Treatment	Treatment Methodology	Prioritization
1	3.9	3.9	31.7	10.0	28.7	6.7 (High)	Mixed	Dead Only	Chainsaw; Pile Burning	Recreation
2	34.2	32.3	21.9	108.6	16.0	4.4 (Moderate)	Lodgepole - Spruce/Fir	Dead and Live Lodgepole	Chainsaw; Pile Burning	Recreation
3	16.3	10.9	22.4	160.0	15.9	3.8 (Moderate)	Lodgepole - Spruce/Fir	Dead Only	Chainsaw; Pile Burning	Recreation
4	5.3	5.3	21.6	50.0	19.5	5.7 (High)	Lodgepole - Aspen	Dead Only	Chainsaw; Pile Burning	Recreation
5	42.6	42.6	20.5	68.6	41.8	5.9 (High)	Mixed	Dead and Live Lodgepole	Chainsaw; Pile Burning	Recreation
6	13.2	13.2	27.0	66.7	15.7	4.7 (Moderate)	Aspen	Dead Only	Chainsaw; Pile Burning	Recreation
7	26.5	25.3	16.7	140.0	12.0	4.0 (Moderate)	Lodgepole - Aspen	Aspen Enhancement	Chainsaw; Pile Burning	Recreation
8	13.1	13.1	21.8	137.1	31.7	5.9 (High)	Lodgepole	Dead and Live Lodgepole	Chainsaw; Pile Burning	Recreation
9	62.2	62.2	13.3	125.0	13.3	4.0 (Moderate)	Mixed	Dead Only	Chainsaw; Pile Burning	Recreation
10	16.8	13.9	16.9	133.3	17.5	4.9 (Moderate)	Lodgepole	Dead and Live Lodgepole	Chainsaw; Pile Burning	Recreation and Fuels
11	32.0	0.0	14.0	130.0	20.3	3.4 (Moderate)	Lodgepole	Dead and Live Lodgepole	Chainsaw; Pile Burning	Fuels
12	13.8	0.0	13.8	168.0	39.2	5.9 (High)	Lodgepole	Dead and Live Lodgepole	Chainsaw; Pile Burning	Fuels
13	35.2	0.0	14.7	130.0	13.8	3.5 (Moderate)	Lodgepole	Dead and Live Lodgepole	Chainsaw; Pile Burning	Fuels
14	2.3	0.0	11.9	150.0	43.0	3.5 (Moderate)	Aspen	Dead Only	Chainsaw; Pile Burning	Fuels

Unit #	Area (acres)	Area Within WUI (Acres)	Average Slope (% Grade)	Mortality (Dead Trees Per Acre)	Fuel Loading (Tons Per Acre)	Fire Hazard (Flame Length)	Dominant Species	Treatment	Treatment Methodology	Prioritization
15	25.8	0.0	17.0	100.0	13.8	4.5 (Moderate)	Lodgepole	Dead and Patch Cut Live Lodgepole	Chainsaw; Pile Burning	Fuels
16	31.5	16.9	13.9	120.0	27.0	5.3 (High)	Lodgepole – Aspen	Aspen Enhancement	Chainsaw; Pile Burning	Recreation and Fuels
17	8.1	8.1	14.9	0.0	37.1	4.0 (Moderate)	Clearing	Maintenance	Chainsaw; Pile Burning	Recreation
18	18.2	6.0	15.6	160.0	11.2	5.9 (High)	Lodgepole	Dead and Patch Cut Live Lodgepole	Chainsaw; Pile Burning	Recreation and Fuels
19	34.5	34.5	11.1	70.0	12.6	4.0 (Moderate)	Clearing	Maintenance	Chainsaw; Pile Burning	Recreation
20	7.4	6.3	20.5	150.0	7.9	8.0 (Extreme)	Lodgepole	Dead and Patch Cut Live Lodgepole	Chainsaw; Pile Burning	Recreation and Fuels
21	46.2	5.4	12.2	90.0	12.5	5.4 (High)	Lodgepole	Dead and Patch Cut Live Lodgepole	Chainsaw; Pile Burning	Recreation and Fuels
22	42.4	41.9	14.3	150.0	7.8	6.0 (High)	Lodgepole-Aspen	Dead Only	Chainsaw; Pile Burning	Recreation
23	37.3	37.3	7.6	90.0	8.7	3.0 (Moderate)	Aspen	Dead Only	Chainsaw; Pile Burning	Recreation
24	45.9	0.0	14.3	120.0	9.9	3.5 (Moderate)	Mixed	Aspen Enhancement	Chainsaw; Pile Burning	Fuels
25	39.6	0.0	19.3	120.0	26.8	3.6 (Moderate)	Lodgepole - Spruce/Fir	Dead and Patch Cut Live Lodgepole	Chainsaw; Pile Burning	Fuels
26	24.0	0.0	13.3	60.0	22.6	3.5 (Moderate)	Mixed	Aspen Enhancement	Chainsaw; Pile Burning	Recreation and Fuels
27	20.5	0.0	13.3	75.0	15.4	5.1 (High)	Lodgepole - Spruce/Fir	Dead and Patch Cut Live Lodgepole	Chainsaw; Pile Burning	Recreation and Fuels

Unit #	Area (acres)	Area Within WUI (Acres)	Average Slope (% Grade)	Mortality (Dead Trees Per Acre)	Fuel Loading (Tons Per Acre)	Fire Hazard (Flame Length)	Dominant Species	Treatment	Treatment Methodology	Prioritization
28	5.8	5.8	12.0	50.0	17.3	3.0 (Moderate)	Lodgepole	Dead Only	Chainsaw; Chipping; Public Firewood; Pile Burning	Recreation
29	27.7	0.0	11.4	150.0	6.3	3.3 (Moderate)	Lodgepole	Dead and Patch Cut Live Lodgepole	Chainsaw; Pile Burning	Fuels
30	23.8	0.0	14.1	160.0	21.7	3.5 (Moderate)	Mixed	Aspen Enhancement	Chainsaw; Pile Burning	Fuels
31	33.0	0.0	13.4	56.0	17.3	3.6 (Moderate)	Lodgepole - Spruce/Fir	Dead and Patch Cut Live Lodgepole	Chainsaw; Chipping; Public Firewood; Pile Burning	Fuels
32	19.8	0.0	14.7	64.0	24.0	3.3 (Moderate)	Lodgepole	Dead and Patch Cut Live Lodgepole	Chainsaw; Chipping; Public Firewood; Pile Burning	Fuels
33	22.2	0.0	13.0	120.0	14.0	3.2 (Moderate)	Lodgepole	Dead and Patch Cut Live Lodgepole	Chainsaw; Chipping; Public Firewood; Pile Burning	Fuels
34	33.8	0.0	18.8	128.0	12.8	3.5 (Moderate)	Lodgepole	Dead and Live Lodgepole	Chainsaw; Chipping; Public Firewood; Pile Burning	Fuels
35	25.4	0.0	18.6	33.3	11.0	3.5 (Moderate)	Lodgepole	Dead and Live Lodgepole	Chainsaw; Pile Burning	Fuels
36	33.6	0.0	14.8	110.0	19.6	3.7 (Moderate)	Lodgepole	Dead and Patch Cut Live Lodgepole	Chainsaw; Chipping; Public Firewood; Pile Burning	Fuels
37	43.2	0.0	15.7	80.0	15.1	2.9 (Low)	Mixed	Dead and Live Lodgepole	Chainsaw; Chipping; Public Firewood; Pile Burning	Recreation and Fuels
38	43.8	0.0	13.4	100.0	35.4	3.7 (Moderate)	Lodgepole	Dead and Patch Cut Live Lodgepole	Chainsaw; Pile Burning	Recreation and Fuels
39	16.9	0.0	15.8	80.0	20.7	4.1 (Moderate)	Mixed	Aspen Enhancement	Chainsaw; Pile Burning	Recreation and Fuels

Unit #	Area (acres)	Area Within WUI (Acres)	Average Slope (% Grade)	Mortality (Dead Trees Per Acre)	Fuel Loading (Tons Per Acre)	Fire Hazard (Flame Length)	Dominant Species	Treatment	Treatment Methodology	Prioritization
40	29.2	9.0	13.6	90.0	26.9	5.3 (High)	Mixed	Aspen Enhancement	Heavy Equipment; Pile Burning	Recreation and Fuels
41	3.9	3.9	7.8	70.0	15.0	3.0 (Moderate)	Mixed	Dead Only	Chainsaw; Chipping; Public Firewood; Pile Burning	Recreation
42	5.1	5.1	11.6	0.0	27.6	4.0 (Moderate)	Clearing	Maintenance	Chainsaw; Chipping; Public Firewood; Pile Burning	Recreation
43	6.4	0.0	22.4	10.0	18.1	5.2 (High)	Mixed	Dead and Live Lodgepole	Heavy Equipment; Chipping; Public Firewood; Pile Burning	Recreation
44	22.1	0.0	22.0	60.0	19.4	3.9 (Moderate)	Lodgepole - Spruce/Fir	Dead Only	Chainsaw; Chipping; Public Firewood; Pile Burning	Recreation
45	47.1	12.7	16.7	48.0	19.3	4.8 (Moderate)	Lodgepole - Spruce/Fir	Dead Only	Chainsaw; Chipping; Public Firewood; Pile Burning	Recreation
46	23.8	0.0	13.3	20.0	8.2	4.6 (Moderate)	Lodgepole - Spruce/Fir	Dead Only	Chainsaw; Chipping; Public Firewood; Pile Burning	Recreation
47	38.5	0.0	13.9	140.0	25.4	4.7 (Moderate)	Lodgepole	Dead Only	Chainsaw; Chipping; Public Firewood; Pile Burning	Recreation
48	33.4	0.0	11.0	160.0	10.2	4.0 (Moderate)	Lodgepole	Dead and Patch Cut Live Lodgepole	Chainsaw; Chipping; Public Firewood; Pile Burning	Fuels
49	11.9	11.9	21.8	100.0	40.6	4.7 (Moderate)	Mixed	Dead Only	Chainsaw; Chipping; Public Firewood; Pile Burning	Recreation
50	19.9	0.0	9.5	144.0	24.2	3.6 (Low)	Lodgepole	Dead Only	Chainsaw; Pile Burning	Recreation

Unit #	Area (acres)	Area Within WUI (Acres)	Average Slope (% Grade)	Mortality (Dead Trees Per Acre)	Fuel Loading (Tons Per Acre)	Fire Hazard (Flame Length)	Dominant Species	Treatment	Treatment Methodology	Prioritization
51	24.8	0.0	17.4	50.0	26.0	4.1 (Moderate)	Lodgepole -Spruce/Fir	Dead and Live Lodgepole	Chainsaw; Pile Burning	Recreation and Fuels
52	20.0	0.0	21.6	50.0	44.1	7.5 (High)	Lodgepole -Spruce/Fir	Dead Only	Chainsaw; Pile Burning	Recreation and Fuels
53	17.6	0.0	21.7	93.3	18.0	7.3 (High)	Lodgepole	Dead Only	Chainsaw; Pile Burning	Recreation and Fuels
54	9.7	0.0	21.6	113.3	10.6	5.7 (High)	Lodgepole	Dead Only	Chainsaw; Pile Burning	Recreation and Fuels2
55	24.4	3.5	25.2	30.0	19.1	11.6 (Extreme)	Mixed	Dead and Live Lodgepole	Heavy Equipment; Pile Burning	Recreation and Fuels2
56	35.9	27.1	16.4	20.0	12.4	7.4 (High)	Lodgepole -Spruce/Fir	Dead and Patch Cut Live Lodgepole	Chainsaw; Pile Burning	Recreation and Fuels
57	26.8	26.8	20.7	55.0	44.9	8.3 (Extreme)	Lodgepole	Dead and Live Lodgepole	Chainsaw; Pile Burning	Fuels
58	18.7	0.0	19.6	70.0	41.6	5.5 (High)	Lodgepole -Spruce/Fir	Dead and Live Lodgepole	Heavy Equipment; Pile Burning	Fuels
59	9.7	0.0	12.7	66.7	29.2	2.8 (Low)	Lodgepole -Spruce/Fir	Dead Only	Chainsaw; Pile Burning	Fuels
60	16.2	0.0	5.5	24.0	23.8	3.0 (Moderate)	Lodgepole -Spruce/Fir	Dead Only	Chainsaw; Pile Burning	Fuels
61	17.4	17.4	18.1	90.0	18.0	5.2 (High)	Clearing	Maintenance	Chainsaw; Pile Burning	Recreation
62	44.8	43.8	20.7	93.3	21.5	7.3 (High)	Lodgepole	Dead Only	Chainsaw; Pile Burning	Recreation and Fuels
63	41.5	41.5	22.6	40.0	21.2	4.4 (Moderate)	Lodgepole -Spruce/Fir	Dead and Live Lodgepole	Chainsaw; Pile Burning	Recreation and Fuels
Total	1,576.3									

Notes: Gray rows indicate treatment units that overlap the described fuel break zone. Totals may not sum due to rounding.

Table A-3. NFS Trails Approved Action

Trail Name/Number	Milage (U.S. Survey Miles)	Management Objective	Foot	Horse	Bike¹
Mount Royal / 1	1.7	Reconstruct, Improve, Reroute, Close to bicycles	X	X	-
Mount Royal / 1a	0.2	Reconstruct, Improve, Reroute, Close to bicycles	X	X	-
Mount Royal / 1b	0.4	Reconstruct, Improve, Reroute, Close to bicycles	X	X	-
Peaks Trail / 45 (Peaks TH to Hattie's, Rainbow Lake to Miner's Creek Road)	0.4	Reconstruct, Improve, Reroute	X	X	X
Peaks Trail / 45 (Hattie's to Rainbow Lake)	0.6	Reconstruct, Improve, Reroute, Close to bicycles	X	X	-
Peaks Trail / 45 (south of Miner's Creek Road)	1.9	No Action	X	X	X
Ophir Mountain / 951.1A	3.8	No Action	X	X	X
Faith / 951.1B	1.1	No Action	X	X	X
Bill's Ranch / 9000 (Church to South Rainbow Trail)	0.5	Reconstruct, Improve, Reroute	X	X	X
Bill's Ranch / 9000 (South Rainbow Trail to new hiking trail #6)	0.3	No improvement, Close to bicycles	X	X	-
Rainbow Lake / 9001	0.5	Reconstruct, Improve, Reroute, Close to bicycles	X	X	-
South Rainbow / 9002	0.4	Reconstruct, Improve, Reroute	X	X	X
9040	1.2	Reconstruct, Improve, Reroute	X	X	X
9040	0.5	No Action	X	X	X
9041	0.2	No Action	X	X	X
9041	0.2	Reconstruct, Improve, Reroute	X	X	X
Henry Recen / 9042	1.5	Reconstruct, Improve, Reroute	X	X	X
Robert Foote / 9047	1.24	No Action	X	X	X
Robert Foote / 9047 (Steep section where trail turns from east to north)	0.2	Reconstruct, Improve, Reroute	X	X	X
Masontown / 9077 (reroute section going west from Rainbow Lake)	0.2	Reconstruct, Improve, Reroute	X	X	X
Masontown / 9077 (end of reroute to Chauncey's)	0.5	No Action	X	X	X
Masontown / 9077 (Chauncey's to Masontown)	0.3	Close to bicycles	X	X	-
Hattie's Trail / 9078	0.5	No Action	X	X	X
Gifford Pinchot / 9155	4.3	Reconstruct, Improve, Reroute	X	X	X
Chauncey's / 9159*	0.1	No Action	X	X	X

Trail Name/Number	Milage (U.S. Survey Miles)	Management Objective	Foot	Horse	Bike ¹
Chauncey's / 9159 (Hattie's to Mount Royal)	0.2	Close to bicycles	X	X	-
Peak One / 9170*	1.9	Close to bicycles	X	X	-
Mount Royal – Peak One Connector / 9170.1	0.1	Close to bicycles	X	X	-
57	0.4	Construct, Close to bicycles	X	X	-
58	0.07	Construct	X	X	X
59	0.6	Construct	X	X	X
60	0.3	Construct	X	X	X
61	1.2	Construct	X	X	X
62	0.4	Construct	X	X	X
63	1.3	Construct, Close to foot and horse	-	-	X
64	0.5	Construct	X	X	X
29	0.6	NFS Decommission	-	-	-
33	0.1	NFS Decommission	-	-	-
45	0.3	NFS Decommission	-	-	-
54	1.5	NFS Decommission	-	-	-
55	0.6	NFS Decommission	-	-	-
56	0.1	NFS Decommission	-	-	-
Total Mileage of NFS Trails to be Reconstructed, Improved, or Rerouted					12.3 miles
Total Mileage of NFS Trails to be Constructed					4.7 miles
Total Mileage of NFS Trails to be Decommissioned					3.2 miles

¹ All trails that have been identified as managed for bikes, would also be open to fat tire biking in the winter.

Table A-4. Non-NFS Routes Approved Action

Trail Name/Number	Milage (U.S. Survey Miles)	Management Objective	Foot	Horse	Bike ¹
2	0.04	Adopt and Maintain	X	X	X
3	0.5	Adopt and Maintain	X	X	X
4	0.03	Adopt and Maintain	X	X	X
5/Ski Jump	0.3	Adopt and Maintain	X	X	X
6	0.6	Adopt and Maintain, Close to bicycles	X	X	-

Trail Name/Number	Milage (U.S. Survey Miles)	Management Objective	Foot	Horse	Bike ¹
7	1.5	Adopt and Maintain	X	X	X
8 / Upper Cabin	1.7	Adopt and Maintain	X	X	X
9	0.2	Adopt and Maintain, Close to bicycles	X	X	-
10	0.4	Adopt and Maintain	X	X	X
11 / Cabin	2.1	Adopt and Maintain	X	X	X
12	0.9	Adopt and Maintain	X	X	X
13 / Short Bus	0.3	Adopt and Maintain	X	X	X
14 / Cabin to CT	0.4	Adopt and Maintain	X	X	X
15	0.2	Adopt and Maintain	X	X	X
16	0.1	Adopt and Maintain	X	X	X
17	2.7	Adopt and Maintain	X	X	X
18	1.4	Adopt and Maintain	X	X	X
19	0.3	Adopt and Maintain	X	X	X
20	0.4	Adopt and Maintain	X	X	X
21	0.1	Adopt and Maintain	X	X	X
22	0.1	Adopt and Maintain	X	X	X
23	0.1	Decommission	-	-	-
24	0.3	Decommission	-	-	-
25	0.5	Decommission	-	-	-
26	0.2	Decommission	-	-	-
27	0.3	Decommission	-	-	-
28	0.1	Decommission	-	-	-
30	0.4	Decommission	-	-	-
31	0.1	Decommission	-	-	-
32	0.1	Decommission	-	-	-
34	0.2	Decommission	-	-	-
35	0.2	Decommission	-	-	-
36	0.3	Decommission	-	-	-

Trail Name/Number	Milage (U.S. Survey Miles)	Management Objective	Foot	Horse	Bike ¹
37	0.2	Decommission	-	-	-
38	0.2	Decommission	-	-	-
39	0.3	Decommission	-	-	-
40/Switchbacks	0.2	Decommission	-	-	-
41	0.1	Decommission	-	-	-
42	0.1	Decommissioned for summer use	-	-	-
43	0.1	Decommission	-	-	-
44	0.2	Decommission	-	-	-
46	0.1	Decommission	-	-	-
47	0.7	Decommission	-	-	-
48	0.2	Decommission	-	-	-
49	0.1	Decommission	-	-	-
50	0.5	Decommission	-	-	-
51	0.2	Decommission	-	-	-
52	0.1	Decommission	-	-	-
53	0.7	Decommission	-	-	-
Total Mileage of Non-NFS Routes to be Adopted and Maintained					14.3 miles
Total Mileage of Non-NFS Routes to be Decommissioned					6.8 miles

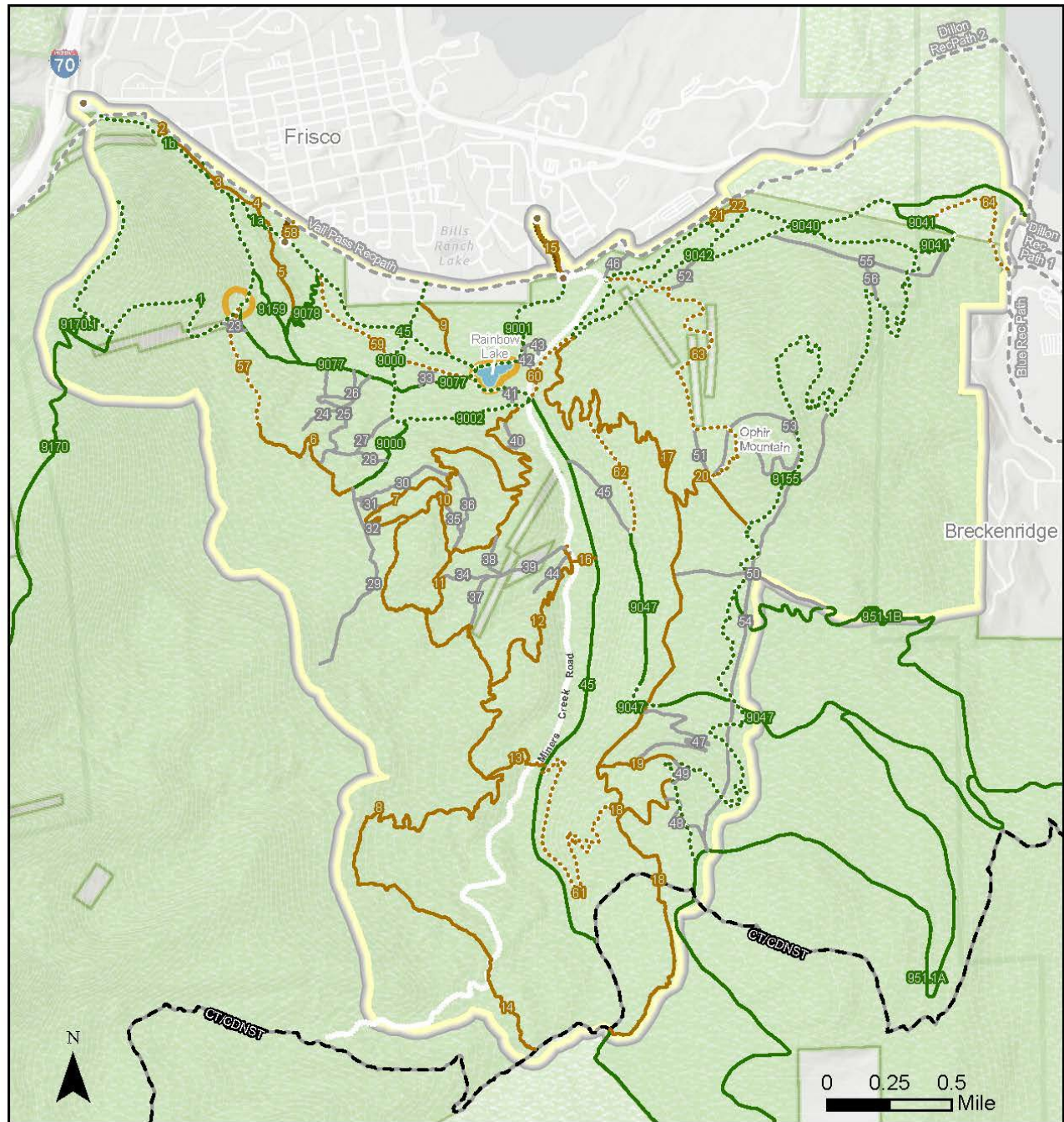
¹ All trails that have been identified as managed for bikes, would also be open to fat tire biking in the winter.

Table A-5. Approved Trail Actions – Winter Use

Trail Name/Number	Mileage (U.S. Survey Miles)	Management Objective	Winter Bike	Horse	Hike	Snowshoe	Grooming
3	0.7	Multi-use Grooming	X	X	X	X	X
4	0.02	Multi-use Grooming	X	X	X	X	X
22	0.1	Multi-use Grooming	X	X	X	X	X
41	0.1	Multi-use Grooming	X	X	X	X	X
45 / Peaks Trail (Hattie's to Rainbow Lake)	1	Multi-use Grooming	X	X	X	X	X
59	0.6	Multi-use Grooming	X	X	X	X	X

Trail Name/Number	Mileage (U.S. Survey Miles)	Management Objective	Winter Bike	Horse	Hike	Snowshoe	Grooming
60	0.3	Multi-use Grooming	X	X	X	X	X
64	0.6	Multi-use Grooming	X	X	X	X	X
9001 / Rainbow Lake	0.5	Multi-use Grooming	-	X	X	X	X
9040 / Iron Springs	1.5	Multi-use Grooming	X	X	X	X	X
9041 / Soo-poo-ah-guy	0.2	Multi-use Grooming	X	X	X	X	X
9042 / Henry Recen	1.6	Multi-use Grooming	X	X	X	X	X
Dillon Rec Path	1.2	Multi-use Grooming	X	X	X	X	X
Miner's Creek Access	0.2	Multi-use Grooming	X	X	X	X	X
Miner's Creek Road	0.6	Multi-use Grooming	X	X	X	X	X
Vail Pass Rec Path	0.9	Multi-use Grooming	X	X	X	X	X
Zach's Stop Access	0.1	Multi-use Grooming	X	X	X	X	X
Total Mileage of Groomed Winter Trails							10.2 miles

Figure 3. Approved Recreation Improvements – Summer Use



Existing

- NFS Trails
- Colorado Trail/Continental Divide National Scenic Trail
- Hard Surface Trail
- Access Roads
- National Forest System Land
- Camp Hale Continental Divide National Monument Boundary

Proposed

- Project Area
- Trailhead Improvements
- Restoration, Naturalization, and Interpretation of Historic and Recreation Sites
- National Forest System Trail to be Reconstructed, Improved, Rerouted (~12.3 miles)
- New National Forest System Trail (~4.7 miles)
- Non-National Forest System Route to be Adopted, and Maintained as National Forest System Trail (~14.3 miles)
- Non-NFS Route and NFS Trail to be Decommissioned (~10 miles)

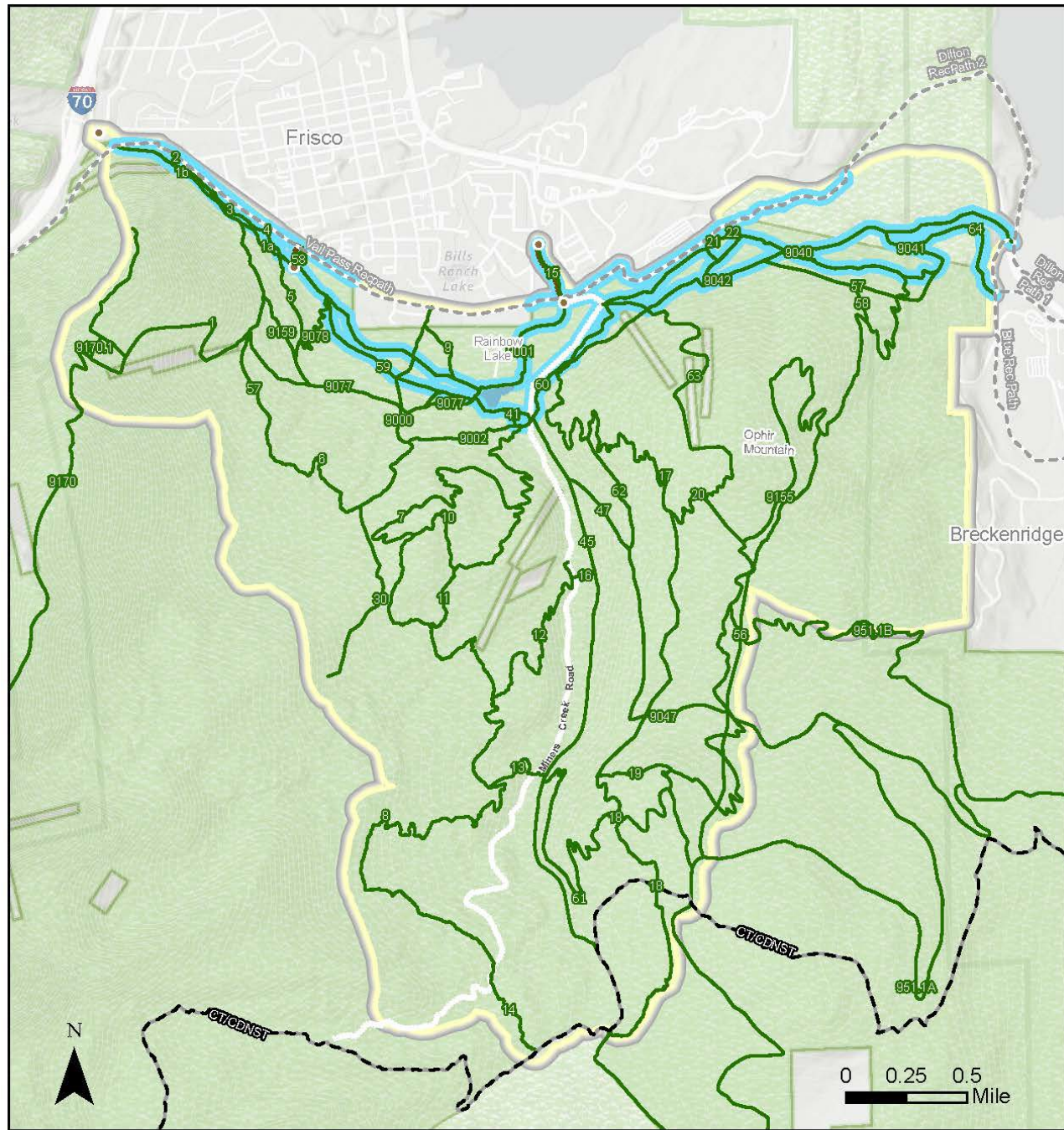
Town of Frisco Backyard Fuels and Recreation Project



Prepared by:

SE GROUP

Figure 4. Approved Recreation Improvements - Winter Use



Existing

- NFS Trails Allowing Winter Use*
- Colorado Trail/ Continental Divide National Scenic Trail
- Hard Surface Trail

- Access Roads
- Camp Hale Continental Divide National Monument Boundary
- National Forest System Land

Proposed

- Project Area
- Trailhead Improvements
- National Forest System Trail to be Improved for Winter Grooming (~10 miles)

Town of Frisco Backyard Fuels and Recreation Project



Prepared by:

SE GROUP

*All trails open to bicycles in the summer would be open to fat-tire bicycles in the winter

ACTIVITY REPORT -FEBRUARY, 2026

POLICE

MUNICIPAL COURT

	2026	2025		2026	2025
Property Stolen	\$4,805	\$12,999	Total number of citations issued for this court date	47	0
Property Recovered	\$0	\$145	Total number of violators due in court	25	2
Animal Control			Total number of violators in court	14	2
Citations	0	0			
Warning	0	1	Deferred to trial:	1	1
Bar Checks	2	26	Received Deferred Sentences:	0	0
Business Checks	52	51	Dismissed:	1	0
Assists	24	32	Guilty Pleas:	1	0
Parking Citations	0	1	Guilty to Amended Charges:	2	0
Parking Warnings	4	15	Guilty from Trial:	2	0
Traffic Citations	98	27	Continued to following month:	3	0
Traffic Warnings	192	122	Dismissed Prior to Court	0	0
Traffic Accidents (Total)		17	Handled by Mail		
Public Streets	7	8	W/in 20 days for Point Reduction:	31	0
Private Property	3	9	Outside of 20 days:	14	0
Injury	0	0	No Shows		
Open Buildings	1	2	Warrants Issued:	2	0
Alarms	5	3	Hold placed on Drivers License:	0	0
Calls for Service	599	519	Filed Unpaid:	0	0
Felony Arrests	1	1			
2nd degree assault	1	1			
Misdemeanor Arrests	15	21			
DUI	2	6			
Domestic Violence	1	2			
Minor in possession	1	1			
Harassment	2	2			



2
0
2
6

Monthly Financial Report

For the month ended February 28, 2026

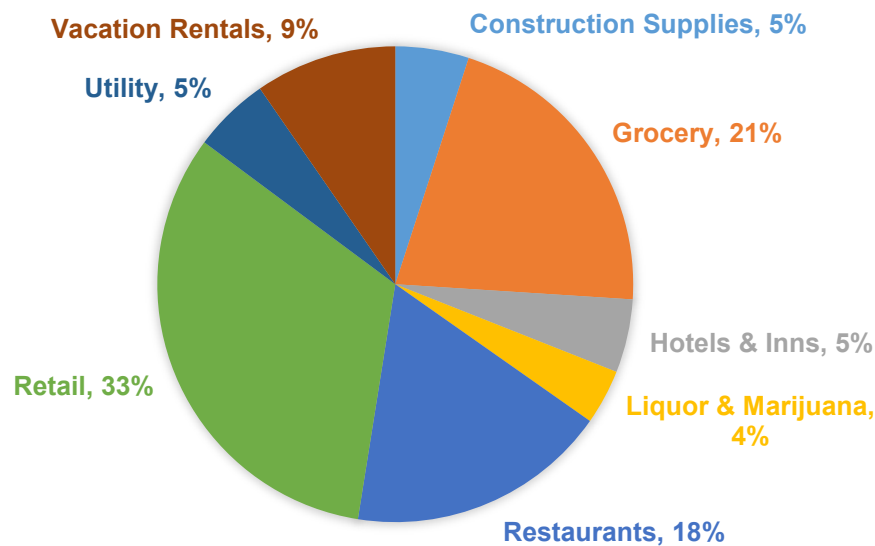


Sales Tax by Sales Month by Business Category

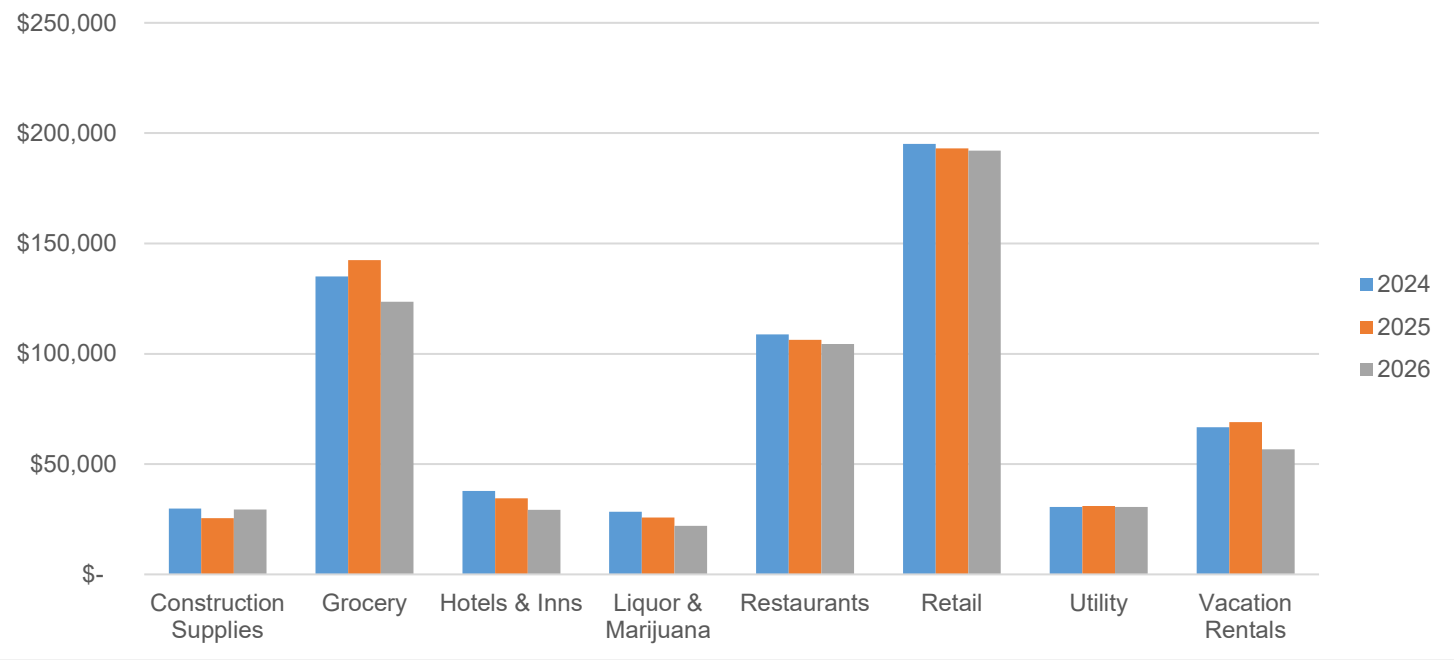
This section reflects business activity organized by the month in which sales occurred, as reported by vendors, allowing for year-over-year sector comparisons. Data for prior months is continually updated as delinquent returns are filed.

January 2026 had one out of our eight categories showing growth compared to the same month last year. Construction Supplies shows the biggest gains in terms of dollars and the biggest gains in terms of percentage growth in January 2026 compared to January 2025. Groceries shows the biggest decline in terms of percentage and the biggest decline in terms of dollars in January 2026 compared to January 2025.

YTD 2026



YTD 2024-2026 Sales Tax by Sales Month by Business Category



Sales Tax by Sales Month for each Business Activity

Total							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$632,367	\$627,691	\$588,070	(\$39,621)	-6%	(\$39,621)	-6%
February	\$631,743	\$620,550	\$0				
March	\$690,366	\$711,256	\$0				
April	\$390,252	\$413,354	\$0				
May	\$403,897	\$390,246	\$0				
June	\$553,088	\$572,384	\$0				
July	\$680,065	\$663,980	\$0				
August	\$611,240	\$594,934	\$0				
September	\$591,084	\$575,107	\$0				
October	\$473,790	\$459,544	\$0				
November	\$451,954	\$473,324	\$0				
December	\$793,603	\$819,446	\$0				
Total YTD Cumulative	\$632,367	\$627,691	\$588,070	(\$39,621)	-6%	(\$39,621)	-6%
Total Annual	\$6,903,449	\$6,921,815	\$588,070	n/a	n/a	n/a	n/a

Construction Supplies							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$29,868	\$25,476	\$29,381	\$3,905	15%	\$3,905	15%
February	\$34,226	\$39,604	\$0				
March	\$46,269	\$54,637	\$0				
April	\$42,554	\$39,145	\$0				
May	\$67,128	\$45,888	\$0				
June	\$69,887	\$82,566	\$0				
July	\$56,403	\$61,493	\$0				
August	\$66,940	\$51,778	\$0				
September	\$88,800	\$91,518	\$0				
October	\$70,750	\$51,609	\$0				
November	\$38,161	\$38,076	\$0				
December	\$70,729	\$74,623	\$0				
Total YTD Cumulative	\$29,868	\$25,476	\$29,381	\$3,905	15%	\$3,905	15%
Total Annual	\$681,713	\$656,412	\$29,381	n/a	n/a	n/a	n/a

Grocery							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$135,056	\$142,502	\$123,622	(\$18,880)	-13%	(\$18,880)	-13%
February	\$132,451	\$131,994	\$0				
March	\$140,263	\$143,213	\$0				
April	\$81,145	\$95,735	\$0				
May	\$81,313	\$80,718	\$0				
June	\$102,677	\$107,214	\$0				
July	\$147,197	\$148,266	\$0				
August	\$121,096	\$123,946	\$0				
September	\$108,618	\$104,187	\$0				
October	\$87,842	\$90,362	\$0				
November	\$95,189	\$101,052	\$0				
December	\$141,338	\$164,165	\$0				
Total YTD Cumulative	\$135,056	\$142,502	\$123,622	(\$18,880)	-13%	(\$18,880)	-13%
Total Annual	\$1,374,184	\$1,433,353	\$123,622	n/a	n/a	n/a	n/a

Hotels & Inns							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$37,864	\$34,464	\$29,326	(\$5,137)	-15%	(\$5,137)	-15%
February	\$41,730	\$46,360	\$0				
March	\$43,522	\$40,336	\$0				
April	\$13,692	\$13,145	\$0				
May	\$10,456	\$10,302	\$0				
June	\$19,935	\$19,141	\$0				
July	\$31,395	\$29,390	\$0				
August	\$29,431	\$25,007	\$0				
September	\$26,484	\$19,689	\$0				
October	\$18,627	\$14,264	\$0				
November	\$15,552	\$13,252	\$0				
December	\$37,209	\$32,453	\$0				
Total YTD Cumulative	\$37,864	\$34,464	\$29,326	(\$5,137)	-15%	(\$5,137)	-15%
Total Annual	\$325,898	\$297,803	\$29,326	n/a	n/a	n/a	n/a

Liquor & Marijuana							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$28,377	\$25,793	\$22,021	(\$3,772)	-15%	(\$3,772)	-15%
February	\$32,619	\$28,409	\$0				
March	\$30,844	\$28,244	\$0				
April	\$16,180	\$15,071	\$0				
May	\$13,485	\$13,070	\$0				
June	\$18,806	\$17,992	\$0				
July	\$24,665	\$23,308	\$0				
August	\$23,014	\$21,899	\$0				
September	\$18,163	\$16,829	\$0				
October	\$14,510	\$14,177	\$0				
November	\$16,217	\$15,416	\$0				
December	\$29,314	\$27,167	\$0				
Total YTD Cumulative	\$28,377	\$25,793	\$22,021	(\$3,772)	-15%	(\$3,772)	-15%
Total Annual	\$266,193	\$247,374	\$22,021	n/a	n/a	n/a	n/a

Restaurant							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$108,815	\$106,276	\$104,459	(\$1,818)	-2%	(\$1,818)	-2%
February	\$113,964	\$110,454	\$0				
March	\$128,711	\$125,466	\$0				
April	\$64,960	\$66,996	\$0				
May	\$62,246	\$64,208	\$0				
June	\$99,815	\$99,898	\$0				
July	\$137,477	\$135,023	\$0				
August	\$118,051	\$123,313	\$0				
September	\$102,513	\$100,357	\$0				
October	\$72,225	\$72,209	\$0				
November	\$61,684	\$65,048	\$0				
December	\$109,876	\$118,410	\$0				
Total YTD Cumulative	\$108,815	\$106,276	\$104,459	(\$1,818)	-2%	(\$1,818)	-2%
Total Annual	\$1,180,339	\$1,187,659	\$104,459	n/a	n/a	n/a	n/a

Retail - General							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$195,112	\$193,162	\$192,076	(\$1,085)	-1%	(\$1,085)	-1%
February	\$183,426	\$171,425	\$0				
March	\$208,248	\$219,289	\$0				
April	\$129,877	\$138,283	\$0				
May	\$133,624	\$142,295	\$0				
June	\$195,856	\$197,669	\$0				
July	\$225,102	\$208,013	\$0				
August	\$196,783	\$198,283	\$0				
September	\$196,168	\$192,305	\$0				
October	\$163,841	\$167,985	\$0				
November	\$171,348	\$187,379	\$0				
December	\$295,141	\$300,892	\$0				
Total YTD Cumulative	\$195,112	\$193,162	\$192,076	(\$1,085)	-1%	(\$1,085)	-1%
Total Annual	\$2,294,527	\$2,316,980	\$192,076	n/a	n/a	n/a	n/a

Utility							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$30,630	\$31,039	\$30,555	(\$484)	-2%	(\$484)	-2%
February	\$30,096	\$32,012	\$0				
March	\$29,858	\$33,935	\$0				
April	\$24,409	\$27,404	\$0				
May	\$20,968	\$20,945	\$0				
June	\$21,455	\$21,173	\$0				
July	\$17,471	\$18,975	\$0				
August	\$17,381	\$18,785	\$0				
September	\$21,189	\$21,819	\$0				
October	\$16,492	\$20,855	\$0				
November	\$19,398	\$20,515	\$0				
December	\$31,880	\$30,034	\$0				
Total YTD Cumulative	\$30,630	\$31,039	\$30,555	(\$484)	-2%	(\$484)	-2%
Total Annual	\$281,226	\$297,490	\$30,555	n/a	n/a	n/a	n/a

Vacation Rentals							
Month	2024	2025	2026	Over / (Under)		Over / (Under)	
				Change PY		YTD Change PY	
				\$	%	\$	%
January	\$66,645	\$68,980	\$56,630	(\$12,351)	-18%	(\$12,351)	-18%
February	\$63,231	\$60,292	\$0				
March	\$62,652	\$66,136	\$0				
April	\$17,435	\$17,575	\$0				
May	\$14,677	\$12,820	\$0				
June	\$24,657	\$26,731	\$0				
July	\$40,356	\$39,512	\$0				
August	\$38,543	\$31,922	\$0				
September	\$29,149	\$28,404	\$0				
October	\$29,503	\$28,084	\$0				
November	\$34,405	\$32,587	\$0				
December	\$78,117	\$71,701	\$0				
Total YTD Cumulative	\$66,645	\$68,980	\$56,630	(\$12,351)	-18%	(\$12,351)	-18%
Total Annual	\$499,369	\$484,744	\$56,630	n/a	n/a	n/a	n/a



Cash Basis Financial Summary Section

This section provides a high-level snapshot of the Town of Frisco's financial activity using **cash basis accounting**. Under this method, revenues and expenditures are recorded **only when cash is received or paid**, rather than when they are earned or incurred. This provides a clear, real-time view of available funds and the Town's current financial position.

This summary is different from the year-over-year business activity section earlier in the report. That section looks at sales tax based on when sales happen, while this one focuses on when the Town actually receives the money—giving a real-time look at how collections are tracking against the budget.

This summary is designed to:

- Track revenue based on actual cash received.
- Support monthly budget monitoring and cash flow analysis.
- Complement economic activity data presented in the earlier sales tax trend comparison section.

Collections vs. Remittance

Understanding the timing of tax collection versus remittance is key to interpreting the data in this report.

Key Distinction

- Collected** = When the customer pays tax to the business.
- Remitted** = When the business sends that tax to the Town.

Collected Tax

- When:** At the time of sale to the customer.
- What Happens:** A business charges and collects tax at the point of sale (in-store, online, etc.).
- Example:** A \$100 purchase with an 8% sales tax results in \$8 collected from the customer by the business at checkout and held until the tax is remitted to the government.

Remitted Tax

- When:** Typically by the 20th of the following month (depending on the business' filing frequency).
- What Happens:** The business submits the collected tax to the State and to the Town.
- Example:** Sales tax collected in January is generally remitted to the Town in February.

Why the Timing Difference Matters

- Businesses **temporarily hold** collected tax until their designated remittance deadline.
- As a result, the Town's revenue generally lags behind actual sales activity by at least one month.
- For example, **January shows \$0** because those taxes (from January sales) are remitted in February.
- "Period 13"** refers to November and December tax received in January and February but recorded as prior-year revenue to align with the year when the sales occurred, per Generally Accepted Accounting Principles.
- The following pages reflect when **actual tax payments** are received by the Town, not when the original sale happened. This is important for comparing **monthly cash receipts against budget projections**.

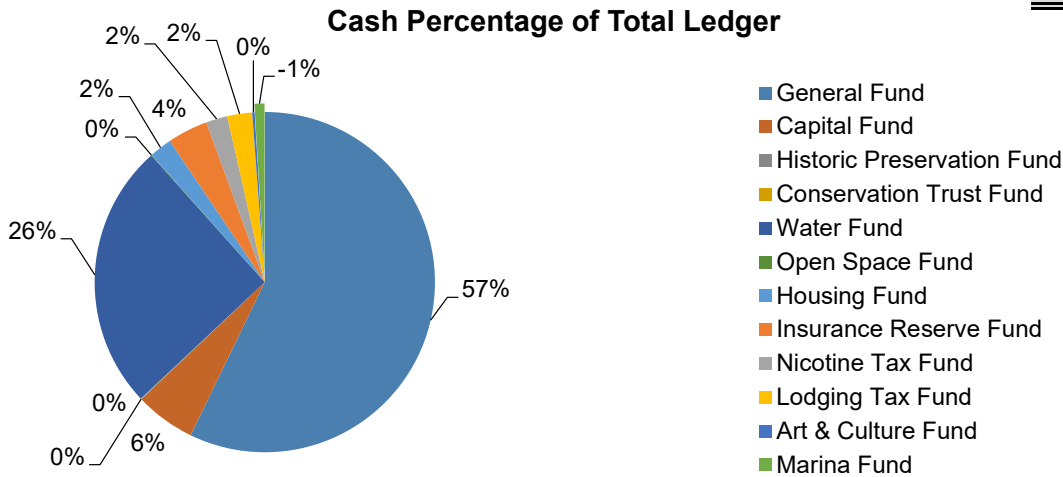
Financial Report - Cash Position

February 2026

The cash position report shows the ending balance of each of the Town's 12 financial funds after recording the month's revenue and expenditure transactions. The majority of the Town's fund balance is held within the General Fund. This report lists the institutions/investments in which the cash balances are held. Currently the Marina Fund has a negative cash balance that is being carried by the General Fund. With upcoming summer months, the Marina Fund will have a positive cash balance.

LEDGER BALANCES:

General Fund	\$14,484,529
Capital Fund	\$1,452,696
Historic Preservation Fund	\$14,455
Conservation Trust Fund	\$6,849
Water Fund	\$6,427,979
Open Space Fund	\$14,427
Housing Fund	\$544,843
Insurance Reserve Fund	\$970,092
Nicotine Tax Fund	\$517,549
Lodging Tax Fund	\$598,458
Art & Culture Fund	\$58,939
Marina Fund	(\$240,821)
TOTAL	\$24,849,995



ALLOCATION OF FUNDS:

1st Bank - Operating Account Bank Balance	\$4,920,308
1st Bank - Payroll Account Bank Balance	(\$68,853)
1st Bank - Accounts Payable Bank Balance	(\$452,202)
Colotrust Plus	\$4,367,782
CSIP	\$4,460,315
CSLIP	\$1,035,680
Alpine Bank CD	\$254,029
FirstBank CD	\$310,787
Wells Fargo CD	\$2,637
Flatirons Bank CD	\$240,000
LPL Financial	\$5,329,353
McCook National Bank CD	\$250,000
Multi Bank Securities	\$1,935,938
ProEquities	\$1,762,845
BOK Financial	\$501,377
TOTAL	\$24,849,995

Treasurer's Report Fund Summaries - February

The Treasurer's report shows the revenue and expenditure/expense activity within each fund for the month. Additionally, it reports how this activity compares to the Town's YTD budget. The YTD budget is designed to take into account the seasonality of the Town's revenues that peak in the winter months; expenditures often peak with the summer construction season. The 2026 YTD Budget is based upon the distribution of 2024 actual revenue and expenditure/expense activity.

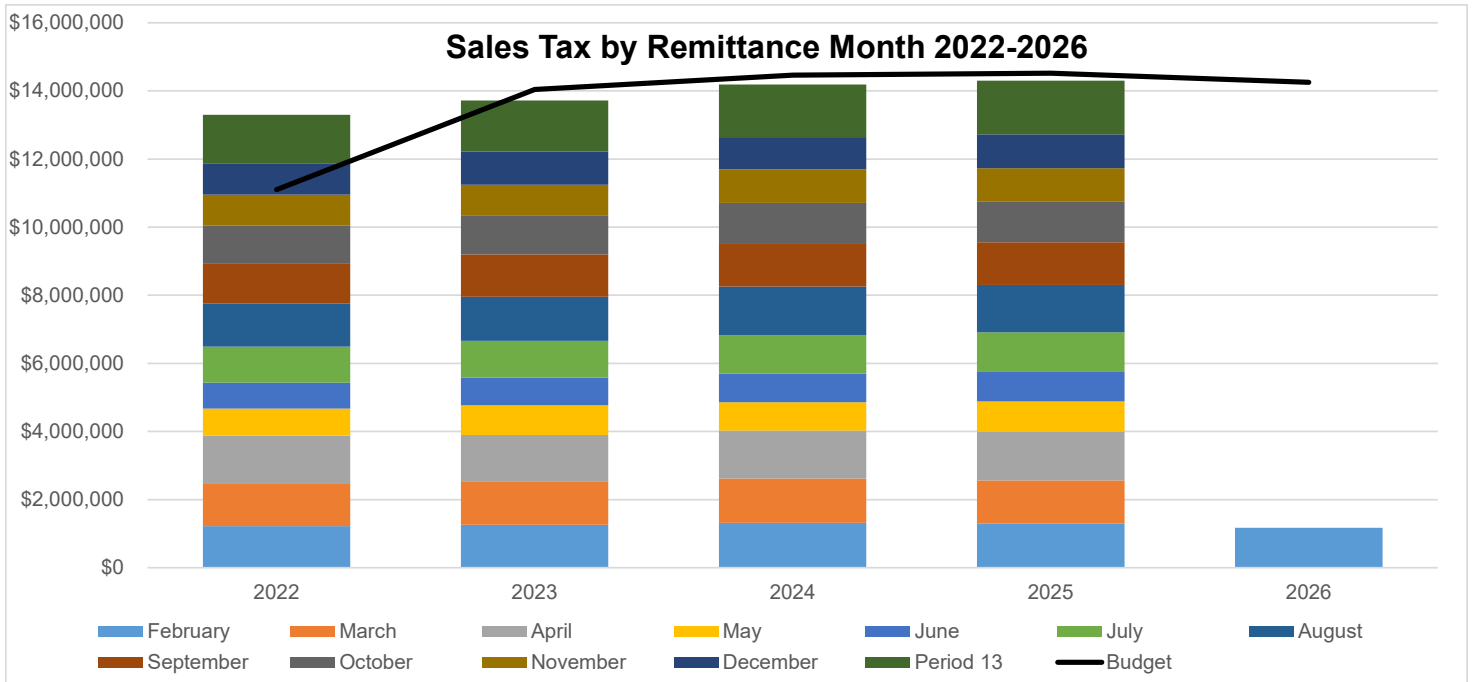
Fund	2026 YTD Actual	YTD Budget	% of YTD Budget	Total Budget	% of Total Budget
General Fund					
Revenues	\$2,570,283	\$2,496,716	102.9%	\$22,159,794	11.6%
Expenditures	\$3,217,279	\$3,515,719	91.5%	\$23,868,956	13.5%
Revenue: Slightly above YTD budget. Business license, business tax penalties and interest, short term rental licenses, FAP revenues above YTD budget. Town sales tax & Nordic revenues coming in below YTD Budget. Expenses: Slightly below January 2026 Budget. IT support, telephones, County wide grants & CDD building profession higher than YTD budget. Police, Recreation, FAP & Nordic salaries above YTD budget.					
Capital Fund					
Revenues	\$103,583	\$158,183	65.5%	\$4,282,400	2.4%
Expenditures	\$483,592	\$495,128	97.7%	\$4,866,933	9.9%
Revenue: Sale of assets is lower than the YTD budget due to timing of sales. REIF & interest below YTD budget. Expenses: Vehicles/equipment & Computers/technology above budget due to timing of purchases.					
Historic Preservation Fund					
Revenues	\$1,547	\$591	262%	\$11,045	14.0%
Expenditures	\$0	\$0	N/A	\$3,500	N/A
Revenue: Donations coming in higher than budgeted.					
Conservation Trust Fund					
Revenues	\$13	\$80	16.8%	\$34,700	0.0%
Expenditures	\$0	\$0	0.0%	\$34,700	0.0%
Revenue: Interest coming in below YTD budget.					
Water Fund					
Revenues	\$36,607	\$28,328	129.2%	\$11,015,500	0.3%
Expenditures	\$150,695	\$680,965	22.1%	\$1,171,737	12.9%
Revenue: Plant investment fees coming in higher than YTD budget. Expenses: Capital improvement projects are below budget due to timing of projects.					
Open Space Fund					
Revenues	\$28	\$85	33.2%	\$555	5.1%
Expenditures	\$0	\$0	N/A	\$0	N/A
Revenue: Interest revenue is below YTD budget.					
Housing Fund					
Revenues	\$269,288	\$255,520	105.4%	\$6,086,000	4.4%
Expenditures	\$178,196	\$300,933	59.2%	\$8,191,238	2.2%
Revenue: Developer impact fees/building permits & rental income coming in higher than YTD budget. Expenses: Capital projects below budget due to timing of projects.					
Insurance Reserve Fund					
Revenues	\$274,811	\$325,226	84.5%	\$2,157,942	12.7%
Expenditures	\$833,586	\$446,538	186.7%	\$2,680,307	31.1%
Revenue: Employer paid premiums below YTD budget. Expenses: Medical claims are much higher than YTD budget.					
Nicotine Tax Fund					
Revenues	\$1,011	\$2,971	34.0%	\$572,600	0.2%
Expenditures	\$0	\$4,699	0.0%	\$555,000	0.0%
Revenue: Interest revenue is below YTD budget.					
Lodging Tax Fund					
Revenues	\$133,546	\$157,346	84.9%	\$1,028,250	13.0%
Expenditures	\$72,315	\$100,096	72.2%	\$982,659	7.4%
Revenue: Lodging tax is below YTD budget. Expenses: Slightly below YTD budget.					
Art & Culture Fund					
Revenues	\$115	\$334	35%	\$72,000	0.2%
Expenditures	\$0	\$0	0%	\$80,000	0.0%
Revenue: Interest revenue is below YTD budget.					
Marina Fund					
Revenues	\$61,898	\$236,743	26.1%	\$2,959,239	2.1%
Expenditures	\$594,912	\$152,257	390.7%	\$3,045,133	19.5%
Revenue: Slip, mooring, and rack revenue are below YTD budget. Expenses: Capital improvement projects and capital equipment above YTD budget.					
16% of the Fiscal Year has Elapsed					

Sales Tax by Remittance Month

The general sales tax rate includes 2% Town of Frisco Sales tax & 2% Summit County Sales tax. Taxes collected from customers by businesses are remitted to the Town on the 20th of the following month.

The sales tax received from businesses in the February 2026 is down 9% or \$118,830 compared to February of the previous year. In February 2026, the Town received \$1,170,981 sales tax, compared to \$1,289,811 in sales tax received in February 2025. Reminder- this is sales tax submitted by businesses to the Town in February, and it is not report of sales tax collected by businesses from customers in February. Sales by business activity is outlined on pages 3 to 5 of this report.

Sales Tax by Remittance Month							
Year to Date through:							
February							
Month	2024	2025	2026	Over / (Under)		YTD Cumulative Budget	Over / (Under)
				Change from PY			YTD Cumulative Budget to Actual
				\$	%	\$	%
January*	\$0	\$0	\$0	\$0	0%	\$0	0%
February	\$1,319,537	\$1,289,811	\$1,170,981	(\$118,830)	-9%	\$1,325,492	88%
March	\$1,299,392	\$1,271,726	\$0				
April	\$1,410,027	\$1,438,730	\$0				
May	\$825,592	\$883,539	\$0				
June	\$847,818	\$865,974	\$0				
July	\$1,122,814	\$1,163,917	\$0				
August	\$1,431,710	\$1,387,660	\$0				
September	\$1,274,904	\$1,251,696	\$0				
October	\$1,181,374	\$1,194,923	\$0				
November	\$983,486	\$982,010	\$0				
December	\$950,005	\$996,176	\$0				
Period 13	\$1,541,943	\$1,576,868	\$0				
Total YTD Cumulative	\$1,319,537	\$1,289,811	\$1,170,981	(\$118,830)	-9%	\$1,325,492	88%
Total Annual	\$14,188,602	\$14,303,029	\$1,170,981	n/a	n/a	\$14,252,633	n/a



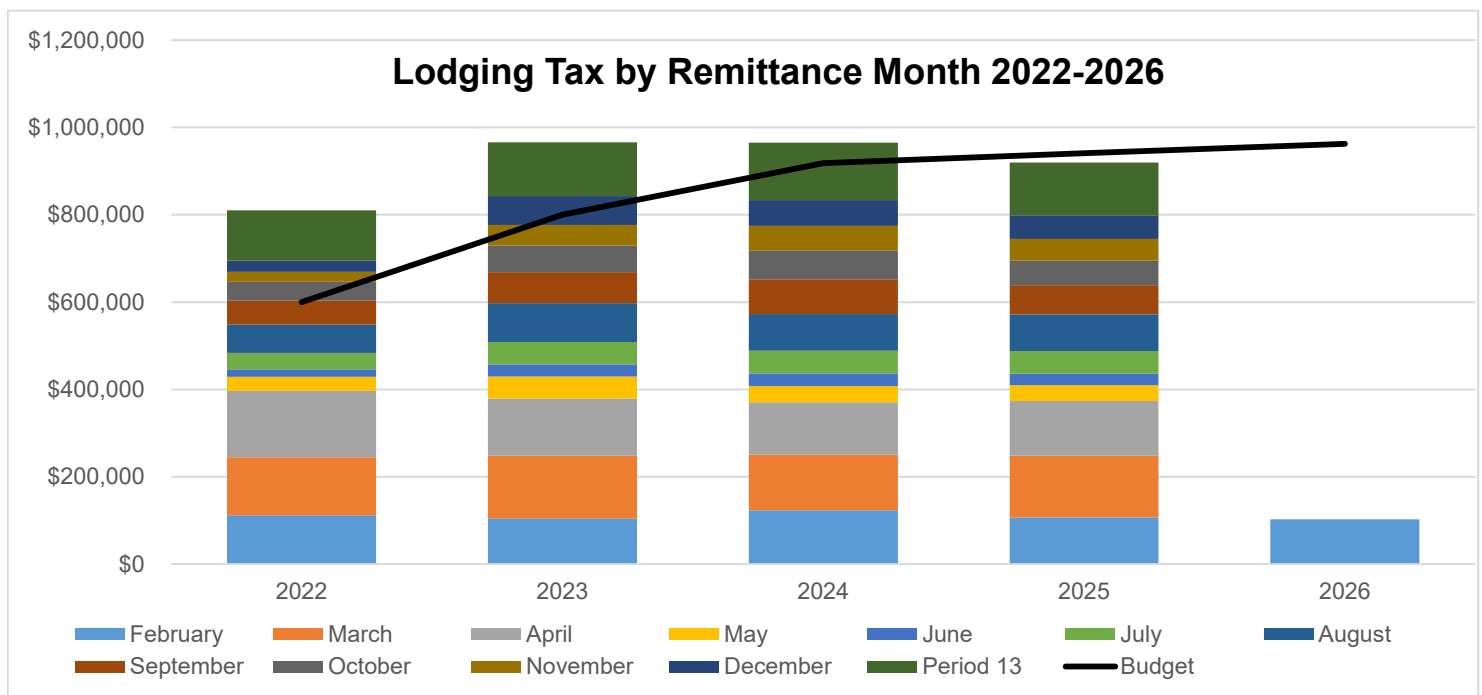
*February shows \$0 because taxes collected during that month are generally not remitted until February.

Lodging Tax by Remittance Month

The Lodging category (Hotels & Inns / Vacation Rentals) includes an additional 2.35% lodging tax. Taxes collected from the customer by the vendor should be remitted to the Town on the 20th of the following month.

The lodging tax received from businesses in February 2026 is down 4% or \$4,357 compared to February of the previous year. In February 2026, the Town received \$102,289 in lodging tax, compared to \$106,646 in lodging tax received in February 2025. Reminder- this is lodging tax submitted by businesses to the Town in February, and it is not a report of lodging tax collected by businesses from customers in February. Lodging sector business activity, hotels & inns or vacation rentals, is outlined on pages 4 and 5 of this report.

Town of Frisco - Lodging tax by Remittance Month							
Year to Date through:							
February							
Month	2024	2025	2026	Over / (Under)		YTD Cumulative Budget	Over / (Under)
				Change from PY			YTD Cumulative Budget to Actual
				\$	%	\$	%
January*	\$0	\$0	\$0	\$0	0%	\$0	0%
February	\$122,808	\$106,646	\$102,289	(\$4,357)	-4%	\$122,434	84%
March	\$127,283	\$141,897	\$0				
April	\$120,856	\$124,872	\$0				
May	\$36,349	\$35,980	\$0				
June	\$29,225	\$26,521	\$0				
July	\$52,233	\$52,358	\$0				
August	\$84,084	\$83,513	\$0				
September	\$79,328	\$66,726	\$0				
October	\$65,717	\$56,726	\$0				
November	\$56,820	\$49,703	\$0				
December	\$58,959	\$53,953	\$0				
Period 13	\$131,779	\$121,063	\$0				
Total YTD Cumulative	\$122,808	\$106,646	\$102,289	(\$4,357)	-4%	\$122,434	84%
Total Annual	\$965,443	\$919,958	\$102,289	n/a	n/a	\$962,500	n/a



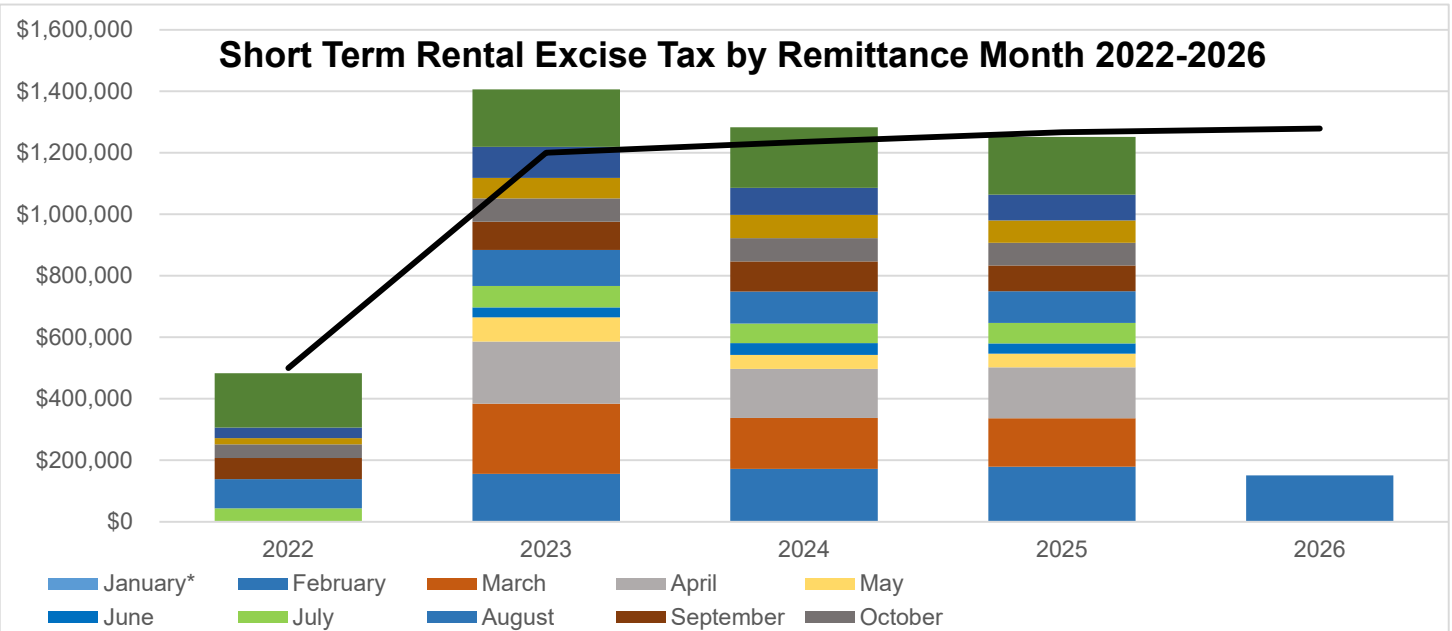
*January shows \$0 because taxes collected during that month are generally not remitted until February.

Short Term Rental (STR) Excise Tax by Remittance Month

A 5% STR Excise Tax was imposed on the purchase price paid or charged for the use of a short term rental property. This started on June 1, 2022. Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.

The STR excise tax received from business in February 2026 is down 16% or \$28,802 compared to February of the previous year. In February 2026, the Town received \$150,658 in STR excise tax, compared to \$179,459 in STR excise tax received in February 2025. Reminder-this is STR excise tax submitted by businesses to the Town in February, and it is not a report of STR excise tax collected by business from customers in February. Short Term Rental sector business activity is outlined on page 5 of this report.

Town of Frisco - STR Excise Tax by Remittance Month							
Year to Date through:							
February							
Month	2024	2025	2026	Over / (Under)		YTD Cumulative Budget	Over / (Under)
				Change from PY			YTD Cumulative Budget to Actual
				\$	%	\$	%
January*	\$0	\$0	\$0	\$0	0%	\$0	0%
February	\$172,372	\$179,459	\$150,658	(\$28,802)	-16%	\$171,759	88%
March	\$165,059	\$157,366					
April	\$160,082	\$165,387					
May	\$44,999	\$44,879					
June	\$38,192	\$33,004					
July	\$63,857	\$66,991					
August	\$104,604	\$102,837					
September	\$97,797	\$83,814					
October	\$75,622	\$73,939					
November	\$75,770	\$72,787					
December	\$88,143	\$83,447					
Period 13	\$197,067	\$188,063					
Total YTD Cumulative	\$172,372	\$179,459	\$150,658	(\$28,802)	-16%	\$171,759	88%
Total Annual	\$1,283,563	\$1,251,974	\$150,658	n/a	n/a	\$1,279,000	n/a



*January shows \$0 because taxes collected during that month are generally not remitted until February.

Real Estate Investment Fee (REIF) by Remittance Month

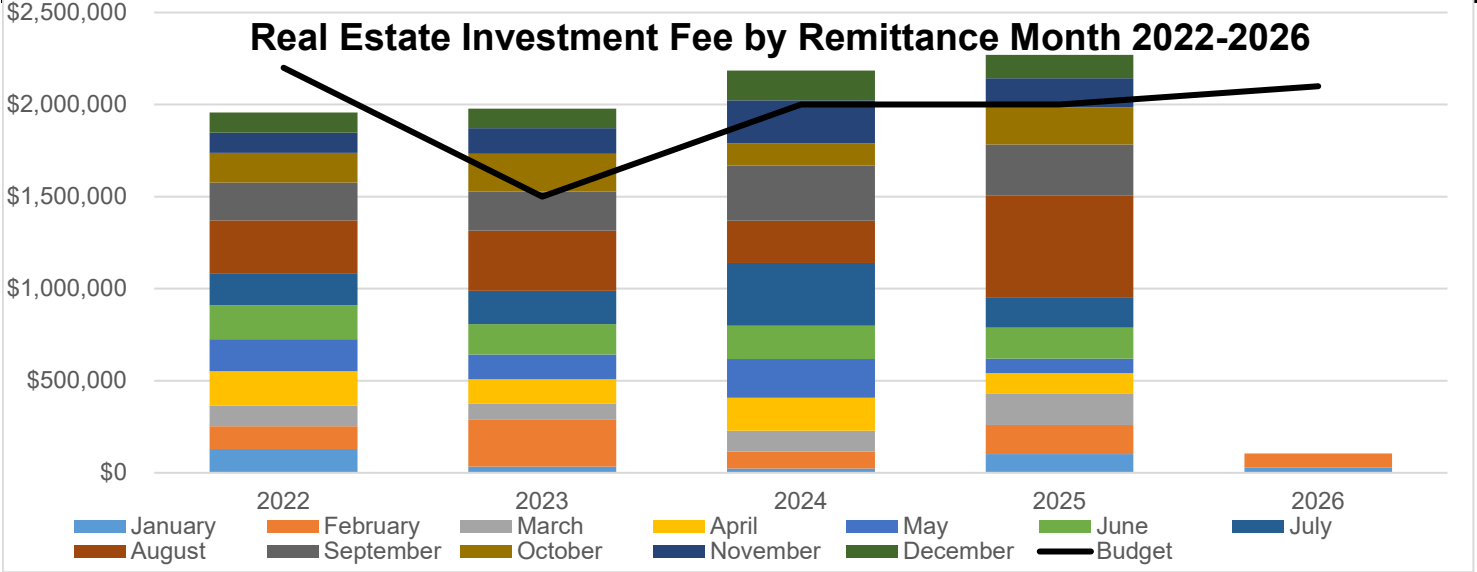
A 1% Real Estate Investment Fee is imposed on all real estate transfers within the Town.

The Real Estate Investment Fee received for the month of February 2026 is down 51% or \$81,480 compared to February of the previous year. In February 2026, the Town received \$77,118 in REIF, compared to \$158,598 received in February 2025.

In February 2026, the Town of Frisco recorded 8 real estate transactions involving sales with consideration. The average sale price during the month was \$963,975. The average sales price in the same month of 2025 was \$1,585,978.

[For a full detail report of the REIF for the month of February 2026 click here or visit Friscogov.com](#)

Town of Frisco - Real Estate Investment Fee (REIF)							
Year to Date through:							
February							
.	2024	2025	2026	Over / (Under)		YTD Cumulative Budget	Over / (Under)
				Change from PY			YTD Cumulative Budget to Actual
				\$	%	\$	%
January	\$22,650	\$101,400	\$28,200	(\$73,200)	-72%	\$21,765	130%
February	\$92,200	\$158,598	\$77,118	(\$81,480)	-51%	\$110,361	95%
March	\$114,130	\$168,976	\$0				
April	\$178,945	\$112,090	\$0				
May	\$209,935	\$78,428	\$0				
June	\$180,905	\$169,600	\$0				
July	\$341,290	\$161,160	\$0				
August	\$229,985	\$555,433	\$0				
September	\$298,893	\$277,410	\$0				
October	\$121,460	\$201,591	\$0				
November	\$232,355	\$158,030	\$0				
December	\$162,670	\$126,415	\$0				
Total YTD Cumulative	\$114,850	\$259,998	\$105,318	(\$154,680)	-59%	\$110,361	95%
Total Annual	\$2,185,418	\$2,269,130	\$105,318	n/a	n/a	\$2,100,000	n/a



Paper Filing Fees

A \$10 paper filing fee is imposed per paper filing for a tax or fee remittance form, effective January 2025.

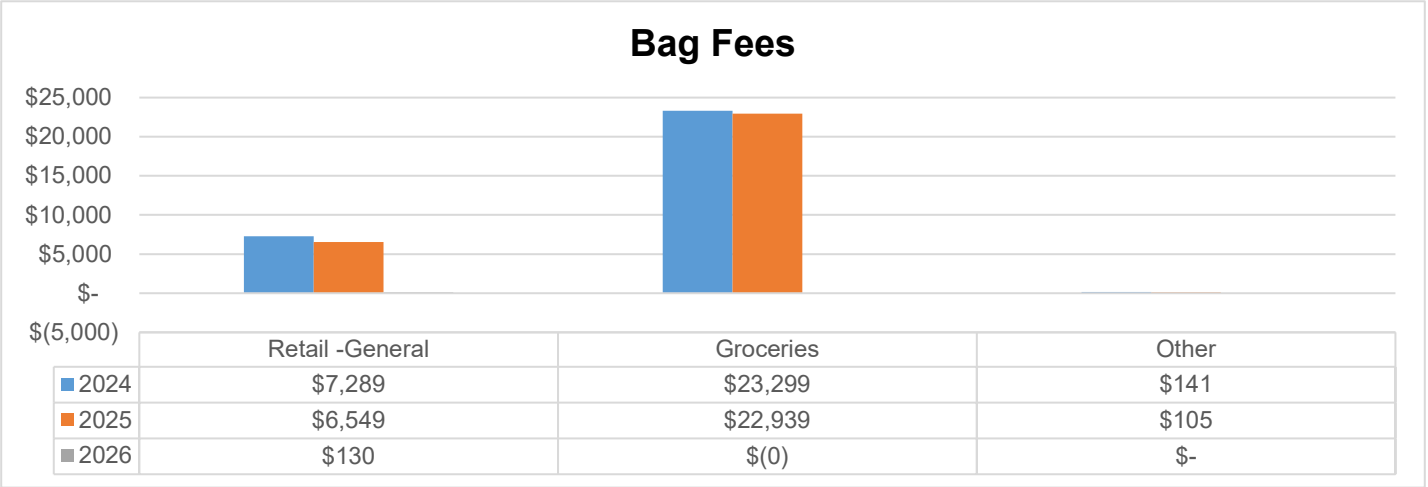
February 2026 shows 98% online tax filers. February 2026 shows 1% increase on online tax filers compared to February of 2025.

*Paper filing fees may experience fluctuations in months of quarterly & annual returns: March, June, September, & December.

Town of Frisco - \$10 Paper filing fee									
Year to Date through:									
February									
Month	2024		2025		2026				
	Returns Filed	% Online filers	Returns Filed	% Online filers	Returns Filed	# Paper filed	# Online Filers	% Online filers	Paper filing fee
January	-	-	-	-	-	-	-	-	\$0
February	818	97%	859	97%	1,017	19	998	98%	\$120
March	820	97%	1,006	98%	-	-			\$0
April	1,200	97%	1,304	97%	-	-			\$0
May	790	97%	930	98%	-	-			\$0
June	818	97%	896	97%	-	-			\$0
July	1,235	97%	1,428	98%	-	-			\$0
August	864	97%	963	97%	-	-			\$0
September	844	97%	1,023	98%	-	-			\$0
October	1,309	97%	1,530	97%	-	-			\$0
November	877	97%	986	98%	-	-			\$0
December	881	97%	1,071	98%	-	-			\$0
Period 13	1,507	96%	1,862	96%	-	-			\$0
Total YTD Cumulative	818	93%	859	97%	1,017	19	998	98%	\$120
Total Annual	11,963	97%	11,963	97%	1,017	19	998	98%	\$120

Bag fees

The disposable bag fee program began January 1, 2020.



Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ACORN PETROLEUM INC.							
410	ACORN PETROLEUM INC.	0037815-IN	Invoice 0037815-IN	01/29/2026	2,736.48	2,736.48	02/05/2026
410	ACORN PETROLEUM INC.	0038428-IN	Invoice 0038428-IN	02/03/2026	3,269.16	3,269.16	02/12/2026
410	ACORN PETROLEUM INC.	0038670-IN	Invoice 0038670-IN	02/10/2026	3,259.64	3,259.64	02/12/2026
410	ACORN PETROLEUM INC.	0039156-IN	Invoice 0039156-IN	02/16/2026	1,957.37	1,957.37	02/19/2026
410	ACORN PETROLEUM INC.	0039159-IN	Invoice 0039159-IN	02/16/2026	2,851.11	2,851.11	02/19/2026
410	ACORN PETROLEUM INC.	0039725-IN	Invoice 0039725-IN	02/24/2026	4,804.42	4,804.42	02/26/2026
410	ACORN PETROLEUM INC.	038599R-DM	Invoice 038599R-DM (corrected 0	02/09/2026	693.14	693.14	02/12/2026
410	ACORN PETROLEUM INC.	038599R-DM	Invoice 038599R-DM (corrected 0	02/09/2026	693.14	693.14	02/12/2026
Total ACORN PETROLEUM INC.:					20,264.46	20,264.46	
ALPINE SPECIALTY SERVICES							
997	ALPINE SPECIALTY SERVICES	6656	Snow removal FAP	02/01/2026	2,416.00	2,416.00	02/19/2026
Total ALPINE SPECIALTY SERVICES:					2,416.00	2,416.00	
AVERTIUM LLC							
2142	AVERTIUM LLC	INV613081	Managed XDR for Microsoft	02/02/2026	3,592.30	3,592.30	02/05/2026
Total AVERTIUM LLC:					3,592.30	3,592.30	
B PUBLIC RELATIONS LLC							
2192	B PUBLIC RELATIONS LLC	5907	Jan & Feb PR retainer and media	02/17/2026	6,698.25	6,698.25	02/19/2026
Total B PUBLIC RELATIONS LLC:					6,698.25	6,698.25	
BLADES GROUP LLC							
16448	BLADES GROUP LLC	18050766	Rock asphalt	12/18/2025	1,426.00	1,426.00	02/10/2026
Total BLADES GROUP LLC:					1,426.00	1,426.00	
BMO BANK N.A.							
3066	BMO BANK N.A.	1202026	Box 620-0 Period 3/15/26 - 3/14/2	01/20/2026	115.00	115.00	02/19/2026
Total BMO BANK N.A.:					115.00	115.00	
c/o KRISTA FIELDS - HPMA							
19959	c/o KRISTA FIELDS - HPMA	1369869	Release of Improvements Agreem	02/19/2026	25,696.53	25,696.53	02/26/2026
Total c/o KRISTA FIELDS - HPMA:					25,696.53	25,696.53	
CAMPBELL CONSTRUCTION LLC							
4260	CAMPBELL CONSTRUCTION LL	1370104	Return of Improvements Agreeme	02/24/2026	12,600.00	12,600.00	02/26/2026
4260	CAMPBELL CONSTRUCTION LL	2226	MAJ-21-0005/SD-22-007 315 S 3r	02/02/2026	2,079.74	2,079.74	02/05/2026
Total CAMPBELL CONSTRUCTION LLC:					14,679.74	14,679.74	
CAROL MARCH							
4376	CAROL MARCH	1227774	Return of Improvements Agreeme	02/19/2026	26,717.00	26,717.00	02/19/2026
Total CAROL MARCH:					26,717.00	26,717.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CEDAR LODGE CONDOMINIUMS							
4621	CEDAR LODGE CONDOMINIUM	10916	HOA Dues Unit 210	02/01/2026	518.97	518.97	02/05/2026
Total CEDAR LODGE CONDOMINIUMS:					518.97	518.97	
CHRIS LANDRY (DJ LANDRY)							
5117	CHRIS LANDRY (DJ LANDRY)	5101	DJ for Spontaneous 2026	02/07/2026	350.00	350.00	02/19/2026
Total CHRIS LANDRY (DJ LANDRY):					350.00	350.00	
CIRSA							
5440	CIRSA	INV1003074	1ST QTR 2026	01/01/2026	88,886.08	88,886.08	02/12/2026
Total CIRSA:					88,886.08	88,886.08	
CMNM							
5727	CMNM	IN224099	BACKYARD PAGE JANUARY 202	01/31/2026	240.00	240.00	02/05/2026
Total CMNM:					240.00	240.00	
CO TENTS & EVENTS LLC							
6620	CO TENTS & EVENTS LLC	1043093	Table and chair rentals for Fall Fe	02/19/2026	1,855.96	1,855.96	02/26/2026
Total CO TENTS & EVENTS LLC:					1,855.96	1,855.96	
COLORADO ASSOCIATION OF SKI TOWNS (D)							
4482	COLORADO ASSOCIATION OF	2169	CAST October Tom, CAST Salida,	02/03/2026	200.00	200.00	02/12/2026
4482	COLORADO ASSOCIATION OF	2169	CAST October Tom, CAST Salida,	02/03/2026	250.00	250.00	02/12/2026
Total COLORADO ASSOCIATION OF SKI TOWNS (D):					450.00	450.00	
COLORADO COMMUNITIES FOR CLIMATE ACTION							
6738	COLORADO COMMUNITIES FO	1304	Annual Member Dues 2026 Memb	02/19/2026	5,150.00	5,150.00	02/26/2026
Total COLORADO COMMUNITIES FOR CLIMATE ACTION:					5,150.00	5,150.00	
COLORADO HIGH SCHOOL CYCLING LEAGUE							
6755	COLORADO HIGH SCHOOL CY	2026	Sponsorship of Frisco 2026 Color	01/13/2026	4,000.00	4,000.00	02/05/2026
Total COLORADO HIGH SCHOOL CYCLING LEAGUE:					4,000.00	4,000.00	
COLUMN SOFTWARE PBC							
6370	COLUMN SOFTWARE PBC	EAA330C1-008	2026 MUNICIPAL ELECTION NO	02/23/2026	48.85	48.85	02/26/2026
Total COLUMN SOFTWARE PBC:					48.85	48.85	
COMPREHENSIVE BUILDING CODE SERVICES LLC							
7091	COMPREHENSIVE BUILDING C	028	Building Division Services	02/01/2026	37,475.00	37,475.00	02/05/2026
7091	COMPREHENSIVE BUILDING C	Code Adoption	Code Adoption prep work and me	02/01/2026	1,080.00	1,080.00	02/05/2026
Total COMPREHENSIVE BUILDING CODE SERVICES LLC:					38,555.00	38,555.00	
CROWLEY MARINE, INC.							
7760	CROWLEY MARINE, INC.	51105	Pontoon boats 2026 deal 51105	02/04/2026	37,700.00	37,700.00	02/19/2026
7760	CROWLEY MARINE, INC.	51106	Pontoon boats 2026 deal 51106	02/04/2026	37,700.00	37,700.00	02/19/2026
7760	CROWLEY MARINE, INC.	51107	Pontoon boats 2026 deal 51107	02/04/2026	37,700.00	37,700.00	02/19/2026
7760	CROWLEY MARINE, INC.	51108	Pontoon boats 2026 deal 51108	02/04/2026	37,700.00	37,700.00	02/19/2026
7760	CROWLEY MARINE, INC.	51109	Pontoon boats 2026 deal 51109	02/04/2026	45,995.00	45,995.00	02/19/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7760	CROWLEY MARINE, INC.	51110	Pontoon trailers 2026 deal 51110	02/04/2026	5,362.20	5,362.20	02/19/2026
7760	CROWLEY MARINE, INC.	51111	Pontoon trailers 2026 deal 51111	02/04/2026	5,362.20	5,362.20	02/19/2026
7760	CROWLEY MARINE, INC.	51112	Pntoon trailers 2026 deal 51112	02/04/2026	5,362.20	5,362.20	02/19/2026
7760	CROWLEY MARINE, INC.	51113	Pontoon trailers 2026 deal 51113	02/04/2026	6,047.20	6,047.20	02/19/2026
Total CROWLEY MARINE, INC.:					218,928.80	218,928.80	
CRUZ BILINGUAL SERVICES							
7785	CRUZ BILINGUAL SERVICES	2926	Interpretation services for 1/21/26	02/09/2026	120.00	120.00	02/12/2026
Total CRUZ BILINGUAL SERVICES:					120.00	120.00	
DIANE MCBRIDE							
9110	DIANE MCBRIDE	46054	Monthly Cell Phone Reimburseme	02/23/2026	70.00	70.00	02/26/2026
Total DIANE MCBRIDE:					70.00	70.00	
DIRECT EDGE DENVER LLC							
26705	DIRECT EDGE DENVER LLC	02-IN065046	3 large insert mesh banners	02/04/2026	624.56	624.56	02/12/2026
Total DIRECT EDGE DENVER LLC:					624.56	624.56	
ELITE BRANDS OF COLORADO, INC.							
10079	ELITE BRANDS OF COLORADO, W-1830180		Alcohol delivery 2/20/26	02/20/2026	118.00	118.00	02/26/2026
Total ELITE BRANDS OF COLORADO, INC.:					118.00	118.00	
EMILY CRAWFORD							
10199	EMILY CRAWFORD	2326	Mileage Reimbursement January	02/03/2026	134.85	134.85	02/05/2026
Total EMILY CRAWFORD:					134.85	134.85	
EMILY CRAWFORD (PETTY CASH CUSTODIAN)							
10206	EMILY CRAWFORD (PETTY CAS	22526	Petty cash - Brewski	02/25/2026	300.00	300.00	02/26/2026
Total EMILY CRAWFORD (PETTY CASH CUSTODIAN):					300.00	300.00	
EMPOWER TRUST COMPANY, LLC							
10251	EMPOWER TRUST COMPANY, L	455216	Q4 2025 Plan 100318-01; Vangu	12/22/2025	250.00	250.00	02/10/2026
Total EMPOWER TRUST COMPANY, LLC:					250.00	250.00	
FANCIFUL FACES							
10645	FANCIFUL FACES	2001	Facepainting for History Day	01/18/2026	750.00	750.00	02/05/2026
Total FANCIFUL FACES:					750.00	750.00	
FIRST DIGITAL COMMUNICATIONS, LLC							
10881	FIRST DIGITAL COMMUNICATIO	00929020-1	Web-Ex Town Phones	02/01/2026	313.82	313.82	02/12/2026
Total FIRST DIGITAL COMMUNICATIONS, LLC:					313.82	313.82	
FREEDOM MAILING SERVICES INC.							
11260	FREEDOM MAILING SERVICES I	52329	Delinquent Notices 2-11-2026	02/11/2026	68.45	68.45	02/26/2026
Total FREEDOM MAILING SERVICES INC.:					68.45	68.45	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
G.A. JOHNSON							
11703	G.A. JOHNSON	0000045	Old time photography for History	02/04/2026	1,306.50	1,306.50	02/12/2026
Total G.A. JOHNSON:					1,306.50	1,306.50	
GALENA PLACE HOA							
11756	GALENA PLACE HOA	2008	HOA Dues Unit 3	02/01/2026	550.00	550.00	02/05/2026
11756	GALENA PLACE HOA	2012	Monthly HOA Dues Unit 7	02/01/2026	459.91	459.91	02/05/2026
Total GALENA PLACE HOA:					1,009.91	1,009.91	
GRANT BARRICK							
12529	GRANT BARRICK	46023	Dec25-Jan26 Phone Bill	01/17/2026	35.00	35.00	02/12/2026
Total GRANT BARRICK:					35.00	35.00	
HBL CONSULTING INC.							
12970	HBL CONSULTING INC.	7989	Monthly IT Services + Council Ch	01/30/2026	13,170.00	13,170.00	02/05/2026
12970	HBL CONSULTING INC.	7990	Fiber optic project	01/30/2026	240.00	240.00	02/05/2026
Total HBL CONSULTING INC.:					13,410.00	13,410.00	
HEALTHJOY LLC							
13001	HEALTHJOY LLC	2023144068	2025 Subscription services	01/29/2026	19.56	19.56	02/05/2026
13001	HEALTHJOY LLC	2023144068	Subscription Services	01/29/2026	2,075.55	2,075.55	02/05/2026
13001	HEALTHJOY LLC	2023144072	Subscription Services	01/29/2026	2,770.27	2,770.27	02/05/2026
13001	HEALTHJOY LLC	2023147772	Subscription Services MSK Billing	01/31/2026	800.00	800.00	02/05/2026
13001	HEALTHJOY LLC	2023148301	Chronic Care Billing	02/10/2026	109.00	109.00	02/19/2026
Total HEALTHJOY LLC:					5,774.38	5,774.38	
HIGH COUNTRY CONSERVATION CENTER							
13150	HIGH COUNTRY CONSERVATIO	1067	2026 HC3 programs including En	01/20/2026	121,755.00	121,755.00	02/05/2026
13150	HIGH COUNTRY CONSERVATIO	1067	2026 HC3 programs including En	01/20/2026	7,290.00	7,290.00	02/05/2026
Total HIGH COUNTRY CONSERVATION CENTER:					129,045.00	129,045.00	
HOLMAN							
13579	HOLMAN	2062475	2025 Parts for sander spreader bo	11/21/2025	4,700.31	4,700.31	02/05/2026
Total HOLMAN:					4,700.31	4,700.31	
ICONIX CLOTHING							
13950	ICONIX CLOTHING	3658 50%	50% Down on staff uniforms	02/18/2026	1,447.90	1,447.90	02/26/2026
Total ICONIX CLOTHING:					1,447.90	1,447.90	
IDAHO SEWING FOR SPORTS INC.							
13953	IDAHO SEWING FOR SPORTS I	INV-40004335	Tube Shells - Deposit	02/13/2026	1,702.12	1,702.12	02/26/2026
13953	IDAHO SEWING FOR SPORTS I	INV-40004358	Tube Shells - Final amount	02/18/2026	1,881.12	1,881.12	02/26/2026
Total IDAHO SEWING FOR SPORTS INC.:					3,583.24	3,583.24	
INTERSTATE PARKING COMPANY OF COLORADO							
14285	INTERSTATE PARKING COMPA	FRISCO-0326	March 2026 Patrol	02/16/2026	1,149.00	1,149.00	02/19/2026
Total INTERSTATE PARKING COMPANY OF COLORADO:					1,149.00	1,149.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
JAMES GORHAM							
14703	JAMES GORHAM	1/29/26 Meetin	CAST Meeting Mileage Reimburs	02/04/2026	132.67	132.67	02/12/2026
Total JAMES GORHAM:					132.67	132.67	
JUSTIN COOPER							
16447	JUSTIN COOPER	21026	Firearm purchase agreement	02/10/2026	2,500.00	2,500.00	02/12/2026
16447	JUSTIN COOPER	2426	Reimbursement for uniform jacket	02/04/2026	246.80	246.80	02/05/2026
Total JUSTIN COOPER:					2,746.80	2,746.80	
K-D FLAGS, LLC							
16790	K-D FLAGS, LLC	32125	Flags for Main Street	01/26/2026	367.35	367.35	02/19/2026
Total K-D FLAGS, LLC:					367.35	367.35	
KEATON COLLINS							
16799	KEATON COLLINS	21026	Computer purchase agreement	02/10/2026	563.82	563.82	02/12/2026
Total KEATON COLLINS:					563.82	563.82	
KRONOS SAASHR INC.							
17408	KRONOS SAASHR INC.	I10080041574	Depot Exchange Support Service	01/28/2026	3,914.49	3,914.49	02/05/2026
17408	KRONOS SAASHR INC.	I10080043664	Monthly Service Charges	02/08/2026	3,993.16	3,993.16	02/19/2026
17408	KRONOS SAASHR INC.	I10080044848	Payroll Service Charges	02/08/2026	56.50	56.50	02/19/2026
Total KRONOS SAASHR INC.:					7,964.15	7,964.15	
LeFEVRE LAW PC							
18041	LeFEVRE LAW PC	INV-1363	Legal Advice & Counsel Services	02/05/2026	97.50	97.50	02/19/2026
Total LeFEVRE LAW PC:					97.50	97.50	
LESLIE EDWARDS							
18133	LESLIE EDWARDS	12312025	Edwards cell phone Jan-Dec 2025	12/31/2025	840.00	840.00	02/11/2026
Total LESLIE EDWARDS:					840.00	840.00	
LITTLE HORN CONDOMINIUM ASSOC.							
18418	LITTLE HORN CONDOMINIUM A	519 Teller Unit	HOA Dues, 510 Teller Unit 7	02/01/2026	500.00	500.00	02/05/2026
Total LITTLE HORN CONDOMINIUM ASSOC.:					500.00	500.00	
LOGAN SNYDER							
18472	LOGAN SNYDER	46023	Monthly Verizon Cell Phone Reim	01/20/2026	70.00	70.00	02/19/2026
18472	LOGAN SNYDER	46057	Personal Mileage Reimbursement	02/04/2026	126.15	126.15	02/26/2026
Total LOGAN SNYDER:					196.15	196.15	
MAVERICK SPORTS PROMOTIONS							
19505	MAVERICK SPORTS PROMOTIO	1480	Payment for race bibs for Turkey	02/12/2026	586.30	586.30	02/26/2026
Total MAVERICK SPORTS PROMOTIONS:					586.30	586.30	
MCKINSTRY ESSENTION LLC							
19576	MCKINSTRY ESSENTION LLC	20088848	EPC work with McKinstry as it rela	12/31/2025	45,880.62	45,880.62	02/10/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MCKINSTRY ESSENTION LLC:					45,880.62	45,880.62	
MCMAHAN & ASSOC, LLC							
19580	MCMAHAN & ASSOC, LLC	20164	2025 Audit	11/30/2025	43,000.00	43,000.00	02/26/2026
Total MCMAHAN & ASSOC, LLC:					43,000.00	43,000.00	
MEGAN BROWN							
19619	MEGAN BROWN	46057	Personal Vehicle Mileage Reimbu	02/17/2026	159.50	159.50	02/19/2026
Total MEGAN BROWN:					159.50	159.50	
MICHAEL BAKER INTERNATIONAL							
19886	MICHAEL BAKER INTERNATION	1266323	Town of Frisco Grant Support Oct	11/05/2025	3,366.75	3,366.75	02/19/2026
19886	MICHAEL BAKER INTERNATION	1273904	Frisco Grant support 12 2025	01/16/2026	5,953.85	5,953.85	02/19/2026
Total MICHAEL BAKER INTERNATIONAL:					9,320.60	9,320.60	
MOSES, WITTEMYER, HARRISON							
20600	MOSES, WITTEMYER, HARRIS	16914	Water Attorney January Service	02/05/2026	2,244.50	2,244.50	02/19/2026
Total MOSES, WITTEMYER, HARRISON:					2,244.50	2,244.50	
MOUNTAIN SIDE CONDOMINIUM							
20776	MOUNTAIN SIDE CONDOMINIUM	13055	HOA Dues, MSC 222H	02/01/2026	560.00	560.00	02/05/2026
Total MOUNTAIN SIDE CONDOMINIUM:					560.00	560.00	
MURRAY DAHL BEERY & RENAUD LLP							
20890	MURRAY DAHL BEERY & RENA	19590	General legal 19590	02/02/2026	20,794.48	20,794.48	02/12/2026
20890	MURRAY DAHL BEERY & RENA	19591	Retainer invoice 19591	02/02/2026	1,650.00	1,650.00	02/12/2026
20890	MURRAY DAHL BEERY & RENA	19592	Tinks place townhomes invoice 19	02/02/2026	240.00	240.00	02/12/2026
20890	MURRAY DAHL BEERY & RENA	19593	Prospector marketplace condos in	02/02/2026	240.00	240.00	02/12/2026
20890	MURRAY DAHL BEERY & RENA	19594	Lakepoint manor invoice 19594	02/02/2026	480.00	480.00	02/12/2026
20890	MURRAY DAHL BEERY & RENA	19595	Talus haus invoice 19595	02/02/2026	480.00	480.00	02/12/2026
20890	MURRAY DAHL BEERY & RENA	19596	Municipal Court invoice 19596	02/02/2026	1,813.43	1,813.43	02/12/2026
Total MURRAY DAHL BEERY & RENAUD LLP:					25,697.91	25,697.91	
MUTUAL OF OMAHA							
20910	MUTUAL OF OMAHA	002026007484	Life Premium/AD&D premium pay	01/15/2026	2,186.34	2,186.34	02/05/2026
20910	MUTUAL OF OMAHA	002026007484	LTD Premium Payable	01/15/2026	2,183.31	2,183.31	02/05/2026
20910	MUTUAL OF OMAHA	002026007484	STD Premium Payable	01/15/2026	1,785.09	1,785.09	02/05/2026
20910	MUTUAL OF OMAHA	002026007484	VOL. Life EE/SP/DEP/VOL. AD&D	01/15/2026	732.48	732.48	02/05/2026
20910	MUTUAL OF OMAHA	002026007484	Critical Illness EE/DEP-SP/Accide	01/15/2026	601.58	601.58	02/05/2026
Total MUTUAL OF OMAHA:					7,488.80	7,488.80	
OMNI REAL ESTATE COMPANY INC.							
21922	OMNI REAL ESTATE COMPANY	6005	Repairs and Legal for ToF Employ	02/15/2026	1,428.62	1,428.62	02/19/2026
21922	OMNI REAL ESTATE COMPANY	6005	Repairs and Legal for ToF Employ	02/15/2026	130.00	130.00	02/19/2026
21922	OMNI REAL ESTATE COMPANY	6006	619 Granite Management Fees	02/15/2026	1,375.00	1,375.00	02/19/2026
21922	OMNI REAL ESTATE COMPANY	6007	January ToF Employee Units Man	02/15/2026	2,875.00	2,875.00	02/19/2026
Total OMNI REAL ESTATE COMPANY INC.:					5,808.62	5,808.62	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PATRIOT PORTABLES & EVENTS LLC							
22381	PATRIOT PORTABLES & EVENT	1995	2025 Porto's for Trailheads; PRA,	08/11/2025	1,120.00	1,120.00	02/05/2026
22381	PATRIOT PORTABLES & EVENT	1995	2025 Porto's for Trailheads; PRA,	08/11/2025	560.00	560.00	02/05/2026
22381	PATRIOT PORTABLES & EVENT	2739	Toilets for Spontaneous event	02/13/2026	790.00	790.00	02/19/2026
Total PATRIOT PORTABLES & EVENTS LLC:					2,470.00	2,470.00	
PEAK INTERIORS INC							
22601	PEAK INTERIORS INC	21226	SUBcontractor payment for 619 G	02/12/2026	99,186.51	99,186.51	02/12/2026
Total PEAK INTERIORS INC:					99,186.51	99,186.51	
PINNACOL ASSURANCE							
23020	PINNACOL ASSURANCE	INV-2294581	Service Charges	02/03/2026	660.71	660.71	02/19/2026
Total PINNACOL ASSURANCE:					660.71	660.71	
PITNEY BOWES RESERVE ACCOUNT							
23100	PITNEY BOWES RESERVE ACC	02232026	POSTAGE PREPAID EXPENSE	02/23/2026	1,500.00	1,500.00	02/26/2026
Total PITNEY BOWES RESERVE ACCOUNT:					1,500.00	1,500.00	
PONTEM SOFTWARE							
23200	PONTEM SOFTWARE	00014660	CEMETERY SOFTWARE ANNUA	01/01/2026	1,435.00	1,435.00	02/26/2026
Total PONTEM SOFTWARE:					1,435.00	1,435.00	
PVS DX INC.							
23638	PVS DX INC.	RE7007693-25	Chlorine Cylinders	01/01/2026	100.00	100.00	02/19/2026
Total PVS DX INC.:					100.00	100.00	
RAPTOR EDUCATION FOUNDATION							
23924	RAPTOR EDUCATION FOUNDAT	#02042026FH	REF Pop Up	02/04/2026	990.00	990.00	02/12/2026
Total RAPTOR EDUCATION FOUNDATION:					990.00	990.00	
RESIDENCES AT GRANITE PARK CONDO ASN							
29942	RESIDENCES AT GRANITE PAR	February Dues	Town of Frisco - Granite Park Feb	02/01/2026	8,792.19	8,792.19	02/05/2026
Total RESIDENCES AT GRANITE PARK CONDO ASN:					8,792.19	8,792.19	
RICHARDS CARRINGTON							
24396	RICHARDS CARRINGTON	11608	Legal services for litigation at 619	01/31/2026	23,829.72	23,829.72	02/12/2026
Total RICHARDS CARRINGTON:					23,829.72	23,829.72	
SE GROUP							
26205	SE GROUP	7139	Backyard Project services through	02/05/2026	5,558.50	5,558.50	02/12/2026
Total SE GROUP:					5,558.50	5,558.50	
SHANIN THEISS							
26425	SHANIN THEISS	2026-01	Phone reimbursement for Jan 202	02/05/2026	70.00	70.00	02/19/2026
Total SHANIN THEISS:					70.00	70.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SHORT ELLIOT HENDRICKSON, INC							
26682	SHORT ELLIOT HENDRICKSON,	503483	Project admin	02/11/2026	3,878.50	3,878.50	02/19/2026
26682	SHORT ELLIOT HENDRICKSON,	503483	Project Admin	02/11/2026	3,303.75	3,303.75	02/19/2026
26682	SHORT ELLIOT HENDRICKSON,	503483	DRA 408	02/11/2026	507.50	507.50	02/19/2026
26682	SHORT ELLIOT HENDRICKSON,	503483	DRA 380	02/11/2026	652.50	652.50	02/19/2026
26682	SHORT ELLIOT HENDRICKSON,	503483	DRA 405	02/11/2026	217.50	217.50	02/19/2026
26682	SHORT ELLIOT HENDRICKSON,	503483	DRA 322	02/11/2026	1,396.00	1,396.00	02/19/2026
26682	SHORT ELLIOT HENDRICKSON,	503483	DRA 414	02/11/2026	217.50	217.50	02/19/2026
26682	SHORT ELLIOT HENDRICKSON,	503483	DRA 404	02/11/2026	1,087.50	1,087.50	02/19/2026
Total SHORT ELLIOT HENDRICKSON, INC:					11,260.75	11,260.75	
SIMPLIVERIFIED							
26853	SIMPLIVERIFIED	79215	Background Checks	01/01/2026	183.80	183.80	02/19/2026
26853	SIMPLIVERIFIED	81034	Background Checks	02/01/2026	185.55	185.55	02/05/2026
Total SIMPLIVERIFIED:					369.35	369.35	
SIX LINE METALWORKS LLC							
26891	SIX LINE METALWORKS LLC	1517	Push frame metalwork for 19-09.	02/02/2026	2,500.00	2,500.00	02/12/2026
Total SIX LINE METALWORKS LLC:					2,500.00	2,500.00	
SKI COUNTRY AUTO REPAIR AND TOWING							
26905	SKI COUNTRY AUTO REPAIR A	25-126616	Vehicle tow case 2025-7402 INV	01/30/2026	225.00	225.00	02/05/2026
Total SKI COUNTRY AUTO REPAIR AND TOWING:					225.00	225.00	
SNOW ECONOMICS INC.							
27065	SNOW ECONOMICS INC.	10936	2025 Hydraulic Hose BOYHYD1-2	11/04/2025	278.71	278.71	02/05/2026
Total SNOW ECONOMICS INC.:					278.71	278.71	
STARTING HEARTS							
27505	STARTING HEARTS	81087	Service Contract 1/1/26-12/31/26	12/01/2025	1,400.00	1,400.00	02/19/2026
Total STARTING HEARTS:					1,400.00	1,400.00	
STEVEN A. NOFZIGER							
269	STEVEN A. NOFZIGER	INVOICE-2026-	Abandoned vehicle processing for	01/31/2026	400.00	400.00	02/12/2026
Total STEVEN A. NOFZIGER:					400.00	400.00	
SUMMIT COUNTY GOVERNMENT							
28320	SUMMIT COUNTY GOVERNMENT	215659	Q4 2025 PHASE 1 NICOTINE CO	12/31/2025	80,286.70	80,286.70	02/12/2026
Total SUMMIT COUNTY GOVERNMENT:					80,286.70	80,286.70	
SUMMIT COUNTY RESOURCE ALLOCATION PARK							
28570	SUMMIT COUNTY RESOURCE	753277	Scrap Metal dump	02/11/2026	5.00	5.00	02/19/2026
Total SUMMIT COUNTY RESOURCE ALLOCATION PARK:					5.00	5.00	
SUNCENTRAL LLC							
29145	SUNCENTRAL LLC	#7BB8B241	2025 Pivot Energy November 202	01/01/2026	3,745.38	3,745.38	02/05/2026
29145	SUNCENTRAL LLC	#FC85063A	2025 Pivot Energy December 202	01/30/2026	3,100.69	3,100.69	02/05/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SUNCENTRAL LLC:					6,846.07	6,846.07	
TETRA TECH, INC.							
29800	TETRA TECH, INC.	52545339	Final invoice for design work on C	02/05/2026	17,017.00	17,017.00	02/12/2026
Total TETRA TECH, INC.:					17,017.00	17,017.00	
THOMAS FISHER							
30098	THOMAS FISHER	2326	Cell phone reimbursement Januar	02/03/2026	100.00	100.00	02/05/2026
Total THOMAS FISHER:					100.00	100.00	
TOWPRO LIFTS LLC							
30951	TOWPRO LIFTS LLC	26-023	Parts for TP-15	02/16/2026	7,436.45	7,436.45	02/26/2026
Total TOWPRO LIFTS LLC:					7,436.45	7,436.45	
TRIANGLE ELECTRIC, INC.							
31130	TRIANGLE ELECTRIC, INC.	30407	Fifth St lights Controller	02/04/2026	909.57	909.57	02/10/2026
Total TRIANGLE ELECTRIC, INC.:					909.57	909.57	
UMB BANK NA							
31500	UMB BANK NA	JAN2026-1	Flywire*hestra--Fette--Hestra glov	01/02/2026	69.53	69.53	01/31/2026
31500	UMB BANK NA	JAN2026-10	Vzwriss--Joyce--Monthly cell phon	01/21/2026	70.00	70.00	01/31/2026
31500	UMB BANK NA	JAN2026-100	Usdn--Cruz--Yearly subscription to	01/16/2026	1,030.00	1,030.00	01/31/2026
31500	UMB BANK NA	JAN2026-101	Xcel --Account--Electricity - EV Ch	01/22/2026	4.60	4.60	01/31/2026
31500	UMB BANK NA	JAN2026-102	Xcel --Account--Electricity - EV Ch	01/22/2026	5.81	5.81	01/31/2026
31500	UMB BANK NA	JAN2026-103	Xcel --Account--Electricity - EV Ch	01/22/2026	28.54	28.54	01/31/2026
31500	UMB BANK NA	JAN2026-104	Xcel --Account--Gas/Electricity - E	01/22/2026	32.08	32.08	01/31/2026
31500	UMB BANK NA	JAN2026-105	Xcel --Account--Electricity - EV Ch	01/22/2026	209.08	209.08	01/31/2026
31500	UMB BANK NA	JAN2026-106	Xcel --Account--Electricity - EV Ch	01/22/2026	264.30	264.30	01/31/2026
31500	UMB BANK NA	JAN2026-107	Xcel --Account--Electricity - EV Ch	01/22/2026	1,297.24	1,297.24	01/31/2026
31500	UMB BANK NA	JAN2026-108	Xcel --Account--Gas/Electricity - E	01/22/2026	1,458.26	1,458.26	01/31/2026
31500	UMB BANK NA	JAN2026-109	Discountmugs.Com--Holley--reus	01/13/2026	11,748.80	11,748.80	01/31/2026
31500	UMB BANK NA	JAN2026-11	Vzwriss--Muth--Government cell p	01/20/2026	35.00	35.00	01/31/2026
31500	UMB BANK NA	JAN2026-110	Fedex--Pappas--Postage for lab t	01/21/2026	33.16	33.16	01/31/2026
31500	UMB BANK NA	JAN2026-111	Fedex--Pappas--Postage for lab ki	01/14/2026	38.91	38.91	01/31/2026
31500	UMB BANK NA	JAN2026-112	Theiacp--Pappas--2026 annual du	01/02/2026	220.00	220.00	01/31/2026
31500	UMB BANK NA	JAN2026-113	Peak 1 Express--Pappas--R/T shu	01/27/2026	178.00	178.00	01/31/2026
31500	UMB BANK NA	JAN2026-114	Bestwestern--Pappas--C Freeman	01/15/2026	1,382.93	1,382.93	01/31/2026
31500	UMB BANK NA	JAN2026-115	United--Pappas--Baggage fee fro	01/26/2026	35.00	35.00	01/31/2026
31500	UMB BANK NA	JAN2026-116	United--Pappas--Baggage fee fro	01/26/2026	35.00	35.00	01/31/2026
31500	UMB BANK NA	JAN2026-117	United--Pappas--Original flight for	01/26/2026	494.47	494.47	01/31/2026
31500	UMB BANK NA	JAN2026-118	Amazon--Pappas--Sharpie marker	01/10/2026	27.98	27.98	01/31/2026
31500	UMB BANK NA	JAN2026-119	Amazon--Pappas--Name badge fo	01/21/2026	8.49	8.49	01/31/2026
31500	UMB BANK NA	JAN2026-12	Vzwriss--Harper--Nikki Harper cell	01/19/2026	70.00	70.00	01/31/2026
31500	UMB BANK NA	JAN2026-120	Amazon--Pappas--Copy paper for	01/17/2026	37.78	37.78	01/31/2026
31500	UMB BANK NA	JAN2026-121	Amazon--Pappas--Tissues and pa	01/03/2026	100.94	100.94	01/31/2026
31500	UMB BANK NA	JAN2026-122	Greco's Pastaria--Smith--Dinner f	01/11/2026	35.16	35.16	01/31/2026
31500	UMB BANK NA	JAN2026-123	Safeway--Pappas--Refreshments	01/21/2026	70.44	70.44	01/31/2026
31500	UMB BANK NA	JAN2026-124	Vistaprint--Broadbent--Restock of	01/23/2026	34.78	34.78	01/31/2026
31500	UMB BANK NA	JAN2026-125	Vistaprint--Broadbent--Business c	01/16/2026	91.97	91.97	01/31/2026
31500	UMB BANK NA	JAN2026-126	Wpsg, Inc.--Wickman--Commend	12/27/2025	30.48	30.48	01/31/2026
31500	UMB BANK NA	JAN2026-127	Www.Linstar.Com--Pappas--ID ca	01/20/2026	12.80	12.80	01/31/2026
31500	UMB BANK NA	JAN2026-128	amich And Jenks--Pappas--Polygr	01/20/2026	160.00	160.00	01/31/2026
31500	UMB BANK NA	JAN2026-129	nicoletti-Flater Asso--Pappas--Pre	01/05/2026	300.00	300.00	01/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	JAN2026-13	B2b Prime--Kender--Amazon prim	01/07/2026	349.00	349.00	01/31/2026
31500	UMB BANK NA	JAN2026-130	Airbnb --Wicklund--2026 expense	12/31/2025	2,003.71	2,003.71	01/31/2026
31500	UMB BANK NA	JAN2026-131	Amazon--Miller--Water filter syste	01/17/2026	77.50	77.50	01/31/2026
31500	UMB BANK NA	JAN2026-132	Lowes--Miller--Sink, pipes, fittings,	01/14/2026	298.78	298.78	01/31/2026
31500	UMB BANK NA	JAN2026-133	pastperfect--Miller--Past Perfect s	01/20/2026	846.00	846.00	01/31/2026
31500	UMB BANK NA	JAN2026-134	Joinhomebase.Com--Miller--Staff	01/09/2026	30.00	30.00	01/31/2026
31500	UMB BANK NA	JAN2026-135	Breckenridge Lasergraphic--Miller	01/05/2026	46.90	46.90	01/31/2026
31500	UMB BANK NA	JAN2026-136	Cloud Cover Music--Holley--Cloud	01/02/2026	18.95	18.95	01/31/2026
31500	UMB BANK NA	JAN2026-137	Xcel --Account--Gas/Electric Frisc	01/22/2026	39.63	39.63	01/31/2026
31500	UMB BANK NA	JAN2026-138	Xcel --Account--Gas/Electric Frisc	01/22/2026	1,801.14	1,801.14	01/31/2026
31500	UMB BANK NA	JAN2026-139	Alsco Inc.--Miller--Rug replaceme	01/13/2026	436.91	436.91	01/31/2026
31500	UMB BANK NA	JAN2026-14	Nytimes Disc--McBride--NY Times	01/11/2026	4.02	4.02	01/31/2026
31500	UMB BANK NA	JAN2026-140	Properly Cleaning--Schleifer--AM	01/06/2026	660.00	660.00	01/31/2026
31500	UMB BANK NA	JAN2026-141	Properly Cleaning--Schleifer--AM	01/06/2026	660.00	660.00	01/31/2026
31500	UMB BANK NA	JAN2026-142	Amazon--Miller--Frame for 1983	01/17/2026	31.99	31.99	01/31/2026
31500	UMB BANK NA	JAN2026-143	Etsy, Inc.--Arnold--wassail walrus	01/09/2026	3.47	3.47	01/31/2026
31500	UMB BANK NA	JAN2026-144	buffalo Mountain Storage--Miller--	01/10/2026	342.00	342.00	01/31/2026
31500	UMB BANK NA	JAN2026-145	Apple.Com--Canino--Increased st	01/14/2026	.99	.99	01/31/2026
31500	UMB BANK NA	JAN2026-146	Safeway--Hinton--snow and ice re	01/20/2026	101.90	101.90	01/31/2026
31500	UMB BANK NA	JAN2026-147	peppinos Pizza--Hinton--Snow an	01/20/2026	344.04	344.04	01/31/2026
31500	UMB BANK NA	JAN2026-148	Dunkin --Hinton--Patrick and Ashl	01/07/2026	9.13	9.13	01/31/2026
31500	UMB BANK NA	JAN2026-149	Fmcsa D&a Clearinghouse--Hinto	01/07/2026	25.00	25.00	01/31/2026
31500	UMB BANK NA	JAN2026-15	Amazon--Broadbent--recordkeepi	01/12/2026	43.99	43.99	01/31/2026
31500	UMB BANK NA	JAN2026-150	Lowes--Hinton--Water	01/13/2026	79.95	79.95	01/31/2026
31500	UMB BANK NA	JAN2026-151	Indust Health Serv Network--Zabl	01/05/2026	458.60	458.60	01/31/2026
31500	UMB BANK NA	JAN2026-152	Stjernholm Chiropractic--Dean--D	01/05/2026	87.00	87.00	01/31/2026
31500	UMB BANK NA	JAN2026-153	Stjernholm Chiropractic--Zavagno	01/16/2026	87.00	87.00	01/31/2026
31500	UMB BANK NA	JAN2026-154	Vistaprint--Broadbent--Business c	01/23/2026	18.89	18.89	01/31/2026
31500	UMB BANK NA	JAN2026-155	Amazon--Hinton--Ashley uniform -	01/27/2026	16.99	16.99	01/31/2026
31500	UMB BANK NA	JAN2026-156	Amazon--Hinton--Ashley uniform	01/28/2026	35.99	35.99	01/31/2026
31500	UMB BANK NA	JAN2026-157	Amazon--Hinton--Ashley uniform	01/27/2026	163.75	163.75	01/31/2026
31500	UMB BANK NA	JAN2026-158	Atssa--Batdorff--ATSSA Flagger c	01/09/2026	95.00	95.00	01/31/2026
31500	UMB BANK NA	JAN2026-159	Atssa--Hinton--David Bonno Flagg	01/13/2026	95.00	95.00	01/31/2026
31500	UMB BANK NA	JAN2026-16	premier Denver Event--Jackson--	01/27/2026	55.00	55.00	01/31/2026
31500	UMB BANK NA	JAN2026-160	timberline Disp--Schleifer--Main St	01/01/2026	4,976.45	4,976.45	01/31/2026
31500	UMB BANK NA	JAN2026-161	neotreks, Inc--Johnsen--Plow ops	01/26/2026	390.00	390.00	01/31/2026
31500	UMB BANK NA	JAN2026-162	Lowes--Montes--Tools for Streets	01/20/2026	34.66	34.66	01/31/2026
31500	UMB BANK NA	JAN2026-163	Wal-Mart --Batdorff--Supply for sh	01/08/2026	32.46	32.46	01/31/2026
31500	UMB BANK NA	JAN2026-164	Xcel --Account--Electricity - N. 1st	01/22/2026	3.11	3.11	01/31/2026
31500	UMB BANK NA	JAN2026-165	Xcel --Account--Electricity - Street	01/22/2026	4.84	4.84	01/31/2026
31500	UMB BANK NA	JAN2026-166	Xcel --Account--Electricity - Town	01/22/2026	95.68	95.68	01/31/2026
31500	UMB BANK NA	JAN2026-167	Xcel --Account--Electricity - N. 1st	01/22/2026	141.47	141.47	01/31/2026
31500	UMB BANK NA	JAN2026-168	Xcel --Account--Electricity - Street	01/22/2026	220.05	220.05	01/31/2026
31500	UMB BANK NA	JAN2026-169	Xcel --Account--Electricity - Town	01/22/2026	4,349.02	4,349.02	01/31/2026
31500	UMB BANK NA	JAN2026-17	Safeway--Dean--Breakfast for Ori	01/07/2026	51.40	51.40	01/31/2026
31500	UMB BANK NA	JAN2026-170	Amazon--Hinton--windshield de-fo	01/09/2026	32.96	32.96	01/31/2026
31500	UMB BANK NA	JAN2026-171	Lowes--Jensen--Hardware for stre	01/14/2026	11.74	11.74	01/31/2026
31500	UMB BANK NA	JAN2026-172	Wal-Mart --Wiser--Hitch lock for m	01/26/2026	33.58	33.58	01/31/2026
31500	UMB BANK NA	JAN2026-173	Allied Security Group --Schleifer--	01/27/2026	240.00	240.00	01/31/2026
31500	UMB BANK NA	JAN2026-174	Allied Security Group --Schleifer--	01/07/2026	289.00	289.00	01/31/2026
31500	UMB BANK NA	JAN2026-175	Amazon--Schleifer--Boiler testing	01/11/2026	27.98	27.98	01/31/2026
31500	UMB BANK NA	JAN2026-176	Amazon--Schleifer--PW toilet repa	01/17/2026	735.31	735.31	01/31/2026
31500	UMB BANK NA	JAN2026-177	Cintas Corp--Schleifer--Cintas PW	01/20/2026	278.86	278.86	01/31/2026
31500	UMB BANK NA	JAN2026-178	Co Bldg Sup --Schleifer--New doo	01/08/2026	433.46	433.46	01/31/2026
31500	UMB BANK NA	JAN2026-179	Dt--Schleifer--Duluth trading Joe s	01/02/2026	115.52	115.52	01/31/2026
31500	UMB BANK NA	JAN2026-18	Amazon--Broadbent--Amazon/Wh	01/15/2026	119.99	119.99	01/31/2026
31500	UMB BANK NA	JAN2026-180	Gold Label Specialties--Schleifer--	01/07/2026	700.00	700.00	01/31/2026
31500	UMB BANK NA	JAN2026-181	Homedepot.Com--Miller--Fans for	01/06/2026	378.92	378.92	01/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	JAN2026-182	Lowes--Vollenweider--TH mech ro	01/14/2026	8.98	8.98	01/31/2026
31500	UMB BANK NA	JAN2026-183	Lowes--Schleifer--Lowes voltage t	01/07/2026	19.98	19.98	01/31/2026
31500	UMB BANK NA	JAN2026-184	Lowes--Vollenweider--TH door rea	01/27/2026	40.11	40.11	01/31/2026
31500	UMB BANK NA	JAN2026-185	Lowes--Vollenweider--Misc repair	01/15/2026	60.32	60.32	01/31/2026
31500	UMB BANK NA	JAN2026-186	Lowes--Schleifer--Historic park wi	01/26/2026	103.86	103.86	01/31/2026
31500	UMB BANK NA	JAN2026-187	Lowes--Vollenweider--Historic par	01/10/2026	149.96	149.96	01/31/2026
31500	UMB BANK NA	JAN2026-188	Lowes--Vollenweider--PW shop ar	01/21/2026	157.30	157.30	01/31/2026
31500	UMB BANK NA	JAN2026-189	Lowes--Schleifer--Misc repairs an	01/12/2026	289.14	289.14	01/31/2026
31500	UMB BANK NA	JAN2026-19	Frisco Inn --Broadbent--Winter par	01/13/2026	10.00	10.00	01/31/2026
31500	UMB BANK NA	JAN2026-190	Sherwin-Williams--Sowers--PW w	01/20/2026	243.85	243.85	01/31/2026
31500	UMB BANK NA	JAN2026-191	Sherwin-Williams--Wiser--Paint fo	01/20/2026	243.85	243.85	01/31/2026
31500	UMB BANK NA	JAN2026-192	Sherwin-Williams--Schleifer--PW	01/15/2026	275.75	275.75	01/31/2026
31500	UMB BANK NA	JAN2026-193	Summit County Ace--Schleifer--Ke	01/12/2026	39.54	39.54	01/31/2026
31500	UMB BANK NA	JAN2026-194	Summit County Alarm--Schleifer--	01/22/2026	70.00	70.00	01/31/2026
31500	UMB BANK NA	JAN2026-195	Tower Electric Inc--Schleifer--VIC	01/07/2026	500.00	500.00	01/31/2026
31500	UMB BANK NA	JAN2026-196	Wal-Mart --Schleifer--PW wall han	01/14/2026	20.78	20.78	01/31/2026
31500	UMB BANK NA	JAN2026-197	Hd Supply Facilities--Schleifer--Ja	01/24/2026	22.21	22.21	01/31/2026
31500	UMB BANK NA	JAN2026-198	Hd Supply Facilities--Schleifer--Ja	01/24/2026	37.11	37.11	01/31/2026
31500	UMB BANK NA	JAN2026-199	Hd Supply Facilities--Schleifer--Ja	01/24/2026	74.22	74.22	01/31/2026
31500	UMB BANK NA	JAN2026-2	Att--Socks--erin phone reimburs	01/03/2026	70.00	70.00	01/31/2026
31500	UMB BANK NA	JAN2026-20	Safeway--Broadbent--OJ for MMC	01/05/2026	7.99	7.99	01/31/2026
31500	UMB BANK NA	JAN2026-200	Hd Supply Facilities--Schleifer--Ja	01/24/2026	579.76	579.76	01/31/2026
31500	UMB BANK NA	JAN2026-201	Xcel --Account--Gas/Electricity - E	01/22/2026	.72	.72	01/31/2026
31500	UMB BANK NA	JAN2026-202	Xcel --Account--Gas/Electricity - E	01/22/2026	1.80	1.80	01/31/2026
31500	UMB BANK NA	JAN2026-203	Xcel --Account--Gas/Electricity -	01/22/2026	4.73	4.73	01/31/2026
31500	UMB BANK NA	JAN2026-204	Xcel --Account--Gas/Electricity - E	01/22/2026	14.59	14.59	01/31/2026
31500	UMB BANK NA	JAN2026-205	Xcel --Account--Gas/Electricity - T	01/22/2026	236.16	236.16	01/31/2026
31500	UMB BANK NA	JAN2026-206	Xcel --Account--Gas/Electricity - E	01/22/2026	32.75	32.75	01/31/2026
31500	UMB BANK NA	JAN2026-207	Xcel --Account--Gas/Electricity - E	01/22/2026	184.04	184.04	01/31/2026
31500	UMB BANK NA	JAN2026-208	Xcel --Account--Gas/Electricity - E	01/22/2026	187.93	187.93	01/31/2026
31500	UMB BANK NA	JAN2026-209	Xcel --Account--Gas/Electricity -	01/22/2026	215.18	215.18	01/31/2026
31500	UMB BANK NA	JAN2026-21	Safeway--Jones--Fruit for MMC	01/15/2026	11.98	11.98	01/31/2026
31500	UMB BANK NA	JAN2026-210	Xcel --Account--Gas/Electricity - E	01/22/2026	663.20	663.20	01/31/2026
31500	UMB BANK NA	JAN2026-211	Xcel --Account--Gas/Electricity - E	01/22/2026	855.79	855.79	01/31/2026
31500	UMB BANK NA	JAN2026-212	Xcel --Account--Gas/Electricity - T	01/22/2026	8,727.09	8,727.09	01/31/2026
31500	UMB BANK NA	JAN2026-213	timberline Disp--Schleifer--Town w	01/01/2026	1,157.23	1,157.23	01/31/2026
31500	UMB BANK NA	JAN2026-214	Wm.Com--Schleifer--HP trash and	01/18/2026	346.62	346.62	01/31/2026
31500	UMB BANK NA	JAN2026-215	Wm.Com--Schleifer--Mary Ruth tr	01/22/2026	382.32	382.32	01/31/2026
31500	UMB BANK NA	JAN2026-216	Wm.Com--Schleifer--WM TH trash	01/18/2026	598.76	598.76	01/31/2026
31500	UMB BANK NA	JAN2026-217	Wm.Com--Schleifer--WM CC tras	01/18/2026	661.73	661.73	01/31/2026
31500	UMB BANK NA	JAN2026-218	Wm.Com--Schleifer--WM 1M tras	01/18/2026	920.48	920.48	01/31/2026
31500	UMB BANK NA	JAN2026-219	Wm.Com--Schleifer--PW dumpste	01/22/2026	1,460.95	1,460.95	01/31/2026
31500	UMB BANK NA	JAN2026-22	Safeway--Broadbent--Fruit tray for	01/08/2026	59.99	59.99	01/31/2026
31500	UMB BANK NA	JAN2026-220	Properly Cleaning--Schleifer--AM	01/06/2026	325.00	325.00	01/31/2026
31500	UMB BANK NA	JAN2026-221	Properly Cleaning--Schleifer--AM	01/06/2026	325.00	325.00	01/31/2026
31500	UMB BANK NA	JAN2026-222	Properly Cleaning--Schleifer--AM	01/06/2026	350.00	350.00	01/31/2026
31500	UMB BANK NA	JAN2026-223	Properly Cleaning--Schleifer--AM	01/06/2026	425.00	425.00	01/31/2026
31500	UMB BANK NA	JAN2026-224	Properly Cleaning--Schleifer--AM	01/06/2026	630.00	630.00	01/31/2026
31500	UMB BANK NA	JAN2026-225	Properly Cleaning--Schleifer--AM	01/06/2026	688.00	688.00	01/31/2026
31500	UMB BANK NA	JAN2026-226	Properly Cleaning--Schleifer--AM	01/06/2026	770.00	770.00	01/31/2026
31500	UMB BANK NA	JAN2026-227	Properly Cleaning--Schleifer--AM	01/06/2026	774.00	774.00	01/31/2026
31500	UMB BANK NA	JAN2026-228	Properly Cleaning--Schleifer--AM	01/06/2026	988.00	988.00	01/31/2026
31500	UMB BANK NA	JAN2026-229	Properly Cleaning--Schleifer--AM	01/06/2026	988.00	988.00	01/31/2026
31500	UMB BANK NA	JAN2026-23	Amazon--Broadbent--restock of D	01/24/2026	18.30	18.30	01/31/2026
31500	UMB BANK NA	JAN2026-230	Properly Cleaning--Schleifer--AM	01/06/2026	1,080.00	1,080.00	01/31/2026
31500	UMB BANK NA	JAN2026-231	Properly Cleaning--Schleifer--AM	01/06/2026	1,215.00	1,215.00	01/31/2026
31500	UMB BANK NA	JAN2026-232	Properly Cleaning--Schleifer--AM	01/06/2026	1,660.00	1,660.00	01/31/2026
31500	UMB BANK NA	JAN2026-233	Amazon--Hinton--parts	12/31/2025	53.50	53.50	01/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	JAN2026-234	Amazon--Robinson--air chuck loc	01/16/2026	54.13	54.13	01/31/2026
31500	UMB BANK NA	JAN2026-235	Big O Tires --Robinson--tire dispo	01/07/2026	85.00	85.00	01/31/2026
31500	UMB BANK NA	JAN2026-236	Big O Tires --Robinson--tire dispo	01/07/2026	110.50	110.50	01/31/2026
31500	UMB BANK NA	JAN2026-237	Carquest--Outinen--Sno-Go Batte	01/05/2026	116.99	116.99	01/31/2026
31500	UMB BANK NA	JAN2026-238	Carquest--Outinen--Specialty oil,	01/12/2026	118.05	118.05	01/31/2026
31500	UMB BANK NA	JAN2026-239	Dillon Towing--Himes--PD INSUR	12/30/2025	169.95	169.95	01/31/2026
31500	UMB BANK NA	JAN2026-24	Amazon--Broadbent--Restock on	01/12/2026	21.09	21.09	01/31/2026
31500	UMB BANK NA	JAN2026-240	Ebay --Himes--PD Wheels	01/13/2026	260.00	260.00	01/31/2026
31500	UMB BANK NA	JAN2026-241	Mouser Electronics--Robinson--re	01/18/2026	122.58	122.58	01/31/2026
31500	UMB BANK NA	JAN2026-242	Napa Auto--Robinson--60A Fuse f	01/09/2026	9.96	9.96	01/31/2026
31500	UMB BANK NA	JAN2026-243	Napa Auto--Johnsen--Hose fitting	01/26/2026	23.99	23.99	01/31/2026
31500	UMB BANK NA	JAN2026-244	Napa Auto--Himes--Shop Supplie	01/16/2026	36.41	36.41	01/31/2026
31500	UMB BANK NA	JAN2026-245	Napa Auto--Robinson--Isolater swi	01/09/2026	40.06	40.06	01/31/2026
31500	UMB BANK NA	JAN2026-246	Napa Auto--Robinson--belos 60 A	01/09/2026	60.29	60.29	01/31/2026
31500	UMB BANK NA	JAN2026-247	Napa Auto--Himes--Shop Supplie	01/16/2026	185.61	185.61	01/31/2026
31500	UMB BANK NA	JAN2026-248	Prinoth Llc--Souleret--bolts for tra	01/19/2026	456.00	456.00	01/31/2026
31500	UMB BANK NA	JAN2026-249	Simple Tire--Outinen--Tires for Pol	01/07/2026	1,743.24	1,743.24	01/31/2026
31500	UMB BANK NA	JAN2026-25	Amazon--Broadbent--restock of p	01/23/2026	21.91	21.91	01/31/2026
31500	UMB BANK NA	JAN2026-250	Summit County Ace--Himes--Sho	01/21/2026	117.87	117.87	01/31/2026
31500	UMB BANK NA	JAN2026-251	Tools Up Llc Cornwell--Robinson--	01/13/2026	307.90	307.90	01/31/2026
31500	UMB BANK NA	JAN2026-252	Utopia Tire --Outinen--Vehicle Alig	01/06/2026	260.34	260.34	01/31/2026
31500	UMB BANK NA	JAN2026-253	Amazon--Hinton--office supplies	12/30/2025	17.90	17.90	01/31/2026
31500	UMB BANK NA	JAN2026-254	Amazon--Hinton--office supplies	12/29/2025	49.30	49.30	01/31/2026
31500	UMB BANK NA	JAN2026-255	Amazon--Hinton--office supplies	01/02/2026	95.96	95.96	01/31/2026
31500	UMB BANK NA	JAN2026-256	Ebay --Himes--Uniform Rack	01/13/2026	21.99	21.99	01/31/2026
31500	UMB BANK NA	JAN2026-257	Napa Auto--Robinson--replaceme	01/16/2026	79.98	79.98	01/31/2026
31500	UMB BANK NA	JAN2026-258	Murdochs --Robinson--uniform all	01/08/2026	194.14	194.14	01/31/2026
31500	UMB BANK NA	JAN2026-259	Murdochs --Robinson--2026 unifor	01/02/2026	281.97	281.97	01/31/2026
31500	UMB BANK NA	JAN2026-26	Breckenridge Lasergraphic--Broa	01/08/2026	483.00	483.00	01/31/2026
31500	UMB BANK NA	JAN2026-260	Murdochs --Himes--Uniforms	01/02/2026	501.65	501.65	01/31/2026
31500	UMB BANK NA	JAN2026-261	Outdoor Prolink --Collins--Work cl	01/09/2026	246.46	246.46	01/31/2026
31500	UMB BANK NA	JAN2026-262	Rei --Collins--Work clothes - Keat	01/26/2026	178.95	178.95	01/31/2026
31500	UMB BANK NA	JAN2026-263	Amazon--Hinton--tools	01/02/2026	119.47	119.47	01/31/2026
31500	UMB BANK NA	JAN2026-264	Napa Auto--Himes--Tools	01/16/2026	461.97	461.97	01/31/2026
31500	UMB BANK NA	JAN2026-265	Tools Up Llc Cornwell--Outinen--E	01/06/2026	44.95	44.95	01/31/2026
31500	UMB BANK NA	JAN2026-266	Amazon--Johnsen--new keyboard	01/26/2026	19.98	19.98	01/31/2026
31500	UMB BANK NA	JAN2026-267	Amazon--Johnsen--shear pins for	01/02/2026	12.99	12.99	01/31/2026
31500	UMB BANK NA	JAN2026-268	Lowes--Ventrella--Ice melt	01/17/2026	467.30	467.30	01/31/2026
31500	UMB BANK NA	JAN2026-269	Spotify --McKay--Music Streaming	01/18/2026	6.49	6.49	01/31/2026
31500	UMB BANK NA	JAN2026-27	summit County Signs--Broadbent-	01/08/2026	90.00	90.00	01/31/2026
31500	UMB BANK NA	JAN2026-270	bread & Salts--McKay--New Empl	01/06/2026	55.82	55.82	01/31/2026
31500	UMB BANK NA	JAN2026-271	Amazon--Lope--BeanBags for cor	01/20/2026	43.66	43.66	01/31/2026
31500	UMB BANK NA	JAN2026-272	Lowes--Lope--Shelves for 1st & M	01/16/2026	954.86	954.86	01/31/2026
31500	UMB BANK NA	JAN2026-273	Sweetwater Sound--Lope--Portabl	01/22/2026	1,064.93	1,064.93	01/31/2026
31500	UMB BANK NA	JAN2026-274	Sweetwater Sound--Lope--Speak	01/17/2026	2,885.79	2,885.79	01/31/2026
31500	UMB BANK NA	JAN2026-275	Xcel --Account--Gas/Electricity - S	01/22/2026	11.87	11.87	01/31/2026
31500	UMB BANK NA	JAN2026-276	Xcel --Account--Gas/Electricity - S	01/22/2026	539.48	539.48	01/31/2026
31500	UMB BANK NA	JAN2026-277	Spotify --McKay--Music Streaming	01/18/2026	6.50	6.50	01/31/2026
31500	UMB BANK NA	JAN2026-278	bread & Salts--McKay--New Empl	01/06/2026	55.83	55.83	01/31/2026
31500	UMB BANK NA	JAN2026-279	Wal-Mart --Gannon--Command str	01/21/2026	32.83	32.83	01/31/2026
31500	UMB BANK NA	JAN2026-28	Natural Grocers --Broadbent--Res	01/21/2026	100.00	100.00	01/31/2026
31500	UMB BANK NA	JAN2026-280	Wal-Mart --Socks--fig bars for lil vi	01/08/2026	13.44	13.44	01/31/2026
31500	UMB BANK NA	JAN2026-281	Co Govt Services--McKay--Trails	01/15/2026	31.44	31.44	01/31/2026
31500	UMB BANK NA	JAN2026-282	Co Govt Services--Gannon--Back	01/20/2026	31.44	31.44	01/31/2026
31500	UMB BANK NA	JAN2026-283	Identogo --McKay--Fingerprint for	01/16/2026	57.50	57.50	01/31/2026
31500	UMB BANK NA	JAN2026-284	In--Pierce--Frosted Flamingo activ	12/30/2025	350.00	350.00	01/31/2026
31500	UMB BANK NA	JAN2026-285	summit County Signs--Broadbent-	01/12/2026	106.00	106.00	01/31/2026
31500	UMB BANK NA	JAN2026-286	Vistaprint--Broadbent--Business c	01/23/2026	36.39	36.39	01/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	JAN2026-287	peppinos Pizza--Pierce--Pizza for	01/07/2026	184.38	184.38	01/31/2026
31500	UMB BANK NA	JAN2026-288	Wal-Mart --Gannon--Snacks, towe	01/21/2026	50.47	50.47	01/31/2026
31500	UMB BANK NA	JAN2026-289	Amazon--Henkel--earplugs for sh	01/26/2026	169.64	169.64	01/31/2026
31500	UMB BANK NA	JAN2026-29	Safeway--Jones--Snack for ERC	01/07/2026	27.71	27.71	01/31/2026
31500	UMB BANK NA	JAN2026-290	Prinoth Llc--Souleret--Tire for 23 B	01/19/2026	1,941.47	1,941.47	01/31/2026
31500	UMB BANK NA	JAN2026-291	Wagner Equipment--Souleret--Bis	01/27/2026	61.25	61.25	01/31/2026
31500	UMB BANK NA	JAN2026-292	summit County Signs--Hintz--Door	01/14/2026	381.68	381.68	01/31/2026
31500	UMB BANK NA	JAN2026-293	Amazon--Hintz--Craft stamps for ti	01/08/2026	23.59	23.59	01/31/2026
31500	UMB BANK NA	JAN2026-294	Amazon--Socks--sticky notes for s	01/05/2026	44.52	44.52	01/31/2026
31500	UMB BANK NA	JAN2026-295	Amazon--Hintz--arm bands for se	01/05/2026	70.99	70.99	01/31/2026
31500	UMB BANK NA	JAN2026-296	Amazon--Rosencrans--Toe warme	01/20/2026	84.99	84.99	01/31/2026
31500	UMB BANK NA	JAN2026-297	Amazon--Hintz--Ticket office hole	01/20/2026	90.06	90.06	01/31/2026
31500	UMB BANK NA	JAN2026-298	Amazon--Socks--pens and bathro	01/05/2026	152.06	152.06	01/31/2026
31500	UMB BANK NA	JAN2026-299	Amazon--Hintz--webcams for eac	01/02/2026	89.97	89.97	01/31/2026
31500	UMB BANK NA	JAN2026-3	Att--Socks--erin socks jan phone r	01/26/2026	70.00	70.00	01/31/2026
31500	UMB BANK NA	JAN2026-30	Safeway--Broadbent--Restock of	01/21/2026	100.00	100.00	01/31/2026
31500	UMB BANK NA	JAN2026-300	Otc Brands--Hintz--Birthday Party	01/13/2026	13.67	13.67	01/31/2026
31500	UMB BANK NA	JAN2026-301	Otc Brands--Hintz--Birthday Party	01/12/2026	108.39	108.39	01/31/2026
31500	UMB BANK NA	JAN2026-302	Paypal--Hintz--BOCA tickets for tu	01/11/2026	5,032.37	5,032.37	01/31/2026
31500	UMB BANK NA	JAN2026-303	Stapls--Davis--3 different Toners f	01/23/2026	1,348.52	1,348.52	01/31/2026
31500	UMB BANK NA	JAN2026-304	Wal-Mart --Socks--aa batteries for	01/08/2026	19.98	19.98	01/31/2026
31500	UMB BANK NA	JAN2026-305	Amazon--Rosencrans--Retail han	01/20/2026	68.82	68.82	01/31/2026
31500	UMB BANK NA	JAN2026-306	Sellgoodr--Hintz--Goodr for retail	01/09/2026	3,615.00	3,615.00	01/31/2026
31500	UMB BANK NA	JAN2026-307	Sticker Mule--Hintz--stickers for s	12/28/2025	236.50	236.50	01/31/2026
31500	UMB BANK NA	JAN2026-308	Vistaprint--Hintz--beanies for retail	01/02/2026	2,483.70	2,483.70	01/31/2026
31500	UMB BANK NA	JAN2026-309	Whole Resort Accessories--Hintz-	01/02/2026	40.00-	40.00-	01/31/2026
31500	UMB BANK NA	JAN2026-31	Wal-Mart --Broadbent--Restock of	01/21/2026	100.00	100.00	01/31/2026
31500	UMB BANK NA	JAN2026-310	Whole Resort Accessories--Hintz-	01/23/2026	30.00-	30.00-	01/31/2026
31500	UMB BANK NA	JAN2026-311	Whole Resort Accessories--Hintz-	01/16/2026	1,376.93	1,376.93	01/31/2026
31500	UMB BANK NA	JAN2026-312	Whole Resort Accessories--Hintz-	12/28/2025	1,918.80	1,918.80	01/31/2026
31500	UMB BANK NA	JAN2026-313	Antlers Liquor & Wine--Davis--Alc	01/17/2026	52.96	52.96	01/31/2026
31500	UMB BANK NA	JAN2026-314	best Craft Distributib--Davis--Alco	01/11/2026	34.00	34.00	01/31/2026
31500	UMB BANK NA	JAN2026-315	Safeway--Davis--Breakfast food fo	01/24/2026	36.49	36.49	01/31/2026
31500	UMB BANK NA	JAN2026-316	Amazon--Sovine--Hot Chocolate a	12/29/2025	106.59	106.59	01/31/2026
31500	UMB BANK NA	JAN2026-317	Amazon--Hintz--Employee of the	01/07/2026	193.54	193.54	01/31/2026
31500	UMB BANK NA	JAN2026-318	Safeway--Socks--grilled cheese lu	01/26/2026	69.32	69.32	01/31/2026
31500	UMB BANK NA	JAN2026-319	Wal-Mart --Beck--Hot chocolate a	01/16/2026	25.15	25.15	01/31/2026
31500	UMB BANK NA	JAN2026-32	Wholefeds --Broadbent--Restock of	01/21/2026	100.00	100.00	01/31/2026
31500	UMB BANK NA	JAN2026-320	Wal-Mart --Hintz--Staff snacks for	01/10/2026	50.84	50.84	01/31/2026
31500	UMB BANK NA	JAN2026-321	Spotify --Hintz--Spotify for the PR	01/21/2026	18.41	18.41	01/31/2026
31500	UMB BANK NA	JAN2026-322	epic Print Pros--Socks--google rev	01/22/2026	55.00	55.00	01/31/2026
31500	UMB BANK NA	JAN2026-323	Amazon--Sovine--EDC tools for m	01/14/2026	182.07	182.07	01/31/2026
31500	UMB BANK NA	JAN2026-324	Amazon--Henkel--Hi-Vis vests for	01/27/2026	582.98	582.98	01/31/2026
31500	UMB BANK NA	JAN2026-325	tropical Threads, Llc--Socks--fap l	12/31/2025	285.00	285.00	01/31/2026
31500	UMB BANK NA	JAN2026-326	Vesta--Davis--Nordic, Slopeside a	01/04/2026	32.69	32.69	01/31/2026
31500	UMB BANK NA	JAN2026-327	Wm.Com--Davis--Lease for recycl	01/18/2026	1,472.46	1,472.46	01/31/2026
31500	UMB BANK NA	JAN2026-328	Xcel --Account--Gas/Electricity - F	01/22/2026	256.72	256.72	01/31/2026
31500	UMB BANK NA	JAN2026-329	Xcel --Account--Gas/Electricity - F	01/22/2026	11,668.99	11,668.99	01/31/2026
31500	UMB BANK NA	JAN2026-33	iconix Llc--Hintz--Volleyball Team	01/23/2026	309.22	309.22	01/31/2026
31500	UMB BANK NA	JAN2026-330	Dri*signs--Hintz--signage for ticket	01/02/2026	120.86	120.86	01/31/2026
31500	UMB BANK NA	JAN2026-331	Amazon--Sovine--Hole punches f	01/20/2026	42.97	42.97	01/31/2026
31500	UMB BANK NA	JAN2026-332	Amazon--Henkel--radon fan for bo	01/07/2026	94.99	94.99	01/31/2026
31500	UMB BANK NA	JAN2026-333	Amazon--Sovine--Hand warmers	01/20/2026	120.19	120.19	01/31/2026
31500	UMB BANK NA	JAN2026-334	Amazon--Henkel--pens	01/07/2026	39.21	39.21	01/31/2026
31500	UMB BANK NA	JAN2026-335	Amazon--Sovine--Yac-tracks and	01/07/2026	623.94	623.94	01/31/2026
31500	UMB BANK NA	JAN2026-336	Dri*signs--Hintz--Railpark Signage	01/14/2026	132.29	132.29	01/31/2026
31500	UMB BANK NA	JAN2026-337	Lowes--Henkel--boot dryer materi	01/16/2026	30.97	30.97	01/31/2026
31500	UMB BANK NA	JAN2026-338	Lowes--Henkel--boot dryer materi	01/21/2026	33.76	33.76	01/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	JAN2026-339	Lowes--Beck--astroturf for load ter	01/14/2026	77.94	77.94	01/31/2026
31500	UMB BANK NA	JAN2026-34	Safeway--Broadbent--Lunch & Le	01/14/2026	156.63	156.63	01/31/2026
31500	UMB BANK NA	JAN2026-340	Lowes--Sovine--Wire wheels for w	01/04/2026	253.44	253.44	01/31/2026
31500	UMB BANK NA	JAN2026-341	Lowes--Beck--heater for yurt, prop	01/16/2026	436.98	436.98	01/31/2026
31500	UMB BANK NA	JAN2026-342	Mountain Dirty Motorsport--Sovine	01/13/2026	43.47	43.47	01/31/2026
31500	UMB BANK NA	JAN2026-343	Wal-Mart --Sovine--Tools to clear r	01/11/2026	33.76	33.76	01/31/2026
31500	UMB BANK NA	JAN2026-344	Co Dept Of Revenue --Campbell--	01/14/2026	103.02	103.02	01/31/2026
31500	UMB BANK NA	JAN2026-345	AlSCO Inc.--Davis--Slopeside, Nor	01/13/2026	1,032.48	1,032.48	01/31/2026
31500	UMB BANK NA	JAN2026-346	Hd Supply Facilities--Davis--A ne	01/07/2026	53.27	53.27	01/31/2026
31500	UMB BANK NA	JAN2026-347	Hd Supply Facilities--Davis--Glove	01/07/2026	112.14	112.14	01/31/2026
31500	UMB BANK NA	JAN2026-348	Hd Supply Facilities--Davis--Trash	01/07/2026	123.95	123.95	01/31/2026
31500	UMB BANK NA	JAN2026-349	Hd Supply Facilities--Davis--Toilet	01/23/2026	524.73	524.73	01/31/2026
31500	UMB BANK NA	JAN2026-35	Pure Kitchen--Rosencrans--Lunch	01/16/2026	550.00	550.00	01/31/2026
31500	UMB BANK NA	JAN2026-350	Properly Cleaning--Hintz--Slopesi	01/02/2026	900.00	900.00	01/31/2026
31500	UMB BANK NA	JAN2026-351	Properly Cleaning--Hintz--Day Lo	01/02/2026	1,600.00	1,600.00	01/31/2026
31500	UMB BANK NA	JAN2026-352	Properly Cleaning--Davis--Janitori	01/24/2026	2,100.00	2,100.00	01/31/2026
31500	UMB BANK NA	JAN2026-353	Properly Cleaning--Socks--jan slo	01/21/2026	2,700.00	2,700.00	01/31/2026
31500	UMB BANK NA	JAN2026-354	Kimball Midwest --Souleret--soap	01/22/2026	203.32	203.32	01/31/2026
31500	UMB BANK NA	JAN2026-355	Carquest--Melkonian--Yellowstone	01/25/2026	29.30	29.30	01/31/2026
31500	UMB BANK NA	JAN2026-356	Napa Auto--Souleret--oil plug was	01/05/2026	11.28	11.28	01/31/2026
31500	UMB BANK NA	JAN2026-357	PrinOTH Llc--Souleret--Spherical B	01/19/2026	348.27	348.27	01/31/2026
31500	UMB BANK NA	JAN2026-358	PrinOTH Llc--Souleret--o-rings for	01/19/2026	427.21	427.21	01/31/2026
31500	UMB BANK NA	JAN2026-359	Summit County Ace--Melkonian--	01/12/2026	85.95	85.95	01/31/2026
31500	UMB BANK NA	JAN2026-36	Mill Industries Inc.--Cruz--Tax Ref	01/09/2026	71.10-	71.10-	01/31/2026
31500	UMB BANK NA	JAN2026-360	Summit County Ace--Melkonian--T	01/15/2026	227.70	227.70	01/31/2026
31500	UMB BANK NA	JAN2026-361	Joinhomebase.Com--Swenson--S	01/13/2026	30.00	30.00	01/31/2026
31500	UMB BANK NA	JAN2026-362	Spotify --Rosencrans--Monthly sp	01/05/2026	12.99	12.99	01/31/2026
31500	UMB BANK NA	JAN2026-363	Trail Builder Magazine--Swenson-	01/26/2026	9.99	9.99	01/31/2026
31500	UMB BANK NA	JAN2026-364	Amazon--Rosencrans--Isopropyl s	12/29/2025	26.97	26.97	01/31/2026
31500	UMB BANK NA	JAN2026-365	Amazon--Rosencrans--laminating	01/07/2026	114.70	114.70	01/31/2026
31500	UMB BANK NA	JAN2026-366	Atlantic Corporation--Rosencrans-	01/23/2026	618.26	618.26	01/31/2026
31500	UMB BANK NA	JAN2026-367	Hd Supply Facilities--Swenson--tis	01/23/2026	181.08	181.08	01/31/2026
31500	UMB BANK NA	JAN2026-368	Mountain Dirty Motorsport--Muth--	01/13/2026	51.29	51.29	01/31/2026
31500	UMB BANK NA	JAN2026-369	Murdochs --Muth--Safety glasses	01/13/2026	63.93	63.93	01/31/2026
31500	UMB BANK NA	JAN2026-37	Mill Industries Inc.--Cruz--Tax Ref	01/09/2026	71.10-	71.10-	01/31/2026
31500	UMB BANK NA	JAN2026-370	Vistaprint--Broadbent--Restock of	01/14/2026	47.97	47.97	01/31/2026
31500	UMB BANK NA	JAN2026-371	Sellgoodr--Rosencrans--Goodr su	01/09/2026	1,260.00	1,260.00	01/31/2026
31500	UMB BANK NA	JAN2026-372	Amazon--Rosencrans--Creamer f	01/06/2026	41.98	41.98	01/31/2026
31500	UMB BANK NA	JAN2026-373	mountain Dweller Coffee--Rosenc	01/06/2026	160.00	160.00	01/31/2026
31500	UMB BANK NA	JAN2026-374	mountain Dweller Coffee--Rosenc	01/21/2026	160.00	160.00	01/31/2026
31500	UMB BANK NA	JAN2026-375	Www Costco Com--Rosencrans--	01/02/2026	175.88	175.88	01/31/2026
31500	UMB BANK NA	JAN2026-376	City-Market --McBride--Holiday Lu	01/02/2026	104.47	104.47	01/31/2026
31500	UMB BANK NA	JAN2026-377	Natural Grocers--Joyce--Grocerie	01/03/2026	44.80	44.80	01/31/2026
31500	UMB BANK NA	JAN2026-378	Safeway--Joyce--Groceries purch	01/03/2026	9.63	9.63	01/31/2026
31500	UMB BANK NA	JAN2026-379	Safeway--Socks--grilled cheese lu	01/26/2026	40.00	40.00	01/31/2026
31500	UMB BANK NA	JAN2026-38	Mill Industries Inc.--Cruz--Tax Ref	01/09/2026	71.10-	71.10-	01/31/2026
31500	UMB BANK NA	JAN2026-380	Safeway--Edwards--Holiday Soup	01/05/2026	44.74	44.74	01/31/2026
31500	UMB BANK NA	JAN2026-381	Butterhorn Bakery --Rosencrans--	01/03/2026	175.69	175.69	01/31/2026
31500	UMB BANK NA	JAN2026-382	Wal-Mart --Melkonian--Water coffe	01/08/2026	80.03	80.03	01/31/2026
31500	UMB BANK NA	JAN2026-383	Wholefds --Swenson--Food for FN	01/01/2026	43.99	43.99	01/31/2026
31500	UMB BANK NA	JAN2026-384	Wholefds --Edwards--Holiday Sou	01/05/2026	193.76	193.76	01/31/2026
31500	UMB BANK NA	JAN2026-385	Xcel --Account--Gas/Electricity - N	01/22/2026	1,054.06	1,054.06	01/31/2026
31500	UMB BANK NA	JAN2026-386	Properly Cleaning--Hintz--Nordic c	01/02/2026	407.00	407.00	01/31/2026
31500	UMB BANK NA	JAN2026-387	Properly Cleaning--Socks--cleanin	01/21/2026	1,073.00	1,073.00	01/31/2026
31500	UMB BANK NA	JAN2026-388	Dell K-12/govt--Gajewski--20216 c	01/09/2026	1,794.20	1,794.20	01/31/2026
31500	UMB BANK NA	JAN2026-389	Dell K-12/govt--Gajewski--2026 re	01/28/2026	3,391.11	3,391.11	01/31/2026
31500	UMB BANK NA	JAN2026-39	Mill Industries Inc.--Cruz--Compos	01/08/2026	920.10	920.10	01/31/2026
31500	UMB BANK NA	JAN2026-390	Dell K-12/govt--Gajewski--2026 ca	01/16/2026	38,718.42	38,718.42	01/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	JAN2026-391	Xcel --Account--Gas/Electricity - S	01/22/2026	48.70	48.70	01/31/2026
31500	UMB BANK NA	JAN2026-392	Xcel --Account--Gas/Electricity - S	01/22/2026	2,213.75	2,213.75	01/31/2026
31500	UMB BANK NA	JAN2026-393	Amazon--Irwin--Screen Protector,	01/06/2026	47.56	47.56	01/31/2026
31500	UMB BANK NA	JAN2026-394	Wal-Mart --Wall--Office Supplies	01/15/2026	5.44	5.44	01/31/2026
31500	UMB BANK NA	JAN2026-395	Usps Po --Zavagno--Backflow Pro	01/05/2026	10.48	10.48	01/31/2026
31500	UMB BANK NA	JAN2026-396	Centurylink Lumen--Jones--Water	01/05/2026	564.49	564.49	01/31/2026
31500	UMB BANK NA	JAN2026-397	Vzwrlls--Jones--water department	01/15/2026	284.17	284.17	01/31/2026
31500	UMB BANK NA	JAN2026-398	Colorado Cwp--Zavagno--Collecti	01/15/2026	85.00	85.00	01/31/2026
31500	UMB BANK NA	JAN2026-399	Rmwaa--Thompson--JOE WALL	01/09/2026	525.00	525.00	01/31/2026
31500	UMB BANK NA	JAN2026-4	Att--Jones--Phone Lines town / R	01/13/2026	1,852.12	1,852.12	01/31/2026
31500	UMB BANK NA	JAN2026-40	Mill Industries Inc.--Cruz--Compos	01/08/2026	920.10	920.10	01/31/2026
31500	UMB BANK NA	JAN2026-400	Snarfs --Thompson--1st Quarter	01/02/2026	102.35	102.35	01/31/2026
31500	UMB BANK NA	JAN2026-401	Colorado Analytical--Thompson--J	01/15/2026	42.00	42.00	01/31/2026
31500	UMB BANK NA	JAN2026-402	Geowater Services--Thompson--D	01/02/2026	200.00	200.00	01/31/2026
31500	UMB BANK NA	JAN2026-403	Amazon--Irwin--Chris Irwin Clothin	01/09/2026	196.82	196.82	01/31/2026
31500	UMB BANK NA	JAN2026-404	Murdochs --Irwin--Chris Irwin Clot	01/16/2026	164.99	164.99	01/31/2026
31500	UMB BANK NA	JAN2026-405	Xcel --Account--Gas/Electricity -	01/22/2026	104.52	104.52	01/31/2026
31500	UMB BANK NA	JAN2026-406	Xcel --Account--Gas/Electricity -	01/22/2026	4,751.06	4,751.06	01/31/2026
31500	UMB BANK NA	JAN2026-407	Xcel --Account--Gas/Electricity - E	01/22/2026	22.87	22.87	01/31/2026
31500	UMB BANK NA	JAN2026-408	Xcel --Account--Gas/Electricity - E	01/22/2026	35.26	35.26	01/31/2026
31500	UMB BANK NA	JAN2026-409	Xcel --Account--Gas/Electricity - E	01/22/2026	81.67	81.67	01/31/2026
31500	UMB BANK NA	JAN2026-41	Mill Industries Inc.--Cruz--Compos	01/08/2026	920.10	920.10	01/31/2026
31500	UMB BANK NA	JAN2026-410	Xcel --Account--Gas/Electricity - E	01/22/2026	110.07	110.07	01/31/2026
31500	UMB BANK NA	JAN2026-411	Wal-Mart --Socks--4 twin bed fram	01/08/2026	416.00	416.00	01/31/2026
31500	UMB BANK NA	JAN2026-412	Usps Po --Holley--brochure mailin	01/27/2026	12.95	12.95	01/31/2026
31500	UMB BANK NA	JAN2026-413	Comcast--Jones--Phones VIC	01/13/2026	552.98	552.98	01/31/2026
31500	UMB BANK NA	JAN2026-414	Amazon--Holley--candy for guests	01/15/2026	36.84	36.84	01/31/2026
31500	UMB BANK NA	JAN2026-415	Amazon--Holley--curtain rod for of	01/05/2026	43.25	43.25	01/31/2026
31500	UMB BANK NA	JAN2026-416	Amazon--Holley--refund for velvet	01/25/2026	21.45-	21.45-	01/31/2026
31500	UMB BANK NA	JAN2026-417	Amazon--Holley--keyboard refund	01/15/2026	31.41-	31.41-	01/31/2026
31500	UMB BANK NA	JAN2026-418	Amazon--Holley--keyboard	01/05/2026	31.69	31.69	01/31/2026
31500	UMB BANK NA	JAN2026-419	Cloud Cover Music--Holley--Cloud	01/02/2026	18.95	18.95	01/31/2026
31500	UMB BANK NA	JAN2026-42	Duo*com--Gajewski--DUO 2 facto	01/15/2026	180.00	180.00	01/31/2026
31500	UMB BANK NA	JAN2026-420	Xcel --Account--Gas/Electricity - O	01/22/2026	953.41	953.41	01/31/2026
31500	UMB BANK NA	JAN2026-421	Properly Cleaning--Schleifer--AM	01/06/2026	1,710.00	1,710.00	01/31/2026
31500	UMB BANK NA	JAN2026-422	Amazon--Johnsen--Poop bag disp	01/26/2026	273.94	273.94	01/31/2026
31500	UMB BANK NA	JAN2026-423	high Country Waterworks--Thomp	01/06/2026	600.00	600.00	01/31/2026
31500	UMB BANK NA	JAN2026-424	patriot Portables--Johnsen--Porto	01/26/2026	750.00	750.00	01/31/2026
31500	UMB BANK NA	JAN2026-425	In *patriot Portables--Johnsen--Po	01/26/2026	1,610.00	1,610.00	01/31/2026
31500	UMB BANK NA	JAN2026-426	Lowes--Ventrella--Xmas light supp	01/22/2026	17.98	17.98	01/31/2026
31500	UMB BANK NA	JAN2026-427	Wagner Rents --Johnsen--Genie r	01/23/2026	1,741.22	1,741.22	01/31/2026
31500	UMB BANK NA	JAN2026-428	Rbg Promotions--Pierce--Prizes fo	01/21/2026	1,510.00	1,510.00	01/31/2026
31500	UMB BANK NA	JAN2026-429	Lowes--Montes--Stain for flower b	01/08/2026	25.96	25.96	01/31/2026
31500	UMB BANK NA	JAN2026-43	Microsoft#g133481092--Gajewski-	01/09/2026	191.46	191.46	01/31/2026
31500	UMB BANK NA	JAN2026-430	Lowes--Ventrella--Materials for pla	01/14/2026	157.26	157.26	01/31/2026
31500	UMB BANK NA	JAN2026-431	Lowes--Bonno--Materials for flowe	01/04/2026	335.22	335.22	01/31/2026
31500	UMB BANK NA	JAN2026-432	Rei --Bonno--Material for flower b	01/04/2026	24.00	24.00	01/31/2026
31500	UMB BANK NA	JAN2026-433	Amazon--Brown--hook and loop c	01/22/2026	61.35	61.35	01/31/2026
31500	UMB BANK NA	JAN2026-434	Amazon--Brown--ethernet cords,	01/22/2026	93.95	93.95	01/31/2026
31500	UMB BANK NA	JAN2026-435	anderson & Worth --Barrick--new	01/23/2026	2,778.94	2,778.94	01/31/2026
31500	UMB BANK NA	JAN2026-436	Amazon--Hogeman--Stainless har	01/21/2026	22.27	22.27	01/31/2026
31500	UMB BANK NA	JAN2026-437	Amazon--Theiss--spill absorbant p	01/10/2026	107.30	107.30	01/31/2026
31500	UMB BANK NA	JAN2026-438	Pro-Eagle--Hogeman--Floor jack	01/21/2026	309.00	309.00	01/31/2026
31500	UMB BANK NA	JAN2026-439	Att--Jones--phone lines marina	01/13/2026	366.16	366.16	01/31/2026
31500	UMB BANK NA	JAN2026-44	chatgpt Subscription--Gajewski--u	01/24/2026	20.00	20.00	01/31/2026
31500	UMB BANK NA	JAN2026-440	Centurylink Lumen--Jones--marin	01/05/2026	187.05	187.05	01/31/2026
31500	UMB BANK NA	JAN2026-441	Comcast--Jones--Marina Phones	01/13/2026	752.84	752.84	01/31/2026
31500	UMB BANK NA	JAN2026-442	Comcast Business--Jones--Marin	01/26/2026	1,165.05	1,165.05	01/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	JAN2026-443	Napa Auto--Hogeman--Replacem	01/22/2026	129.95	129.95	01/31/2026
31500	UMB BANK NA	JAN2026-444	Shop.Deere.Com--Hogeman--Tail	01/16/2026	119.27	119.27	01/31/2026
31500	UMB BANK NA	JAN2026-445	Shop.Deere.Com--Hogeman--Rep	01/16/2026	725.34	725.34	01/31/2026
31500	UMB BANK NA	JAN2026-446	Shop.Deere.Com--Hogeman--Rep	01/16/2026	858.03	858.03	01/31/2026
31500	UMB BANK NA	JAN2026-447	Mountain Dirty Motorsport--Snyde	01/21/2026	72.08	72.08	01/31/2026
31500	UMB BANK NA	JAN2026-448	Mountain Dirty Motorsport--Snyde	01/07/2026	121.52	121.52	01/31/2026
31500	UMB BANK NA	JAN2026-449	architectural Opening--Hogeman--	12/30/2025	91.41	91.41	01/31/2026
31500	UMB BANK NA	JAN2026-45	Zoom.Com --Campbell--ZOOM S	01/10/2026	10.00	10.00	01/31/2026
31500	UMB BANK NA	JAN2026-450	Brp US Inc--Hogeman--Bossweb	01/12/2026	274.72	274.72	01/31/2026
31500	UMB BANK NA	JAN2026-451	Delta Air--Snyder--Delta Flight Ch	01/14/2026	183.22	183.22	01/31/2026
31500	UMB BANK NA	JAN2026-452	association Of Marina--Theiss--re	01/05/2026	2,795.00	2,795.00	01/31/2026
31500	UMB BANK NA	JAN2026-453	Theparkingspot--Brown--parking a	01/26/2026	40.00	40.00	01/31/2026
31500	UMB BANK NA	JAN2026-454	Dry Box Inc --Snyder--January 20	01/20/2026	154.50	154.50	01/31/2026
31500	UMB BANK NA	JAN2026-455	Eddie Bauer --Theiss--UNIFORM	01/25/2026	59.70	59.70	01/31/2026
31500	UMB BANK NA	JAN2026-456	Centurylink Lumen--Jones--Marin	01/05/2026	35.70	35.70	01/31/2026
31500	UMB BANK NA	JAN2026-457	Xcel --Account--Gas/Electric Frisc	01/22/2026	.30	.30	01/31/2026
31500	UMB BANK NA	JAN2026-458	Xcel --Account--Gas/Electricity -	01/22/2026	.45	.45	01/31/2026
31500	UMB BANK NA	JAN2026-459	Xcel --Account--Gas/Electric Frisc	01/22/2026	22.09	22.09	01/31/2026
31500	UMB BANK NA	JAN2026-46	Zoom.Com --Campbell--ZOOM P	01/10/2026	100.00	100.00	01/31/2026
31500	UMB BANK NA	JAN2026-460	Xcel --Account--Gas/Electricity - F	01/22/2026	23.06	23.06	01/31/2026
31500	UMB BANK NA	JAN2026-461	Xcel --Account--Gas/Electric Frisc	01/22/2026	13.42	13.42	01/31/2026
31500	UMB BANK NA	JAN2026-462	Xcel --Account--Gas/Electricity -	01/22/2026	20.35	20.35	01/31/2026
31500	UMB BANK NA	JAN2026-463	Xcel --Account--Gas/Electric Frisc	01/22/2026	1,004.12	1,004.12	01/31/2026
31500	UMB BANK NA	JAN2026-464	Xcel --Account--Gas/Electricity - F	01/22/2026	1,048.25	1,048.25	01/31/2026
31500	UMB BANK NA	JAN2026-465	Properly Cleaning--Snyder--Janua	01/07/2026	540.00	540.00	01/31/2026
31500	UMB BANK NA	JAN2026-466	Spotify --Theiss--spotify january	01/25/2026	18.41	18.41	01/31/2026
31500	UMB BANK NA	JAN2026-467	West Marine --Hogeman--Sailboat	01/10/2026	6.53	6.53	01/31/2026
31500	UMB BANK NA	JAN2026-468	West Marine --Hogeman--Sailboat	01/09/2026	14.57	14.57	01/31/2026
31500	UMB BANK NA	JAN2026-469	Alaska Structures--Snyder--Repla	12/30/2025	2,689.50	2,689.50	01/31/2026
31500	UMB BANK NA	JAN2026-47	Amazon--Gajewski--phone conne	01/16/2026	2.26	2.26	01/31/2026
31500	UMB BANK NA	JAN2026-470	the Shore Shack--Hogeman--Mou	01/15/2026	5,176.00	5,176.00	01/31/2026
31500	UMB BANK NA	JAN2026-48	Amazon--Gajewski--labeler for fib	01/21/2026	144.17	144.17	01/31/2026
31500	UMB BANK NA	JAN2026-49	Amazon--Gajewski--USBs for IT t	01/27/2026	249.98	249.98	01/31/2026
31500	UMB BANK NA	JAN2026-5	Centurylink Lumen--Jones--Town	01/05/2026	860.36	860.36	01/31/2026
31500	UMB BANK NA	JAN2026-50	Dell Bus Online--Gajewski--dell do	01/07/2026	223.25	223.25	01/31/2026
31500	UMB BANK NA	JAN2026-51	Dell Bus Online--Gajewski--public	01/07/2026	223.25	223.25	01/31/2026
31500	UMB BANK NA	JAN2026-52	Dell Bus Online--Gajewski--rec-do	01/07/2026	379.29	379.29	01/31/2026
31500	UMB BANK NA	JAN2026-53	Dell Sales & Servic--Gajewski--IT	01/20/2026	322.37	322.37	01/31/2026
31500	UMB BANK NA	JAN2026-54	Fiberoptic Supply --Gajewski--TO	01/23/2026	3,669.95	3,669.95	01/31/2026
31500	UMB BANK NA	JAN2026-55	Amazon--Broadbent--replacement	01/21/2026	164.83	164.83	01/31/2026
31500	UMB BANK NA	JAN2026-56	Safeway--Broadbent--Frito chips f	01/05/2026	11.99	11.99	01/31/2026
31500	UMB BANK NA	JAN2026-57	Safeway--Broadbent--TC dinner 1	01/12/2026	62.79	62.79	01/31/2026
31500	UMB BANK NA	JAN2026-58	Safeway--Broadbent--TC dinner 1	01/26/2026	72.42	72.42	01/31/2026
31500	UMB BANK NA	JAN2026-59	Mountain Dweller Cofee--Jones--	01/09/2026	304.98	304.98	01/31/2026
31500	UMB BANK NA	JAN2026-6	Comcast--Jones--Town Phones	01/13/2026	4,486.72	4,486.72	01/31/2026
31500	UMB BANK NA	JAN2026-60	Wholefids --Broadbent--TC dinner	01/05/2026	75.92	75.92	01/31/2026
31500	UMB BANK NA	JAN2026-61	Wholefids --Broadbent--TC dinner	01/12/2026	97.98	97.98	01/31/2026
31500	UMB BANK NA	JAN2026-62	Efilemyforms.Com--Faessen--E-Fi	01/27/2026	9.96	9.96	01/31/2026
31500	UMB BANK NA	JAN2026-63	cgfoa--Drumwright--CGFOA mem	01/23/2026	65.00	65.00	01/31/2026
31500	UMB BANK NA	JAN2026-64	Government Finance Office--Edw	01/27/2026	760.00	760.00	01/31/2026
31500	UMB BANK NA	JAN2026-65	cgfoa--Drumwright--CTAC quarterl	01/23/2026	35.00	35.00	01/31/2026
31500	UMB BANK NA	JAN2026-66	cgfoa--Kender--CGFOA excel clas	01/22/2026	40.00	40.00	01/31/2026
31500	UMB BANK NA	JAN2026-67	cgfoa--Drumwright--Xcel 2.0 class	01/23/2026	40.00	40.00	01/31/2026
31500	UMB BANK NA	JAN2026-68	Vistaprint--Broadbent--Restock of	01/23/2026	18.88	18.88	01/31/2026
31500	UMB BANK NA	JAN2026-69	Cccma--McBride--CCCMA Annual	01/16/2026	425.00	425.00	01/31/2026
31500	UMB BANK NA	JAN2026-7	Tmobile --Swenson--Personal cell	01/09/2026	70.00	70.00	01/31/2026
31500	UMB BANK NA	JAN2026-70	Colorado Municipal Clerks--Camp	01/14/2026	180.00	180.00	01/31/2026
31500	UMB BANK NA	JAN2026-71	limc--Campbell--INTERNATIONA	01/07/2026	195.00	195.00	01/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	JAN2026-72	Nrpa Operating--McBride--Nation	01/02/2026	189.00	189.00	01/31/2026
31500	UMB BANK NA	JAN2026-73	Swift Communications--Harper--El	01/09/2026	172.84	172.84	01/31/2026
31500	UMB BANK NA	JAN2026-74	summit County Signs--Broadbent-	01/12/2026	14.00	14.00	01/31/2026
31500	UMB BANK NA	JAN2026-75	Hacienda Real--McBride--Staff Lu	01/23/2026	41.90	41.90	01/31/2026
31500	UMB BANK NA	JAN2026-76	Amazon--Broadbent--Requested	01/12/2026	32.98	32.98	01/31/2026
31500	UMB BANK NA	JAN2026-77	Amazon--Broadbent--Label printer	01/02/2026	168.99	168.99	01/31/2026
31500	UMB BANK NA	JAN2026-78	Mountain States Employers--Zabl	01/16/2026	7,350.00	7,350.00	01/31/2026
31500	UMB BANK NA	JAN2026-79	Amazon--Fette--desk heater for fr	01/02/2026	55.19	55.19	01/31/2026
31500	UMB BANK NA	JAN2026-8	Vzwlrs--Jones--Town, Rec, and	01/15/2026	1,210.95	1,210.95	01/31/2026
31500	UMB BANK NA	JAN2026-80	Denver Life Magazine--Agee--202	01/01/2026	2,500.00	2,500.00	01/31/2026
31500	UMB BANK NA	JAN2026-81	godaddy--Agee--Domain renewal	01/27/2026	24.38	24.38	01/31/2026
31500	UMB BANK NA	JAN2026-82	Miles Partnership--Agee--2026- Ci	01/05/2026	5,000.00	5,000.00	01/31/2026
31500	UMB BANK NA	JAN2026-83	outer Range Brewing C--Holley--g	01/26/2026	20.00	20.00	01/31/2026
31500	UMB BANK NA	JAN2026-84	Hotel Frisco --Agee--2026- Media	01/24/2026	906.60	906.60	01/31/2026
31500	UMB BANK NA	JAN2026-85	Outer Range Brewing--Holley--gift	01/25/2026	30.00	30.00	01/31/2026
31500	UMB BANK NA	JAN2026-86	Rocky Mountain Coffee--Holley--c	01/25/2026	20.95	20.95	01/31/2026
31500	UMB BANK NA	JAN2026-87	Mountain Dweller Cofee--Holley--	01/25/2026	100.00	100.00	01/31/2026
31500	UMB BANK NA	JAN2026-88	Pure Kitchen--Holley--gift card for	01/26/2026	50.00	50.00	01/31/2026
31500	UMB BANK NA	JAN2026-89	he Silver Crown--Holley--gift card	01/25/2026	50.00	50.00	01/31/2026
31500	UMB BANK NA	JAN2026-9	Vzwlrs--Joyce--Linsey Joyce mo	01/05/2026	70.00	70.00	01/31/2026
31500	UMB BANK NA	JAN2026-90	5th Ave Grill--Holley--gift card for	01/25/2026	50.00	50.00	01/31/2026
31500	UMB BANK NA	JAN2026-91	godaddy--Agee--Domain renewal	01/06/2026	12.19	12.19	01/31/2026
31500	UMB BANK NA	JAN2026-92	Stockpress Corp--Harper--Annual	01/16/2026	2,124.00	2,124.00	01/31/2026
31500	UMB BANK NA	JAN2026-93	Text My Gov--Agee--2026- TextMy	01/05/2026	3,800.00	3,800.00	01/31/2026
31500	UMB BANK NA	JAN2026-94	Summit Historical Society--Agee--	01/23/2026	250.00	250.00	01/31/2026
31500	UMB BANK NA	JAN2026-95	Safeway--Kent--BoA Meeting_1.1	01/14/2026	66.44	66.44	01/31/2026
31500	UMB BANK NA	JAN2026-96	Amigo Motor Lodge--Jones--Amig	01/27/2026	84.42	84.42	01/31/2026
31500	UMB BANK NA	JAN2026-97	Amigo Motor Lodge--Jones--Roo	01/26/2026	84.43	84.43	01/31/2026
31500	UMB BANK NA	JAN2026-98	lcounty.Org--Kent--Fee to downlo	01/18/2026	2.25	2.25	01/31/2026
31500	UMB BANK NA	JAN2026-99	lcounty.Org--Kent--Recorded Doc	01/16/2026	15.52	15.52	01/31/2026
31500	UMB BANK NA	P132025-1	Centurylink Lumen--Jones--Th Lo	12/31/2025	16.71	16.71	12/31/2025
31500	UMB BANK NA	P132025-10	Safeway--Jackson--Food and drin	12/29/2025	137.35	137.35	12/31/2025
31500	UMB BANK NA	P132025-11	Safeway--Jackson--Food and drin	12/29/2025	201.35	201.35	12/31/2025
31500	UMB BANK NA	P132025-12	Wal-Mart--Jackson--Planning Co	12/29/2025	66.53	66.53	12/31/2025
31500	UMB BANK NA	P132025-13	Fedex--Pappas--2025 expense te	01/01/2026	24.40	24.40	12/31/2025
31500	UMB BANK NA	P132025-14	Tlo Transunion--Pappas--2025 De	01/02/2026	100.00	100.00	12/31/2025
31500	UMB BANK NA	P132025-15	the Gondolier--Wickman--Lunch w	12/31/2025	32.30	32.30	12/31/2025
31500	UMB BANK NA	P132025-16	Badgeandwallet.Com--Wickman--	12/29/2025	4.46	4.46	12/31/2025
31500	UMB BANK NA	P132025-17	Evident Inc--Pappas--2025 refund	01/09/2026	180.00-	180.00-	12/31/2025
31500	UMB BANK NA	P132025-18	Evident Inc--Pappas--2025 refund	01/09/2026	18.00-	18.00-	12/31/2025
31500	UMB BANK NA	P132025-19	Loaf N Jug--Smith--Case 2025-47	12/29/2025	5.08	5.08	12/31/2025
31500	UMB BANK NA	P132025-2	Frisco Inn --Broadbent--Hotel res f	12/30/2025	219.00	219.00	12/31/2025
31500	UMB BANK NA	P132025-20	Safeway--Wickman--2025 expans	12/29/2025	49.21	49.21	12/31/2025
31500	UMB BANK NA	P132025-21	Wal-Mart--Hillenbrand--2025 expe	12/29/2025	23.96	23.96	12/31/2025
31500	UMB BANK NA	P132025-22	AlSCO Inc.--Pappas--2025 Decem	01/06/2026	229.48	229.48	12/31/2025
31500	UMB BANK NA	P132025-23	Galls--Pappas--2025 expense unif	01/01/2026	969.91	969.91	12/31/2025
31500	UMB BANK NA	P132025-24	Ac Hotel Frisco--Pappas--2025 ex	12/29/2025	315.20	315.20	12/31/2025
31500	UMB BANK NA	P132025-25	Ac Hotel Frisco--Pappas--2025 ex	12/31/2025	335.00	335.00	12/31/2025
31500	UMB BANK NA	P132025-26	Ac Hotel Frisco--Pappas--2025 ex	01/01/2026	765.19	765.19	12/31/2025
31500	UMB BANK NA	P132025-27	Lowes --Miller--Lumber and hardw	12/30/2025	497.64	497.64	12/31/2025
31500	UMB BANK NA	P132025-28	Wal-Mart--Wipf--program supplies	12/30/2025	10.29	10.29	12/31/2025
31500	UMB BANK NA	P132025-29	Common Spirit --Dean--2025 PW	01/22/2026	754.00	754.00	12/31/2025
31500	UMB BANK NA	P132025-3	Vrc Companies Llc--Broadbent--D	01/15/2026	162.91	162.91	12/31/2025
31500	UMB BANK NA	P132025-30	Murdochs --Wiser--winter gloves, t	12/29/2025	124.97	124.97	12/31/2025
31500	UMB BANK NA	P132025-31	all Electric Company--Schleifer--Al	12/29/2025	292.89	292.89	12/31/2025
31500	UMB BANK NA	P132025-32	Lowes --Vollenweider--Washbay r	12/30/2025	29.60	29.60	12/31/2025
31500	UMB BANK NA	P132025-33	Lowes --Vollenweider--Wash bay r	12/31/2025	200.76	200.76	12/31/2025
31500	UMB BANK NA	P132025-34	Cintas Corp--Hinton--mechanic un	01/05/2026	486.12	486.12	12/31/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31500	UMB BANK NA	P132025-35	Napa Auto --Himes--Parts	12/29/2025	137.06	137.06	12/31/2025
31500	UMB BANK NA	P132025-36	Napa Auto --Himes--Fuel system	12/29/2025	403.78	403.78	12/31/2025
31500	UMB BANK NA	P132025-37	Language Testing --Dean--Langua	01/14/2026	126.00	126.00	12/31/2025
31500	UMB BANK NA	P132025-38	Safeway--Pierce--Supplies for ca	12/30/2025	70.75	70.75	12/31/2025
31500	UMB BANK NA	P132025-39	tos Rec Center--Pierce--Silverthor	12/30/2025	165.00	165.00	12/31/2025
31500	UMB BANK NA	P132025-4	epic Print Pros--Dean--PEAK Awa	01/07/2026	160.00	160.00	12/31/2025
31500	UMB BANK NA	P132025-40	Wal-Mart--Sovine--Wiper fluid and	12/28/2025	15.70	15.70	12/31/2025
31500	UMB BANK NA	P132025-41	Safeway--Henkel--New Years me	12/31/2025	83.51	83.51	12/31/2025
31500	UMB BANK NA	P132025-42	Wal-Mart--Socks--staff breakfast f	12/30/2025	243.38	243.38	12/31/2025
31500	UMB BANK NA	P132025-43	Comcast Advertising--Agee--2025	01/06/2026	7,375.25	7,375.25	12/31/2025
31500	UMB BANK NA	P132025-44	Wal-Mart--Socks--nye day lodge d	12/30/2025	50.00	50.00	12/31/2025
31500	UMB BANK NA	P132025-45	summit County Signs--Harper--Tw	12/29/2025	240.00	240.00	12/31/2025
31500	UMB BANK NA	P132025-46	Murdochs --Souleret--cutting blad	12/29/2025	21.99	21.99	12/31/2025
31500	UMB BANK NA	P132025-47	Summit County Ace --Souleret--cu	12/29/2025	42.98	42.98	12/31/2025
31500	UMB BANK NA	P132025-48	Safeway--Hintz--Staff food for the	12/31/2025	128.42	128.42	12/31/2025
31500	UMB BANK NA	P132025-49	Safeway--Sovine--Burgers and ho	12/29/2025	150.34	150.34	12/31/2025
31500	UMB BANK NA	P132025-5	Ukg Aspire 2025--Faessen--Refun	01/01/2026	1,895.00	1,895.00	12/31/2025
31500	UMB BANK NA	P132025-50	Starbucks Store --Socks--drinks fo	12/31/2025	85.30	85.30	12/31/2025
31500	UMB BANK NA	P132025-51	Wholefds--Swenson--Food for FN	12/30/2025	63.74	63.74	12/31/2025
31500	UMB BANK NA	P132025-52	Swift Communications--Harper--N	01/09/2026	1,901.35	1,901.35	12/31/2025
31500	UMB BANK NA	P132025-53	Lowes --Irwin--Field Tool-Tote	12/31/2025	44.98	44.98	12/31/2025
31500	UMB BANK NA	P132025-54	Lowes --Irwin--Field Tool-Tote Org	12/31/2025	94.98	94.98	12/31/2025
31500	UMB BANK NA	P132025-55	Lowes --Irwin--Tool Tote- Organize	12/30/2025	210.15	210.15	12/31/2025
31500	UMB BANK NA	P132025-56	Lefevre Law --Fette--2025 - NQTL	01/08/2026	2,479.89	2,479.89	12/31/2025
31500	UMB BANK NA	P132025-57	Rocky Mountain Coffee--Holley--c	12/31/2025	25.14	25.14	12/31/2025
31500	UMB BANK NA	P132025-58	Wal-Mart--Holley--kleenex, Clorox	12/31/2025	21.92	21.92	12/31/2025
31500	UMB BANK NA	P132025-59	Murdochs --Wiser--chainsaw parts	12/31/2025	52.41	52.41	12/31/2025
31500	UMB BANK NA	P132025-6	Google --Agee--2025- December r	01/01/2026	450.90	450.90	12/31/2025
31500	UMB BANK NA	P132025-60	Rainmaster--Johnsen--I Central M	12/29/2025	275.26	275.26	12/31/2025
31500	UMB BANK NA	P132025-61	Saved By The Wine--McKay--Mini	12/30/2025	2,700.00	2,700.00	12/31/2025
31500	UMB BANK NA	P132025-62	Lowes --Hogeman--Replacement	12/30/2025	37.00	37.00	12/31/2025
31500	UMB BANK NA	P132025-63	Ferrell--Hogeman--Propane for sh	12/30/2025	12.00	12.00	12/31/2025
31500	UMB BANK NA	P132025-7	Eclectic Kitchen And Bar--Agee--2	12/29/2025	272.40	272.40	12/31/2025
31500	UMB BANK NA	P132025-8	Swift Communications--Harper--W	01/09/2026	2,037.16	2,037.16	12/31/2025
31500	UMB BANK NA	P132025-9	The Publishing House--Agee--202	12/30/2025	1,975.00	1,975.00	12/31/2025
Total UMB BANK NA:					296,721.15	296,721.15	
USDA FOREST SERVICE							
31891	USDA FOREST SERVICE	BF021510AG1	USDA January 2026 Fees	02/25/2026	1,019.00	1,019.00	02/26/2026
Total USDA FOREST SERVICE:					1,019.00	1,019.00	
UTILITY NOTIFICATION CENTER CO							
31930	UTILITY NOTIFICATION CENTE	226010573	COLORADO 811 LOCATING	01/31/2026	136.62	136.62	02/05/2026
Total UTILITY NOTIFICATION CENTER CO:					136.62	136.62	
VERMONT SYSTEMS							
32135	VERMONT SYSTEMS	VS019437	Monthly rectrac software fees	01/02/2026	253.58	253.58	02/12/2026
32135	VERMONT SYSTEMS	VS019437	Monthly rectrac software fees	01/02/2026	279.56	279.56	02/12/2026
32135	VERMONT SYSTEMS	VS019437	Monthly rectrac software fees	01/02/2026	279.57	279.57	02/12/2026
32135	VERMONT SYSTEMS	VS019775	Monthly rectrac software fees	02/02/2026	559.13	559.13	02/12/2026
32135	VERMONT SYSTEMS	VS019775	Monthly rectrac software fees	02/02/2026	279.56	279.56	02/12/2026
32135	VERMONT SYSTEMS	VS019775	Monthly rectrac software fees	02/02/2026	279.57	279.57	02/12/2026
Total VERMONT SYSTEMS:					1,930.97	1,930.97	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					1,352,390.12	1,352,390.1	

Dated: _____

Finance Director: _____

Dated: _____

Accountant: _____

Report Criteria:

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

P Card charges 2/28/26

Transaction Date	Supplier Name	Transaction Amount	GL Coding	Transaction Description
01/29/2026	481a Purcell Tire	916.45	10-1133-4250	Loader Tire Repair
02/20/2026	7-Eleven 47390	53.95	10-1121-4227	Training Scottsdale AZ
01/30/2026	Aashto	50.00	10-1131-4227	AASHTO asphalt classes
01/31/2026	Aashto	250.00	10-1131-4227	AASHTO - Asphalt classes
02/02/2026	Ac Hotel Frisco	20.00	10-1118-4590	Media hosting- parking
02/01/2026	Ac Hotel Frisco	578.00	10-1118-4590	Media hosting
02/26/2026	All Electric Co	1530.00	10-1132-4207	Rec way lighting investigation and troubleshooting
02/26/2026	All Electric Co	810.50	10-1132-4207	Town Hall lighting repairs
02/04/2026	Allied Security Group In	240.00	10-1132-4207	Museum alarm zone repairs
02/11/2026	AlSCO Inc.	194.00	10-1170-4477	Rug cleaning service for the Nordic Center
02/11/2026	AlSCO Inc.	710.07	10-1160-4477	Rug cleaning for the Day lodge and Slopeside Hall
02/11/2026	AlSCO Inc.	519.87	10-1125-4477	Rug replacements
02/03/2026	AlSCO Inc.	196.13	10-1121-4250	January floor mats for PD
02/17/2026	Amazon Mark* B18f60wo2	9.99	80-8001-4233	Garbage disposal cleaner
02/25/2026	Amazon Mark* B96ls0101	34.84	80-8001-4233	Alcohol pads for first aid kit, dum dum suckers for guests
02/26/2026	Amazon Mark* Be7bx8062	81.20	80-8001-4233	First aid kit supplies, business card holders, rack card holders
02/11/2026	Amazon Mark* F82oo2563	25.80	10-1121-4233	1632 batteries for gun sites
02/10/2026	Amazon Mktp	125.94	10-1160-4201	New Flags for Recreation way
02/24/2026	Amazon Mktp	62.99	10-1114-4233	Printer ink
02/17/2026	Amazon Mktp	27.99	10-1110-4233	Space heater/Fan
02/14/2026	Amazon Mktp	88.19	10-1115-4211	Election order
02/09/2026	Amazon Mktp	40.73	10-1110-4233	Restock of Dishwasher tablets for TH
02/09/2026	Amazon Mktp	9.60	10-1115-4211	Election order
02/06/2026	Amazon Mktp	109.99	10-1120-4233	Request of storage bins
02/02/2026	Amazon Mktp	72.19	10-1111-4229	Chafing dishes for TC dinners
02/02/2026	Amazon Mktp	52.63	10-1110-4233	Restock of tissues and paper towels for TH
02/02/2026	Amazon Mktp	3.99	10-1110-4233	Restock of coffee filters
01/30/2026	Amazon Mktp	12.99	10-1110-4233	Restock of scotch tape
01/31/2026	Amazon Mktp	12.98	10-1115-4211	Election supplies
01/31/2026	Amazon Mktp	642.49	10-1110-4233	Restock of Darth Vader ink, Ice scooper for upstairs fridge, coffee filters
02/18/2026	Amazon Mktp	216.88	10-1110-4233	PAPER RESTOCK FOR LARGE PLOTTER PRINTER (FRONT DESK PURCHASE)
02/01/2026	Amazon Mktp	79.98	55-5500-4270	2 Twin Bed Frames for Emp Housing Units
01/30/2026	Amazon Mktp	58.48	10-1117-4233	Wall calendars for HR
02/02/2026	Amazon Mktp	27.89	10-1110-4704	LABEL CARTRIDGES FOR FIBER OPTIC LABELER
02/02/2026	Amazon Mktp	23.97	10-1110-4704	Adapters for new PCs and older monitors- prevent buying new monitors
02/10/2026	Amazon Mktp	271.65	10-1150-4606	Gross Motor Toys
02/04/2026	Amazon Mktp	109.92	10-1150-4609	Purell
01/29/2026	Amazon Mktp	36.43	10-1160-4205	Stop button for rope tow
01/29/2026	Amazon Mktp	16.95	10-1160-4205	Stop button for rope tow
02/26/2026	Amazon Mktp	41.99	10-1130-4233	Coffee carafe
02/23/2026	Amazon Mktp	113.46	10-1131-4403	Light bulbs
02/21/2026	Amazon Mktp	9.98	10-1130-4233	Brush for coffee pot
02/05/2026	Amazon Mktp	27.99	10-1133-4270	Boot repair
02/06/2026	Amazon Mktp	50.93	10-1130-4233	Office supplies
02/25/2026	Amazon Mktp	15.30	80-8001-4233	Hand warmers for first aid kit
02/25/2026	Amazon Mktp	19.23	80-8001-4233	Hand sanitizer for first aid kit
02/16/2026	Amazon Mktp	21.76	80-8001-4233	Bags for trash cans
02/16/2026	Amazon Mktp	202.51	10-1131-4401	Photo cells for West Main lights
01/29/2026	Amazon Mktp	26.78	10-1114-4233	Office supplies - Blinds and calendar
02/16/2026	Amazon Mktp	25.03	10-1125-4894	Supplies for edu/craft programming
02/01/2026	Amazon Mktp	16.98	10-1125-4233	Thank you cards to give to donors, sponsors, and volunteers
02/26/2026	Amazon Mktp	38.99	10-1132-4207	Facilities lock maintenance supplies
02/11/2026	Amazon Mktp	102.48	10-1132-4207	PD evidence room parts
02/11/2026	Amazon Mktp	34.18	10-1132-4207	PD evidence room parts
02/06/2026	Amazon Mktp	156.90	10-1132-4207	Slopeside Hall door stopper repairs
02/18/2026	Amazon Mktp	56.43	10-1160-4234	Medical supply restock
02/10/2026	Amazon Mktp	97.20	10-1160-4234	Medical supply restock
02/17/2026	Amazon Mktplace Pmts	-39.99	10-1150-4606	Pogo Stick Return
02/25/2026	Amazon Mktplace Pmts	-18.91	10-1131-4403	1 was broken, they refunded us
02/21/2026	Amazon Reta* 535gg0qg3	-199.99	10-1110-4704	Refund for broken TV for PD
02/13/2026	Amazon Reta* 535gg0qg3	199.99	10-1110-4704	PD TV for cameras
01/30/2026	Amazon Reta* Az84h0ec3	68.97	10-1121-4233	Toilet paper an air freshner
02/22/2026	Amazon Reta* B18kb1iy1	34.16	10-1170-4221	Toe warmers for staff use during lessons
02/22/2026	Amazon Reta* B18kb1iy1	34.16	10-1170-4223	Retail toe warmers for sale in lodge
01/29/2026	Amazon Reta* Bs1st9hr3	17.98	10-1160-4227	Stir sticks for drinks
01/28/2026	Amazon Reta* Dc29f4n33	48.78	10-1160-4205	Conductive grease
02/04/2026	Amazon Reta* Hs1t71nq3	35.99	10-1114-4233	Fan for office
02/16/2026	Amazon.Com*4e2ef8dq3	46.95	10-1110-4233	Office supplies
01/30/2026	Amazon.Com*v18u43ns3	84.38	10-1110-4233	Restock of printer paper
02/06/2026	Amazon.Com*v32z87s63	125.85	10-1160-4234	Bubble gum race gum
01/28/2026	Amigo Motor Lodge	-11.36	10-1111-4227	Refund for Amigo Motor Lodge Room Tax - CAST
01/29/2026	Amigo Motor Lodge	-20.18	10-1115-4227	Room charge Tax refund - Amigo Motor Lodge -CAST
01/29/2026	Amigo Motor Lodge	-11.85	10-1119-4227	Amigo Hotel room charge CAST - Tax refund
01/29/2026	Amigo Motor Lodge	11.85	10-1119-4227	Amigo Motor Lodge - Tax charge - CAST
01/29/2026	Amigo Motor Lodge	0.02	10-1115-4227	Tax refund Adjustment - Amigo Motor Lodge -CAST
01/29/2026	Amigo Motor Lodge	-11.85	10-1119-4227	Amigo motel - Room Charge CAST tax refund
02/14/2026	Apple.Com/Bill	0.99	10-1130-4210	iPhone storage for projects and job duties.
02/15/2026	Atssa	95.00	10-1131-4227	Flagger Cert
02/07/2026	Atssa	95.00	10-1131-4227	Flagger cert
02/22/2026	Atssa	95.00	10-1131-4227	Flagger cert
02/25/2026	Atssa	95.00	10-1134-4227	Flagger cert
02/15/2026	Atssa	95.00	10-1134-4227	Flagger cert
02/13/2026	Att	366.21	90-9000-4203	Marina Phones

02/13/2026	Att	1889.95	10-1110-4203	PD, TH, and Rec Phones
01/28/2026	Big Agnes	845.68	10-1160-4270	Puffy for med, leads and sups
01/28/2026	Big Agnes	140.94	10-1150-4850	1 coat for staff
01/28/2026	Big Agnes	140.95	10-1140-4850	1 coat for staff
02/07/2026	Big O Tires 6279	272.00	10-1133-4205	Tire recycle
02/13/2026	Bitly.Com	314.29	10-1118-4655	Yearly Bitly subscription
02/13/2026	Breckenridge Collision	15275.02	10-1133-4205	PD Accident Damage
02/23/2026	Bts*tkelevator	1890.30	10-1132-4207	TK Elvator service contract
02/04/2026	Bubba Gump Daytona Bea	97.96	90-9000-4227	Lunch for 3 employees on travel day home below the \$60.00/day.
02/04/2026	Burger King Conc A Sic	12.90	90-9000-4227	Food for Association of Marina Industries conference trip
02/25/2026	Carquest 3948	88.56	10-1133-4205	Police car gear oil
02/25/2026	Carquest 3948	35.43	10-1133-4205	Cop car air filters
02/24/2026	Carquest 3948	129.98	10-1133-4205	Specialty oil
02/18/2026	Carquest 3948	37.46	10-1133-4205	Hydraulic fittings
02/16/2026	Carquest 3948	-187.28	10-1133-4205	Return receipt from oil filters
02/16/2026	Carquest 3948	172.81	10-1133-4205	Oil filter restock and antifreeze for chevy's
02/16/2026	Carquest 3948	187.28	10-1133-4205	Oil filters that got returned because was accidentally taxed
02/11/2026	Carquest 3948	102.50	10-1133-4233	More hydraulic fluid for hogs
02/11/2026	Carquest 3948	93.60	10-1133-4233	Floor dry
02/11/2026	Carquest 3948	-123.55	10-1133-4233	Hydraulic fluid for hogs CORRECTION
02/11/2026	Carquest 3948	272.45	10-1133-4233	Hydraulic fluids for Hogs
02/03/2026	Carquest 3948	-142.72	10-1133-4205	Hydraulic end return
02/03/2026	Carquest 3948	136.28	10-1133-4205	Hydraulic fittings
02/02/2026	Carquest 3948	220.74	10-1133-4205	Hydraulic hose and fittings
01/28/2026	Carquest 3948	302.30	10-1133-4205	Cop Car Wiper Blades, Snow Broom Belts
02/04/2026	Centurylink Lumen	35.64	90-9000-4401	Marina Lift Ethernet
02/04/2026	Centurylink Lumen	860.45	10-1110-4203	Town Ethernet
02/04/2026	Centurylink Lumen	563.89	40-4000-4203	Water Department Ethernet
02/04/2026	Centurylink Lumen	186.81	90-9000-4203	Marina Ethernet
02/02/2026	Centurylink Lumen	26.99	10-1110-4203	Toll Free Lines Town Hall
02/10/2026	Ces 307	37.00	10-1133-4205	Replacement plug for plasma cutter
02/22/2026	Charleston Harbor Reso	396.63	90-9000-4227	Lodging at same location of class- night before class starts- day 1 of trip
01/30/2026	Checks In The Mail Inc	140.49	10-1114-4233	AP checks
02/15/2026	Chevron 0099592	34.15	10-1121-4227	Training Scottsdale AZ
02/20/2026	Chick-Fil-A #04877	9.60	10-1121-4227	Training Scottsdale AZ
02/19/2026	Chick-Fil-A #04877	4.80	10-1121-4227	Training Scottsdale AZ
02/18/2026	Chick-Fil-A #04877	9.60	10-1121-4227	Training Scottsdale AZ
02/17/2026	Chick-Fil-A #04877	4.80	10-1121-4227	Training Scottsdale AZ
02/05/2026	Cintas Corp	607.65	10-1133-4270	Uniforms
02/20/2026	Cintas Corp	276.57	10-1132-4207	Cintas PW first aid cabinets
02/22/2026	Circle K 01792	55.08	10-1121-4227	Training Scottsdale AZ
02/16/2026	Circle K 03397	51.71	10-1121-4227	Training Scottsdale AZ
02/15/2026	City-Market #0420	22.37	10-1110-4227	Decorations for All Staff 2.18.26
02/04/2026	City-Market #0420	834.69	10-1110-4650	2026 Winter Celebration supplies
02/15/2026	City-Market #0430	23.63	10-1110-4227	Food for All Staff 2.18.26
02/10/2026	City-Market #0430	253.16	10-1160-4227	FAP staff tailgate lunch
02/02/2026	Cloud Cover Music	18.95	10-1125-4233	Cloud cover subscription
02/02/2026	Cloud Cover Music	18.95	80-8001-4233	Cloud cover subscription
02/13/2026	Co Bldg Sup 051001 Bre	23.98	10-1170-4205	Marking paint for RMN race
01/29/2026	Co Bldg Sup 051001 Bre	178.95	10-1170-4205	Screws and ice breaker
02/10/2026	Co Bldg Sup 051001 Bre	11.99	10-1132-4207	Slopeside hall door repairs
02/13/2026	Co E-Gov Services Emv	104.04	80-8003-4486	Health Dept Inspection
02/23/2026	Co Govt Services	31.44	10-1150-4250	Background Check
01/30/2026	Co Govt Services	31.44	10-1160-4250	Background check
02/23/2026	Co Govt Services	716.52	10-1132-4207	NWCCOG elevator inspections
02/10/2026	Co Ltap	150.00	10-1131-4227	CO LTAP street classes
02/11/2026	Co Motor Veh Serv Emv	30.58	10-1133-4210	Title and Registration
02/10/2026	Co Motor Veh Serv Emv	8.20	10-1133-4210	Title and Registration
01/30/2026	Co Park* Co	35.00	10-1150-4227	CPRA Directors Lunch.
02/16/2026	Co Park* Inv-6646	345.93	10-1134-4210	Colorado Parks & Recreation annual membership
02/16/2026	Co Park* Inv-6646	115.31	10-1140-4210	Colorado Parks & Recreation annual membership
02/16/2026	Co Park* Inv-6646	576.59	10-1150-4210	Colorado Parks & Recreation annual membership
02/16/2026	Co Park* Inv-6646	461.24	10-1160-4227	Colorado Parks & Recreation annual membership
02/16/2026	Co Park* Inv-6646	345.93	90-9000-4210	Colorado Parks & Recreation annual membership
02/20/2026	Co Summit Co Svs	88.70	10-0010-2601	DRA 397. Recording fees for plat for 160 Forest Dr. SD-25-0008.
02/05/2026	Co Summit Co Svs	44.73	10-0010-2601	DRA #342 - Recording fees for 310 E Main Street Plat
02/10/2026	Codegeek	941.90	10-1118-4655	Website troubleshooting and hosting
02/16/2026	Colorado Analytical	111.00	40-4000-4250	Feb Lab Invoice - Discharge
02/02/2026	Colorado Cwp	50.00	40-4000-4227	Collection License Application
01/28/2026	Colorado Cwp	50.00	40-4000-4227	Distribution License Application
02/13/2026	Colorado Municipal Leagu	-114.00	10-1111-4227	Refund for Rick - cancelled CML event registration
02/09/2026	Column Public Notice	36.52	10-1119-4265	Column Public Notice for Planning Commission Meeting 2.19.26
02/13/2026	Comcast / Xfinity	547.50	80-8001-4203	Phones VIC
02/13/2026	Comcast / Xfinity	745.64	90-9000-4203	Phones Marina
02/13/2026	Comcast / Xfinity	2639.26	10-1110-4203	Phones TH
01/31/2026	Comcast Advertising	2532.42	10-1118-4265	Winter cable advertising with Adventure Park focus
01/31/2026	Comcast Advertising	8000.00	10-1160-4265	Winter cable advertising with Adventure Park focus
02/23/2026	Comcast Business	1165.05	90-9000-4203	Marina Phones
02/01/2026	Costco *annual Renewal	195.00	10-1150-4227	Costco membership
02/01/2026	Costco *annual Renewal	65.00	10-1170-4210	Costco membership
02/01/2026	Costco *annual Renewal	65.00	10-1130-4233	Costco membership
02/01/2026	Costco *annual Renewal	65.00	40-4000-4210	Costco membership
02/01/2026	Costco *annual Renewal	130.00	90-9000-4210	Costco membership
02/03/2026	Crabbys Oceanside	21.59	90-9000-4227	Lunch AMI Conference - \$22.00 Incidental Rate
02/02/2026	Crabbys Oceanside	125.39	90-9000-4227	Dinner for 4 Staff - AMI conference - all below \$33.00 incidental rate.
02/02/2026	Curtis Devore Media	1150.00	10-1160-4265	Photography and video of Triple Threat Throwdown and Friday Under the Lights

02/15/2026	D & S C Store	39.28	10-1121-4227	Training Scottsdale AZ
02/06/2026	Delta By Marriott	476.00	40-4000-4227	Hotel stay Water School - lodging taxes on receipt
02/20/2026	Denver Cultural Center	16.00	10-1114-4227	Conference travel
02/03/2026	Dicks Last Resort Daytona	111.89	90-9000-4227	Dinner for 4 staff - below incidental rate for each. AMI Conference
01/31/2026	Dmi* Dell K-12/govt	18305.76	10-1110-4704	2026 capital project laptop replacements
02/20/2026	Dry Box Inc - Surcharge	154.50	90-9000-4250	Service Yard Marine Shipping Container Monthly Rental - Feb 2026
02/24/2026	Dunkin #363668	42.79	10-1110-4227	Class supplies on 2.24.2026
02/15/2026	Duo*com	180.00	10-1110-4702	2 FACTOR for TOF VPN
01/28/2026	Economic Developers Coun	350.00	10-1119-4210	EDCC Membership
02/01/2026	Einstein Kiosk - Den	15.67	90-9000-4227	Bagel sandwich and coffee on day 1 of travel for marina conference.
02/01/2026	Einstein Kiosk - Den	10.91	90-9000-4227	Breakfast on travel day to AMI Conference
02/25/2026	Etrailer Corporation	612.40	90-9000-4892	New trailer wheels and tires for work order
02/13/2026	Etrailer Corporation	-39.04	90-9000-4892	Refund of tax on previous etrailer order
02/11/2026	Etrailer Corporation	505.28	90-9000-4205	New wheels and tires for pontoon scissor trailer
02/06/2026	Etsy, Inc.	-0.27	10-1125-4894	Tax reimbursement
02/01/2026	Expedia 73363084110422	15.91	10-1121-4227	Return from Scottsdale, AZ IACP Conf - Expedia fee
02/05/2026	Ezcater*subway	359.27	10-1118-4233	February Town Talk Lunch
01/31/2026	Facebk *eaeuhub9a52	3.78	10-1118-4265	Frisco Freeze promoted social posts
02/09/2026	Frisco Inn On Galena	858.00	10-1118-4590	UK media hosting- Colorado Tourism Office partnership
02/09/2026	Frisco Inn On Galena	858.00	10-1118-4590	UK media hosting- Colorado Tourism Office partnership
01/27/2026	Frisco Lodge	584.80	10-1118-4590	Media hosting
02/25/2026	Frisco Sanitation	2120.00	10-1132-4401	Frisco Sanitation PW
02/25/2026	Frisco Sanitation	1470.00	10-1160-4401	Frisco Sanitation PRA
02/25/2026	Frisco Sanitation	372.50	55-5500-4271	Frisco Sanitation Housing
02/25/2026	Frisco Sanitation	317.50	90-9000-4401	Frisco Sanitation Marina
02/25/2026	Frisco Sanitation	88.75	10-1170-4401	Frisco Sanitation Nordic
02/10/2026	Galls	195.98	10-1121-4233	Safety flares
01/30/2026	Geowater Services, Llc	200.00	40-4000-4250	Jan Bac-T Samples
02/01/2026	Google Ads9512978270	455.16	10-1117-4265	Google ads for recruitment
02/09/2026	Grainger	942.94	10-1132-4207	Walter Byron womens room heater replacemnt
02/20/2026	Grandstand	-61.00	80-8003-4486	Refund
01/30/2026	Grandstand	809.36	80-8003-4486	Taster Cups for /BrewSki
01/28/2026	Greco's Pastaria	302.40	10-1111-4229	TC dinner 1.27.26
02/09/2026	Harbor Freight Tools 394	500.35	10-1160-4205	Tools
02/09/2026	Harbor Freight Tools 394	500.35	10-1170-4205	Tools
02/18/2026	Hd Supply Facilities	26.77	10-1160-4477	Cleaning supplies
02/18/2026	Hd Supply Facilities	627.52	10-1160-4477	Toilet Tissue and Toilet seat covers
02/18/2026	Hd Supply Facilities	98.76	10-1160-4477	Cleaning products
02/13/2026	Hd Supply Facilities	81.59	10-1160-4477	Screen cleaners and trash bags
02/13/2026	Hd Supply Facilities	48.98	10-1160-4477	Cleaning supplies
02/12/2026	Hd Supply Facilities	212.41	10-1160-4477	Toilet tissue
02/10/2026	Hd Supply Facilities	277.53	10-1160-4221	Batteries, Air freshener, small trash bags
02/10/2026	Hd Supply Facilities	79.29	10-1160-4477	Clorox Disinfecting Bio Stain for rug clean up when people throw up.
01/28/2026	Hd Supply Facilities	699.64	10-1170-4221	Toilet paper for FNC / split purchase with tissue order
02/21/2026	Hertz Charleston - Chh	443.18	90-9000-4227	Rental car for AMM class in Charleston, SC
02/04/2026	Hilton Daytona Beach Ocea	14.67	90-9000-4227	Conference Day 3 breakfast
02/03/2026	Hilton Daytona Beach Ocea	17.39	90-9000-4227	Conference Day 2 Breakfast
02/02/2026	Hilton Daytona Beach Ocea	12.40	90-9000-4227	Conference Day 1 breakfast
02/02/2026	Hilton Daytona Beach Ocea	14.51	90-9000-4227	Coffee and muscle milk for breakfast while at our FL conference. Morning 1
02/02/2026	Hilton Daytona Beach Ocea	15.06	90-9000-4227	Food for Association of Marina Industries conference trip
02/02/2026	Hilton Daytona Beach Ocea	7.12	90-9000-4227	Breakfast AMI Conference
02/01/2026	Hilton Daytona Beach Ocea	114.79	90-9000-4227	Dinner for 4 staff below incidental rate - AMI Conference
02/04/2026	Hilton Hotels	-207.00	90-9000-4227	One room cancellation for AMI Conference
02/04/2026	Hilton Hotels	414.00	90-9000-4227	Hotel Room for AMI Conference
02/04/2026	Hilton Hotels	414.00	90-9000-4227	Hotel Room for AMI Conference
02/04/2026	Hilton Hotels	414.00	90-9000-4227	Hotel Room for AMI Conference
02/04/2026	Hilton Hotels	414.00	90-9000-4227	Hotel Room for AMI Conference
02/19/2026	House Of Signs	6394.08	20-2000-5106	Main St wayfinding signage - 50% down
02/10/2026	House Of Signs	69.76	10-1132-4207	Wash bay signage
01/28/2026	In *aerial Equipment Spec	1160.00	10-1133-4250	Annual Lift Inspection
02/05/2026	In *all Electric Company	210.00	10-1160-4208	Electric troubleshooting for magic carpet VFD
02/23/2026	In *amp Properly Cleaning	675.00	90-9000-4477	FBM Landing Monthly Cleaning Services - Jan 2026
02/25/2026	In *joe Kusumoto Photogra	675.00	80-8004-4266	Frisco Freeze Fat Bike Race & Mardi Gras 4Paws photography
02/16/2026	In *kinder Restoration Se	1095.26	10-1132-4207	McKinstry project crawlspace cleaning
02/20/2026	In *mountain Dweller Coff	160.00	10-1110-4233	Restock of coffee for TH
02/10/2026	In *mountain Dweller Coff	90.00	10-1130-4233	Office Coffee
02/16/2026	In *mountain Dweller Coff	80.00	10-1170-4225	Coffee to sell at nordic lodge
02/16/2026	In *mountain Dweller Coff	80.00	10-1160-4227	Coffee for break room staff in slopeside hall
02/05/2026	In *neotreks, Inc	390.00	10-1131-4271	Plow ops - monthly service
02/15/2026	In *patriot Portables & E	2510.00	80-8002-4585	Portos - Monthly service
02/05/2026	In *tropical Threads, Llc	94.50	10-1160-4270	Staff jacket embroidery fap
02/05/2026	In *tropical Threads, Llc	13.50	10-1140-4850	1 jacket embroidery
02/05/2026	In *tropical Threads, Llc	13.50	10-1140-4850	1 jacket embroidery
02/04/2026	In *world Class Distribut	109.58	10-1160-4411	Water jugs for staff on hill
02/02/2026	Indust Health Serv Networ	199.60	10-1130-4250	Monthly randoms fee
02/06/2026	Infinity Certified Weldin	483.99	10-1160-4205	Acetylene and Oxygen for Welding (refills)
02/06/2026	Infinity Certified Weldin	35.70	10-1133-4205	Part
02/06/2026	Infinity Certified Weldin	50.98	10-1133-4271	Welding Tools
02/02/2026	Intab Llc	122.49	10-1110-4211	SECURITY BALLOT BAGS AND BALLOT BOX SEALS
01/29/2026	Jj Keller & Associates I	226.10	10-1131-4271	Vehicle inspection books
02/09/2026	Joinhomebase.Com	30.00	10-1125-4210	Staff scheduling software subscription
02/13/2026	Joinhomebase.Com	30.00	10-1170-4210	Homebase scheduling subscription
01/28/2026	Lawson Products Inc	373.34	10-1133-4205	Shop Supplies
02/10/2026	Littleton Reg Co St Park	142.50	90-9000-4208	Register 2 new boats
02/10/2026	Littleton Reg Co St Park	213.75	90-9000-4208	5 new 2026 boat registrations
02/03/2026	Longhorn Steak 0125527	29.79	40-4000-4227	Dinner 2/3/26 - Water School

02/05/2026	Lowe's #03206	34.82	80-8004-4589	Planter box repair
02/04/2026	Lowe's #03206	18.94	10-1160-4205	Funnels for shop. General use.
02/11/2026	Lowe's #03206	63.96	10-1130-4233	Water
02/08/2026	Lowe's #03206	6.76	10-1131-4403	Hardware for door repair
02/09/2026	Lowe's #03206	32.37	10-1125-4207	Fittings and hardware for museum bathroom piping and sink
02/01/2026	Lowe's #03206	151.97	10-1125-4207	Supplies and hardware for bathroom shelving replacement and artifact shelf replacement
02/24/2026	Lowe's #03206	19.96	10-1131-4403	Hardware for delineators
02/26/2026	Lowe's #03206	90.96	10-1133-4205	Needed a hotter burning torch
02/06/2026	Lowe's #03206	241.28	10-1133-4205	Parts for the welding bench
02/04/2026	Lowe's #03206	312.19	10-1133-4205	Replacement extension cords and hardware to hang our welding shields on the wall
02/04/2026	Lowe's #03206	16.48	10-1132-4207	PD new lock
02/24/2026	Lowe's #03206	22.94	10-1160-4409	Authorized personnel only sign and hole saw for lift opps
02/07/2026	Lowe's #03206	70.70	10-1160-4205	Diesel exhaust fluid for snow cats
02/03/2026	Lowe's #03206	318.02	10-1160-4411	Stop gate rebuild supplies
02/23/2026	Lowe's #03206	439.85	10-1132-4207	Town Hall bathroom ceiling tiles
02/16/2026	Lowe's #03206	170.48	10-1132-4207	Town Hall bathroom repairs
02/16/2026	Lowe's #03206	-52.00	10-1132-4207	Lowe's bath fan return
02/16/2026	Lowe's #03206	67.28	10-1132-4207	Lund house fan replacement
02/12/2026	Lowe's #03206	60.46	10-1132-4207	Shop repair parts
01/29/2026	Lowe's #03206	16.14	10-1132-4207	TH sun shade repairs
02/05/2026	Lowe's #03206	314.50	10-1131-4271	Facilities - Streets split rotary hammer
02/05/2026	Lowe's #03206	314.50	10-1132-4207	Facilities - Streets split rotary hammer
02/05/2026	Lowe's #03206	162.88	10-1132-4207	PD Evidence room upgrades
02/07/2026	Lowe's #03206	387.42	80-8004-4589	Plater box repair
02/03/2026	Lowe's #03206	43.92	80-8004-4589	Planter box repair
02/02/2026	Lowe's #03206	25.96	80-8004-4589	Planter box repair - hardware
01/29/2026	Loyal Duke Lodge	105.00	10-1114-4227	CAST Salida
02/18/2026	Lsu Outer Range Brewin	59.00	10-1114-4227	Staff meal
02/01/2026	McDonalds F13570	14.09	90-9000-4227	Travel day breakfast
02/01/2026	McDonalds F13570	10.63	90-9000-4227	Food for Association of Marina Industries conference trip
02/09/2026	Microsoft-G139219055	192.72	10-1110-4702	Microsoft Sentinel for Avertium data analytics
02/25/2026	Mixtiles	105.31	10-1160-4223	Tix office photos with tax (will be removed later)
02/08/2026	Monarch 24/7 Dining	123.01	10-1121-4233	1998 Cold Case review
02/24/2026	Moose Jaw	37.50	10-1111-4222	Lunch with Mayor
01/30/2026	Mountain Dirty Motorsport	53.13	10-1160-4411	Propane for weed burner and heaters
01/30/2026	Mountain Dirty Motorsport	85.46	10-1170-4205	Fuel filter
02/06/2026	Mountain States Employers	580.00	10-1117-4227	I9 Training
02/06/2026	Mountain States Employers	920.00	10-1117-4227	Employment Law Conference in Denver
02/02/2026	Mountain States Employers	116.00	10-1117-4227	I9 - on demand training - all HR
02/02/2026	Mountain States Employers	580.00	10-1117-4227	HR I9 Training
02/04/2026	Ms Careers	65.00	10-1150-4210	Programs/Events Internship job posting on CPRA website.
02/12/2026	Murdochs Silverthorne	77.98	10-1134-4270	Work clothes
02/14/2026	Murdochs Silverthorne	429.99	10-1133-4271	Tool
02/04/2026	Murdochs Silverthorne	207.47	10-1134-4270	Work clothes
02/26/2026	Murdochs Silverthorne	108.97	40-4000-4201	Winter and Ice Maintenance
02/26/2026	Murdochs Silverthorne	28.12	40-4000-4270	Clothing Allowance
02/21/2026	Murdochs Silverthorne	482.93	40-4000-4270	Clothing Allowance
02/12/2026	Murdochs Silverthorne	184.23	10-1131-4270	Work clothes
02/15/2026	Murdochs Silverthorne	19.99	10-1131-4270	Work gloves
02/06/2026	Napa Auto & Truck Frisco	17.99	10-1160-4205	DEF fluid for snowcats
02/04/2026	Napa Auto & Truck Frisco	67.96	10-1160-4205	DEF fluid for snowcats.
02/14/2026	Napa Auto & Truck Frisco	41.98	10-1133-4205	Shop Supplies
01/31/2026	Napa Auto & Truck Frisco	354.99	10-1133-4205	Gates Crimper Part
01/30/2026	Napa Auto & Truck Frisco	58.47	10-1133-4205	Shop Supplies
01/27/2026	Napa Auto & Truck Frisco	409.70	10-1133-4205	Parts Hydro Hoses
01/28/2026	Napa Auto & Truck Frisco	7.14	90-9000-4201	Shop towels
01/28/2026	Napa Auto & Truck Frisco	8.48	90-9000-4205	Spark plugs for events generator
02/25/2026	Napa Auto & Truck Frisco	29.01	10-1133-4205	Headlight bulbs for peterbilt
02/25/2026	Napa Auto & Truck Frisco	91.98	10-1133-4205	Hydraulic Hose Ends for Multihog
02/24/2026	Napa Auto & Truck Frisco	12.52	10-1133-4205	Needed different terminals for sign trailer batteries
02/18/2026	Napa Auto & Truck Frisco	1383.38	10-1133-4205	Replacement batteries for sign trailer
01/30/2026	Napa Auto & Truck Frisco	32.20	10-1133-4205	New haul truck air line parts
02/03/2026	Napa Auto & Truck Frisco	43.97	10-1160-4205	Headlights for side x side and shop towels
01/27/2026	Napa Auto & Truck Frisco	113.98	10-1133-4205	Hose fitting for Multi hog
02/08/2026	Nytimes Disc	4.02	10-1110-4210	NY Times Monthly Subscription
02/24/2026	Openai *chatgpt Subscr	20.00	10-1110-4702	AI subscription to reduce cost of 3rd party and vendor support
01/28/2026	Otc Brands	-95.08	10-1160-4221	Refund on birthday party supplies
02/04/2026	Otc Brands	54.96	10-1140-4233	Supplies for Mardi Gras Event
02/09/2026	Oti*open Text Inc	2083.73	10-1118-4655	OpenText-Hightail yearly subscription
02/04/2026	P.F.Changs 9205 Clv	24.34	90-9000-4227	Food for Association of Marina Industries conference trip
02/10/2026	Parkwhiz, Inc.	55.35	10-1160-4227	Copper tailgate parking fee for staff party
02/19/2026	Partners Conference	-150.00	10-1170-4227	Refund for COSA April conference double registration
01/28/2026	Partners Conference	150.00	10-1170-4227	COSA conference attendee fee / note there was a double-charge so one was refunded
01/28/2026	Partners Conference	150.00	10-1170-4227	COSA conference attendee fee
01/29/2026	Paypal	99.00	10-1118-4265	Job posting on 3CMA site for Communications Manager
02/24/2026	Peacock 0a349 Peacock	-8.66	10-1150-4606	Refund for peacock subscription
02/24/2026	Peacock 0a349 Peacock	8.66	10-1150-4606	Peacock subscription I got refunded
02/24/2026	Peacock 7f2fe Premium	11.91	10-1150-4606	Peacock subscription to watch a movie at camp
02/06/2026	Peak 1 Express	-160.20	10-1121-4227	Refund for Peak One Express shuttle
02/01/2026	Phx T3 Ajo Als 6291536	27.00	10-1121-4227	IACP conference Scottsdale, AZ meal
02/17/2026	Prinoth Llc	16.37	10-1160-4205	Copper gaskets
02/17/2026	Prinoth Llc	16.37	10-1170-4205	Copper gaskets
02/17/2026	Prinoth Llc	633.12	10-1170-4205	Quick disconnect coupler
02/17/2026	Prinoth Llc	1753.44	10-1160-4205	Service filters
02/17/2026	Prinoth Llc	4157.36	10-1170-4205	Service filters and tiller parts
02/17/2026	Prinoth Llc	404.33	10-1170-4205	Pin for lifting frame

02/17/2026	Prinoth Llc	82.52	10-1160-4205	Copper gaskets
02/17/2026	Prinoth Llc	82.52	10-1170-4205	Copper gaskets
02/06/2026	Psi Exams	104.00	40-4000-4227	Collection License
02/10/2026	Psi Exams	104.00	40-4000-4227	Water Distribution License
02/03/2026	Purestar.Com	225.58	10-1121-4270	January dry cleaning
02/10/2026	Py *buffalo Mountain Stor	342.00	10-1125-4893	Storage unit for exhibit vitrines and materials
02/05/2026	Py *mca Boars Head	10.76	90-9000-4227	Lunch while traveling back to Denver within the last day of travel rate.
02/13/2026	Raocoparks&wildlife Co	1923.75	90-9000-4208	Majority of the fbm boats registration
02/25/2026	Recycling* The Recycli	50.00	10-1120-4227	Behavior Change Strategies for Colorado Workshop
02/07/2026	Rei #182 Dillon	37.40	80-8004-4589	Planter box repair
02/21/2026	Res* Deltahotel	919.99	40-4000-4227	\$214.30 Tax Recovery and fees. What possible to be refunded during stay after tax exemption
02/20/2026	Rmwea	525.00	40-4000-4227	RMWEA Water School
02/05/2026	Rocky Mountain Coffee Ro	19.95	10-1118-4590	Coffee for media hosting goodie bag
02/17/2026	Rocky Mountain Coffee Ro	50.00	10-1110-4650	Gift Card for Feb All Staff ERC drawing
02/23/2026	Safeway #0836	51.11	10-1111-4229	TC dinner 2.24.26 seltzers, dessert and salad fixings
02/09/2026	Safeway #0836	200.00	10-1110-4650	Restock of Peak Awards
02/03/2026	Safeway #0836	59.72	10-1118-4233	Town Talk 2.5.26
01/29/2026	Safeway #0836	100.00	10-1110-4650	Restock of Peak Awards
01/27/2026	Safeway #0836	20.98	10-1111-4229	FRISCO'S FINEST FLOWERS AND PART OF MEAL
02/25/2026	Safeway #0836	72.53	10-1110-4227	Breakfast foods for CPR training
02/18/2026	Safeway #0836	38.86	10-1110-4227	NEO Breakfast Foods
02/03/2026	Safeway #0836	44.67	10-1110-4227	Breakfast items for new employee orientation
02/04/2026	Safeway #0836	14.95	10-1110-4650	ERC Employee Party mints
02/25/2026	Safeway #0836	35.96	10-1160-4225	Cookies for bubble gum races
02/17/2026	Safeway #0836	100.62	10-1110-4227	Food for All Staff 2.18.26
01/29/2026	Safeway #0836	65.88	10-1110-4227	Food for Feb All Staff
02/25/2026	Safeway #0836	100.00	10-1110-4651	Myfit completion gift card
02/04/2026	Safeway #0836	100.00	10-1110-4651	MyFit completion giftcard
02/13/2026	Safeway #0836	99.01	80-8003-4588	Snacks and drinks for racers
02/13/2026	Safeway #0836	119.59	80-8003-4588	Snacks and Drinks for racers
02/24/2026	Safeway #0836	8.27	10-1150-4606	Popcorn for campers
02/18/2026	Safeway #0836	53.94	10-1160-4480	Bubble gum cookies
01/31/2026	Shake Shack - 1164	25.40	10-1121-4227	IACP Conf Scottsdale AZ
02/13/2026	Sherwin-Williams707277	62.70	10-1132-4207	Lund house paint
02/07/2026	Smartsheet Inc.	324.00	10-1117-4210	Smartsheet planning tool
02/06/2026	Smartwaiver	3750.00	10-1160-4250	All swartwaiver fees for last year. will have to breakdown and split coes for journal transfer
02/11/2026	Sp Ares Tool	58.88	90-9000-4201	Bearing packer and impact tools
02/13/2026	Sp Gokeyless	69.24	90-9000-4207	Latch protectors for bathhouse doors
02/04/2026	Sp Municipal Supply	401.78	10-1131-4403	Aluminum blanks for street signs
02/18/2026	Sp Polywood	399.00	10-1160-4411	Railpark tix checker chair
01/29/2026	Sp Sellgoodr	1721.25	90-9000-4891	102 pairs of goodr sunglasses for retail resale.
02/04/2026	Sp Sign Warehouse	353.50	10-1131-4403	Sign materials
02/15/2026	Speedway 43297	26.03	10-1121-4227	Training Scottsdale AZ
02/22/2026	Speedway 47194	37.14	10-1121-4227	Training Scottsdale AZ
02/05/2026	Spotify P3f11b2531	12.99	10-1170-4210	Monthly spotify subscription for music to play in lodge
02/25/2026	Spotify P3fb4bd3ff	20.58	90-9000-4704	Spotify monthly- feb
02/21/2026	Spotify Usa	20.58	10-1160-4250	Spotify for PRA
02/18/2026	Spotify Usa	7.04	10-1150-4210	Music streaming for programs
02/18/2026	Spotify Usa	7.04	10-1140-4210	Music Streaming for Events
02/11/2026	Sq *colorado Association	50.00	10-1121-4210	2026 CO Assoc Municipal Court Association dues
01/28/2026	Sq *ready, Paint, Fire!	674.48	10-1110-4651	Wellness event/activity at Ready Paint Fire on 1.28.26
02/19/2026	Sq *sesac	650.62	10-1140-4210	Music Dues for concerts and events
02/01/2026	Sq *shake Shack	21.24	10-1121-4227	IACP Conf Scottsdale AZ
02/04/2026	Sq *summit County Signs	28.00	10-1170-4270	Nametags for ski instructors
02/10/2026	Sq *the Bottle Shop - You	63.19	10-1134-4233	Mistaken charge, reimbursed to town
01/30/2026	Staking University	950.00	40-4000-4227	Locators Class
01/30/2026	Staking University	950.00	40-4000-4227	LOCATING SCHOOL
02/11/2026	Stapls7674608136000001	12.04	10-1160-4234	Scotch Packing tape
02/11/2026	Stapls7674608136000001	303.54	10-1160-4477	Purell Soap dispenser refill
02/04/2026	Starbucks 78306	11.72	90-9000-4227	Coffee and breakfast sandwich for marina FL conference. Morning 3
02/03/2026	Starbucks 78306	11.93	90-9000-4227	Coffee and breakfast sandwich for marina FL conference. Morning 2
02/04/2026	Starbucks 78306	15.20	90-9000-4227	Breakfast AMI Conference
02/03/2026	Starbucks 78306	6.07	90-9000-4227	Starbucks Breakfast - below the \$20.00/day breakfast incidental rate.
02/03/2026	Starbucks 78306	14.95	90-9000-4227	Starbucks Breakfast - AMI Conference
02/18/2026	Starbucks Store 05372	120.00	10-1110-4227	Coffee for February 2026 all staff
02/22/2026	Starbucks Store 60587	7.84	10-1121-4227	Training Scottsdale AZ
02/03/2026	Starlite Diner	23.02	90-9000-4227	Food for Association of Marina Industries conference trip
01/30/2026	Sticker Mule	365.00	10-1160-4223	Stickers for sale and swag
02/12/2026	Stravacom	59.99	10-1170-4210	FNC Strava app monthly fee
02/09/2026	Summit County Ace Hdwe	44.14	10-1133-4271	Dremel grinding bits
02/02/2026	Summit County Ace Hdwe	11.86	10-1133-4205	Springs for Snow Blower
02/07/2026	Summit County Ace Hdwe	323.97	10-1160-4201	New drill and bits for winter fencing
02/09/2026	Summit County Ace Hdwe	26.36	10-1132-4207	Keys
02/24/2026	Summit County Ace Hdwe	90.96	10-1131-4271	Sign truck supplies
02/03/2026	Summit County Ace Hdwe	73.15	10-1131-4271	Tools for sign shop
02/16/2026	Supplyhouse.Com	124.22	10-1132-4207	PRA Maint shop heater igniter
02/09/2026	Sw Jcb Commerce City	872.86	10-1160-4205	Filter kit JCB hydro
02/10/2026	Swift Communications	1764.25	10-1118-4265	Digital ads and Christmas tree drop off ads
02/10/2026	Swift Communications	1037.10	10-1170-4265	Skate Ski Clinics and Frisco Freeze print ads
02/03/2026	The Beach Hut Cantina	15.94	90-9000-4227	Conference Day 2 lunch
02/17/2026	The Breakfast Deli	50.00	10-1110-4650	Gift cards for Feb All Staff ERC peak award drawing
02/10/2026	The Breakfast Deli	762.28	10-1110-4227	Burritos for February All Staff
01/28/2026	The Webstaurant Store Inc	82.23	10-1170-4221	Cups for hot drinks in nordic lodge
02/15/2026	The Webstaurant Store Inc	82.23	10-1160-4221	Paper cups for bubble gum races
02/06/2026	Theiacp	425.00	10-1121-4227	Conference registration for IACP Conf in Boston, MA
02/06/2026	Theiacp	500.00	10-1121-4210	2026 Int'l Assoc for Chiefs of Police dues

01/27/2026	Theparkingspot-Ecw708	35.56	90-9000-4227	Airport parking for traveling to AMI conference
02/02/2026	Tlo Transunion	100.00	10-1121-4210	Police data base subscription for January 2026
02/09/2026	Tmobile Postpaid Web	70.00	10-1110-4203	Personal cell phone stipend
02/24/2026	Tools Up Llc Cornwell	399.95	10-1133-4271	3/4" Impact
02/06/2026	Town Of Frisco	25.00	10-1119-4250	Waitlist registration test - xpress billpay
02/26/2026	Trail Builder Magazine	9.99	10-1170-4210	Trail Mag subscription
02/10/2026	Trailerparts.Com	177.62	90-9000-4205	New hubs for pontoon scissor trailer
02/06/2026	Tst* Butterhorn Bakery &	50.00	10-1118-4590	Gift card for media hosting
02/24/2026	Tst* Mountain Dweller Cof	17.10	10-1118-4227	Coffee meeting
02/18/2026	Tst* Mountain Dweller Cof	230.00	10-1110-4227	GF burritos for All Staff 2.18.26
02/05/2026	Tst* The Silver Crown	5651.49	10-1110-4650	2026 Winter Celebration Event- venue, F&B
02/05/2026	Tst* The Silver Crown	200.00	10-1110-4650	Winter Celebration supplies 2.4.2026
02/05/2026	Tst* Which Wich 425 Frisc	60.00	10-1114-4227	Audit Prep Lunch
02/05/2026	Tst*5th Ave Grill	100.00	10-1118-4590	Gift card for media hosting
02/17/2026	Tst*bread & Salts	82.19	10-1119-4210	ComDev.Environmental Programs 2026 Meeting
02/19/2026	Tst*chimayo Grill - Main	373.81	10-1110-4651	February Lunch and Learn Lunch
02/24/2026	Tst*kemosabe At Silverhe	516.60	10-1111-4229	TC dinner 2.24.26
02/05/2026	Tst*pepper Asian Bistro	36.69	40-4000-4227	Dinner 2/5/26 - Water School
01/29/2026	Tst*peppinos Pizza & Su	184.38	10-1150-4607	Kid's Night Out Pizza
02/14/2026	Tst*peppinos Pizza & Su	511.04	80-8003-4588	Pizza for Frisco Freeze bike Race Event
02/05/2026	Uber *trip	24.96	90-9000-4227	Conference Day 3 Uber from conference to airport
02/04/2026	Uber *trip	24.94	90-9000-4227	Uber from hotel to airport
02/02/2026	Uber *trip	38.47	90-9000-4227	Uber from airport to hotel
02/02/2026	Uber *trip	9.00	10-1121-4227	Uber \$39.98 ride to airport from hotel in Scottsdale, AZ
02/02/2026	Uber *trip	30.98	10-1121-4227	Uber \$39.98 ride to airport from hotel in Scottsdale, AZ
01/30/2026	Uber *trip	10.00	10-1121-4227	Uber to Scottsdale AZ hotel for IACP Conference
01/30/2026	Uber *trip	44.31	10-1121-4227	Uber to hotel in Scottsdale, AZ for IACP Conference
02/09/2026	Uep*china Szechuan	425.40	10-1111-4229	TC dinner 2.10.26
02/17/2026	Uep*china Szechuan	240.00	10-1119-4306	Food for Planning Commission Meeting 2.19.26
01/29/2026	Uline	372.32	10-1160-4411	Burlap for slowing down tubes
01/29/2026	United	-150.50	10-1121-4227	Refund for flight to Phoenix AZ for IACP Conference
01/29/2026	United	88.16	10-1121-4227	IACP Conference
01/29/2026	United	-75.24	10-1121-4227	Refunded seat reservation from Scottsdale, AZ
01/29/2026	United	1473.40	10-1121-4227	Rescheduled flight to Scottsdale, AZ due to fatal accident blocking highway on 1/29
01/30/2026	United	-434.57	10-1121-4227	Refund for original flight to Scottsdale AZ - flight rescheduled due to missed flight
02/01/2026	United	357.40	10-1121-4227	Return flight from IACP conf in Scottsdale, AZ - original flight was canceled
02/01/2026	United	40.00	10-1121-4227	Return baggage fee IACP Conference Phoenix AZ to DEN
01/29/2026	Usabluebook	1250.75	40-4000-4201	Lab Supplies
02/03/2026	Vesta	32.77	10-1110-4203	Cell Phone Bill
02/15/2026	Vrc Companies Llc	162.91	10-1110-4233	VRC Shred 1.31.26
02/25/2026	Vsi*tos Rec Center	134.50	10-1150-4606	Swimming Winter Break
02/02/2026	Vsi*tos Rec Center	108.50	10-1150-4606	Pool for Fun Club February Mini Camp
02/15/2026	Vzwriss*apocc Visb	255.84	40-4000-4203	Water Department and well phone lines
02/15/2026	Vzwriss*apocc Visb	1261.64	10-1110-4203	Town Hall, PW, and Rec phone lines
02/06/2026	Vzwriss*bill Pay Vn	70.00	10-1110-4203	Monthly cell phone stipend.
02/19/2026	Vzwriss*bill Pay Vw	70.00	10-1110-4203	Cell phone reimbursement
02/20/2026	Vzwriss*bill Pay Vw	35.00	10-1110-4203	Government cell phone stipend
02/05/2026	Wagner Equip Co Cr	110.41	10-1133-4205	Cat care kit
02/11/2026	Wal-Mart #0986	16.19	90-9000-4201	Paper items and wall hanging supplies for the Landing
02/08/2026	Wal-Mart #0986	17.42	10-1134-4233	Supplies for shop
02/20/2026	Wal-Mart #0986	9.36	80-8004-4589	Hardware for planter boxes
02/09/2026	Wal-Mart #0986	28.64	10-1111-4229	Sternos for TC dinners
01/30/2026	Wal-Mart #0986	18.76	10-1150-4606	Dish soap, sponges for slopeside
02/19/2026	Wal-Mart #0986	37.68	10-1130-4233	Office supplies
02/11/2026	Wal-Mart #0986	35.98	10-1130-4233	Office supplies
01/28/2026	Wal-Mart #0986	34.90	10-1130-4233	Office supplies
02/09/2026	Wal-Mart #0986	10.20	80-8001-4233	Drain cleaner for kitchen sink, dog treats
02/15/2026	Wal-Mart #0986	3.88	10-1110-4227	Supplies for All Staff 2.18.26
02/21/2026	Wal-Mart #0986	21.73	10-1170-4227	Coffee, milk, whisk broom
02/13/2026	Wal-Mart #0986	7.34	10-1170-4205	Snow marking dye for RMN race
02/07/2026	Wal-Mart #0986	53.28	10-1170-4205	DEF fluid for cats.
02/11/2026	Wal-Mart #0986	21.97	10-1131-4403	Light bulb for West Main
02/25/2026	Wal-Mart #0986	41.12	10-1133-4233	Soap for shop and TV mount for boss
02/17/2026	Wal-Mart #0986	18.40	10-1121-4233	Command strips to hang items on wall
02/05/2026	Wal-Mart #0986	14.64	10-1121-4233	1632 batteries for gun scope for 2 batteries
01/29/2026	Wal-Mart #0986	50.30	10-1160-4221	Staff bday cards and batteries
02/17/2026	Wal-Mart #0986	148.00	10-1132-4207	PD monitor for security cameras
02/05/2026	Wal-Mart #0986	69.36	10-1133-4205	Car wash supply
02/17/2026	Wal-Mart #986	14.97	10-1131-4271	Charger for on call phone
02/11/2026	Wal-Mart #986	74.00	10-1121-4233	Walmart - hard drive for case 2025-7402
02/07/2026	Wal-Mart #986	32.64	10-1160-4227	Breakroom supplies (tea, sugar, etc.)
02/07/2026	Wal-Mart #986	89.00	10-1160-4207	Toaster Oven for Frisco Haus Cafe
02/03/2026	Wal-Mart #986	17.12	80-8001-4233	Coffee for office
02/02/2026	Wal-Mart #986	-19.68	10-1110-4227	Food for Feb All Staff Meeting/Found cheaper elsewhere
01/29/2026	Wal-Mart #986	19.68	10-1110-4227	Food for Feb All Staff Meeting/Found cheaper elsewhere
02/21/2026	Wal-Mart #986	39.82	10-1134-4233	De greaser for shop
01/30/2026	Wal-Mart #986	8.94	10-1131-4403	Graffiti removal
02/16/2026	Wal-Mart #986	19.62	10-1125-4894	Supplies for the STEM fair at Frisco Elementary
02/19/2026	Wal-Mart #986	40.85	10-1170-4221	Cleaning supplies: window cleaner, air freshener, Clorox wipes, advil
02/01/2026	Wal-Mart #986	27.77	10-1160-4411	White board for communication in lift shack
02/02/2026	Wal-Mart #986	65.62	90-9000-4200	Folders, plastic sleeves, office supplies for office & training
02/10/2026	Walmart.Com	0.28	10-1170-4205	Extension cord for Yellowstone groomer.
02/10/2026	Walmart.Com	35.74	10-1170-4205	Extension cord for Yellowstone groomer
02/02/2026	Wci*timberline Disp	4976.45	10-1131-4250	Main St trash and recycling
02/02/2026	Wci*timberline Disp	1136.35	10-1132-4411	TH & PW recycling
02/11/2026	West Marine #400	27.19	90-9000-4205	New roller for pontoon scissor trailer

02/11/2026	West Marine #400	88.36	90-9000-4892	Wheel hub bearing kits
02/01/2026	Westin Kierland Resort	560.83	10-1121-4227	IACP conf. hotel in Scottsdale, AZ
01/31/2026	Westin Kierland Resort	970.14	10-1121-4227	Hotel in Scottsdale, AZ IACP conference 1/30 - 2/1/26
02/21/2026	Whataburger 1246	14.22	10-1121-4227	Training Scottsdale AZ
02/06/2026	Whole Resort Accessories	580.02	10-1160-4223	Kids mittens and lip balm for sale
02/09/2026	Wholefids Fco #10470	150.00	10-1110-4650	Restock of Peak Awards
02/17/2026	Wholefids Fco #10470	13.98	10-1110-4227	Food for All Staff 2.18.26
02/24/2026	Wholefids Fco #10470	100.00	10-1110-4651	MyFit completion gift card
02/19/2026	Wholefids Fco #10470	100.00	10-1110-4651	MyFit completion giftcard
02/14/2026	Wholefids Fco #10470	98.65	10-1170-4227	Staff food for event day
02/07/2026	Wholefids Fco #10470	103.06	10-1170-4227	Food for employees working RMN races through the weekend
02/18/2026	Wm.Com	613.40	10-1160-4401	Trash and recycle dumpster lease
02/18/2026	Wm.Com	613.39	10-1170-4401	Trash and recycle dumpster lease
02/22/2026	Wm.Com	382.32	10-1132-4411	WM - Mary Ruth trash and recycling
02/18/2026	Wm.Com	346.76	10-1132-4411	WM Historic park trash and recycling
02/18/2026	Wm.Com	731.49	10-1132-4411	WM Community Center trash
02/18/2026	Wm.Com	665.37	10-1132-4411	WM Town Hall trash
02/18/2026	Wm.Com	921.45	10-1132-4411	WM 1st & Main trash and recycling
02/06/2026	Www Costco Com	70.51	10-1170-4225	Retail food order to sell at nordic lodge: granola bars, chocolate, hot cocoa
02/13/2026	Www.Northernsafety.Com	12.38	10-1132-4270	Safety gloves
02/12/2026	Www.Northernsafety.Com	111.56	10-1132-4270	Respirators - gloves
02/26/2026	Xcel Ez-Pay Fee Web	0.30	90-9000-4401	Gas/Electric Frisco Bay Marina
02/26/2026	Xcel Ez-Pay Fee Web	4.49	10-1131-4401	Electricity - Street Lights
02/26/2026	Xcel Ez-Pay Fee Web	96.88	10-1131-4401	Electricity - Town Street Lights
02/26/2026	Xcel Ez-Pay Fee Web	6.78	10-1132-4401	Gas/Electricity - Walter Byron Park Restrooms
02/26/2026	Xcel Ez-Pay Fee Web	59.49	20-2000-5024	Gas/Electricity - Slopeside Hall
02/26/2026	Xcel Ez-Pay Fee Web	27.05	90-9000-4401	Gas/Electricity - Frisco Bay Marina
02/26/2026	Xcel Ez-Pay Fee Web	1.96	55-5500-4268	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Fee Web	14.25	10-1132-4401	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Fee Web	2.75	10-1120-4401	Electricity - EV Charge Station Marina Road
02/26/2026	Xcel Ez-Pay Fee Web	230.25	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
02/26/2026	Xcel Ez-Pay Fee Web	4.94	10-1120-4401	Electricity - EV Charging Station 621 Recreation Way
02/26/2026	Xcel Ez-Pay Fee Web	49.80	10-1125-4401	Gas/Electric Frisco Historic Park & Museum
02/26/2026	Xcel Ez-Pay Fee Web	26.14	90-9000-4401	Gas/Electric Frisco Bay Marina
02/26/2026	Xcel Ez-Pay Fee Web	0.79	10-1132-4401	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Fee Web	168.89	10-1132-4401	Gas/Electricity - Town Buildings
02/26/2026	Xcel Ez-Pay Fee Web	0.46	90-9000-4401	Gas/Electricity - Marina Lift Station
02/26/2026	Xcel Ez-Pay Fee Web	12.45	10-1120-4401	Gas/Electricity - EV Charging Station 99 S 3rd Ave
02/26/2026	Xcel Ez-Pay Fee Web	7.48	10-1120-4401	Electricity - EV Charge Station PW
02/26/2026	Xcel Ez-Pay Fee Web	115.25	40-4000-4401	Gas/Electricity - Water Treatment Plant & Wells
02/25/2026	Xcel Ez-Pay Fee Web	14.68	10-1140-4401	Gas/Electricity - Special Events Power Pedestals
02/25/2026	Xcel Ez-Pay Fee Web	3.19	10-1131-4401	Electricity - N. 1st Ave. Street Lights
02/26/2026	Xcel Ez-Pay Web	1558.03	80-8001-4401	Gas/Electricity - Nordic Building
02/26/2026	Xcel Ez-Pay Web	960.66	10-1170-4401	Gas/Electricity - Nordic Building
02/26/2026	Xcel Ez-Pay Web	5158.14	10-1132-4401	Gas/Electricity - Town Buildings
02/26/2026	Xcel Ez-Pay Web	4403.73	10-1131-4401	Electricity - Town Street Lights
02/26/2026	Xcel Ez-Pay Web	1188.24	90-9000-4401	Gas/Electric Frisco Bay Marina
02/26/2026	Xcel Ez-Pay Web	200.40	10-1132-4401	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Web	647.64	10-1132-4401	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Web	124.95	10-1120-4401	Electricity - EV Charge Station Marina Road
02/26/2026	Xcel Ez-Pay Web	339.81	10-1120-4401	Electricity - EV Charge Station PW
02/26/2026	Xcel Ez-Pay Web	235.05	10-1132-4401	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Web	975.76	10-1132-4401	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Web	35.98	10-1132-4401	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Web	1229.75	90-9000-4401	Gas/Electricity - Frisco Bay Marina
02/26/2026	Xcel Ez-Pay Web	21.13	90-9000-4401	Gas/Electricity - Marina Lift Station
02/26/2026	Xcel Ez-Pay Web	2263.59	10-1125-4401	Gas/Electric Frisco Historic Park & Museum
02/26/2026	Xcel Ez-Pay Web	13.43	90-9000-4401	Gas/Electric Frisco Bay Marina
02/26/2026	Xcel Ez-Pay Web	10465.86	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
02/26/2026	Xcel Ez-Pay Web	2704.01	20-2000-5024	Gas/Electricity - Slopeside Hall
02/26/2026	Xcel Ez-Pay Web	47.27	55-5500-4266	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Web	128.01	55-5500-4268	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Web	35.21	55-5500-4266	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Web	89.28	55-5500-4268	Gas/Electricity - Employee Housing
02/26/2026	Xcel Ez-Pay Web	308.32	10-1132-4401	Gas/Electricity - Walter Byron Park Restrooms
02/26/2026	Xcel Ez-Pay Web	5238.67	40-4000-4401	Gas/Electricity - Water Treatment Plant & Wells
02/26/2026	Xcel Ez-Pay Web	224.69	10-1120-4401	Electricity - EV Charging Station 621 Recreation Way
02/26/2026	Xcel Ez-Pay Web	565.92	10-1120-4401	Gas/Electricity - EV Charging Station 99 S 3rd Ave
02/26/2026	Xcel Ez-Pay Web	203.89	10-1131-4401	Electricity - Street Lights
02/25/2026	Xcel Ez-Pay Web	667.46	10-1140-4401	Gas/Electricity - Special Events Power Pedestals
02/25/2026	Xcel Ez-Pay Web	145.07	10-1131-4401	Electricity - N. 1st Ave. Street Lights
02/10/2026	Zoom.Com 888-799-9666	219.92	10-1110-4703	ZOOM MONTHLY SUBSCRIPTION FEES
02/10/2026	Zoom.Com 888-799-9666	159.90	10-1110-4703	ZOOM MONTHLY SUBSCRIPTION FEES



RECORD OF PROCEEDINGS – MINUTES

THE TOWN COUNCIL OF THE TOWN OF FRISCO
FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443
MARCH 10, 2026 AT 4:15PM

Work Session:

- **Agenda Item #1:** Summit County School District RE-1 Master Planning Process Update
- **Agenda Item #2:** 2024 International Code Council Code Adoption Discussion

REGULAR MEETING OF
THE TOWN COUNCIL OF THE TOWN OF FRISCO
FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443
MARCH 10, 2026 AT 7:00PM

Call to Order:

Meeting called to order at 7:02PM by Mayor Pro Tem Held.

Roll Call:

Roll called by Town Clerk Stacey Campbell at 7:03PM.

Rick Ihnken – ABSENT – Mayor (Virtually present for Work Session, ABSENT for Regular Meeting)

Andy Held – PRESENT (IN-PERSON) – Mayor Pro Tem

Martin Allen – PRESENT (IN-PERSON)

Robyn Goldstein – PRESENT (IN-PERSON)

Dan Kibbie – PRESENT (IN-PERSON)

Zachary Ryan – PRESENT (IN-PERSON)

Elizabeth Skrzypczak-Adrian – PRESENT (IN-PERSON)

Public Comment:

Public Comment opened by Mayor Pro Tem Held at 7:03PM.

Public Comment is reserved for items that do not have Public Hearings on this meeting's agenda. If you plan to comment on an item already appearing on the agenda, please wait until that item is announced and public comment is requested at that time. State your name and address for the record, be topic-specific, and limit comments to three minutes or less. No Council action is taken on Public Comments at Council meetings. Council takes public comments under advisement, and if a Council and/or Staff response is deemed necessary or appropriate, the individual making the comment will receive a formal response from the Town at a later date. It is recommended to sign-in

at the Welcome Table at each meeting if providing in-person Public Comment, and include contact information for follow-up communication.

Full Name of Commenter	In Person or Online	Address	Topic(s)
Matt Wright	In Person	3B Alpine Drive	Building Code Adoption Work Session Topic Comments
Megan Mulqueen	In Person	306 South Fifth Avenue	Recent Safeway Parking Lot incident, public safety general concerns, report access concerns
Mary Elaine Moore	In Person	Owns Stork n' Bear Company at 610 Main Street	Repeating concerns about parking on Main Street due to Foote's Rest boutique hotel construction project, against Parklet Program for Summer 2026.
Jessie Burley	Online	244 Belford Street	Building Code Adoption Work Session Topic Comments

Seeing no public comments in person or online, Mayor Pro Tem Held closed Public Comment at 7:18PM and moved into Council Comments.

Council Comments:

Councilmember Kibbie commented on the Foote's Rest construction site, and stated he acknowledges and sees progress by the developers and thanked Town staff for their meetings with the developer. He also commented on the parking issues surrounding the site: local business employees, construction company employees, skiers taking the Summit Stage. He added that we have a couple more years of this project.

Mayor Pro Tem Held commented on parking in the downtown area near Main Street, stating he feels that businesses should ask their employees to not park in the downtown area near Main Street to leave them free for patrons/customers of local businesses.

Councilmember Skrzypczak-Adrian stated she and Councilmember Goldstein attended the Lucy Goosey Talent Show with the Mayor recently and said it was a wonderful community event. Councilmember Goldstein agreed.

Councilmember Allen thanked Ms. Mulqueen for coming into the meeting tonight to share her experience, commending her courage. He also commented on the Foote's Rest construction project and the subsequent parking situation.

Councilmember Kibbie also acknowledged and appreciates the signs that attempt to increase safety awareness, control/restrict walking, and steer patrons to local businesses. He stated the Town is in growing pains right now, and thanked staff for the signage efforts.

With no further Council Comments, Mayor Pro Tem Held moved into Staff Updates.

Staff Updates:

None.

Consent Agenda:

- Minutes from February 24, 2026
- Warrant List
- Purchasing Cards
- Frisco Haus LLC Concessionaire Contract and Lease Agreement Approval

MOTION: COUNCILMEMBER ALLEN MOVED TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILMEMBER SKRZYPCZAK-ADRIAN.

VOTE:

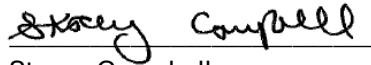
ALLEN	YEA
KIBBIE	YEA
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA
IHNKEN	ABSENT

MOTION: PASSED AT 7:28PM

Adjourn:

COUNCILMEMBER SKRZYPCZAK-ADRIAN MOVED TO ADJOURN, SECONDED BY COUNCILMEMBER ALLEN AND COUNCIL VOTED UNANIMOUSLY IN FAVOR AT 7:28PM.

Respectfully Submitted,



Stacey Campbell
Town Clerk





TO: Mayor and Town Council
FROM: Stacey Campbell, Town Clerk
RE: Home Rule Charter Code Review: Chapters 11 & 15
DATE: March 24, 2026

Summary & Background:

The Frisco Home Rule Charter, Article 3, Section 14 is titled “Ordinance Review” and reads:

- (a) The Council shall review ordinances of a general and permanent nature adopted on or after the effective date of this Charter at least once every five (5) years after adoption for possible amendment or repeal.
- (b) The Council shall establish a schedule for reviewing all ordinances of a general and permanent nature which were adopted prior to the effective date of this Charter.
- (c) The failure to review any ordinance pursuant to this section shall not affect the validity or enforceability of the ordinance.

Analysis:

In the Code Review Schedule 2024-2028, approved by Town Council at the January 9, 2024 Regular Meeting, Town Code has been divided into a quarterly review schedule over the following 5 years, meant to repeat cyclically in accordance with the Charter’s stipulation for regular review, to be established upon approval of this Town Council.

The purpose of this Code review is three-fold:

- Conformation of Code with State and Federal legislation and regulations, if necessary
- Updates in accordance with best practices in various professions/fields/responsibilities of a Municipal government organization
- Opportunities to implement diversity, equity and inclusion-driven language

Today’s meeting marks the end of the third quarter of 2025, where the following Code Chapters are deemed up for review in the attached schedule:

- Chapter 11 – Budgetary Procedures
- Chapter 15 – Ethics

Financial Impact:

The main Financial Impact to the Town for Code revisions, although required and necessary, is staff time to make such Code revisions, and potential legal review fees from the Town Attorney for such review. Since there are no recommended Code amendments at this time, there is no Financial Impact for the review of these chapters at this time.

Environmental Sustainability:

None.

Alignment with Strategic Plan:

Operating in accordance with the Town's Charter is a fundamental purpose of the Town government as a whole, and is a particular focus of the Administration Department based on direction from Town Council. While the Charter serves as the foundational legal document for the community and the municipal government structure that operates in its service, the Strategic Plan addresses the current direction of the Town Council.

Woven throughout the Strategic Plan, are statements that expect administrative functions like this Code Review to proceed, such as the Public Service Commitment to "Provide leadership, civility, efficiency, transparency, accountability, and fiscal responsibility to assure a thriving future for the Town of Frisco", as well as the first Strategic Objective "Quality Core Services" that commits Staff and Council to "providing timely and innovative core services...with professionalism".

Staff Recommendation:

Staff have identified no need to amend the above listed chapters of Town Code at this time.

Reviews and Approvals:

Stacey Campbell, Town Clerk
Leslie Edwards, Finance Director
Diane McBride, Assistant Town Manager
Tom Fisher, Town Manager

Created/Initiated - 3/19/2026
Approved - 3/19/2026
Approved - 3/20/2026
Final Approval - 3/20/2026

Attachments:

None



TO: Mayor and Town Council
FROM: Leslie Edwards, Finance Director, Linsey Joyce, Recreation Director
RE: First Reading Ordinance 26-08: AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 BUDGET
DATE: March 24, 2026

Summary & Background:

Each year, Town Council adopts an annual budget. Periodically, adjustments are required to reflect changing conditions. In 2026, significantly lower water levels in Dillon Reservoir are expected to substantially impact operations at the Frisco Bay Marina.

Due to these conditions, the Marina will not be able to operate under a typical model. Most notably, the marina basin will not have sufficient water levels to support boat slips, which are a primary revenue source. As a result, the Town must adjust both revenues and expenditures and modify how the Marina is funded and operated.

This ordinance proposes:

1. Supplemental appropriations to align the Marina Fund budget with revised 2026 projections, and
2. A structural change to transition the Marina from an Enterprise Fund to a Governmental (General Fund-supported) operation.

Analysis:

Key Issues and Operational Impacts

1. Significant Revenue Reductions Due to Low Water

Low water levels eliminate or reduce several core revenue streams:

- **Boat slips:** \$315,000 revenue loss (no slips available)
- **Power rentals, paddle rentals, and other activity-based revenues:** reduced due to access and visitation impacts

- **Trailer storage and ancillary revenues:** reduced due to operational constraints

While some revenues (such as dry storage and moorings) will increase, these gains do not offset the overall losses.

Overall, Marina revenues are projected to decline substantially compared to the adopted budget.

2. Operational Adjustments and Staffing Reductions

To align expenses with reduced activity:

- Seasonal staffing is reduced by approximately **29%**
- Associated reductions occur in overtime, benefits, and operating costs
- Additional reductions are made across supplies, services, and program costs

These changes reflect a scaled-down Marina operation focused on what can safely and realistically function under low water conditions.

3. Change in Fund Structure (Enterprise → Governmental Fund)

Under normal conditions, the Marina operates as an **Enterprise Fund**, meaning it is expected to cover its costs through user fees.

In 2026, that model is no longer viable because:

- Key revenue sources (like slips) are unavailable
- Remaining revenues cannot fully support operations, capital, and debt

As a result:

- The Marina will transition to a **Governmental Fund model**, supported in part by the General Fund
- Capital costs and debt service will be shifted to the **Capital Improvement Fund (CIP)**
- Certain internal charges (e.g., administrative fees) will be eliminated

This restructuring aligns costs with how similar public services are funded when they cannot operate on a fee-supported basis.

Financial Impact:

The supplemental appropriations include several interfund transfers and reallocations. While these appear significant individually, many of them offset each other across funds.

Key Budget Adjustments

General Fund:

- Transfer to Marina Fund: **\$207,556 as additional subsidy** for the Marina operations

Capital Improvement Fund:

- Receives \$916,879 transfer from Marina Fund in conversion from Enterprise Fund status
- Assumes:
 - \$560,879 in capital costs (reduction of \$39,121 versus adopted budget)
 - \$356,000 in debt service
- **Marina Fund:**
 - Net revenue decrease: (\$402,108)
 - Net expenditure decrease: (\$402,108)

These changes reflect both reduced operations and the reallocation of capital and debt costs.

Net Impact to the Town

From a Town-wide perspective:

- Many transfers (Marina → CIP, CIP expenditures, etc.) net to \$0 when viewed across all funds
- The true net impact is the additional General Fund support required

Net increase to the 2026 budget: \$207,556

This represents the cost of maintaining Marina operations at a reduced level during a

low water year.

Environmental Sustainability:

The operational plan reflects projected water levels provided by Denver Water and prioritizes safety, access, and responsible use of the reservoir under low water conditions.

Alignment with Strategic Plan:

This approach supports responsible financial management, adaptability to environmental conditions, and continued (though reduced) recreational access for residents and visitors.

Staff Recommendation:

Staff recommends approval of Ordinance 26-08 to:

- 1.) Amend the 2026 budget to reflect updated Marina projections
- 2.) Reallocate capital and debt obligations appropriately
- 3.) Transition the Marina Fund to a Governmental Fund structure

These changes ensure the Town can continue operating the Marina in a fiscally responsible manner during an atypical low water year.

Reviews and Approvals:

Leslie Edwards, Finance Director
Tom Fisher, Town Manager

Created/Initiated - 3/20/2026
Final Approval - 3/20/2026

Attachments:

1. Attachment 1 - Ordinance 26-08 Supplemental Appropriations to 2026 Budget

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 26-08**

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 TOWN
BUDGET**

WHEREAS, the Town Council of the Town of Frisco has adopted the annual budget in accordance with the Local Government Budget Law; and

WHEREAS, the Town Council of the Town of Frisco desires to amend the Town's 2026 budget by making supplemental appropriations in the amount of \$514,771 in revenue and \$722,327 in expenditures; and

WHEREAS, the Finance Department on behalf of the Town Manager, has certified that there are available for appropriation, revenues in excess of those estimated in the Town's 2026 budget or revenues not previously appropriated in an amount sufficient for the proposed supplemental appropriations; and

WHEREAS, the Town Council has made provision therein for revenue and reserves in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law but also necessary to appropriate the revenues provided in the budget for the purposes described below so as not to impair the operation of the Town of Frisco;

WHEREAS, due to significantly reduced water levels at Dillon Reservoir, the Frisco Bay Marina will experience substantial declines in revenue for fiscal year 2026, including the loss of primary revenue sources such as boat slip rentals; and

WHEREAS, as a result of these conditions, the Marina will no longer be able to operate in a manner that is primarily supported by user fees and charges; and

WHEREAS, under the Colorado Constitution, Article X, Section 20 ("TABOR"), enterprise funds must be funded primarily through fees and charges and receive no more than ten percent (10%) of annual revenue from governmental sources; and

WHEREAS, the anticipated level of General Fund support necessary to sustain Marina operations in 2026 will exceed the limitations established under TABOR for enterprise status; and

WHEREAS, in accordance with Governmental Accounting Standards Board (GASB) guidance, funds that are not predominantly self-supporting through user fees must be reported as governmental funds rather than enterprise funds; and

WHEREAS, the Town Council therefore finds it appropriate and necessary to reclassify the Marina Fund from an Enterprise Fund to a Governmental Fund for fiscal year 2026, and to reallocate associated revenues, expenditures, capital costs, and debt service accordingly;

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

Section 1. The 2026 budget is amended, and supplemental appropriations for the amended 2026 Town budget are made as follows:

General Fund Expenditures - \$207,556

1. Transfer Out - \$207,556

Capital Improvement Fund Revenue - \$916,879

1. Transfer In - \$916,879

Capital Improvement Fund Expenditures - \$916,879

1. Marina Fund Capital Outlay - \$560,879
2. Marina Fund Debt - \$356,000

Marina Fund Revenue Reduction – (\$402,108)

1. Transfer In - \$207,556
2. Operating Revenue – (\$609,664)

Marina Fund Expenditures Reduction – (\$402,108)

1. Transfer Out - \$916,879
2. Debt – (\$356,000)
3. Capital Outlay – (\$600,000)
4. General Operating Expenditure – (\$362,987)

Section 2. The Marina Fund is hereby reclassified from an Enterprise Fund to a Governmental Fund for fiscal year 2026. All associated budgetary, accounting, and financial reporting treatment shall be adjusted accordingly in compliance with applicable provisions of the Colorado Constitution, including Article X, Section 20 (“TABOR”), and Governmental Accounting Standards Board (GASB) guidance.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THE 24th DAY OF MARCH, 2026.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS ____ DAY OF _____, 2026.

TOWN OF FRISCO:

Frederick J Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk



TO: Mayor and Town Council
FROM: Addison Canino, Capital Projects Senior Manager, Ryan Thompson, Water Superintendent, Josh Southworth, Public Works Director
RE: Resolution 26-11: A RESOLUTION FOR THE CONSTRUCTION MANAGER AT RISK (CMAR) WELL #7 PFAS TREATMENT FACILITY CONSTRUCTION GMP
DATE: March 24, 2026

Summary & Background:

Staff is seeking approval of a Guaranteed Maximum Price (GMP) Contract in the amount of \$8,092,101 to install a polyfluoroalkyl substances (PFAS) treatment facility at Well 7, located at the Peninsula Recreation Area (PRA).

On December 9, 2025, staff presented an overview of the Well 7 PFAS treatment facility, and to review next steps of the project. Staff also sought Council approval for a contract with Hensel Phelps (HP) for preconstruction services of the Well 7 PFAS Treatment Facility. This contract is a Construction Manager at Risk (CMAR) agreement in the amount of \$34,720. While this contract amount does not typically go in front of Council for approval, staff felt it was important to review the agreement and project with Council at that time due to a guaranteed maximum price (GMP) amendment coming at a later date.

Since December of 2025, staff have been working with HP to further refine, develop, and finalize plans to move towards construction at the Well 7 project site. In that time two major work authorization (WA's) packages have been executed. The executed WA's were related to subsurface utility investigation for a US Forest Service sanitary sewer line, filter media vessels, piping, valves, and startup/commissioning services. Both packages were essential to keeping to the proposed schedule from HP to get as much work done as possible before the 2026/2027 winter season. Other preconstruction work includes meetings between the ownership and construction teams to vet out certain aspects of the filter media, reviewing design aspects of the building itself, and to discuss potential cost saving measures once the project has broken ground. At this time, Plummer, the Town's engineer and owner's agent for the project, is developing the construction set of drawings to submit for building permits from all respective agencies.

Analysis:

In the spring of 2020, the Town of Frisco opted to participate in voluntary water sampling, with the Colorado Department of Public Health and Environment (CDPHE) to study the presence of PFAS in drinking water throughout the state of Colorado. During the first round of sampling and testing, the results of those samples showed low levels of PFAS in Well 7 located at the Frisco Adventure Park. As a result of this discovery, staff engaged with water engineering firms to better understand the chemical concentrations and identify potential issues in the water chemistry.

Well 7 was taken offline in 2022 and staff began working with Plummer Associates, Inc. (Plummer) on developing a remediation plan for PFAS removal from Well 7. The goal of the remediation plan was to find the best possible filter media to scrub the water well of PFAS contaminants. Plummer conducted a pilot program that ran through 2024 and concluded that the best filter media is Granular Activated Carbon (GAC).

Following completion of the engineering study and selection of the filter media, the Town authorized an expanded scope of services with Plummer to initiate design of the new water treatment facility. This phase required detailed planning to integrate the treatment process within the site's limited space and existing buried utilities. The design phase for this project required extensive analysis to determine appropriate treatment methods, facility siting, and long-term operational needs to ensure the system remains functional for years to come. A key design driver was the selection of the filter media, as previously mentioned. After the Town selected GAC as a filter media in 2024, the design team was able to clearly defined the treatment approach needed to support a viable facility. GAC also offers a significant long-term advantage. While a GAC system can be expanded in the future to incorporate ion-exchange treatment if required by evolving EPA regulations, an ion-exchange system cannot be retrofitted to accommodate GAC. Additionally, GAC does not require hazardous material disposal, which reduces future maintenance costs and eliminates any long-term liability the Town could be subject to when associated with disposal site handling once the facility is operational.

Siting the facility posed challenges due to the topography near Well 7 and the utility configuration installed during its original construction. To maintain operational efficiency, the design needed to accommodate future pumping and media-removal operations using the existing driveway, while preserving public access to the bike path. To control costs, the facility was placed near the existing wellhouse, allowing the main well pump to deliver water directly to the PFAS treatment facility and then return it for final treatment before entering the distribution system. Beyond the technical considerations, the new facility underwent full review by the Town of Frisco Planning Commission. Using the construction documents from the existing Well 7 building, Plummer and staff ensured that the new facility's design matches the established architectural character. This alignment helped streamline both staff-level and Commission-level reviews. Once the building permit application is submitted, the project will undergo final review by the Town's third-party building inspector, Comprehensive Building Code Services (CBCS).

On October 7, 2025, the project officially went out to bid utilizing BidNet, to be able to

efficiently advertise, track questions, and issue addenda for the bid process. There was a mandatory pre-bid/site-visit on October 16, 2025, which resulted in ten contractors attending, along with five subcontractors that ranged from electricians to filter media vendors. Proposals were due on November 13, 2025, and two proposals were received. GSE Construction and Hensel Phelps were the two contractors who submitted proposals for the project.

Utilizing the owner's advisor (OA) services that Plummer is contracted with the Town to provide, they analyzed the proposals and recommend utilizing the services of Hensel Phelps for preconstruction services. During the preconstruction period, HP identified areas that needed to be looked at again, potential existing utility impacts to the project, and several other items that were addressed in the Summary and Background section of this Council memo. Now, HP has officially gone through the preconstruction period and it is time for the construction documents to be executed in the form of a GMP amendment to the existing CMAR agreement with Hensel Phelps.

Financial Impact:

Hensel Phelps' guaranteed maximum price (GMP) for the Construction Manager at Risk (CMAR) agreement for this project is \$ 8,092,101. The Water Fund has sufficient sums of money to cover the cost of construction for this project. This project was awarded \$8.2M in funds from the Colorado State Revolving Fund, which will reimburse the Town for money spent on the project in accordance with their forgivable loan guidelines, once reimbursement requests have been filed by Town staff. This loan ensures that the Water Fund can stay healthy and well balanced throughout the duration of construction and can still perform the rest of the projects that have been outlined in the planned Water Fund's Capital expenses for 2026 and 2027.

Environmental Sustainability:

This project is being done in a manner that will ensure best practices during construction, and during the preconstruction exercise more aspects of the plan will be refined for the project. Having Plummer's assistance enables Town staff to keep this project on track with budget and quality assurance.

Alignment with Strategic Plan:

This project aligns with the Quality Core Services of the Town's Strategic Plan by enhancing and continuing to provide the highest quality, safest and most dependable drinking water possible. Plummer will assist staff in ensuring that this project remains on budget and is aligned with the budget remaining balanced.

Staff Recommendation:

Town staff recommend that Council move forward with the GMP amendment to the CMAR agreement that has already been established with Hensel Phelps. This will ensure that a key water producing well for the Town of Frisco can mitigate its presence of PFAS, and once again be brought back online and producing safe drinking water for

Frisco once again.

Reviews and Approvals:

Addison Canino, Capital Projects Senior Manager	Created/Initiated - 3/16/2026
Josh Southworth, Public Works Director	Approved - 3/17/2026
Leslie Edwards, Finance Director	Approved - 3/19/2026
Diane McBride, Assistant Town Manager	Approved - 3/20/2026
Tom Fisher, Town Manager	Final Approval - 3/20/2026

Attachments:

1. Attachment 1 - Resolution 26-11 CMAR Well #7 PFAS Treatment Facility GMP Construction Contract Award Approval
2. Attachment 2 - PFAS Mitigation GMP Recommendation
3. Attachment 3 - Well #7 PFAS Mitigation for Construction Specifications GMP Volume I
4. Attachment 4 - Well #7 PFAS GMP Agreement Hensel Phelps

**Town of Frisco
County of Summit
State of Colorado**

Resolution 26-11

**A RESOLUTION FOR CONSTRUCTION MANAGER AT RISK (CMAR) WELL 7 PFAS TREATMENT
FACILITY CONSTRUCTION - GMP.**

WHEREAS, the Town Council has prioritized Core Services: maintaining and enhancing infrastructure as a water utility provider to residents and guests to Frisco; and

WHEREAS, Town staff has continued to work with Plummer Associates, Inc. to develop construction drawings and specifications to ensure safe drinking water coming from Well #7; and

WHEREAS, there are sufficient sums of money budgeted in the Water Fund for this contract, in addition to the 100% forgivable loan from the State Revolving Fund to facilitate the construction of this facility; and

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

The Mayor and Town Clerk are hereby authorized to execute any and all documents necessary to execute the attached contract with PLUMMER ASSOCIATES, INC., as set forth therein, at a cost of eight million ninety-two thousand one hundred one dollars and seventy cents (\$8,092,101.70).

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 24TH DAY OF MARCH, 2026.

TOWN OF FRISCO:

Frederick Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk



PLUMMER

4131-006-01

March 12, 2026

Mr. Addison Canino
Town of Frisco
102 School Road
Frisco, CO 80443

Transmitted via email to addisonc@townoffrisco.com; no hardcopy to follow.

Re: Town of Frisco
Well 7 PFAS Mitigation Improvements
Guaranteed Maximum Price Recommendation

Dear Mr. Canino:

The Guaranteed Maximum Price (GMP) for the above referenced package was received electronically from Hensel Phelps Construction Co. (Hensel Phelps, CMAR) on March 11, 2026.

Based on our review of the GMP, Plummer recommends acceptance of the GMP in the amount of \$8,092,101.70. This price increased by \$350,922 from the estimated GMP proposal amount of \$7,741,179. The major changes resulting in an increased GMP are summarized below:

- Contractor contingency was added (\$146,000),
- Treatment trailer and frac tanks were added scope items for backwash and flushing commissioning water (\$62,000),
- Changes to shoring preliminary design to get to final design (\$40,000),
- Earthwork additions for bell restraints on process lines, dump fees, screening to 4-inches (\$64,000), and
- All other division escalation and miscellaneous scope additions (\$38,000).

Hensel Phelps has identified potential cost-saving opportunities that can be implemented as cost deductions. Items that are anticipated to materially reduce cost include, but are not limited to:

- Using a closer location of stockpile storage to reduce hauling costs;
- Value engineering of the granular activated carbon (GAC) pressure vessel package, such as an exception to the specified valve brand, exception to specified coating manufacturer, and including process building piping in this Supplier's package; and
- Relocation of United States Forest Service (USFS) sewer line, which reduces concrete encasement costs and costs associated with difficulty of construction, such as shoring.

Plummer, the Town of Frisco (Town), and Hensel Phelps will continue discussing these cost-reducing measures as the project progresses. Plummer remains committed to providing a project that meets performance requirements and a high standard of quality, while providing value to the Town.

If you have any questions concerning this recommendation, please contact me at 720-774-6139. We look forward to the construction phase of this important project for the Town.

Sincerely,
Plummer

Taylor Gertig, P.E.
Project Manager

The Town of Frisco

**Contract Documents
(VOLUME I)**

**For Construction Set
Well 7 PFAS Mitigation
Improvements**

March 2026

Project #: 4131-002-09



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**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
THE TOWN OF FRISCO
WELL 7 PFAS MITIGATION IMPROVEMENTS
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CMAR-200	Request for Qualifications—Construction Manager at Risk Series
CMAR-210	Statement of Qualifications—Construction Manager at Risk Series
CMAR-400	Request for Proposals—Construction Manager at Risk Series
CMAR-422	Proposal—Construction Manager at Risk Series
CMAR-422	Exhibit A - Proposal
CMAR-422	Exhibit B - SRF Suspension and Debarment Certification Form
CMAR-422	Exhibit C - Disadvantaged Business Enterprise Subcontractor Performance Form
CMAR-422	Exhibit D - Disadvantaged Business Enterprise Form
CMAR-430	Proposal Bond
CMAR-510	Notice of Award – Construction Manager at Risk Series
CMAR-525	Agreement between Owner and Construction Manager at Risk
CMAR-525	Exhibit B – Agreement between Owner and Construction Manager at Risk
CMAR-545	Work Authorization – Construction Manager at Risk Series
CMAR-545	Exhibit B – Work Authorization
C-610	Performance Bond
C-612	Warranty Bond
C-615	Payment Bond
CMAR-620	Application for Payment – Construction Manager at Risk Series
CMAR-620	Exhibit A - Application for Payment – Construction Manager at Risk Series
CMAR-620	Exhibit B - Application for Payment – Construction Manager at Risk Series
CMAR-625	Certificate of Substantial Completion – Construction Manager at Risk Series
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CMAR-800	Supplementary Conditions of the Construction Manager at Risk Contract
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APPENDICES:

APPENDIX A – Geotechnical Report by Kumar and Associates, Inc. date August 6, 2024 (Technical Data)

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ADVERTISEMENT OF REQUEST FOR QUALIFICATIONS

Town of Frisco Frisco, Colorado Well 7 PFAS Mitigation Improvements

General Notice

Town of Frisco (Owner) will be requesting Statements of Qualifications and Proposals from Construction Manager at Risk (CMAR) organizations (Proposers) for the construction of the following Project:

Well 7 PFAS Mitigation Improvements 4131-002-09

This project anticipates funding from the Colorado State Revolving Fund (SRF) loan program. Bidder's attention is called to the SRF requirements in the bid package. Disadvantaged Business Enterprise (DBE) requirements and goals are included. Also, certified DBEs or a consortium of certified DBEs are encouraged to bid.

Owner will receive Statements of Qualifications demonstrating the Proposer's qualifications and ability to provide CMAR services and construct the Project and Proposals **by email sent to Ryan Thompson at RyanT@townoffrisco.com** until **November 13, 2025 at 1:00 pm** local time. After that time, Owner will no longer accept Statements of Qualifications and Proposals. See Requests for Qualifications and Request of Proposals for details on preparing and submitting the Statement of Qualifications and Proposal.

The CMAR Contract will include the following services and Work:

- **Construction of an additional water treatment facility adjacent to the existing Well 7 location, inclusive of a new building, GAC media pressure vessels for PFAS reduction, associated piping and equipment, associated electrical and instrumentation, approximately 150 linear feet of 8-inch buried pipe, 260 linear feet of 6-inch buried pipe, manholes, two chemical storage rooms, a new gravel driveway, site improvements, and piping modifications at the existing Well 7 facility.**
- **This project may receive funding from the Colorado State Revolving Loan Fund (SRF) program and bidder's attention is called to the SRF requirements included in the RFP package. The contract includes Disadvantaged Business Enterprise (DBE) requirements and goals. Certified DBEs are encouraged to bid.**

Owner anticipates that the CMAR's Contract Price will be approximately \$8.2MM. ~~The CMAR Contract has an expected start date **December 15, 2025** and duration for construction of **580** days. The CMAR Contract has an expected Notice of Award of **December 15, 2025**. The expected duration of construction is **580** days from Notice to Proceed.~~

Obtaining the Proposal Documents (Statement of Qualifications and Proposals)

Project Information, Statement of Qualification, and Proposal Documents for the CMAR Contract can be obtained by contacting Brenda Contreras at bcontreras@plummer.com. A list of proposers will be kept, and any Addenda will be emailed to the known proposers.

The Issuing Office for Proposal Documents is:

Plummer Associates, Inc.

Prospective Proposers may obtain the Proposal Documents contacting Brenda Contreras at bcontreras@plummer.com.

Neither Owner, Owner's Advisor, nor Engineer will be responsible for Proposal Documents, including addenda, if any, obtained from other sources.

Information Conference

An Information Conference regarding the CMAR Contract and CMAR selection process will be held on **Thursday, October 16, 2025 at 10:00 am at 612 Recreation Way, Frisco, CO 80443**, near the **Frisco Nordic Center**. Attendance at the Information Conference is mandatory.

Two-Step Process

Selection of the Construction Manager will be made using a two-step process that requires the submittal of the Statement of Qualifications and Proposals in one package. Requests for Qualifications and Proposals will be submitted simultaneously and reviewed in sequence. Step One: Owner will review Statements of Qualification and evaluate these, along with other information. Step Two: Owner will review Proposals and evaluate these, along with other information. The Proposal and the Statement of Qualifications will be used together to determine the final ranking of Proposers for award of the CMAR Contract. Details regarding the selection criteria and the selection process are included in the Request for Qualifications.

Under the two-step process the selection of the Construction Manager at Risk will be made using the following selection criteria and scoring:

Criterion	Description	Weighting Value (Points)
A	Experience and past performance of Proposer	20
B	Experience and qualifications of proposed key personnel	25
C	Proposer's approach to the Project	20
D	Proposer's history of compliance with project schedules and costs	20
E	Experience and past performance of Proposer with the Town of Frisco	7.5
F	Estimated Guaranteed Maximum Price	7.5
Total Points		100

Proposal Documents

Details regarding the selection criteria and the selection process are included in the Request for Qualifications. Refer to the Proposal Documents for all further requirements regarding Statements of Qualifications, Proposals, CMAR selection, and other Proposal submittals, qualifications, and procedures.

This Advertisement is issued by:

Owner: **Town of Frisco**
By: **Ryan Thompson**
Title: **Water Superintendent**
Date: **October 7, 2025**
October 13, 2025

REQUEST FOR QUALIFICATIONS— CONSTRUCTION MANAGER AT RISK SERIES

ARTICLE 1—GENERAL INFORMATION

1.01 Definitions

- A. Terms used in the Proposal Documents have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms have the meanings indicated below:
1. Proposal Documents—The Advertisement of Request for Qualifications (Advertisement), Request for Qualifications, Statement of Qualifications, Request for Proposals, Proposal, Proposal Bond, and other documents so designated in Paragraph 1.04.
 2. Proposer—A Construction Manager at Risk (CMAR) entity that submits a Statement of Qualifications and a Proposal for the CMAR Contract.
 3. Request for Qualifications (RFQ)—The document issued by Owner to prospective Proposers requesting that they submit qualifications and other information to be used by the Owner in ranking Proposers and either selecting the successful Proposer in a one-step selection process or determining which Proposers in a two-step selection process including a Proposal for the CMAR Contract.
 4. Statement of Qualifications (SOQ)—The document submitted to Owner by a Proposer in response to the RFQ, including any completed forms, attachments, and exhibits, to demonstrate experience, competence, and ability to successfully perform the CMAR Services and furnish and complete the Work.
 5. Request for Proposal (RFP)—The document issued by Owner to prospective Proposers in a two-step selection process based on evaluations of the submitted Statements of Qualifications and Proposal for providing CMAR Services and furnishing and completing the Work.
 6. Proposal—The document submitted to Owner by a Proposer in response to the advertisement, including any completed forms, attachments, and exhibits presenting the compensation (price) terms to be included in the Agreement between Owner and Construction Manager at Risk if the selected Proposer is awarded the CMAR Contract.
 7. Proposal Bond—The surety bond provided by Proposer at the time the Proposal is submitted and held by Owner until the Agreement is executed and the evidence of insurance and bonds required by the Contract Documents are provided.
- B. In addition to terms specifically defined, terms with initial capital letters in the Proposal Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1.02 Project Description

- A. The Project is identified as:

Town of Frisco

**Well 7 PFAS Mitigation Improvements
4131-002-09**

- The scope of the CMAR Contract is summarized as follows: **Construction of an additional water treatment facility adjacent to the existing Well 7 location, inclusive of a new building, GAC media pressure vessels for PFAS reduction, associated piping and equipment, associated electrical and instrumentation, approximately 150 linear feet of 8-inch buried pipe, 260 linear feet of 6-inch buried pipe, manholes, two chemical storage rooms, a new gravel driveway, site improvements, and piping modifications at the existing Well 7 facility.**
- **This project may receive funding from the Colorado State Revolving Loan Fund (SRF) program and bidder's attention is called to the SRF requirements included in the RFP package. The contract includes Disadvantaged Business Enterprise (DBE) requirements and goals. Certified DBEs are encouraged to bid.**

1.03 Selection Process

- A. The Owner is issuing this Request for Qualifications and Proposals in a two-step process for selecting a CMAR. Requests for Qualifications and Proposals will be submitted simultaneously and reviewed in sequence.
1. First step: Owner will evaluate SOQs based on the prescribed selection criteria (which will not include price).
 2. In the second step, Owner will evaluate the Proposal that includes the proposed prices for CMAR Services, Construction Support Costs, the CMAR Fee on the Cost of the Work, and an Estimated Preliminary Guaranteed Maximum Price based on the Estimated Cost of the Work.
 3. The price information submitted in the Proposal, and the scoring of qualifications from the Statements of Qualifications will be used to prepare a final ranking of Proposers and identification of the successful Proposer to which an award of the CMAR Contract will be issued.

1.04 Proposal Documents

- A. Instructions for obtaining the Proposal Documents are set forth in the Advertisement.
- B. Proposers must obtain a complete set of the Proposal Documents indicated below for use in preparation of the Statement of Qualifications and Proposal. Proposers are responsible for ensuring that a complete set of documents is obtained and used and assume sole responsibility for errors or misinterpretations resulting from the use of incomplete Proposal Documents.

The Proposal Documents available for the Statement of Qualifications step consist of the following:

1. CMAR-111 Advertisement;
2. CMAR-200 Request for Qualifications;
3. CMAR-210 Statement of Qualifications;
4. CMAR-400 Request for Proposal;
5. CMAR-422 Proposal;

- a. CMAR-422 Exhibit A – Proposal;
 - b. CMAR-422 Exhibit B Suspension and Debarment Certification Form.
 - c. CMAR-422 Exhibit C DBE 6100-3 Form.
 - d. CMAR-422 Exhibit D 6100-4 Form.
- 6. CMAR-430 Proposal Bond;
- 7. Contract Documents, including:
 - a. CMAR-525 Agreement,
 - b. CMAR-700 General Conditions,
 - c. CMAR-800 Supplementary Conditions, and
 - d. CMAR-850 Colorado SRF Required Specifications,
 - e. CMAR-850 Exhibit A Wage Rate Decision,
- 8. General Requirements consisting of the following sections:
 - a. 01 10 00 Summary of Work
 - b. 01 12 16 Sequence of Construction
 - c. 01 31 00 Project Management and Coordination
 - d. 01 31 26 Electronic Communication Protocols
 - e. 01 32 33 Photographic Documentation
 - f. 01 33 00 Submittal Procedures
 - g. 01 40 00 Quality Requirements
 - h. 01 42 00 References
 - i. 01 43 33 Manufacturer’s Field Services
 - j. 01 50 00 Temporary Facilities and Controls
 - k. 01 60 00 Project Requirements
 - l. 01 70 00 Execution Requirements
 - m. 01 73 29 Cutting and Patching
 - n. 01 75 00 Starting and Adjusting
 - o. 01 77 00 Closeout Procedures
 - p. 01 78 23 Operations and Maintenance data
 - q. 01 78 36 Warranties
 - r. 01 78 39 Project Record Documents
 - s. 01 79 00 Demonstration and Training
- 9. Informational Documents including:
 - a. Technical specifications included Appendices.

- b. Contract drawings.
 - C. Owner makes copies of the Proposal Documents, including any Addenda and related supplemental data, available for the sole purpose of obtaining Statements of Qualifications and Proposals, and does not confer a license or grant permission or authorization for any other use. Authorization to download documents includes the right for Proposers to print documents for their use. Electronic or printed documents may not be re-sold under any circumstances.
- 1.05 Information Conference
 - A. See Advertisement for instructions regarding date, time, and attendance at an Information Conference regarding the CMAR Contract and CMAR selection process.
- 1.06 Examination of Proposal Documents
 - A. Examine the Proposal Documents before submitting a Statement of Qualifications.
 - 1. Carefully study the Proposal Documents, including any draft or supplemental information made available to the Proposer.
 - 2. Become familiar with all federal, state, and local Laws and Regulations that may affect cost, progress, or the completion of Work.
 - 3. Make observations and investigations, correlate knowledge and observations with the requirements of the Proposal Documents and consider these in preparation of a Statement of Qualifications.
 - 4. Determine that the Proposal Documents, Addenda, and supplemental data are adequate to indicate and convey understanding of all terms and conditions for preparing a Statement of Qualifications.
 - 5. Promptly notify the Owner's Advisor of all conflicts, errors, ambiguities, or discrepancies that the Proposer discovers in the Proposal Documents, Addenda, or supplemental information.
 - B. The submission of a Statement of Qualifications and Proposal will constitute an incontrovertible representation by the Proposer that it has complied with every requirement of the RFQ and other Proposal Documents, that the Proposer has given the Owner's Advisor written notice of all conflicts, errors, ambiguities, and discrepancies that the Proposer has discovered in the Proposal Documents, and that the Proposal Documents indicate and convey understanding of all terms and conditions required for preparation of the Proposal.
- 1.07 Site Visit
 - A. A tour of Well 7 site will be part of the information conference.
- 1.08 Questions regarding the Statement of Qualifications and Proposals
 - A. Submit questions about the meaning or intent of the Proposal Documents, Addenda, and the related supplemental data to Brenda Contreras at bcontreras@plummer.com. All inquiries must be received no later than 5 days prior to the date for submittal of SOQs and Proposals.
 - B. Responses to questions do not modify or supplement the Proposal Documents, including any draft Contract Documents, unless set forth in an Addendum that expressly modifies or supplements such documents. Any response that requires a modification or

supplementation of the Proposal Documents, including any draft Contract Documents, will be made by Addendum will be emailed to the list of known plan holders. Owner will not be responsible for any explanations or interpretations other than those posted.

1.09 Addenda

- A. The Owner reserves the right to issue Addenda to the Proposal Documents. Proposer is responsible for being aware of all Addenda issued by the Owner.

1.10 Confidentiality of Submitted Information

- A. To the fullest extent permitted by Laws and Regulations:
 - 1. Trade secrets and confidential information in Statements of Qualifications, and subsequently in Proposals, are not open for public inspection;
 - 2. Statements of Qualifications and Proposals will be opened in a manner that avoids disclosure of confidential information to competing Proposers and keeps the Statements of Qualifications and Proposals from the public until a CMAR Contract is awarded; and
 - 3. If it is necessary to make Statements of Qualifications or Proposals open for public inspection after the CMAR Contract is awarded, trade secrets and confidential information in Statements of Qualifications or Proposals will be shielded from public inspection.
- B. Each Proposer must clearly indicate in its SOQ and Proposal submittal, which specific documents are considered to be trade secrets or confidential information by stamping or watermarking all such documents with the word “confidential” prominently on each page or sheet or on the cover of bound documents. Place “confidential” stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document. Submit all confidential information in a distinct electronic file so this confidential material is separate from the rest of the SOQ or Proposal.
- C. The Owner is a governmental body subject to the limitations of Laws and Regulations and has limited authority to withhold confidential information submitted by Proposers when presented with an open records request. The Owner, upon receiving an application or other request for the disclosure of confidential information, will promptly notify Proposer of the request as required by Laws and Regulations. Proposer may request a ruling by the agency having jurisdiction as to whether any such information may be withheld.
- D. Proposer acknowledges and agrees that it will be solely responsible for submitting any arguments, authorities, or other information to the agency having jurisdiction regarding release of the information marked as confidential as provided by Laws and regulations, and that if disclosure is required by the agency having jurisdiction, the Owner has no liability for releasing this information and Proposer will not be entitled to exercise any remedy for a disclosure made pursuant to the Laws and Regulations.
- E. The obligations of the Owner, as recipient of information indicated to be confidential in a Statement of Qualifications or Proposal, are subject to the following exceptions:
 - 1. If confidential information becomes a part of the public domain through publication or otherwise but through no fault of the Owner;

2. If Owner can demonstrate through suitable documentation that the confidential information was already in the Owner's possession or otherwise publicly available prior to the date of disclosure;
 3. If the confidential information is subsequently disclosed to Owner by a third party who has a lawful right to disclose such information; or
 4. If Owner is required to disclose the confidential information by court order or by applicable law.
- F. If the Owner is requested or becomes legally compelled, by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, including requests under Laws and Regulations, or similar process, or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this RFQ and Proposal, the Owner will provide Proposer with prompt notice of this request so that Proposer may seek an appropriate protective order or other appropriate remedy.
- G. By submitting a Statement of Qualifications and Proposal, the Proposer consents to the procedure outlined in this section of the RFQ and Proposal as its sole remedy and waives any claim against the Owner because of actions taken under this procedure.
1. Notwithstanding any other provision of the RFQ and Proposal, it is stipulated and agreed that by accepting a Statement of Qualifications and Proposal, the Owner has not and does not waive its sovereign immunity from suit and/or liability.
 2. To the extent that the Owner withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer, by submitting a Statement of Qualifications and Proposal in response to this RFQ and Proposal agrees to fully indemnify, defend, and hold harmless the Owner from all damages, penalties, attorneys' fees and costs the Owner incurs related to withholding information from public disclosure.

ARTICLE 2—EVALUATION CRITERIA

2.01 Evaluation Categories

- A. The table in this paragraph lists the rating categories (A through F) by which Owner will make a final determination of the successful Proposer and make an award of the CMAR Contract. Rating categories A through E will be applied to the evaluation of the Statements of Qualifications. In the second step of the CMAR selection process, rating category F will be derived from the Proposals. The maximum point value for each category is indicated in the final column of the table:

Rating Category	Description	Point Value
A	Experience and past performance of Proposer	20
B	Experience and qualifications of proposed key personnel	25
C	Proposer's approach to the Project	20
D	Proposer's history of compliance with project schedules and costs	20
E	Experience and past performance of Proposer with the Town of Frisco	7.5
F	Estimated Guaranteed Maximum Price	7.5
Total		100

2.02 Evaluation for Rating Categories

A. Rating Category A—Experience/Past Performance of Proposer

1. Owner will consider the experience and past performance of the Proposer as a company, including, but not limited to:
 - a. Proposer's current experience and performance on similar projects;
 - b. Proposer's experience on SRF funded projects in complying with AIS and BABA requirements;
 - c. Qualifications of the offered management team;
 - d. Organization's operating philosophy and approach to managing changes in project scope;
 - e. Financial stability and approach to financial management of projects;
 - f. Safety programs and past safety performance; and
 - g. Experience on claims and litigation.
2. Companies that cannot meet the requirements for similar projects defined in the Statement of Qualifications may be disqualified.

B. Rating Category B—Experience and Qualifications of Proposed Key Personnel

1. Owner will consider the experience and qualification of the proposed Project Manager, CMAR Services Manager, Project Superintendent, Safety Manager, and Quality Control Manager (Key Personnel) for this Project, including:
 - a. Education, training, and personal experience in delivering similar projects while serving in the capacity for which they are being proposed;
 - b. Demonstrated ability to complete quality projects on time and within budget as demonstrated by proposal information and reference checks for offered individuals;
 - c. Demonstrated leadership, character, and capability of proposed individuals ; and
 - d. Availability and commitments to other projects.

C. Rating Category C—Project Approach

1. Owner will consider the Proposer's approach to constructing, completing, and commissioning projects, including:
 - a. Demonstrated experience in providing Preconstruction and Procurement Services;
 - b. Demonstrated ability of the Proposer to complete projects for the Contract Price;
 - c. Demonstrated ability to complete projects on time;
 - d. Construction contract administration;
 - e. Construction site safety and risk management;
 - f. Quality management;
 - g. Management of Subcontractors and Suppliers;

- h. Resolving construction issues and resolving disputes and claims.
- D. Rating Category D - Proposer's history of compliance with project schedules
 - 1. The Owner will consider the experience of the Proposer and Key Personnel as it relates to schedule and on time completion of projects:
 - a. Demonstrated experience meeting schedule despite long lead times of critical construction materials.
 - b. Demonstrated ability to coordinate staff to meet construction schedule while responsibly attending to personal and other obligations.
 - c. Demonstrated ability to resolve safety issues and otherwise maintain a safe work environment throughout the project, meeting the construction schedule.
 - d. Demonstrated ability to meet applicable federal, state, and local laws and regulations while also meeting the construction schedule.
 - e. Demonstrated ability to stay within the executed Guaranteed Maximum Price with minimal change orders, excluding Owner-driven change orders.
- E. Rating Category E – Past Experience with the Town of Frisco
 - 1. Owner will consider the experience and past performance of the Proposer as a company, including, but not limited to:
 - a. Proposer's current experience and performance on similar projects for the Town of Frisco;
 - b. Financial stability and approach to financial management of similar projects for the Town of Frisco;
 - c. Past safety performance on similar projects for the Town of Frisco; and
 - d. Experience on claims and litigation on similar projects for the Town of Frisco.
- F. Rating Category F—Estimated Guaranteed Maximum Price
 - 1. Owner will consider the Proposer's proposed price for an Estimated Guaranteed Maximum Price for completion of the CMAR Contract as well as any specified intermediate milestones in determining best value to the Owner.

ARTICLE 3—REQUIREMENTS FOR THE STATEMENT OF QUALIFICATIONS

- 3.01 The Statement of Qualifications (SOQ) as submitted must include the information described in this RFQ, as a minimum, to allow the Owner (a) to assess the qualifications of each Proposer to successfully perform CMAR Services and complete the Work, and (b) to rank the Proposer's qualifications objectively and as compared to the qualifications of other prospective Proposers. The information requested in the RFQ must be provided completely and in detail.
- 3.02 The SOQ as furnished to Proposers is set up to require that certain information be provided in forms included in the SOQ. The information in these forms will be used to make direct comparisons with the information provided by other Proposers in response to this RFQ. Failure to submit the required information in the Statement of Qualifications may result in the Owner considering the Proposer as non-responsive. Failure to provide the information completely and

clearly may result in lower scores in the evaluations which could result in the Proposer not being selected. Proposers may be required to provide supplemental information, if so requested by the Owner, to clarify, enhance, or supplement the information provided in the Statement of Qualifications.

- 3.03 Information requested in the forms that cannot be totally incorporated in the forms may be included as an appendix to the form. This appendix must be clearly referenced by appendix number on the form, and the appended material must include the appendix number on every sheet of the appendix. The appendix must include only the information that responds to the question or item number to which the appendix applies.
- 3.04 The information requested is used to address each of the selection categories presented in the RFQ (not including any price category) and should be presented in that order and be keyed specifically for each selection category. Proposers may provide supplemental information to the Statement of Qualifications such as organizational brochures or other marketing information to help demonstrate their qualifications to the Owner. This supplemental information may not be submitted as a substitute for the information specifically requested in this document. The reference must include the specific selection category to demonstrate strengths for each criterion.
- 3.05 Proposal Format and Presentation
- A. Provide an electronic copy of the SOQ. Individual files may not exceed 100 MB. Provide confidential information in a separate file. Divide files into parts if necessary.
 - B. Submit confidential information in accordance with the requirements in this RFQ. Information marked confidential, but not placed in a separate binder or electronic file as required will not be considered confidential and will be treated as other non-confidential information in the SOQ.

ARTICLE 4—INSTRUCTIONS FOR PREPARING THE STATEMENT OF QUALIFICATIONS

- 4.01 The following Tables, provided in the Statement of Qualifications, are to be used in preparing the Statement of Qualifications:

Table	Document Title
	Statement of Qualifications Certification
1	General Information
2	Current Projects and Projects Completed within the last 5 Years
3a	Proposed Project Managers
3b	Proposed CMAR Services Manager
3c	Proposed Project Superintendents
3d	Proposed Project Safety Managers
3e	Proposed Project Quality Control Managers
4	Project Information for Key Personnel
5	Demonstration of Budget Performance
6	Demonstration of On-Time Performance
7	Proposed Subcontractors

- 4.02 Proposer's Organization and General Information

- A. Provide general information about the Proposer's organization using copies of Table 1. Provide the same information for each joint venture partner if the Proposer is a joint venture.

- B. Provide information regarding the operational structure of the Proposer's organization, including a list of officers, the limits of authority for these individuals with regards to the proposed CMAR Contract, documentation of authority to execute documents, and a copy of organizations' certificate of authorization to conduct business in the state where the Project is located.

C. Financial Management

1. Provide Proposer's most recent audited financial statement and the most recent financial statement if the most recent audited financial statement is more than 2 years old.
2. Provide the Proposer's financial summary information in Table 1, including the financial indicators from the Proposer's most recent financial statement using the formulas below:

Current Ratio:	$\text{Current Assets} \div \text{Current Liabilities}$
Quick Ratio:	$(\text{Cash and Cash Equivalents} + \text{Accounts Receivable} + \text{Short Term Investments}) \div \text{Current Liabilities}$

3. Describe the resources that are available to the Proposer to provide adequate cash flow for the project if Proposer's Current Ratio or Quick Ratio are less than 1.0.

D. Safety

1. Provide a narrative describing the Proposer's safety program and a statement regarding the organization's commitment to safety. Also provide a narrative, not to exceed four pages, describing the organization's success in implementing a specific site safety program. Proposers should not provide copies of safety manuals or programs.
2. Provide Experience Modification Ratio (EMR), Total Recordable Frequency Rate (TRFR), and Recorded Man Hour history for the last 3 years for the Proposer and any proposed Subcontractors that will provide Work valued at 25 percent or more of the Contract Price. Provide this information in Table 1.
 - a. The Proposer's EMR is a computation by the insurance industry that compares a company's annual losses in workers' compensation insurance claims against its policy premiums over a three-year period, excluding the current year.
 - b. The Proposer's TRFR is a calculation of a firm's total number of OSHA-recordable injuries and illnesses over a given period (usually a year), divided by the total number of personnel-hours worked.

- E. Claims Experience and Litigation History: Provide a list of all pending, active, and unresolved claims or litigation involving owners on other construction projects. Include this information in Table 1. Provide a narrative describing the issues being contested and when it is anticipated that the disputes will be resolved. Claims are to include only those items which have progressed through the change management process for the project and are being disputed by the Proposer or the project owner.

- F. Experience with the Owner: Provide a list of projects that have been completed with the Owner over the last five years. Include this information in Table 1. Provide a narrative not to exceed two pages describing how this experience will impact the performance of the organization on this Project.

4.03 Project Experience

- A. Provide a list of projects completed by the Proposer in the last five years using copies of Table 2.
- B. Provide information on five projects which demonstrate the experience of the Proposer's team with construction of similar projects. Experience must include, as a minimum, the satisfactory completion of at least two similar projects within the last five years. Companies not meeting this requirement for similar projects may be disqualified as being non-responsive. Similar projects must include:

1. Completed construction project worth over \$5 million involving a water or wastewater treatment facility of less than 5 MGD capacity.
2. Completed construction project at an active water or wastewater treatment facility without significantly interrupting the overall treatment process.

Note: Criteria 1 and 2 are not required to be a part of every similar project (totaling five (5) similar projects). However, descriptions at least two (2) projects meeting Criterion 1 and at least two (2) projects meeting Criterion 2 within the last five (5) years must be provided.

- C. Provide a narrative not to exceed two pages for each project describing up to five specific projects that qualify as similar projects. Projects selected must demonstrate the capabilities of the organization.

4.04 Experience and Qualifications of Proposed Key Personnel

- A. Provide a narrative not to exceed four pages describing the Proposer's project management structure and the qualifications of the project management team for this Project. Include an organization chart showing the relationship between Proposer and key Subcontractors and Suppliers.
- B. Provide information on the key personnel proposed for this project on Tables 3 through 7. Key personnel include the Project Manager, Project Superintendent, Safety Manager, and Quality Control Manager. The Proposer may provide information on an alternate individual if the Proposer is not able to commit to one individual for the Project at the time the Proposal is submitted. Qualifications of these individuals will be considered in evaluating the qualifications of the Proposer. The Proposer must commit to providing the services of the proposed key personnel or alternate for the life of the Project as a condition of qualification. Unexcused failure to provide the proposed key personnel may provide the basis for termination of the CMAR Contract at the discretion of the Owner.
- C. Include a list of the current project assignments for each of the individuals proposed, the anticipated completion date for this assignment and the percentage of the time they will have available to devote to this Project. The Project Superintendent must be dedicated to the CMAR Contract full-time for the Projects duration. If any other key personnel are not devoted solely to the CMAR Contract, indicate how time is to be divided between the CMAR Contract and their other assignments. Specifically address how and when individuals currently on other assignments will transition into this CMAR Contract.

- D. Provide resumes not exceeding two pages for each individual proposed for the key personnel positions and their alternates. Resumes must describe the qualifications of the individual and include the following as a minimum: technical experience, managerial experience, education and formal training, primary language, and a work history which describes project experience, including the roles and responsibilities for each assignment. Additional information highlighting the experience which makes them the best candidate for the assignment should also be included. Focus on projects on which the individuals proposed have had significant involvement in the last 5 years and which demonstrate their experience with similar projects.
- E. Identify individuals that will fill one or more of these key roles and describe their ability to manage multiple responsibilities. Provide a written narrative describing the percentage of the time that will be devoted to each role and their qualifications to fulfill each role if an individual is to fulfill more than one of the key personnel roles.
- F. Provide a tabulation of the projects in which these key personnel have been personally involved using copies of ~~Table 4~~ ~~Table 7~~. This tabulation is to include the name and a current telephone number for references for each of these project assignments.
- G. Provide a narrative not to exceed two pages for each project the proposed individuals have worked on that qualify as similar projects. Specifically identify the roles and responsibilities of the individual on these similar projects. Projects selected must demonstrate the capabilities of the proposed key personnel.
- H. Provide a narrative not to exceed ten pages to describe the overall performance of the individuals on these projects. This narrative may include references to letters of recommendation, project awards, and other references to demonstrate experience in providing services or constructing a project which meets the Owner's expectations for a quality project constructed on time and within budget.

4.05 Proposer's Ability to Complete Projects within the Contract Price and Contract Times

- A. Provide a tabulation of budget performance on projects completed by the Proposer within the last 5 years using copies of Table 8 to demonstrate the ability of the Proposer to complete projects for the Contract Price. Notes may be added to each line item to describe circumstances for contract modifications beyond the control of the Proposer.
- B. Provide a tabulation of all projects completed by the Proposer within the last 5 years on Table 9 to demonstrate performance in completing projects on time. Notes may be added to the tabulations to indicate the reasons for not meeting original contract completion dates.

4.06 Diverse Business Participation Program

- A. Demonstrate ability of the Proposer to provide subcontracting opportunities that will meet the Owner's established goals for participation for the Project by qualified Diverse Business Enterprises (DBE) which meet the certification requirements of the Owner's Diverse Business participation program.
- B. Provide a narrative not to exceed four pages describing the organization's approach to management of DBE subcontractors and suppliers to promote their growth and development.

4.07 Proposed Subcontractors

- A. Provide a list of ~~Tier I and Tier II~~ electrical, integration, and HVAC, subcontractors included in the proposal. Generally note their scope of work and history of working with the Proposer and Owner within the last five years. The historic projects with the Owner do not necessarily need to coincide with projects performed with the Proposer.

ARTICLE 5—SUBMITTING THE STATEMENT OF QUALIFICATIONS

5.01 Delivery of Statement of Qualifications

- A. Deliver the SOQ no later than the date and time prescribed and at the place indicated in the Advertisement.
- B. If the Advertisement permits or requires electronic delivery of the SOQ, email or upload the SOQ as indicated in the Advertisement.
- C. Statements of Qualifications may be modified or withdrawn using a document executed in the same manner that a SOQ must be executed. Using a method permitted for delivery of the SOQ, deliver the modification/withdrawal document prior to the date and time for the receipt of SOQs.
- D. Statements of Qualifications submitted in response to this RFQ will become the property of the Owner.

ARTICLE 6—EVALUATION OF STATEMENTS OF QUALIFICATIONS

- 6.01 The Owner will evaluate and rank each SOQ using the selection criteria within 30 days after the date SOQs are received. The Owner will determine if SOQs comply with the prescribed requirements and will consider the qualifications of the Proposers, and other factors as described in this Article to determine which Proposers are best qualified to complete the Project.
- 6.02 Owner may conduct investigations as it deems necessary to establish the responsibility, qualifications, and capability of Proposers.
- 6.03 Owner, at its discretion, may choose to conduct interviews with Proposers to clarify any points in the SOQ to gain a better understanding of how the Proposers can provide the best value to the Owner for the CMAR Contract.
 - A. If the Owner chooses to conduct interviews with some or all Proposers, they will be notified of:
 - 1. The time and place for the interview;
 - 2. Interview format and agenda;
 - 3. Topics to be discussed at the interview; and
 - 4. Individuals expected to participate in the interview.
 - B. Failure to participate in the interview may result in disqualification from consideration for the award of the CMAR Contract.

- 6.04 Submission of a Statement of Qualifications indicates the Proposer's acceptance of the evaluation technique and methodology in this RFQ as well as the Proposer's recognition that some subjective judgments must be made by the Owner during the evaluation and selection process.
- 6.05 Ranking of Proposers
- A. Based on the evaluation of the Statement of Qualifications and Proposals and, interviews (if requested), Owner will rank Proposers and invite the most highly ranked Proposer to participate in negotiations necessary to finalize the CMAR Contract and allow the Owner's Advisor to issue a Notice of Award of the contract to such Proposer.

Statement of Qualifications Certification

Project: **Well 7 PFAS Mitigation Improvements**
Project Number: **4131-002-09**

By submitting this Statement of Qualifications and related information, Proposer certifies that it has read the Proposal Documents and that Proposer's representations are true and correct and contain no material misrepresentations, and that the individual signing below is authorized to make this certification on behalf of the Proposer's organization.

Proposer: **Hensel Phelps Construction Co.**
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: **Brian J. Penner**
(typed or printed)

Title: **General Manager**
(typed or printed)

Designated Representative:

Name: **Brian J. Penner**

Title: **General Manager**

Address for giving notices:

77 NW Frontage Rd.
Fort Collins, CO 80524

Phone: **970-225-2211** Email: **bpenner@henselphelps.com**

(Attach evidence of authority to sign if Proposer is a corporation, partnership, or a joint venture.)

Please see attached corporate resolution.



Corporate Resolution

RESOLUTION Hensel Phelps Construction Co. January 22, 2025

I, Robert P. Majerus, Secretary of Hensel Phelps Construction Co., a Delaware General Partnership, hereby certify that the following Resolution was duly adopted by the Board of Managers of Hensel Phelps Construction Co., effective January 22, 2025.

Whereupon, the following Resolution was moved, seconded and carried:

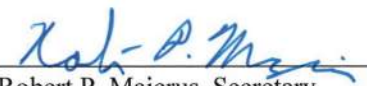
BE IT RESOLVED, that effective January 22, 2025, the following employees of the general partnership are authorized to sign general construction contracts and other agreements for and on behalf of Hensel Phelps Construction Co. and said documents are approved for attestation by the Secretary and/or Assistant Secretaries of the general partnership.

Michael J. Choutka, Chief Executive Officer
Bradley A. Jeanneret, President and Chief Operating Officer
Robert P. Majerus, Vice President, General Counsel and Secretary
Jennifer K. Scholz, Vice President and Chief Financial Officer
Allan J. Bliesmer, Executive Vice President
Derek H. Hoffine, Executive Vice President
Thomas J. Diersbock, Executive Vice President
Charles D. Robben, Vice President
Damian J. Buessing, Vice President
Shannon M. Gustine, Vice President
Steve M. Grauer, Vice President
Justin C. Starnes, Vice President
Laird B. Heikens, Vice President
Bradley D. Winans, Vice President
Scott G. Bills, Vice President
David M. Brooke, Vice President
Jonathan E. Tseu, Vice President
Joel B. Douglass, General Manager
Brian J. Penner, General Manager
James C. Fesler, General Manager
Adam A. Rogers, General Manager

CERTIFICATION

I, Robert P. Majerus, Secretary of Hensel Phelps Construction Co., do hereby certify the above and foregoing Resolution was adopted by the Board of Managers of Hensel Phelps Construction Co. effective January 22, 2025, and that the Resolution is in full force and effect. This Certification is made and entered into this 22nd day of January 2025.




Robert P. Majerus, Secretary



Section 4.02 (a-c) - Proposer's Organization and General Information

For General Information (a), please see Table 1. For (b), please see our corporate resolution on Page 5 for a list of all Hensel Phelps officers; there are no limits to their authority. Below is a Certificate of Good Standing illustrating Hensel Phelps' ability to conduct business in Colorado. For (c), please see Table 1 and **Attachment 1C** for our Financial Statements.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

HENSEL PHELPS CONSTRUCTION CO.

is an entity formed or registered under the law of Delaware, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871483728.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 10/16/2025 that have been posted, and by documents delivered to this office
electronically through 10/24/2025 @ 13:33:16.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 10/24/2025 @ 13:33:16 in accordance with applicable law.
This certificate is assigned Confirmation Number 17818921.



Jena Griswold

Secretary of State of the State of Colorado

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

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

Table 1—General Information

Organization			
Legal Name of Business:	Hensel Phelps Construction Co.		
Form of Business: ☐ Sole Proprietorship ☒ General Partnership ☐ Limited Partnership ☐ Corporation			
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Statement of Qualifications for each Joint Venturer			
Date Business was formed:	1937	State under which Business was formed:	DE
Is this Business authorized to operate in the Project location: ☒ Yes ☐ No ☐ Pending			
Is this Business licensed as a general contractor in the Project location: ☒ Yes ☐ No ☐ Pending ☐ N/A			
List of companies, firms, or organizations that own any part of this Business.			
Name of company, firm, or organization.			Percent ownership
Hensel Phelps Parent 1, Inc.			50%
Hensel Phelps Parent 2, Inc.			50%
Principal Office			
Primary contact	Leanne Warner	Main telephone number	970-346-7215
Email address	lwarner@henselphelps.com	Website address	www.henselphelps.com
Business address of principal office	Headquarters: 420 6th Avenue Greeley, CO 80631		
Regional Office			
Primary contact	Brian J. Penner	Main telephone number	970-225-2211
Email address	bpenner@henselphelps.com	Website address	www.henselphelps.com
Business address of regional office	Water: 77 NW Frontage Rd. Fort Collins, CO 80524		
Business officers, partners, and limits of authority			
Please see the previous page for our corporate resolution which includes the names/titles of Hensel Phelps' officers. There are no limits to their authority.			



Table 1 –General Information (Continued)

Business History			
List of names that this Business currently has or anticipates operating under over the history of the Business, including the names of related companies presently doing business:			
Names of organization	From date	To date	
Hensel Phelps Construction Co.	1937	Currently	
Indicators of Organization Size			
Average number of current full-time employees		5,286	
Estimate of revenue for the current year		\$9.4 billion	
Estimate of average revenue for the previous 3 years		\$21.2 billion	
Licensure			
Name of License:	Please see attached list of Colorado licenses		
Licensing Agency:	(Attachment 1A).		
License Number:		Expiration Date:	
Name of License:			
Licensing Agency:			
License Number:		Expiration Date:	
Name of License:			
Licensing Agency:			
License Number:		Expiration Date:	
Diverse Business Certifications			
Name of Certification		Certifying Agency	Certification Date
☐ Disadvantage Business Enterprise:		N/A	
☐ Minority Business Enterprise:			
☐ Woman Business Enterprise:			
☐ Disabled Veteran Owned Business:			
☐ Historically Underutilized Business:			
☐ Small Business Enterprise:			
☐ Other:			
☐ None			

Table 1 –General Information (Continued)

Previous Contracting Experience			
Years of experience in projects similar to the proposed project:			
As a general contractor	50 years	As a joint venture partner	N/A
Has this or a participating or a predecessor organization ever been disqualification as a proposer by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No If yes provide full details in a separate attachment.			
Has this or a participating or a predecessor organization ever been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No If yes provide full details in a separate attachment.			
Has this, a participating or a predecessor organization been released from a proposal in the past 5 years? ☐ Yes ☒ No If yes provide full details in a separate attachment.			
Has this or a participating or a predecessor organization ever defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No If yes provide full details in a separate attachment.			
Has this or a participating or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No If yes provide full details in a separate attachment.			
Is this or a participating or a predecessor organization currently involved in any litigation or contemplating litigation? ☐ Yes ☒ No If yes provide full details in a separate attachment.			
Previous History with Owner			
List projects that have been completed with the Owner over the last 5 years. If more than 5 projects, list only the most recent.			
	Project Name		Year
1	Preconstruction Phase of the PFAS Well 7 Improvements		
2			
3			
4			
5			
Previous Claims History and Litigation Experience			
List all claims or litigation involving owners on other construction projects that have been active over the last 5 years or that are currently unresolved.			
	Description of Claim or Litigation		Status
1	Please see Attachment 1B.		
2			
3			
4			
5			



Table 1 –General Information (Continued)

Surety			
Surety Name	Travelers Casualty and Surety Company		
Mailing address (principal place of business): One Tower Square Hartford, CT 06183		Physical address (principal place of business): 10825 E Geddes Ave. Centennial, CO 80112	
Telephone (main number)	(720) 200-8412	Telephone (claims notices)	(720) 200-8412
Name of Local Agent for Surety	Flood and Peterson Insurance Inc.		
Telephone	(970) 506-3204	Email	KUrwiller@FloodPeterson.com
Surety is a corporation organized and existing under the laws of the state of:		Connecticut	
Is surety authorized to provide surety bonds in the Project location? ☒ Yes ☐ No			
Is surety listed in the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570 "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies")? ☒ Yes ☐ No			
Financial Summary Information for Proposer			
Date of Proposer's most current financial statement:	12/31/24	☒ Attached	
Date of Proposer's most current audited financial statement:	12/31/24	☒ Attached	
Financial indicators from the most current financial statement:		Please see Attachment 1C.	
Proposer's Current Ratio (Current Assets / Current Liabilities)		1.27	
Proposer's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) / Current Liabilities)		1.26	
Describe the resources that are available to the Proposer to provide adequate cash flow for the project if Proposer's Current Ratio or Quick Ratio are less than 1.0: N/A			



Table 1 –General Information (Continued)

Insurance									
Name of Insurance Provider:		Zurich American Insurance Company							
Provider is a corporation organized and existing under the laws of the state of:		NY							
Is Provider licensed or authorized to issue insurance policies in the Project location?		☒ Yes ☐ No							
Does Provider have an A.M. Best Rating of A-VIII or Better?		☒ Yes ☐ No							
Mailing Address (principal place of business)		1299 Zurich Way, Schaumburg, IL							
Physical Address (principal place of business)		1299 Zurich Way, Schaumburg, IL							
Telephone (Main)		425-422-7525							
Telephone for Notice of Claims		425-422-7525							
Local Agent for Provider		Flood & Peterson Insurance							
Address for Local Agent		4687 West 18th Street, Greeley, CO 80634							
Telephone for Local Agent		970-506-3204							
Coverage Providers									
Insurance Provider		Type of Policy (Coverage Provided)							
Zurich American Insurance Company		Commercial General Liability, Automobile Liability							
American Zurich Insurance Company		Workers Compensation, Employer's Liability							
American Guarantee and Liability Ins. Co.		Umbrella Liability							
Construction Site Safety Experience									
Provide Proposer's Worker's Compensation Experience Modification Ratio (EMR), Total Recordable Frequency Rate (TRFR) for incidents and Total Number of Recorded Manhours for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 25% or more of the Contract Price. Provide documentation of the EMR and TRFR history for the Proposer.									
Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Hensel Phelps	.45			.62			.61		
Safety Officer Experience and Certifications									
Safety Officer	Chris Lockett								
Years of Experience									
Certification Name									
Issuing Agency									
Expiration									

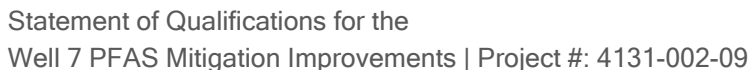


Table 2–Current Projects and Projects Completed within the last 5 Years **Please see attached.**

PLUMMER ASSOCIATES, INC.
4131-002-09

ECDC® QMAR-210, Statement of Qualifications—Construction Manager at Risk Series.

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BID SET
OCTOBER 2025

Table 2 - Current Projects and Projects Completed within the last 5 Years

Project Name	Project Cost	Completion Date	Client Name	General Description
Green Ridge Glade Reservoir Oxygenation	\$ 2,429,329.00	12/31/2026	City of Loveland	This project includes the construction of a bulk Liquid Oxygen (LOX) storage and liquid oxygen feed to the Green Ridge Glade Reservoir.
Small Projects Thornton	Various	12/31/2026	City of Thornton	This is an on-call, 5-year contract that includes general civil construction for the City of Thornton’s existing and proposed water and wastewater systems.
Snake River WWTP Nitrification/Denitrification Expansion	\$ 17,647,716.00	12/31/2026	Snake River Wastewater Utility	WWTP Nitrification/Denitrification Expansion
West Laramie Main Lift Station	\$ 51,112.00	08/29/2026	City of Laramie	The City of Laramie hired Hensel Phelps to construct a new \$9M West Laramie Main Lift Station, adjacent to the City’s wastewater treatment plant.
Hazeltine Pump Station Heavy Civil	\$ 13,131,265.00	04/01/2026	Denver Water	This \$13 million project includes the construction of a new concrete pump station for Denver Water.
Windsor WWTF Headworks Improvements	\$ 15,920,730.00	03/31/2026	Town of Windsor	This \$16 million project at the Town of Windsor’s Wastewater Treatment Facility includes upgrading the existing facility and constructing an adjacent headworks facility.
Airport Pump Station	\$ 5,535,952.00	03/09/2026	Fort Collins Loveland Water District (FCLWD)	This \$5.5 million project includes the installation of a potable water transmission main and the design, construction, start-up, and commissioning of a potable water pump station.
Longview Pump Station	\$ 5,894,569.00	03/09/2026	Fort Collins Loveland Water District (FCLWD)	This \$6 million CMAR project includes the installation of a potable water transmission main and the design, construction, start-up, and commissioning of a potable water pump station for the Fort Collins Loveland Water District (FCLWD).
Clearwell Improvements Project	\$ 2,378,088.00	03/01/2026	Winter Park Ranch Water and Sanitation District	The project expanded the current clearwell footprint by adding an additional building for chemical storage and sanitary facilities, replaced chemical dosing, electrical and instrumentation equipment to simplify the District’s operations, replaced two existing vertical turbine pumps and install a third, identical pump to improve the District’s operational flexibility and replaced and rerouted influent and effluent piping, as well as overflow piping to ensure resiliency of the District’s finished water infrastructure.
Trilby 6MG Tank	\$ 15,692,915.00	12/31/2025	Fort Collins-Loveland Water District	Hensel Phelps is building a new 6-million-gallon finished water storage tank on a new parcel of land north of the existing 4-million-gallon storage tank.
SCWTA Process Piping Replacement & Tank Area Grading	\$ 432,982.00	12/21/2025		Hensel Phelps replaced the Soldier Canyon Water Treatment Facility’s (SCWTF) 50-year-old valve on the Horsetooth pipeline that likely failed due to age-related degradation. Replacing this valve required shutting down the 54-inch pipe and required extensive coordination among various public entities. This task order project was part of Water’s five-year, \$10 million Master Services Agreement (MSA) with the Soldier Canyon Water Treatment Authority (SCWTA).
Northern Treatment Plant Effluent Temperature Project	\$ 20,000,000.00	12/16/2025	Metro Water Recovery	This project seeks to understand the viability of single-pass cooling towers to lower the temperature of wastewater effluent before it is discharged into the South Platte River. The ultimate goal of lowering the effluent temperature is to protect several species of fish and their aquatic habitats from overheating.
Denver Water Reservoir Aeration	\$ 7,333,991.00	11/13/2025	Denver Water	Hensel Phelps is overseeing the \$7 million design-build project for the aeration systems at Denver Water’s Marston Forebay and the three North Complex reservoirs.
Tri-Lakes Headworks	\$ 808,858.00	11/01/2025	Tri-Lakes Wastewater Treatment Facility	
Avon Drinking Water Facility Control System Upgrades	\$ 3,871,160.00	08/01/2025	Upper Eagle Regional Water Authority	This \$3M project included the construction of a new server room with HVAC and fire suppression systems; installation of new conduit and junction boxes to support cable routing/re-routing between the new server room and PLC-1, PLC-6 and the existing control room; construction of a new control network infrastructure; and a new EPDM roof.
Kremmling Water Treatment Plant Improvements	\$ 24,504.00	08/01/2025	Town of Kremmling	The improvements at the Kremmling Water Treatment Plantconsist of three (3) ultra-filtration skids, a new treatment building, chemical feed systems and associated piping, fittings and controls, and a water storage tank.
DWRF Final Clarifier Replacement North Process Train	\$ 3,601,564.00	07/09/2025	City of Fort Collins	Hensel Phelps replaced the entire final clarifier mechanism, launders, scum collection systems, and weirs in both final clarifiers in the North Process Train (NPT), as well as replaced the five return-activated sludge (RAS) pumps.
Fruita Kingsview Lift Station	\$ 692,739.00	07/02/2025	City of Fruita	The work entails rehabilitation of the existing Kingsview Lift Station for the City of Fruita. The project involved installing a new packaged lift station, upgrading electrical equipment, installing a new generator (secondary power), and replacing existing sewer piping.
SFCSD Orbal Replacement	\$ 3,582,923.00	04/01/2025	South Fort Collins Sanitation District	This \$4.6 million Orbal replacement project at the SFCSD wastewater treatment plant consisted of multiple mechanical and electrical improvements to the existing system.
Water Treatment Plant Piping Improvements & Coagulation Process Improvements	\$ 412,000.00	01/06/2025	Dillon Valley & Hamilton Creek Metropolitan District	Piping improvements
Tertiary Effluent Cooling Tower	\$ 517,706.00	10/31/2024	Metro Water Recovery	The purpose of this Task Order was for the installation of an approximately 1 Million Gallons per Day (MGD) cooling tower following the tertiary treatment system to demonstrate the operations and maintenance requirements for a single pass counterflow effluent cooling system.
Wellington Water Treatment Plant Expansion	\$ 35,209,351.00	10/31/2024	Town of Wellington	The \$35M Wellington Water Treatment Plant Expansion project provided the Town of Wellington with a new 4.2 MGD Water Treatment Plant that includes a new chemical facility, ozone facility, pipeline ozone contactor, treatment facility, three solids drying beds, two equalization ponds, recycle pump station, backwash equalization pump station, modifications to the existing clearwell, connection to emergency supply from ditch, site and yard piping modifications, and modifications to the existing chemical building.
Eastside Lift Station Improvements	\$ 641,422.00	09/26/2024	City of Loveland	This project included the installation of a third submersible pump (owner-supplied) at the existing Eastside Lift Station located at 3201 E 1st Street, Loveland, CO 80537. The work included upgrading the electrical equipment in the building and routing new power and control circuits to the lift station wet well, including three (3) new VFDs, switchgear, and requisite circuits.
PAR 1396 Primary Clarifier Cover Replacement	\$ 5,860,776.00	08/22/2024	Metro Water Recovery	The \$5 million project included replacement of two new 140-foot diameter, flat panel aluminum covers for primary clarifiers; replacement of two new 67-foot diameter, flat panel aluminum covers for gravity thickeners; associated structural, electrical, instrumentation, and mechanical replacement and reconnection for ancillary process equipment; and demolition and removal of existing covers.
Wellington Water Storage Tank Improvements	\$ 1,361,823.00	06/30/2024	Town of Wellington	This \$1.4M project entails improvements to the Town’s existing 2 million gallon (MG) treated water storage tank at the Town’s Water Treatment Plant (WTP).
Boulder WRRF Secondary Clarifier Rehab	\$ 1,942,821.00	06/15/2024	City of Boulder	Hensel Phelps repaired one of the secondary clarifiers at the Water Resource Recovery Facility (WRRF) in Boulder, CO.
SCWTA Filters 5-8 Improvements & Backup Generator	\$ 2,113,872.00	06/14/2024	AUTHORITY	
Fort Collins Water Treatment Plant Filters 603 & 604	\$ 906,414.00	04/01/2024	City of Fort Collins	The \$2M Filters 5-8 Project involves air scour and filter-to-waste processes; repair and coating of walls, partial demolition; and replacement of underdrain.
Johnstown North Sewer Expansion Phase I	\$ 5,201,709.00	02/29/2024	City of Johnstown	This project includes construction of a new lift station, including odor control and a standby generator.
Granby Solids Handling Improvements	\$ 7,817,768.00	01/31/2024	Granby Sanitation District	This \$8M project entailed a new solids handling facility that was constructed on the site of the existing wastewater facility. The solids handling facility included two aerobic digesters, one rotary screw thickener and one screw press for dewatering. Under normal operation, the sludge from the existing sludge storage basins is pumped to either the rotary screw thickener or to one of the two digesters. From the digesters, the digested sludge is pumped to the screw press, where it is then dewatered to between 15% and 18% solids. The dewatered solids is conveyed via a horizontal and vertical conveyor to a 30 cubic yard dumpster, which will be hauled (by others) for disposal.
Fruita H2 Mitigation	\$ 1,836,041.00	12/12/2023	City of Fruita	This \$3 million project includes the installation of a biofilter odor control system outside of the headworks facility designed to pull air from the headspace of the influent gravity sewer main. The project also encompassed the removal and replacement of the manholes along the gravity sewer main.
Fruita Removable Aeration System	\$ 1,026,606.00	11/01/2023	City of Fruita	This \$1.2 million project encompassed the demolition and replacement of aeration systems in oxidation ditches No. 1 and No. 2 located at the Fruita Wastewater Treatment Facility. Existing aeration grid system diffusers, supports and air piping were modified or removed to accompany the new EDI removable aeration system. The recently installed removable aeration system provided ease of removal for grid systems, serviceability of system while in use, and reduced system downtime with increased plant efficiency.
Windsor Wastewater Treatment Facility - Biosolids Management Impr	\$ 16,414,144.00	07/15/2023	Town of Windsor	This \$16 million project included the construction of new aerobic digesters and dewatering facilities. There were a total of three covered concrete aerobic digester tanks at 0.35 million gallons each. The Dewatering Building included a pump room, truck bay, blower room, dewatering polymer, screw presses, electrical and I&C at the Town of Windsor’s wastewater treatment facility, which removes water from sludge.
Boyd Lake Water Treatment Plant Alum Building	\$ 1,780,105.00	06/01/2023	City of Greeley	This project includes modifications of the Alum Tank building to provide a temperature-controlled space. This work entails demolition of (2) 6,000-gallon alum tanks; (2) 8,000-gallon Sodium Hydroxide tanks; (4) chemical feed pumps and panels; and 10 cubic yards of structural concrete wall removal in the containment area. The structural modifications to the existing exterior containment area to support a 1,600SF metal building included (4) new 6,500-gallon alum tanks; (1) new alum feed panel; and relocation of (2) existing alum feed pumps. This project included SCADA integration.
FCWTF Filters 605, 606, 608 Rehab	\$ 1,115,735.00	05/11/2023	City of Fort Collins	This project includes the rehab of filters 605, 606, and 608 including procurement and replacement of underdrains and installation of filter basin coating.
Loveland 29th Street Lift Station Improvements	\$ 957,213.00	05/10/2023	City of Loveland	This project included the construction of new lift station and standby generator.
Bus Barn and Taft Lift Station Improvements	\$ 1,492,000.00	04/30/2023	City of Loveland	This job includes upgrades to the two existing Bus Barn & Taft Lift Stations, including wet well, piping, yard piping, valve vault, associated electrical, instrumentation and controls, and a new standby generator.
Bellvue Backwash Pumps	\$ 1,562,470.00	08/01/2022	City of Greeley	Hensel Phelps replaced the backwash pumps for the Bellvue Water Treatments Plant. The \$1.6 million CMAR project included replacement of both backwash supply pumps with the required VFDs and replacement of both backwash supply pumps and required VFDs. Our team also installed the pumps and VFDs in the existing backwash buildings and connected them to the existing plant backwash piping.
Gunnison Septage/Bulk Water Fill Station Improvements	\$ 356,555.00	04/30/2022	City of Gunnison	This project involved the procurement and construction of the Bulk Water Fill Station and construction of the Septage Receiving Station Improvements.
Johnstown Central Sewer Ph. 1 Lift Station	\$ 3,570,675.00	04/19/2022	Connell Resources, Inc.	This project involved the construction of a raw sewage submersible pump lift station on existing gravity main to serve the new force main to the Wastewater Treatment Plant.
Boyd Decant Pump	\$ 43,703.00	12/01/2021	City of Greeley	Replaced a decant pump.

Table 2 - Staffing

Project	Name	First Name	Last Name	Title
Snake River WWTP Nitrification/Denitrification Expansion	Ray, Brennan	Brennan	Ray	Area Superintendent
Fort Collins Water Treatment Plant Filters 603 & 604	Martin, William	William	Martin	Project Manager
SFCSD Orbal Replacement	Jorgensen, Brian	Brian	Jorgensen	Area Superintendent
SFCSD Orbal Replacement	Williams, Anthony	Anthony	Williams	Project Engineer
SFCSD Orbal Replacement	Oeltjenbruns, Chad	Chad	Oeltjenbruns	Design Manager
SFCSD Orbal Replacement	Javernick, Stanley	Stanley	Javernick	Operations Manager
SFCSD Orbal Replacement	Lockett, Christopher	Christopher	Lockett	Senior Safety Manager
Hazeltine Pump Station Heavy Civil	Powanda, Jonathan	Jonathan	Powanda	Project Manager
Hazeltine Pump Station Heavy Civil	Howard, Clay	Clay	Howard	Project Superintendent
Hazeltine Pump Station Heavy Civil	Heikens, Shawn	Shawn	Heikens	Area Superintendent
Longview Pump Station	Contreras, Matthew	Matthew	Contreras	Project Engineer
Longview Pump Station	Denison, Cameron	Cameron	Denison	Office Engineer
Longview Pump Station	Jorgensen, Brian	Brian	Jorgensen	Area Superintendent
Longview Pump Station	Rice, Adam	Adam	Rice	Project Manager
Wellington Water Treatment Plant Expansion	Denison, Cameron	Cameron	Denison	Office Engineer
Wellington Water Treatment Plant Expansion	Emerson, Charles	Charles	Emerson	Lead VDC Engineer
Wellington Water Treatment Plant Expansion	Richter, Michael	Michael	Richter	Area Superintendent
Wellington Water Treatment Plant Expansion	Bigge, Joshua	Joshua	Bigge	Area Superintendent
Wellington Water Treatment Plant Expansion	Baladez, James	James	Baladez	Operator
Wellington Water Treatment Plant Expansion	Noble, Thomas	Thomas	Noble	Project Superintendent
Wellington Water Treatment Plant Expansion	Baladez, Freddi	Freddi	Baladez	Project Superintendent
Wellington Water Treatment Plant Expansion	Martin, William	William	Martin	Project Manager
Wellington Water Treatment Plant Expansion	Holmes, Brandon	Brandon	Holmes	Project Manager
Wellington Water Treatment Plant Expansion	Lockett, Christopher	Christopher	Lockett	Senior Safety Manager
Wellington Water Treatment Plant Expansion	Islas, Logan	Logan	Islas	Area Superintendent
Wellington Water Treatment Plant Expansion	Heikens, Shawn	Shawn	Heikens	Area Superintendent
Wellington Water Treatment Plant Expansion	Ferraro, Michael	Michael	Ferraro	Senior Estimator
Wellington Water Treatment Plant Expansion	Johnson, Isaac	Isaac	Johnson	General Superintendent
Wellington Water Treatment Plant Expansion	Penner, Brian	Brian	Penner	General Manager
Bus Barn and Taft Lift Station Improvements	Wohlrabe, Joshua	Joshua	Wohlrabe	Area Superintendent
Bus Barn and Taft Lift Station Improvements	Rice, Adam	Adam	Rice	Project Manager
Bus Barn and Taft Lift Station Improvements	Noble, Thomas	Thomas	Noble	Project Superintendent
Bus Barn and Taft Lift Station Improvements	Javernick, Stanley	Stanley	Javernick	Operations Manager
Bus Barn and Taft Lift Station Improvements	Ferraro, Michael	Michael	Ferraro	Senior Estimator
Bus Barn and Taft Lift Station Improvements	Wilson, Matthew	Matthew	Wilson	Project Manager
Bus Barn and Taft Lift Station Improvements	Penner, Brian	Brian	Penner	General Manager
Clearwell Improvements Project	Jaeger, Cole	Cole	Jaeger	Field Engineer
Clearwell Improvements Project	Wohlrabe, Joshua	Joshua	Wohlrabe	Area Superintendent
Clearwell Improvements Project	Barnett, Gabriel	Gabriel	Barnett	Project Manager
WTP Coagulation Process Improvements	Powanda, Jonathan	Jonathan	Powanda	Project Manager
WTP Coagulation Process Improvements	Berglund, Robert	Robert	Berglund	Lead Estimator
SCWTA Filters 5-8 Improvements & Backup Generator	Howell, Diane	Diane	Howell	Project Engineer
SCWTA Filters 5-8 Improvements & Backup Generator	Williams, Anthony	Anthony	Williams	Project Engineer
SCWTA Filters 5-8 Improvements & Backup Generator	Bigge, Joshua	Joshua	Bigge	Area Superintendent
SCWTA Filters 5-8 Improvements & Backup Generator	Barnett, Gabriel	Gabriel	Barnett	Project Manager

SCWTA Filters 5-8 Improvements & Backup Generator	Noble, Thomas	Thomas	Noble	Project Superintendent
SCWTA Filters 5-8 Improvements & Backup Generator	Javernick, Stanley	Stanley	Javernick	Operations Manager
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Rodgers, Moriah	Moriah	Rodgers	Office Engineer
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Emerson, Charles	Charles	Emerson	Lead VDC Engineer
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Williams, Anthony	Anthony	Williams	Project Engineer
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Richter, Michael	Michael	Richter	Area Superintendent
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Switzer, Tylor	Tylor	Switzer	Operator General Foreman
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Oeltjenbruns, Chad	Chad	Oeltjenbruns	Design Manager
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Javernick, Stanley	Stanley	Javernick	Operations Manager
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Holmes, Brandon	Brandon	Holmes	Project Manager
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Berglund, Robert	Robert	Berglund	Lead Estimator
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Ferraro, Michael	Michael	Ferraro	Senior Estimator
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Carpenter, Robert	Robert	Carpenter	Project Superintendent
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Penner, Brian	Brian	Penner	General Manager
Kremmling Water Treatment Plant Improvements	Baladez, Freddi	Freddi	Baladez	Project Superintendent
Kremmling Water Treatment Plant Improvements	Rasmussen, Brooke	Brooke	Rasmussen	Office Engineer
Kremmling Water Treatment Plant Improvements	Pedroza Rodriguez, Abraham	Abraham	Pedroza Rodriguez	Project Engineer
Kremmling Water Treatment Plant Improvements	Wilson, Matthew	Matthew	Wilson	Project Manager
Bellvue Backwash Pumps	Jorgensen, Brian	Brian	Jorgensen	Area Superintendent
Denver Water Reservoir Aeration	Powanda, Jonathan	Jonathan	Powanda	Project Manager
Denver Water Reservoir Aeration	Howell, Diane	Diane	Howell	Project Engineer
Denver Water Reservoir Aeration	Barnett, Gabriel	Gabriel	Barnett	Project Manager
Denver Water Reservoir Aeration	Baladez, Freddi	Freddi	Baladez	Project Superintendent
Denver Water Reservoir Aeration	Javernick, Stanley	Stanley	Javernick	Operations Manager
Denver Water Reservoir Aeration	Ferraro, Michael	Michael	Ferraro	Senior Estimator
Loveland 29th Street Lift Station Improvements	Howell, Diane	Diane	Howell	Project Engineer
Loveland 29th Street Lift Station Improvements	Noble, Thomas	Thomas	Noble	Project Superintendent
Loveland 29th Street Lift Station Improvements	Javernick, Stanley	Stanley	Javernick	Operations Manager
Loveland 29th Street Lift Station Improvements	Ferraro, Michael	Michael	Ferraro	Senior Estimator
Loveland 29th Street Lift Station Improvements	Wilson, Matthew	Matthew	Wilson	Project Manager
Loveland 29th Street Lift Station Improvements	Penner, Brian	Brian	Penner	General Manager
Avon Drinking Water Facility Control System Upgrades	Remmers, Michael	Michael	Remmers	Office Engineer
Avon Drinking Water Facility Control System Upgrades	Rice, Adam	Adam	Rice	Project Manager
Avon Drinking Water Facility Control System Upgrades	Oeltjenbruns, Chad	Chad	Oeltjenbruns	Design Manager
Avon Drinking Water Facility Control System Upgrades	Lockett, Christopher	Christopher	Lockett	Senior Safety Manager
Avon Drinking Water Facility Control System Upgrades	Penner, Brian	Brian	Penner	General Manager
Fruita H2 Mitigation	Richter, Michael	Michael	Richter	Area Superintendent
Fruita H2 Mitigation	Rice, Adam	Adam	Rice	Project Manager
Fruita H2 Mitigation	Oeltjenbruns, Chad	Chad	Oeltjenbruns	Design Manager
Trilby 6MG Tank	Noble, Thomas	Thomas	Noble	Project Superintendent
Trilby 6MG Tank	Javernick, Stanley	Stanley	Javernick	Operations Manager
Trilby 6MG Tank	Holmes, Brandon	Brandon	Holmes	Project Manager
Fort Collins Water Treatment Plant Filters 603 & 604	Noble, Thomas	Thomas	Noble	Project Superintendent
Granby Solids Handling Improvements	Bigge, Joshua	Joshua	Bigge	Area Superintendent
Granby Solids Handling Improvements	Barnett, Gabriel	Gabriel	Barnett	Project Manager
Granby Solids Handling Improvements	Puckett, Elijah	Elijah	Puckett	Laborer
Granby Solids Handling Improvements	VanNuys, Scott	Scott	VanNuys	Laborer

Granby Solids Handling Improvements	Switzer, Tylor	Tylor	Switzer	Operator General Foreman
Granby Solids Handling Improvements	Fisher, Michael	Michael	Fisher	Millwright Journeyman
Granby Solids Handling Improvements	Summers, Spencer	Spencer	Summers	Millwright General Foreman
Granby Solids Handling Improvements	Ferraro, Michael	Michael	Ferraro	Senior Estimator
Granby Solids Handling Improvements	Wilson, Matthew	Matthew	Wilson	Project Manager
Granby Solids Handling Improvements	Penner, Brian	Brian	Penner	General Manager
Fruita Kingsview Lift Station	Howell, Diane	Diane	Howell	Project Engineer
Fruita Kingsview Lift Station	Rice, Adam	Adam	Rice	Project Manager
Water Treatment Plant Piping Improvements	Powanda, Jonathan	Jonathan	Powanda	Project Manager
Water Treatment Plant Piping Improvements	Berglund, Robert	Robert	Berglund	Lead Estimator
Boyd Decant Pump	Barnett, Gabriel	Gabriel	Barnett	Project Manager
Boyd Decant Pump	Baladez, Freddi	Freddi	Baladez	Project Superintendent
Boyd Decant Pump	Penner, Brian	Brian	Penner	General Manager
PAR 1396 Primary Clarifier Cover Replacement	Swanson, Hailee	Hailee	Swanson	Office Engineer
PAR 1396 Primary Clarifier Cover Replacement	Wohlrabe, Joshua	Joshua	Wohlrabe	Area Superintendent
PAR 1396 Primary Clarifier Cover Replacement	Howell, Diane	Diane	Howell	Project Engineer
PAR 1396 Primary Clarifier Cover Replacement	Oeltjenbruns, Chad	Chad	Oeltjenbruns	Design Manager
PAR 1396 Primary Clarifier Cover Replacement	Javernick, Stanley	Stanley	Javernick	Operations Manager
PAR 1396 Primary Clarifier Cover Replacement	Ferraro, Michael	Michael	Ferraro	Senior Estimator
PAR 1396 Primary Clarifier Cover Replacement	Wilson, Matthew	Matthew	Wilson	Project Manager
PAR 1396 Primary Clarifier Cover Replacement	Penner, Brian	Brian	Penner	General Manager
Gunnison Septage/Bulk Water Fill Station Improvements	Rice, Adam	Adam	Rice	Project Manager
Gunnison Septage/Bulk Water Fill Station Improvements	Noble, Thomas	Thomas	Noble	Project Superintendent
Gunnison Septage/Bulk Water Fill Station Improvements	Penner, Brian	Brian	Penner	General Manager
SCWTA Process Piping Replacement & Tank Area Grading	Jorgensen, Brian	Brian	Jorgensen	Area Superintendent
SCWTA Process Piping Replacement & Tank Area Grading	Williams, Anthony	Anthony	Williams	Project Engineer
SCWTA Process Piping Replacement & Tank Area Grading	Javernick, Stanley	Stanley	Javernick	Operations Manager
SCWTA Process Piping Replacement & Tank Area Grading	Lockett, Christopher	Christopher	Lockett	Senior Safety Manager
Johnstown Central Sewer Ph. 1 Lift Station	Martin, William	William	Martin	Project Manager
Johnstown Central Sewer Ph. 1 Lift Station	Javernick, Stanley	Stanley	Javernick	Operations Manager
Johnstown Central Sewer Ph. 1 Lift Station	Ferraro, Michael	Michael	Ferraro	Senior Estimator
Johnstown Central Sewer Ph. 1 Lift Station	Carpenter, Robert	Robert	Carpenter	Project Superintendent
Boulder WRRF Secondary Clarifier Rehab	Barnett, Gabriel	Gabriel	Barnett	Project Manager
Boulder WRRF Secondary Clarifier Rehab	Carpenter, Robert	Robert	Carpenter	Project Superintendent
Boulder WRRF Secondary Clarifier Rehab	Penner, Brian	Brian	Penner	General Manager
FCWTF Filters 605, 606, 608 Rehab	Noble, Thomas	Thomas	Noble	Project Superintendent
FCWTF Filters 605, 606, 608 Rehab	Javernick, Stanley	Stanley	Javernick	Operations Manager
FCWTF Filters 605, 606, 608 Rehab	Penner, Brian	Brian	Penner	General Manager
West Laramie Main Lift Station	Johnson, Isaac	Isaac	Johnson	General Superintendent
Green Ridge Glade Reservoir Oxygenation	Javernick, Stanley	Stanley	Javernick	Operations Manager
Green Ridge Glade Reservoir Oxygenation	Holmes, Brandon	Brandon	Holmes	Project Manager
Johnstown North Sewer Expansion Phase I	Wohlrabe, Joshua	Joshua	Wohlrabe	Area Superintendent
Johnstown North Sewer Expansion Phase I	Oeltjenbruns, Chad	Chad	Oeltjenbruns	Design Manager
Johnstown North Sewer Expansion Phase I	Javernick, Stanley	Stanley	Javernick	Operations Manager
Johnstown North Sewer Expansion Phase I	Heikens, Shawn	Shawn	Heikens	Area Superintendent
Johnstown North Sewer Expansion Phase I	Ferraro, Michael	Michael	Ferraro	Senior Estimator
Johnstown North Sewer Expansion Phase I	Wilson, Matthew	Matthew	Wilson	Project Manager

Johnstown North Sewer Expansion Phase I	Penner, Brian	Brian	Penner	General Manager
Windsor WWTF Headworks Improvements	Williams, Anthony	Anthony	Williams	Project Engineer
Windsor WWTF Headworks Improvements	Martin, William	William	Martin	Project Manager
Windsor WWTF Headworks Improvements	Javernick, Stanley	Stanley	Javernick	Operations Manager
Windsor WWTF Headworks Improvements	Carpenter, Robert	Robert	Carpenter	Project Superintendent
Small Projects Thornton	Javernick, Stanley	Stanley	Javernick	Operations Manager
Small Projects Thornton	Penner, Brian	Brian	Penner	General Manager
Northern Treatment Plant Effluent Temperature Project	Wohlrabe, Joshua	Joshua	Wohlrabe	Area Superintendent
Northern Treatment Plant Effluent Temperature Project	Howell, Diane	Diane	Howell	Project Engineer
Northern Treatment Plant Effluent Temperature Project	Javernick, Stanley	Stanley	Javernick	Operations Manager
Northern Treatment Plant Effluent Temperature Project	Ferraro, Michael	Michael	Ferraro	Senior Estimator
Northern Treatment Plant Effluent Temperature Project	Wilson, Matthew	Matthew	Wilson	Project Manager
Northern Treatment Plant Effluent Temperature Project	Holroyd, Greg	Greg	Holroyd	Director of Mechanical Service
Northern Treatment Plant Effluent Temperature Project	Penner, Brian	Brian	Penner	General Manager
Tertiary Effluent Cooling Tower	Howell, Diane	Diane	Howell	Project Engineer
Tertiary Effluent Cooling Tower	Wilson, Matthew	Matthew	Wilson	Project Manager
Boyd Lake Water Treatment Plant Alum Building	Jorgensen, Brian	Brian	Jorgensen	Area Superintendent
Boyd Lake Water Treatment Plant Alum Building	Howell, Diane	Diane	Howell	Project Engineer
Boyd Lake Water Treatment Plant Alum Building	Barnett, Gabriel	Gabriel	Barnett	Project Manager
Boyd Lake Water Treatment Plant Alum Building	Baladez, Freddi	Freddi	Baladez	Project Superintendent
Boyd Lake Water Treatment Plant Alum Building	Javernick, Stanley	Stanley	Javernick	Operations Manager
Boyd Lake Water Treatment Plant Alum Building	Holmes, Brandon	Brandon	Holmes	Project Manager
Boyd Lake Water Treatment Plant Alum Building	Penner, Brian	Brian	Penner	General Manager
Airport Pump Station	Contreras, Matthew	Matthew	Contreras	Project Engineer
Airport Pump Station	Rice, Adam	Adam	Rice	Project Manager
Airport Pump Station	Bigge, Joshua	Joshua	Bigge	Area Superintendent
DWRF Final Clarifier Replacement North Process Train	Curtis, Kyle	Kyle	Curtis	Office Engineer
DWRF Final Clarifier Replacement North Process Train	Rodgers, Moriah	Moriah	Rodgers	Office Engineer
DWRF Final Clarifier Replacement North Process Train	Guthrie, Jeffery	Jeffery	Guthrie	Millwright General Foreman
DWRF Final Clarifier Replacement North Process Train	Switzer, Tylor	Tylor	Switzer	Operator General Foreman
DWRF Final Clarifier Replacement North Process Train	Javernick, Stanley	Stanley	Javernick	Operations Manager
DWRF Final Clarifier Replacement North Process Train	Lockett, Christopher	Christopher	Lockett	Senior Safety Manager
Tri-Lakes Headworks	Rice, Adam	Adam	Rice	Project Manager
Eastside Lift Station Improvements	Bigge, Joshua	Joshua	Bigge	Area Superintendent
Eastside Lift Station Improvements	Javernick, Stanley	Stanley	Javernick	Operations Manager
Fruita Removable Aeration System	Rice, Adam	Adam	Rice	Project Manager
Fruita Removable Aeration System	Wilson, Matthew	Matthew	Wilson	Project Manager
Fruita Removable Aeration System	Penner, Brian	Brian	Penner	General Manager
Snake River WWTP Nitrification/Denitrification Expansion	Powanda, Jonathan	Jonathan	Powanda	Project Manager
Snake River WWTP Nitrification/Denitrification Expansion	Howard, Clay	Clay	Howard	Project Superintendent
Snake River WWTP Nitrification/Denitrification Expansion	Richter, Michael	Michael	Richter	Area Superintendent

Table 2 - References

Project	Company	EmailAddress	First Name	Last Name	Job Title	Office Phone
Fruita Removable Aeration System	City of Fruita	tanderson@fruita.org	Terry	Anderson	Plant Superintendent	(970) 858-4081
Fruita Removable Aeration System	City of Fruita	kbullen@fruita.org	Kimberly	Bullen	Public Works Director	(970) 858-9558
Fruita Removable Aeration System	Tetra Tech	ben.miller@tetrattech.com	Benjamin	Miller	Senior Engineer	(720) 931-9344
Eastside Lift Station Improvements	City of Loveland	brian.gandy@cityofloveland.org	Brian	Gandy	Senior Project Manager	(970) 962-3760
Snake River WWTP Nitrification/Denitrification Expansion	Snake River Wastewater Utility	josh.johnson@summitcounty.gov	Josh	Johnson	Director	970-668-4272
DWRF Final Clarifier Replacement North Process Train	Carollo Engineers Colorado	jgarside@carollo.com	Jason	Garside	Vice President	(303) 717-2907
Water Treatment Facility (WTF) Horsetooth Alternative Water Supply Project	FORT COLLINS; CITY OF	cschroeder@fcgov.com	Christina	Schroeder	Director of Plant Operations	970-221-6921
Airport Pump Station	Fort Collins/Loveland Water District	cm Medina@fclwd.com	Carlos	Medina	Civil Engineer III	970-226-3104
Boyd Lake Water Treatment Plant Alum Building	Carollo Engineers Colorado	jgarside@carollo.com	Jason	Garside	Vice President	(303) 717-2907
Tertiary Effluent Cooling Tower	Metro Water Recovery	JTrujillo@MetroWaterRecovery.com	Jenny	Trujillo	Senior Engineer	(303) 286-3000
Tertiary Effluent Cooling Tower	Metro Water Recovery	LMueller@MetroWaterRecovery.com	Link	Mueller	Senior Wastewater Process Engineer (retired)	(303) 286-3271
Windsor WWTF Headworks Improvements	Town of Windsor	dmarkham@windsorgov.com	Dennis	Markham	WWTF Superintendent	(970) 686-2144
SFCSD - Phase 1 Water Reclamation Facility Expansion & Improvements	South Fort Collins Sanitation District	eric@sfcSD.net	Eric	Bailey	Interim General Manager	970-226-2484
Green Ridge Glade Reservoir Oxygenation	City of Loveland	brian.gandy@cityofloveland.org	Brian	Gandy	Senior Project Manager	(970) 962-3760
Wellington Water Storage Tank Improvements	Town of Wellington	jonesdl@wellingtoncolorado.gov	DJ	Jones	Water Treatment Superintendent Public Works Department	970-568-0447 X400
Johnstown Central Sewer Ph. 1 Lift Station	Connell Resources, Inc.	phunt@connellresources.com	Paul	Hunt	Estimator/Project Manager	970-223-3151
Gunnison Septage/Bulk Water Fill Station Improvements	JVA, Inc	tsoell@jvaiva.com	Thomas	Soell	President	877-444-1951
PAR 1396 Primary Clarifier Cover Replacement	Metro Water Recovery	JTrujillo@MetroWaterRecovery.com	Jenny	Trujillo	Senior Engineer	(303) 286-3000
Granby Solids Handling Improvements	Granby Sanitation District	opsuper@granbysanitation.com	Andrew	Becker	Operations Superintendent	970-887-2052
Water Treatment Plant Piping Improvements	Plummer	jpaiz@plummer.com	Julian	Paiz	Lead Engineer	(505) 795-2724
Water Treatment Plant Piping Improvements	WSI	Jgrauer@wsicolorado.com	Jochen	Grauer	Plant Manager	(970) 262-0217
Fruita Kingsview Lift Station	City of Fruita	tanderson@fruita.org	Terry	Anderson	Plant Superintendent	(970) 858-4081
Trilby 6MG Tank	Fort Collins/Loveland Water District	cm Medina@fclwd.com	Carlos	Medina	Civil Engineer III	970-226-3104
Loveland 29th Street Lift Station Improvements	City of Loveland	brian.gandy@cityofloveland.org	Brian	Gandy	Senior Project Manager	(970) 962-3760
Denver Water Reservoir Aeration	Carollo Engineers Colorado	jgarside@carollo.com	Jason	Garside	Vice President	(303) 717-2907
Denver Water Reservoir Aeration	Denver Water	lars.ellingson@denverwater.org	Lars	Ellingson	Senior Treatment Engineer / Design Project Manager	303-893-2444
Denver Water Reservoir Aeration	Denver Water	Daniel.babyak@denverwater.org	Daniel	Babyak	Project Manager	(303) 893-2444
Fruita H2 Mitigation	City of Fruita	tanderson@fruita.org	Terry	Anderson	Plant Superintendent	(970) 858-4081
Kremmling Water Treatment Plant Improvements	Town of Kremmling	manager@townofkremmling.org	Jen	MacPherson	Town Manager	970-724-3249
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Town of Windsor	dmarkham@windsorgov.com	Dennis	Markham	WWTF Superintendent	(970) 686-2144
SCWTA Filters 5-8 Improvements & Backup Generator	DITESCO, LLC	bill.renz@ditescoservices.com	Bill	Renz	Director PMCM	970-219-0157
Bus Barn and Taft Lift Station Improvements	City of Loveland	brian.gandy@cityofloveland.org	Brian	Gandy	Senior Project Manager	(970) 962-3760
Wellington Water Treatment Plant Expansion	Town of Wellington	ewertna@wellingtoncolorado.gov	Nathan	Ewert	Deputy Director of Public Works	(970) 473-0014
Longview Pump Station	Fort Collins/Loveland Water District	cm Medina@fclwd.com	Carlos	Medina	Civil Engineer III	970-226-3104
Hazeltine Pump Station Heavy Civil	Denver Water	Daniel.babyak@denverwater.org	Daniel	Babyak	Project Manager	(303) 893-2444
Green Ridge Glade 18" HDPE Bypass	City of Loveland	brian.gandy@cityofloveland.org	Brian	Gandy	Senior Project Manager	(970) 962-3760
Boyd Lake Chemical Building	City of Greeley	pchampion@enganalytics.com	Peter	Champion	Project Water Resources Engineer (formerly with the City of Greeley)	(970) 488-3111



Table 3a–Proposed Project Managers

Name of Organization		Hensel Phelps Construction Co.	
Primary Candidate			
Name of individual		Jonathan Powanda	
Years of experience as project manager		14 Years	
Years of experience with this organization		1.3 Years	
Number of similar projects as project manager		6 Projects	
Number of similar projects in other positions		9 Projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Hazeltine Pump Station			08/26
Snake River WWTP Nitrification/ Denitrification Expansion			04/27
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Daniel Babyak	Name	Jochen Grauer
Title/Position	Project Manager	Title/Position	President
Organization	Denver Water	Organization	WSI
Telephone	(303) 893-2444	Telephone	970.262.0217
Email	Daniel.babyak@denverwater.org	Email	Jgrauer@wsicolorado.com
Project	Hazeltine Pump Station	Project	Hamilton Dillon Valley WTP Piping
Candidate's role on project		Candidate's role on project	Project Manager
Alternate Candidate not applicable			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	



Table 3b—CMAR Services Managers

Name of Organization		Hensel Phelps Construction Co.	
Primary Candidate			
Name of individual		Jonathan Powanda	
Years of experience as CMAR Services manager		14 Years	
Years of experience with this organization		1.3 Years	
Number of similar projects as CMAR Services manager		6 Projects	
Number of similar projects in other positions		9 Projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Hazeltine Pump Station			08/26
Snake River WWTP Nitrification/ Denitrification Expansion			04/27
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Daniel Babyak	Name	Jochen Grauer
Title/Position	Project Manager	Title/Position	President
Organization	Denver Water	Organization	WSI
Telephone	(303) 893-2444	Telephone	970.262.0217
Email	Daniel.babyak@denverwater.org	Email	Jgrauer@wsicolorado.com
Project	Hazeltine Pump Station	Project	Hamilton Dillon Valley WTP Piping
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Alternate Candidate not applicable			
Name of individual			
Years of experience as CMAR Services manager			
Years of experience with this organization			
Number of similar projects as CMAR Services manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	



Table 3c—Proposed Project Superintendents

Name of Organization		Hensel Phelps Construction Co.	
Primary Candidate			
Name of individual		Clay Howard	
Years of experience as project superintendent		15 Years	
Years of experience with this organization		3.5 Years	
Number of similar projects as project superintendent		7 Projects	
Number of similar projects in other positions		2 Projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Hazeltine Pump Station			08/26
Snake River WWTP Nitrification/ Denitrification Expansion			04/27
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Daniel Babyak	Name	Josh Johnson
Title/Position	Project Manager	Title/Position	Director
Organization	Denver Water	Organization	Snake River Wastewater Utility
Telephone	(303) 893-2444	Telephone	(970) 668-4272
Email	Daniel.babyak@denverwater.org	Email	josh.johnson@summitcountycolorado.gov
Project	Hazeltine Pump Station	Project	Snake River
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent
Alternate Candidate not applicable			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Table 3d—Proposed Project Safety Managers

Name of Organization	Hensel Phelps Construction Co.		
Primary Candidate			
Name of individual	Chris Lockett		
Years of experience as project safety manager	14 Years		
Years of experience with this organization	9 Years		
Number of similar projects as project safety manager	20 Projects		
Number of similar projects in other positions	2 Projects		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Chris is the Senior Safety Manager for all Water Projects.	Various	Various	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Eduardo Reyna	Name	
Title/Position	Construction Safety & Risk Mng.	Title/Position	
Organization	University of Texas	Organization	
Telephone	281-900-3398	Telephone	
Email	edreyna@utmb.edu	Email	
Project	UT Medical Branch at Galveston John	Project	
Candidate's role on project	Sealy Modernization Phase 3 Safety Manager	Candidate's role on project	
Alternate Candidate not applicable			
Name of individual			
Years of experience as project safety manager			
Years of experience with this organization			
Number of similar projects as project safety manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	



Table 3e—Proposed Project Quality Control Managers

Name of Organization		Hensel Phelps Construction Co.	
Primary Candidate			
Name of individual		Clay Howard	
Years of experience as quality control manager		15 Years	
Years of experience with this organization		3.5 Years	
Number of similar projects as quality control manager		7 Projects	
Number of similar projects in other positions		2 Projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Hazeltine Pump Station			08/26
Snake River WWTP Nitrification/ Denitrification Expansion			04/27
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Daniel Babyak	Name	Josh Johnson
Title/Position	Project Manager	Title/Position	Director
Organization	Denver Water	Organization	Snake River Wastewater Utility
Telephone	(303) 893-2444	Telephone	970-668-4272
Email	Daniel.babyak@denverwater.org	Email	josh.johnson@summitcountycolorado.gov
Project	Hazeltine Pump Station	Project	Snake River
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent
Alternate Candidate not applicable			
Name of individual			
Years of experience as quality control manager			
Years of experience with this organization			
Number of similar projects as quality control manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	



Table 4 - Project Information for Key Personnel

Table 4—Project Information for Key Personnel

Name of Organization		Hensel Phelps					
Provide information on all projects completed by the Organization within the last 5 years							
Project Owner	Snake River Wastewater Utility			Project Name		Nitrification/Denitrification	
General Description of Project:		treatment facility improvements					
Project Budget and Schedule Performance							
Budget History	Amount	% of Contract	Schedule Performance			Date	Days
Original Contract Price	\$17,647,716	100%	Notice to Proceed			10/24	
Change Orders	0		Contract Substantial Completion Date at Notice to Proceed				
Owner Enhancements			Contract Final Completion Date at Notice to Proceed				
Unforeseen Conditions			Change Order Authorized Substantial Completion Date				
Design Issues			Change Order Authorized Final Completion Date				
Total			Actual / Estimated Substantial Completion Date			04/27	
Final Cost	\$17,647,716 to date		Actual / Estimated Final Completion Date			04/27	
Key Project Personnel							
Name	Project Manager	CMAR Services Manager	Project Superintendent	Safety Manager	Quality Manager	[Other Position]	
Percentage of time devoted to the project.	Jonathan Powanda	N/A	Clay Howard	Chris Lockett	Clay Howard		
Percentage of time proposed for this Project.	50%		50%	Varies	50%		
Did Individual start and complete the project?	Yes		Yes	Yes	Yes		
If not, who started or completed the project?							
Reason for change?							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name	Title/Position	Organization	Telephone	Email		
Owner	Josh Johnson	Director	Snake River WW Utility	(970) 668-4272	josh.johnson@summitcountyco.gov		
Designer	N/A						
Owner's Advisor							
Surety							
Issues / disputes resolved or pending resolution by arbitration, litigation, or dispute review boards							
Number of issues resolved	0	Total amount involved in resolved issues	0	Number of issues pending	0	Total amount involved in issues pending	0



Table 4 - Project Information for Key Personnel

Table 4–Project Information for Key Personnel

Name of Organization		Hensel Phelps					
Provide information on all projects completed by the Organization within the last 5 years							
Project Owner	Dillon Valley & Hamilton Creek Metropolitan			Project Name	WTP Coagulation Process Improvements & Piping Improvements		
General Description of Project:		piping improvements					
Project Budget and Schedule Performance							
Budget History	Amount	% of Contract	Schedule Performance		Date	Days	
Original Contract Price	\$407,000	100%	Notice to Proceed		08/24		
Change Orders	1 - \$5k for additional pipe supports		Contract Substantial Completion Date at Notice to Proceed				
Owner Enhancements			Contract Final Completion Date at Notice to Proceed				
Unforeseen Conditions			Change Order Authorized Substantial Completion Date				
Design Issues			Change Order Authorized Final Completion Date				
Total			Actual / Estimated Substantial Completion Date		01/25		
Final Cost	\$412,000		Actual / Estimated Final Completion Date		01/25		
Key Project Personnel							
Name	Project Manager	CMAR Services Manager	Project Superintendent	Safety Manager	Quality Manager	[Other Position]	
Percentage of time devoted to the project.	Jonathan Powanda			Chris Lockett			
Percentage of time proposed for this Project.	100%	N/A		Varied			
Percentage of time proposed for this Project.	Yes			Yes			
Did Individual start and complete the project?							
If not, who started or completed the project?							
Reason for change?							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name	Title/Position	Organization	Telephone	Email		
Owner	Jochen Grauer	Plant Manager	WSI	(970) 262-0217	jgrauer@wsicolorado.com		
Designer	Julian Paiz	Lead Engineer	Plummer	(505) 795-2724	jpaiz@plummer.com		
Owner's Advisor							
Surety							
Issues / disputes resolved or pending resolution by arbitration, litigation, or dispute review boards							
Number of issues resolved	0	Total amount involved in resolved issues	0	Number of issues pending	0	Total amount involved in issues pending	0

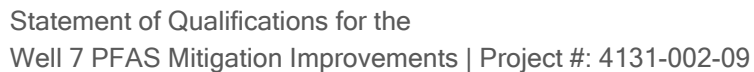


Table 5–Demonstration of Budget Performance

Please see attached.

PLUMMER ASSOCIATES, INC.
4131-002-09

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OCTOBER 2022

Table 5 - Demonstration of Budget Performance

Project Name	Original Contract Value	Final Contract Value	Delivery Method	Contract Type	Completion Date	Total Change Order Count	Change Order Reasons
Drake Water Reclamation Facility Sidestream Phosphorus Treatment	\$ 3,863,584.00	\$ 3,709,962.00	APDS	COW + Fixed Fee	10/31/2020	2	Change Order 1 - Time extension due to equipment delivery delays, Change Order 2 – \$153,622 Deduct (Final cost savings generated during construction)
DWRF - Carbon Addition Phase I	\$ 1,198,554.00	\$ 1,117,754.00	APDS	COW + Fixed Fee	02/11/2020	4	Change Order 1, 2, 3 - Time extension because Owner suspended project due to COVID-19, Change Order 4 - \$141,323 Deduct (Final cost savings generated during construction)
Water Treatment Facility (WTF) Horsetooth Alternative Water Supply Project	\$ 993,093.00	\$ 993,093.00	APDS	COW + Fixed Fee	11/30/2020	0	
Green Ridge Glade 18” HDPE Bypass	\$ 1,870,704.00	\$ 2,043,380.00	CM at Risk	GMP	02/28/2023	5	Change Orders 1, 2, 3, 4, 5 - Owner added scope
Boyd Lake WTP LOX Storage and Lake Aeration Project	\$ 2,267,318.00	\$ 2,267,318.00	CM at Risk	GMP	03/25/2021	0	
Drake Water Reclamation Facility Cogeneration System Project	\$ 3,240,973.00	\$ 3,148,446.00	APDS	COW + Fixed Fee	03/25/2021	3	Change Orders 1, 2 - Owner added scope, Change Order 3 - \$92,527 Deduct (Final cost savings due to reduction in structural excavation and electrical contingency funds not being used)
Boyd Lake Chemical Building	\$ 5,701,066.00	\$ 5,700,000.00	CM at Risk	GMP	05/18/2022	0	
SFCSD - Phase 1 Water Reclamation Facility Expansion & Improvements	\$ 35,546,423.00	\$ 35,307,219.00	CM at Risk	GMP	02/28/2022	5	Change Order 1,2 - Time extension for Owner added scope, Change Order 3 - Owner added scope, Change Order 4 - COVID-19 time extension, Change Order 5 - \$239,205 Deduct (Final cost savings generated during construction)
Johnstown Central Sewer Ph. 1 Lift Station	\$ 3,298,790.00	\$ 3,570,675.00	Design-Bid-Build (Hard Bid)	Fixed Price	04/19/2022	4	Change Order 1 - 90% Design to IFC Changes, Change Orders 2, 3, 4 - Owner added scope
Gunnison Septage/Bulk Water Fill Station Improvements	\$ 356,555.00	\$ 356,555.00	CM at Risk	GMP	04/30/2022	0	
Bellvue Backwash Pumps	\$ 1,692,297.00	\$ 1,562,470.00	CM at Risk	GMP	08/01/2022	1	Change Order 1 - \$129,863 Deduct (Final cost savings due to unused contingency)
Bus Barn and Taft Lift Station Improvements	\$ 1,492,000.00	\$ 1,492,000.00	Design-Bid-Build (Hard Bid)	Fixed Price	04/30/2023	0	
Loveland 29th Street Lift Station Improvements	\$ 957,213.00	\$ 957,213.00	CM at Risk	GMP	05/10/2023	2	Change Order 1 - NTP Amendment, Change Order 2 - Time extension
FCWTF Filters 605, 606, 608 Rehab	\$ 1,104,591.00	\$ 1,115,735.00	CM at Risk (CM/GC)	GMP	05/11/2023	1	Change Order 1 - Owner added scope
Boyd Lake Water Treatment Plant Alum Building	\$ 1,782,318.00	\$ 1,780,105.00	CM at Risk	GMP	06/01/2023	1	Change Order 1 - \$2,213 Deduct (Final cost savings due to unused contingency)
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	\$ 16,692,646.00	\$ 16,414,144.00	CM at Risk	GMP	07/15/2023	2	Change Order 1 - Early Work Procurement, Change Order 2 - \$278,502 Deduct (Final cost savings from unused contingency funds)
Fruita Removable Aeration System	\$ 1,225,468.00	\$ 1,026,606.00	CM at Risk	GMP	11/01/2023	1	Change Order 1 - \$198,862 Deduct (Final cost savings generated during construction)
Fruita H2 Mitigation	\$ 2,046,011.00	\$ 1,836,041.00	CM at Risk	GMP	12/12/2023	2	Change Order 1 - Time extension, Change Order 2 - \$209,970 Deduct (Final cost savings due to unused contingency)
Granby Solids Handling Improvements	\$ 7,696,518.00	\$ 7,817,768.00	CM at Risk	GMP	01/31/2024	3	Change Orders 1, 2 - Time extension, Change Order 3 - Owner added scope
Johnstown North Sewer Expansion Phase I	\$ 5,121,572.00	\$ 5,201,709.00	Design-Bid-Build (Hard Bid)	Fixed Price	02/29/2024	7	Change Orders 1, 3, 4 - Design changes, Change Order 2 - Permit Fees, Change Orders 5, 6, 7 - Electrical change
Fort Collins Water Treatment Plant Filters 603 & 604	\$ 889,149.00	\$ 906,414.00	CM at Risk (CM/GC)	GMP	04/01/2024	1	Change Order 1 - Owner added scope
SCWTA Filters 5-8 Improvements & Backup Generator	\$ 1,866,074.00	\$ 2,113,872.00	CM at Risk	GMP	06/14/2024	3	Change Order 1 - Owner added scope, Change Orders 2, 3 -Time extension, including additional General Conditions
Boulder WRRF Secondary Clarifier Rehab	\$ 2,052,167.00	\$ 1,942,821.00	CM at Risk (CM/GC)	GMP	06/15/2024	1	Change Order 1 - \$109,346 Deduct (Final cost savings generated during construction)
Wellington Water Storage Tank Improvements	\$ 1,318,161.00	\$ 1,361,823.00	CM at Risk	GMP	06/30/2024	3	Change Order 1, 2 - Additional repairs, Change Order 3 - \$26,932 (Final cost savings generated during construction)
PAR 1396 Primary Clarifier Cover Replacement	\$ 4,988,000.00	\$ 5,860,776.00	Design-Bid-Build (Hard Bid)	Fixed Price	08/22/2024	10	Change Order 1 - Design load revision, Change Order 2 - Time extension, Change Orders 3 -> 10 - Owner added repairs
Eastside Lift Station Improvements	\$ 625,000.00	\$ 641,422.00	Design-Bid-Build (Hard Bid)	Fixed Price	09/26/2024	3	Change Order 1 - VFD upsizing, Change Orders 2, 3 - Owner added scope
Wellington Water Treatment Plant Expansion	\$ 1,632,839.00	\$ 35,209,351.00	CM at Risk	GMP	10/31/2024	4	Change Order 1 - Construction GMP, Change Orders 2, 3 - Time adjustments, Change Order 4 - \$754,744 (Final cost savings generated during construction)
PAR 1416 Tertiary Effluent Cooling Temperature	\$ 547,275.00	\$ 517,706.00	CM at Risk	GMP	10/31/2024	1	Change Order 1 - Owner cancelled the project due to CDPHE potential regulation changes
SFCSD Orbal Replacement	\$ 4,561,739.00	\$ 3,582,923.00	CM at Risk	GMP	04/01/2025	1	Change Order 1 - \$978,816 Deduct (Final cost savings from unused contingency)
DWRF Final Clarifier Replacement North Process Train	\$ 3,833,742.00	\$ 3,601,564.00	CM at Risk (CM/GC)	GMP	07/09/2025	3	Change Orders 1, 2 - Time extension, Change Order 3 - \$232,178 Deduct (Final cost savings from unused contingency)
Water Treatment Plant Piping Improvements & Coagulation Process Improvements	\$ 407,000.00	\$ 412,000.00	CM at Risk (CM/GC)	CM at Risk (CM/GC)	01/06/2025	1	Change Order 1 - additional pipe supports
Avon Drinking Water Facility Control System Upgrades	\$ 2,278,928.00	\$ 3,871,160.00	CM at Risk (CM/GC)	GMP	08/01/2025	12	Change Orders 1, 3, 4, 5, 7, 8, 9, 10, 11 - Owner scope changes, Change Orders 2, 6, 12 - Time extension & close out

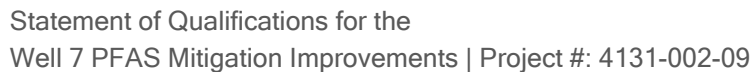


Table 6--Demonstration of On-Time Performance Please see attached

PLUMMER ASSOCIATES, INC.
4131-002-09

ECCO® QMAR-210, Statement of Qualifications—Construction Manager at Risk Series.

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BID SET
OCTOBER 2022

Table 6 - Demonstration of On-time Performance

Project Name	Client Name	Construction Scheduled	Construction Modified	Construction Actual	Schedule Difference Reasons
		Substantial Completion Date	Substantial Completion Date	Substantial Completion Date	
Fruita Removable Aeration System	City of Fruita	11/01/2023	11/01/2023	11/01/2023	This project was completed on time.
Granby Solids Handling Improvements	Granby Sanitation District	11/30/2023	01/31/2024	01/31/2024	The project was pushed out due to weather delays - dry weather was necessary to complete specific punchlist items.
Boyd Decant Pump	City of Greeley	12/01/2021	12/01/2021	12/01/2021	The project was completed on time.
PAR 1396 Primary Clarifier Cover Replacement	Metro Water Recovery	12/31/2023	08/22/2024	08/22/2024	The owner added scope to the job.
Gunnison Septage/Bulk Water Fill Station Improvements	City of Gunnison	04/30/2022	04/30/2022	04/30/2022	The project was completed on time.
					The electrical gear suffered two delays which caused the schedule to extend an additional two months from the original completion date.
Johnstown Central Sewer Ph. 1 Lift Station	Connell Resources, Inc.	02/20/2022	04/19/2022	04/19/2022	The electrical subcontractor was selected early in the next lift station project allowing the electrical subcontractor to procure the electrical gear as part of an early procurement contract.
Boulder WRRF Secondary Clarifier Rehab	City of Boulder	02/01/2023	06/15/2024	06/15/2024	
Boyd Lake Chemical Building	City of Greeley	10/25/2021	10/25/2021	10/25/2021	The project was completed on time.
Wellington Water Storage Tank Improvements	Town of Wellington	06/30/2024	06/30/2024	06/30/2024	The project was completed on time.
FCWTF Filters 605, 606, 608 Rehab	City of Fort Collins	04/30/2022	05/11/2023	05/11/2023	
					Owner added several projects onto the scope towards the end of the project as a result of the \$1M in cost savings generated during construction. This added scope included a final buildout of the existing Headworks building, overall site paving and site drainage rehab, site security and a bulk ferric addition.
SFCSD - Phase 1 Water Reclamation Facility Expansion & Improvements	South Fort Collins Sanitation District	12/31/2020	12/31/2021	02/28/2022	
Johnstown North Sewer Expansion Phase I	City of Johnstown	02/29/2024	02/29/2024	02/29/2024	The project was completed on time.
Tertiary Effluent Cooling Tower	Metro Water Recovery	04/30/2024	10/31/2024	10/31/2024	The owner added scope.
Boyd Lake Water Treatment Plant Alum Building	City of Greeley	12/31/2022	06/01/2023	06/01/2023	
Water Treatment Facility (WTF) Horsetooth Alternative Water Supply Project	City of Fort Collins	01/15/2020	11/30/2020	11/30/2020	Changes to the design.
DWRF Final Clarifier Replacement North Process Train	City of Fort Collins	05/01/2024	07/09/2025	07/09/2025	The completion date was pushed due to a delay in the delivery of the pump, which the city sourced themselves.
Tri-Lakes Headworks	Tri-Lakes Wastewater Treatment Facility (TL	11/01/2025	11/01/2025	11/01/2025	The project was completed on time.
Eastside Lift Station Improvements	City of Loveland	05/31/2024	09/26/2024	09/26/2024	The owner added scope.
SFCSD Orbal Replacement	South Fort Collins Sanitation District	04/01/2025	04/01/2025	04/01/2025	The project was completed on time.
Green Ridge Glade 18” HDPE Bypass	City of Loveland	01/31/2021	02/28/2023	02/28/2023	The owner added scope.
Water Treatment Plant Piping Improvements & Coagulation Process Improvements	Dillon Valley/Hamilton Creek Metropolitan I	01/06/2025	01/06/2025	01/06/2025	The project was completed on time.
Wellington Water Treatment Plant Expansion	Town of Wellington	12/22/2021	10/31/2024	10/31/2024	The project was completed on time.
					The project experienced several delays in equipment delivery and the owner also added miscellaneous scope to the job that pushed out the schedule.
Bus Barn and Taft Lift Station Improvements	City of Loveland	10/31/2022	04/30/2023	04/30/2023	
FC-Loveland Emergency Services	City of Fort Collins	03/31/2021	03/31/2021	03/31/2021	The project was completed on time.
	SOLDIER CANYON WATER TREATMENT AUTHORITY				
SCWTA Filters 5-8 Improvements & Backup Generator		06/14/2024	06/14/2024	06/14/2024	The overall MSA contract is from 8/23-8/28. This TO was completed on time.
Windsor Wastewater Treatment Facility - Biosolids Management Improvements	Town of Windsor	03/31/2023	07/15/2023	07/15/2023	The reason for the delay was due to the electrical utility provider procuring the new transformer.
Kremmling Water Treatment Plant Improvements	Town of Kremmling	08/01/2025	08/01/2025	08/01/2025	The project was completed on time.
Boyd Lake WTP LOX Storage and Lake Aeration Project	City of Greeley	03/25/2021	03/25/2021	03/25/2021	The project was completed on time.
Fruita H2 Mitigation	City of Fruita	09/30/2023	12/12/2023	12/12/2023	Changes to the design.
Bellvue Backwash Pumps	City of Greeley	08/01/2022	08/01/2022	08/01/2022	The project was completed on time.
Denver Water Reservoir Aeration	Denver Water	11/13/2025	11/13/2025	11/13/2025	The project was completed on time.
					Delay was due to delayed functional testing on the gensets provided by Woodward, Inc. which required rescheduling the final biogas conditioning checks. Additional time was added for the added design and modifications to the Hot Water system.
Drake Water Reclamation Facility Cogeneration System Project	City of Fort Collins	11/20/2020	03/25/2021	03/25/2021	
Loveland 29th Street Lift Station Improvements	City of Loveland	10/01/2022	05/10/2023	05/10/2023	
Avon Drinking Water Facility Control System Upgrades	Upper Eagle Regional Water Authority	12/18/2023	08/01/2025	08/01/2025	The project scheduled was extended due to a change order to fix an issue with the design of the HVAC system.
Fruita Kingsview Lift Station	City of Fruita	07/02/2025	07/02/2025	07/02/2025	The project was completed on time.
Water Treatment Plant Piping Improvements	Dillon Valley	11/22/2024	11/22/2024	11/22/2024	The project was completed on time.
Fort Collins Water Treatment Plant Filters 603 & 604	City of Fort Collins	04/01/2024	04/01/2024	04/01/2024	The project was completed on time.

STATEMENT OF QUALIFICATIONS - Table 7

Name of Organization	General Scope of Services	Project Names of Up to Three Projects Performed with the Proposer	Project Names of Up to Two Projects Performed with the Owner
Triangle Electric	ELECTRICAL	Granby Sanitation Distric Solids Handling Kremling WTP Improvements Snake River WWTF Process Efficiency Improvements	Frisco Median Panel Replacement Frisco Well #7 PRA Improvements
Browns Hill	INTEGRATION	See attached statement of qualifications	See attached statement of qualifications
Horizon Mechanical	HVAC	Kremling Water Treatment Plant Trilby Tank Ft. Collins Water District Airport Pump	Frisco Headworks Copper Mountain WWTP

REQUEST FOR PROPOSALS CONSTRUCTION MANAGER AT RISK SERIES

ARTICLE 1—REQUEST FOR PROPOSALS

- 1.01 The **Town of Frisco** (Owner) will receive Statements of Qualifications and Proposals from prospective Construction Managers at Risk (Proposers) for the following Project:

**Well 7 PFAS Mitigation Improvements
4131-002-09**

- 1.02 Using the methodology stated in the Request for Qualifications.
- 1.03 Proposers are required submit Proposals and Statements of Qualifications to be considered for an award of the CMAR Contract.
- 1.04 Owner reserves the right to amend this Request for Proposals based on new information or other relevant factors.
- 1.05 This project anticipates funding from the Colorado State Revolving Fund (SRF) loan program. Proposer's attention is called to the SRF requirements in the bid package. Disadvantaged Business Enterprise (DBE) requirements and goals are included. Also, certified DBEs or a consortium of certified DBEs are encouraged to bid.

ARTICLE 2—EXAMINATION OF THE PROPOSAL DOCUMENTS AND THE SITE

- 2.01 In preparing the Proposal, each Proposer must thoroughly examine the Proposal Documents made available to all prospective Proposers as outlined in the Request for Qualifications of the CMAR selection process, and all duly issued Addenda.
- 2.02 Proposer is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. A Site visit is scheduled for **October 16, 2025, 10:00 am local time, at 612 Recreation Way Frisco, CO 80443**. Maps to the Site will be made available upon request. Proposers are required to arrange their own transportation to the Site. All access to the Site other than during this scheduled Site visit must be coordinated through the Owner's Advisor.
- 2.03 Interpretations and Addenda
- A. Owner on its own initiative may issue Addenda to clarify, correct, modify, supplement, or change the Proposal Documents.
 - B. Proposer must submit all questions about the meaning or intent of the Proposal Documents to Engineer in writing. Submit questions formally via online advertisement platform; questions submitted via email, phone, or other informal means will not be answered. **The deadline for questions is November 3, 2025, 5:00pm local time.** Questions received after this date may not be answered.
 - C. Responses to questions will be posted to the online platform. Responses to questions do not modify or supplement the Proposal Documents, including any draft Contract Documents, unless set forth in an Addendum that expressly modifies or supplements such documents. Any response that requires a modification or supplementation of the Proposal Documents, including any draft Contract Documents, will be made by Addendum posted on the

designated website. Owner will not be responsible for any explanations or interpretations other than those posted.

ARTICLE 3—COMPENSATION FOR CMAR SERVICES

3.01 CMAR Services

- A. Each Proposer must provide a price for providing Basic CMAR Services as described in EJCDC® CMAR-525, Agreement between Owner and Construction Manager at Risk (2023), Exhibit A—Scope of CMAR Services.
- B. CMAR Additional Services—Each Proposer must provide a price for providing additional CMAR Services, if authorized by the Owner, as described in EJCDC® CMAR-525, Agreement between Owner and Construction Manager at Risk (2023), Exhibit A—Scope of CMAR Services.
- C. CMAR Special Services—Compensation for Special CMAR Services, if authorized by a Contract Amendment issued by the Owner, will be set forth in the Contract Amendment for these services. Price will be based on hourly Billing Rates set forth in the Proposal. The amount for the Contingency Allowance for CMAR Special Services presented in the Proposal is determined by multiplying the percentage prescribed for CMAR Special Services in the Proposal times the sum of the prices for Basic CMAR Services and Additional CMAR Services.
- D. Hourly rates for providing CMAR Services are to include all costs, expenses, overhead, profit and mark-ups associated with providing these services. The Proposal will indicate whether the price requested by Owner is a lump sum amount for the Preconstruction Basic and Additional Services, or a not-to-exceed (maximum) amount for such services. Compensation will be based on the hours proposed for each task and the offered hourly Billing Rates indicated in the Proposal.

ARTICLE 4—ESTIMATED GUARANTEED MAXIMUM PRICE

4.01 Consideration of Costs and other Factors

- A. Consideration will be given to the estimated cost for constructing the Project in determining the Proposer to which an award of the CMAR Contract will be made. Owner will consider the Estimated Guaranteed Maximum Price (Estimated GMP) calculated using the Owner's Estimated Cost of the Work and the following factors:
 - 1. Construction Support Costs as described in Paragraph 4.02.
 - 2. The CMAR Fee as described in Paragraph 4.03.
 - 3. CMAR Contingency Allowance as described in Paragraph 4.04.
- B. In addition to the estimated cost to construct the Project, the Owner will consider the qualifications of each Proposer, the research and investigation into information presented in the Statement of Qualifications conducted by Owner and its representatives; and information from interviews, all as more thoroughly described in the RFQ.

4.02 Construction Support Costs

- A. Construction Support Costs (sometimes referred to as “General Conditions” costs) are those costs associated with or in support of the construction of the Work, but not directly related

to specific construction tasks and activities such as furnishing and installing materials and equipment (such specific tasks and activities are Costs of the Work, as defined in the Agreement, Article 8, and are compensated separately from Construction Support Costs).

B. CMAR is to propose prices for Construction Support Costs as follows:

1. Fixed Construction Support Costs—The fixed costs are Construction Support Costs that are one-time expenditures and do not vary with Project duration. The detailed tabulation of Fixed Construction Support Cost is to be included in the Proposal, Table-3. Proposer will state a stipulated price (lump sum amount) as full compensation for all fixed Construction Support Costs.
2. Time Sensitive Construction Support Costs— The Time Sensitive Construction Support Costs are those Construction Support Costs that will vary with the Project duration. Proposer will determine a stipulated price (lump sum amount) for Time Sensitive Construction Support Costs based on the Project duration stated in the Proposal form. The detailed tabulation of time variable Construction Services Cost is shown in the Proposal Exhibit A, Table-4.
3. Construction Support Cost Extended Rate—Calculate a daily Construction Support Cost Extended Rate by dividing the stipulated price (lump sum amount) for Time Sensitive Construction Support Costs by the number of days between the date of the Notice to Proceed and the stipulated date for Final Completion in Proposal Exhibit A, ~~Table-1~~ Table-4. This rate will be used to determine the amount paid for Time Sensitive Construction Support Costs as compensation for Construction Support Costs for changes in the scope of the Work and compensable delays, if any.

4.03 CMAR Fee on the Cost of the Work

- A. In the place indicated in Proposal Exhibit A, Table-1 the Proposer will propose a stipulated amount that will be the CMAR Fee for the Project.

4.04 Construction Manager at Risk Contingency Allowance

- A. Each Proposer will include its proposed CMAR Contingency Allowance in the Proposal form. The amount of the CMAR Contingency Allowance is the percentage of the Cost of Work shown in Proposal Exhibit A, Table-1. Use of the CMAR Contingency allowance is subject to the provisions of Paragraph 8.01 of the Agreement. The percentage assumes that the Design Documents will be at the **final design** when the GMP for the project will be set, subject to any increases in the GMP made in accordance with the CMAR Contract.
- B. The amount of the CMAR Contingency Allowance is the percentage of the Cost of Work shown in Proposal Exhibit A, Table-1. Use of the CMAR Contingency allowance is subject to the provisions of Paragraph 8.01 of the Agreement.

ARTICLE 5—TIME OF COMPLETION

- 5.01 The Contract Times will be **580 days**. The Guaranteed Maximum Price and for Work Authorizations shall reflect the established Contract Times.

ARTICLE 6—PROPOSAL SECURITY

6.01 Proposal Security

- A. A Proposal must be accompanied by a Proposal Bond in an amount equal to five percent of Proposer's Estimated Guaranteed Maximum Price. The Proposal Bond must be issued by the surety that will subsequently provide Performance and Payment Bonds. Use the Proposal Bond form included in the Procurement Documents.
- B. The Proposal security of the apparent successful Proposer will be retained until Owner (1) awards the CMAR Contract to such Proposer, and such Proposer enters into the CMAR Contract, and (2) Owner issues the first Work Authorization to the CMAR, and CMAR has signed the Work Authorization and furnished the required Performance and Payment Bonds. If the apparent successful Proposer fails to enter into the CMAR Contract which has been awarded, or CMAR fails to execute and sign the Work Authorization and furnish the required Performance and Payment Bonds within 15 days, then Owner may consider such Proposer (CMAR) to be in default and the Proposal security of that Proposer will be forfeited (and when applicable Owner may terminate the CMAR Contract).
- C. The Proposal security of other Proposers may be retained by Owner until the apparent successful Proposer has entered into the CMAR Contract. At that point, the Proposal security of the unsuccessful Proposers becomes void.

ARTICLE 7—PREPARATION OF THE PROPOSAL

- 7.01 Prepare the Proposal using the Proposal form and its Exhibit A that accompanies this Request for Proposals. Electronic versions of the Proposal form and Exhibit, with possible modifications, will be made available to each Proposer listed in Paragraph 1.02.
- 7.02 Complete each line in the Proposal form and its Exhibit A. Verify that the mathematical calculations are correct.
- 7.03 Acknowledge the receipt of Addenda, if any, by completing the Receipt of Addenda Table in Paragraph 2.01 of the Proposal.
- 7.04 Sign the Proposal in Paragraph 5.01.
- 7.05 Obtain and include the required Proposal Security in the form of the Proposal Bond.
- 7.06 **The following certifications must be completed and submitted by the Proposers:**
 - A. **CMAR-422 Exhibit B Suspension and Debarment Certification Form.**
 - B. **CMAR-422 Exhibit C DBE 6100-3 Form.**
 - C. **CMAR-422 Exhibit D 6100-4 Form.**

ARTICLE 8—SUBMITTAL OF PROPOSALS

- 8.01 Owner will receive Proposals electronically **by email sent to Ryan Thompson at RyanT@townoffrisco.com** until **November 13, 2025 at 1:00 pm** local time. After that time, Owner will no longer accept Proposals.
- 8.02 The Proposals submitted by authorized means by the date and time specified above will be opened and read publicly.

ARTICLE 9—MODIFICATION AND WITHDRAWAL OF PROPOSAL

- 9.01 An unopened Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals. Upon receipt of such notice, the unopened Proposal will be returned to the Proposer.
- 9.02 If a Proposer wishes to modify its Proposal prior to Proposal opening, Proposer must withdraw its initial Proposal in the manner specified in Paragraph 9.01 and submit a new Proposal prior to the date and time for the receipt of Proposals.
- 9.03 If within 24 hours after Proposals are opened any Proposer files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Proposal, the Proposer may withdraw its Proposal, and the Proposal security will be returned.

ARTICLE 10—OPENING OF PROPOSALS

- 10.01 Proposals will be opened at the time and place indicated in the Request for Proposals and, unless obviously non-responsive, read aloud publicly.

ARTICLE 11—EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

- 11.01 Proposals will be evaluated on the basis of the Estimated Guaranteed Maximum Price, with points awarded when comparing the offered Estimated Guaranteed Maximum Price of each Proposer to the lowest amount offered.
- 11.02 Points awarded on the basis of the Estimated Guaranteed Maximum Price will be added to points awarded from evaluations of the Statements of Qualifications to determine the ranking of Proposers. Points awarded on Qualifications presented may be adjusted based on additional information gained by the Owner when evaluating Proposals.
- 11.03 Owner reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. Owner also reserves the right to waive all minor Proposal informalities not involving price, time, or changes in the Work.

ARTICLE 12—NEGOTIATIONS

- 12.01 Owner may choose to negotiate with the mostly highly ranked Proposer to clarify and finalize any details related to the Proposal, scope of services, or other factors. If Owner and highest ranked Proposer are unable to reach a mutual agreement, Owner may choose to officially close negotiations with such Proposer and open negotiations with the next most highly ranked

Proposer. Once Owner closes negotiations with a Proposer, negotiations cannot be reopened, and the offer of that Proposer will no longer be considered.

ARTICLE 13—ACCEPTANCE PERIOD

13.01 Proposal Acceptance Period

- A. This Proposal will remain subject to acceptance for **60** days after the date for receipt of Proposals, or for such longer period that Proposer may agree to in writing upon request of Owner.



Acknowledgement of Addenda

PROPOSAL—CONSTRUCTION MANAGER AT RISK SERIES

ARTICLE 1—OWNER AND PROPOSER

1.01 This Proposal is submitted for the following Project:

**Well 7 PFAS Mitigation Improvements
4131-002-09**

1.02 The undersigned Proposer agrees, if this Proposal is accepted and Owner issues an award of the CMAR Contract to Proposer, to enter into such contract, based on the proposed Contract Documents, including but not limited to the proposed Front-End Contract Documents. In such CMAR Contract the Proposer will agree to provide all CMAR Services and perform all Work as specified, indicated, and authorized, for the prices and within the times indicated in this Proposal, and in accordance with all other applicable contract terms and conditions.

ARTICLE 2—ADDENDA

2.01 Proposer hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Acknowledged by
1	10/10/25	Hensel Phelps Construction Co.
2	10/24/25	Hensel Phelps Construction Co.
3	11/05/25	Hensel Phelps Construction Co.

ARTICLE 3—PROPOSAL TABLES

3.01 The following tables, provided in Exhibit A, are to be submitted with the Proposal:

Table No.	Table Title
1	Estimated Guaranteed Maximum Price
2	Compensation for CMAR Services
3	Basis of Compensation for Fixed Construction Support Costs
4	Basis of Compensation for Time Sensitive Construction Support Costs

ARTICLE 4—PROPOSER'S REPRESENTATIONS AND CERTIFICATIONS

4.01 Proposer's Representations

A. In submitting this Proposal, Proposer represents the following:

- Proposer has examined and carefully studied the Proposal Documents, including Addenda.
- Proposer accepts all of the terms and conditions of the Request for Qualifications and the Request for Proposals, including without limitation those dealing with the Proposal security.

3. Proposer has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
4. Proposer is familiar with all Laws and Regulations that may affect cost, progress, and performance of CMAR Services and the Work.
5. Proposer has considered the information known to Proposer itself; information commonly known to contractors doing business in the locality of the Site; and the Proposal Documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer, if selected as Construction Manager at Risk; and (c) Proposer's (Construction Manager at Risk's) safety precautions and programs.
6. Proposer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Proposal Documents.
7. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents and the written resolution thereof by Engineer is acceptable to Construction Manager at Risk.
8. The Proposal documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Proposal constitutes an incontrovertible representation by Proposer that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the CMAR Services and the Work required by the Proposal documents.

4.02 Proposer's Certifications

A. The Proposer certifies the following:

1. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal.
3. Proposer has not solicited or induced any individual or entity to refrain from competing for the award of the CMAR Contract.
4. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the CMAR Contract. For the purposes of this Paragraph 4.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Proposal process to the detriment of Owner, (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.



Article 5 - Proposal Signature

- c. Collusive practice means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, the purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

ARTICLE 5—PROPOSAL SIGNATURE

5.01 Proposer hereby submits this Proposal as set forth above:

Proposer:

Hensel Phelps Construction Co.

(typed or printed name of organization)

By:

(individual's signature)

Name:

Brian J. Penner

(typed or printed)

Title:

General Manager

(typed or printed)

Date:

11/13/2025

(typed or printed)

If Proposer is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Proposer's Contact:

Name:

Brian J. Penner

(typed or printed)

Title:

General Manager

(typed or printed)

Phone:

970.225.2211

Email:

bpenner@henselphelps.com

Address:

**77 NW Frontage Road
Fort Collins, CO 80524**

GUIDELINES FOR PREPARING PROPOSAL EXHIBIT A

Attachment A provides detailed information for each table in Exhibit A. The tables in the following Attachment A include a description of each column or designated row or cell, their related calculations, and Notes to User on the function of each. Cells shaded in light green require that the table entry be made by the Proposer. Entries made in other cells will be made by the Engineer. Cells that do not require Proposer input are typically locked to prevent accidental overwriting of equations or functions. Restrictions allow additional rows to be added as needed for Table 3 and Table 4.

Use color coding and different fonts to help provide direction on completing these tables is summarized in the following table and provides a summary of those conventions:

	No color is used in cells prepared by the Engineer.
	Light green indicates cells in which the Proposer or CMAR is to enter data, amounts or factors in the form of percentages.
	Light blue indicates that the cell includes an equation. These cells are normally protected unless changes are being made to the worksheet.
	Light purple indicates cells containing data or amounts that are transferred to Table 1.
b	Lower-case letters in blue and bold fonts indicate column designators used for instructions. These may not correspond to Excel worksheet column headings since columns may have been combined for formatting. These correspond to information provided in the tables in Attachment A.
3	Numbers in blue and bold fonts indicate row or cell designators used for instructions. These correspond to information provided in tables in Attachment A.
Table	Names of other worksheets within the workbook are in blue and bold fonts.
C a	The capital letter “C” followed by a lower-case letter in blue and bold fonts is an abbreviated designation for a Column, in this example, Column a .
R 1	The capital letter “R” followed by a number in blue and bold fonts is an abbreviated designation for a Row, in this example, Row 1 .
[]	Brackets indicate a place holder where a specific type of information is to be provided.

ATTACHMENT A—DETAILED INFORMATION FOR PROPOSAL EXHIBIT A TABLES

Table 1—Estimated Contract Price

Item	Item Title	Calculation	Notes to User
1	Compensation for CMAR Services	= Table 2, R 7	Receives amount for Total Cost for CMAR Services from Table 2—Compensation for CMAR Services.
2	Fixed Construction Support Costs	= Table 3, R 1	Receives amount for Total Fixed Construction Support Cost from Table 3—Basis of Compensation for Fixed Construction Support Cost.
3	Time Sensitive Construction Support Costs	= Table 4, R 1	Receives amount for Total Time Sensitive Construction Support Cost from Table 4—Basis of Compensation for Time Sensitive Construction Support Cost.
4	Total Construction Support Costs	(2 + 3)	Worksheet calculates Total Construction Support Costs by adding the amount for Fixed Construction Support Cost to the amount for Time Sensitive Construction Support Cost.
5	Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work prepared by the Engineer. This number is used to determine an estimated Guaranteed Maximum Price (GMP) which is included in calculating an estimated Contract Price.
6	CMAR Fee Percentage	[Enter %]	Proposer enters the proposed or negotiated CMAR Fee Percentage.
7	CMAR Fee	(5 x 6)	Worksheet calculates the amount of the CMAR Fee by multiplying the Estimated Cost of the Work times the CMAR Fee Percentage. This is the amount of CMAR Fee based on Estimated COW. Fee is earned as a percentage of the actual cost on approved Work Authorizations.
8	Cost of the Work with CMAR Fee	(5 + 7)	Worksheet calculates the amount of the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the CMAR Fee.
9	Payroll Cost—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Payroll Cost.
10	Payroll Cost—CMAR Fee Percentage	[Enter %]	Proposer enters the CMAR Fee Percentage proposed for Payroll Costs
11	Payroll Cost—CMAR Fee Amount	(9 x 10)	Worksheet calculates the CMAR Fee amount for Payroll Cost by multiplying the Estimated Cost of the Work for Payroll times its CMAR Fee Percentage.
12	Payroll Cost—Cost with CMAR Fee	(9 + 11)	Worksheet calculates Payroll Cost with CMAR Fee by adding the Estimated Cost of the Work for Payroll to the Payroll Cost CMAR Fee Amount.
13	Incorporated Equipment and Materials—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Equipment and Materials Incorporated into the Work.
14	Incorporated Equipment and Materials— CMAR Fee Percentage	[Enter %]	Proposer enters the CMAR Fee Percentage proposed or negotiated for Equipment and Materials Incorporated into the Work.

Item	Item Title	Calculation	Notes to User
15	Incorporated Equipment and Materials—CMAR Fee Amount	(13 x 14)	Worksheet calculates the CMAR Fee amount for Incorporated Equipment and Materials by multiplying the Estimated Incorporated Equipment and Materials Cost times its CMAR Fee Percentage.
16	Incorporated Equipment and Materials—Cost with CMAR Fee	(13 + 15)	Worksheet calculates Incorporated Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Incorporated Equipment and Materials to its CMAR Fee Amount.
17	Consumable Equipment and Materials Cost—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to equipment and materials consumed in construction of the Work.
18	Consumable Equipment and Materials Cost—CMAR Fee Percentage	[Enter %]	Proposer enters the CMAR Fee Percentage proposed or negotiated for equipment and materials consumed in construction of the Work.
19	Consumable Equipment and Materials Cost—CMAR Fee Amount	(17 x 18)	Worksheet calculates the CMAR Fee amount for Consumable Equipment and Materials by multiplying the Estimated Consumable Equipment and Materials Cost times its CMAR Fee Percentage.
20	Consumable Equipment and Materials Cost—Cost with CMAR Fee	(17 + 19)	Worksheet calculates Consumable Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Consumable Equipment and Materials to its CMAR Fee Amount.
21	Subcontractor Cost—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Subcontractor Cost.
22	Subcontractor Cost—CMAR Fee Percentage	[Enter %]	Proposer enters the CMAR Fee Percentage proposed or negotiated for Subcontractor Cost.
23	Subcontractor Cost—CMAR Fee Amount	(21 x 22)	Worksheet calculates the CMAR Fee amount for Subcontractor Cost by multiplying the Estimated Cost of the Work for Subcontractor Cost times its CMAR Fee Percentage.
24	Subcontractor Cost—Cost with CMAR Fee	(21 + 23)	Worksheet calculates Subcontractor Cost with CMAR Fee by adding the Estimated Cost of the Work for Subcontractor Cost to its CMAR Fee Amount.
25	Construction Equipment Cost—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Construction Equipment Cost.
26	Construction Equipment Cost—CMAR Fee Percentage	[Enter %]	Proposer enters the CMAR Fee Percentage proposed or negotiated for Construction Equipment Costs.
27	Construction Equipment Cost—CMAR Fee Amount	(25 x 26)	Worksheet calculates the CMAR Fee amount for Construction Equipment by multiplying the Estimated Cost of the Work for Construction Equipment Cost times its CMAR Fee Percentage.
28	Construction Equipment Cost—Cost with CMAR Fee	(25 + 27)	Worksheet calculates Construction Equipment Cost with CMAR Fee by adding the Estimated Cost of the Work for Construction Equipment Cost to its CMAR Fee Amount.
29	Supplemental Cost— Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Supplemental Cost.

Item	Item Title	Calculation	Notes to User
30	Supplemental Cost—CMAR Fee Percentage	[Enter %]	Proposer enters the CMAR Fee Percentage proposed or negotiated for Supplemental Costs
31	Supplemental Cost—CMAR Fee Amount	(29 x 30)	Worksheet calculates the Estimated Cost of the Work for Supplemental Cost by multiplying the Estimated Cost of the Work for Supplemental Cost times its CMAR Fee Percentage.
32	Supplemental Cost—Cost with CMAR Fee	(29 + 31)	Worksheet calculates Supplemental Cost with CMAR Fee by adding the Estimated Cost of the Work for Supplemental Cost to its CMAR Fee Amount.
33	Total Estimated Cost of the Work	Σ (9, 13, 17, 21, 25, 29)	Worksheet calculates the Total Estimated Cost of the Work by summing the Estimated Cost of the Work for each of the Cost of the Work Categories.
34	Total CMAR Fee	Σ (11, 15, 19, 23, 27, 31)	Worksheet calculates the Total CMAR Fee by summing the CMAR Fee for each of the Cost of the Work Categories.
35	Cost of the Work with CMAR Fee	Σ (12, 16, 20, 24, 28, 32)	Worksheet calculates the Total Cost of the Work with CMAR Fee by summing the Cost with CMAR Fee for each of Cost of the Work Categories.
36	Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work prepared by the Engineer. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
37	CMAR Lump Sum (stipulated) Fee	[Enter Amount]	Proposer enters the stipulated amount proposed or negotiated for CMAR Fee.
38	Cost of the Work with CMAR Fee	(36 + 37)	Worksheet calculates the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the lump sum CMAR Fee.
39	CMAR Contingency Allowance Percentage	[Enter %]	Proposer enters the proposed or negotiated percentage of the Cost of the Work to be used to calculate the CMAR Contingency Allowance.
40	Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work prepared by the Engineer. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
41	CMAR Contingency Allowance	(39 x 40)	Worksheet calculates amount of CMAR Contingency Allowance by multiplying the CMAR Contingency Allowance Percentage times the Estimated Cost of the Work.
42	Other Specific Product or Contingency Allowance	[Enter Amount]	Identify other contingency allowances proposed or negotiated to be included in the Contract Price. Contingency allowance should be restricted to use for its stated purpose. Contingency allowance amount will be adjusted based on actual cost per applicable General Condition or Supplementary Conditions provisions related to contingency allowance. Enter a description of the contingency allowance item and the amount for the contingency allowance.
43	Total CMAR and Other Contingency Allowances	(41 + 42)	Worksheet calculates Total CMAR and Other Contingency Allowances amount by adding the CMAR Contingency Allowance to other specified contingency allowances.

Item	Item Title	Calculation	Notes to User
44	Estimated Guaranteed Maximum Price	$(4 + (8 \text{ or } 35 \text{ or } 38 + 43))$	Worksheet calculates the Estimated GMP by summing the cost for Construction Support Costs, Cost of the Work with CMAR Fee, and CMAR and Other Contingency Allowances. Depending on the procedures used for calculating the CMAR Fee, Items 8, 35, or 38 may be deleted. Delete terms that appear as #REF! in the equation for 44 per the Note to User for this section.
45	Total Amount of Contract Award	$(1 + 44)$	Worksheet calculates The Total Amount of the Contract Award (amount for which Contract will be awarded) by summing the Cost for CMAR Services, the Estimated Guaranteed Maximum Price (calculated using the selected compensation method) and the Owner's Contingency Allowance.
46	Substantial Completion Days	[Enter Days]	Proposer enters the proposed or negotiated days to Substantial completion in accordance with the applicable General Condition or Supplementary Conditions provisions. If the Owner has elected to specify a time period or specific date, revise this line item accordingly.
47	Final Completion Days	[Enter Days]	Proposer enters the proposed or negotiated days to Final Completion in accordance with the applicable General Condition or Supplementary Conditions provisions. If the Owner has elected to specify a time period or specific date, revise this line item accordingly.
48	Construction Period Days	$(46 + 47)$	Worksheet calculates the Construction Period by adding the number of days to reach Substantial Completion to the number of additional days to reach Final Completion.

Table 2—Compensation for CMAR Services

Column	Column Title	Calculation	Notes to User
a	Task	[Enter Data]	Enter the Task Number (from the corresponding paragraph number) for each item in the final Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
b	Description	[Enter Data]	Enter the paragraph title for each item in the Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
c - g	Name of Provider	[Enter Data]	Proposer enters the name of each CMAR service Provider. Proposer enters the estimated number of hours for each task for each Provider in the rows below.
	Classification	[Enter Data]	Proposer enters the type of service provided by each Provider. Examples: Project Manager, CMAR Services Manager, Estimator, Scheduler etc.
	Billing Rate	[Enter Amount]	Proposer enters the hourly billing rate for each Provider. Rate is to include all fringe costs and expenses.
h	Amount	Hrs C c x Rate C c + Hrs C d x Rate C d + Hrs C e x Rate C e + Hrs C f x Rate C f + Hrs C g x Rate C g	Worksheet calculates Amount by multiplying the number of hours for each Task times the Billing Rate in the Column Titles for each Provider and totaling these to determine the total amount for each Task item.
Row	Row Title	Calculation	Comment
1	Total Cost for CMAR Preconstruction Basic Services	$\sum \text{C h}$ for Task 1.00	Worksheet calculates total for Preconstruction Basic Services.
2	Total Cost for CMAR Preconstruction Additional Services	$\sum \text{C h}$ for Task 2.00	Worksheet calculates total for Preconstruction Additional Services.
3	Total Cost for CMAR Preconstruction Services	(1 + 2)	Worksheet calculates total for Preconstruction Services.
4	Total Cost for CMAR Procurement Basic Services	$\sum \text{C h}$ for Task 3.00	Worksheet calculates total for Procurement Basic Services.
5	Total Cost for CMAR Procurement Additional Services	$\sum \text{C h}$ for Task 4.00	Worksheet calculates total for Procurement Additional Services.
6	Total Cost for CMAR Procurement Services	(4 + 5)	Worksheet calculates total for Procurement Services.
7	Total Cost for CMAR Services	(3 + 6)	Worksheet calculates the total for CMAR Services. This number is transferred to Table 1 Item 1 to be included in the calculation of the Contract Price. It is not part of the Guaranteed Maximum Price for Work

Table 3—Basis of Compensation for Fixed Construction Support Costs

Column	Column Title	Calculation	Notes to User
a	CMAR Number	[Enter Data]	Proposer enters the CMAR Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	[Enter Data]	Proposer enters a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	[Enter Data]	Proposer enters a brief description of the Fixed Construction Support Cost item.
d	Quantity	[Enter Number]	Proposer enters the quantity of each Fixed Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as “1”.
e	Units	[Enter Data]	Proposer enters the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	[Enter Amount]	Proposer enters the Unit Cost per unit for each item.
g	Amount	(d x f)	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.
Row	Row Title	Calculation	Notes to User
1	Total Fixed Construction Support Costs	$\sum C g$	Worksheet calculates the Total Fixed Support Cost by summing all Fixed Support Cost line items. This amount is transferred to Table 1, Item 2 .

Table 4—Basis of Compensation for Time Sensitive Construction Support Costs

Column	Column Title	Calculation	Notes to User
a	CMAR Number	[Enter Data]	Proposer enters the CMAR Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	[Enter Data]	Proposer enters a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	[Enter Data]	Proposer enters a brief description of the Time Sensitive Construction Support Cost item.
d	Quantity	[Enter Number]	Proposer enters the quantity of each Time Sensitive Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as “1”.
e	Units	[Enter Data]	Proposer enters the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	[Enter Amount]	Proposer enters the Unit Cost per unit for each item.
g	Amount	(d x f)	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.

Row	Row Title	Calculation	Notes to User
1	Total Time Sensitive Construction Support Costs	$\sum C g$	Worksheet calculates the Total Fixed Support Cost by summing all Time Sensitive Construction Support Cost line items. This amount is transferred to Table 1, R 3 .
2	Construction Period	= (Table 1, R 48)	Number of days in the Construction Period. This number is transferred here from Table 1, R 48 .
3	Construction Support Cost Extended Rate	(1 / 2)	Worksheet calculates the Extended Rate for Time Sensitive Construction Support Cost by dividing the Total Time Sensitive Construction Support Cost by the number of days in the Construction Period.

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Table 1—Estimated Contract Price

Compensation for CMAR Services (See Table 2, Row 11)						1	\$	34,720.00	
Construction Support Costs									
Fixed Construction Support Costs (see Table 3, Row 1)						2	\$	-	
Time Sensitive Construction Support Costs (see Table 4, Row 1)						3	\$	2,112,884.00	
Total Construction Support Costs						4	\$	2,112,884.00	
Estimated Cost of the Work with CMAR Fee									
Notes to User - When, per Agreement Paragraph 7.01.A., the CMAR Fee is calculated as a percentage of the Estimated Cost of the Work use the following rows to calculate the Cost of the Work with CMAR Fee. Delete this Notes to User and the rows for other options not used (Excel Row 11 and Excel Rows 16 through 38.) Renumber Item Numbers (blue numbers) as appropriate.									
Estimated Cost of the Work						5	\$	4,771,914	
Unit Price Items				Unit Cost	Unit	Quantity	Total Cost		
Split Rail Fence				\$ 36.36	LF	660.00	\$ 24,000.00	\$ 24,000	
Landscape Rock				\$ 23.72	CF	545.00	\$ 12,927.40	\$ 12,927	
Tree Removal				\$ 1.25	SF	3,685.00	\$ 4,606.25	\$ 4,606	
Tree Planting				\$ 62.35	SF	2,900.00	\$ 180,815.00	\$ 180,815	
CMAR Fee	6	12%	of Estimated Cost of Work				7	\$	599,312
Cost of the Work with CMAR Fee						8	\$	5,593,575	

Notes to User - When, per Agreement Paragraph 7.01.B., the CMAR Fee is calculated as a percentage of the different Estimated Cost of the Work categories, use the following rows to calculate the Cost of the Work with CMAR Fee. Delete this Notes to User and the rows for other options not used (Excel Rows 11 through 16 and Rows 34 through 38.) Renumber Item Numbers (**blue numbers**) as appropriate.

	Estimated Cost of the Work		CMAR Fee Amount		Cost with CMAR Fee	
Payroll costs	9				12	\$ -
Fee @ 10 (Agreement Paragraph 6.02.A)			11	\$ -		
Incorporated Equipment and Materials Cost	13				16	\$ -
Fee @ 14 (Agreement Paragraph 6.02.B)			15	\$ -		
Consumable Equipment and Materials Cost	17				20	\$ -
Fee @ 18 (Agreement Paragraph 6.02.C)			19	\$ -		
Subcontractor Cost	21				24	\$ -
Fee @ 22 (Agreement Paragraph 6.02.D)			23	\$ -		
Construction Equipment Cost	25				28	\$ -
Fee @ 26 (Agreement Paragraph 6.02.E)			27	\$ -		
Supplemental Costs	29				32	\$ -
Fee @ 30 (Agreement Paragraph 6.02.F)			31	\$ -		
Total Estimated Cost of the Work	33	\$ -				
Total CMAR Fee			34	\$ -		
Cost of the Work with CMAR Fee					35	\$ -

Notes to User - When, per Agreement Paragraph 7.01.C., the CMAR Fee is a stipulated amount to be added to the Estimated Cost of the Work, use the following rows to calculate the Cost of the Work with CMAR Fee. Delete the Notes to User and the rows for other options not used (Rows 11 through 34). Renummer Item Numbers (blue numbers) as appropriate.				
Estimated Cost of the Work	36			
CMAR's Lump Sum (stipulated) Fee	37			
Cost of the Work with CMAR Fee	38	\$		-
CMAR and Other Contingency Allowances				
CMAR Contingency Allowance	39		of 40	Estimated Cost of the Work
				41 \$ -
[Other Specific Product Contingency Allowance]				42
Total CMAR and Other Contingency Allowances	43	\$		-
Notes to User - The Calculation for the Estimated Guaranteed Maximum Price will vary with the way the Cost of the Work with the CMAR Fee is calculated. In most cases, only one fee structure will be used. When unused rows are deleted, the terms in the equation in Item 44 (Excel Cell R43.) will appear as #REF! in Delete the #REF! terms from the equation to correctly calculate the Estimated Guaranteed Maximum Price. Delete this Notes to User when equation has been corrected.				
Estimated Guaranteed Maximum Price (Total Construction Support Cost, Estimated Cost of Work with CMAR Fee and the Total CMAR and Other Contingency Allowances)	44	\$		7,706,459
Notes to User - It is recommended that the Owner consider establishing an Owner's Contingency Allowance to allow authorization of scope changes when needed in lieu of processing a Contract Amendment or Change Order each time the scope of services changes. This may be established as a stipulated sum in R45 (Excel Row 48.) If no Owner's Contingency Allowance is to be included in the Contract, delete R45 . If R45 is deleted, the terms in the equation in R46 (Excel Cell R50) will appear as #REF!. Delete the #REF! term from the equation to correctly calculate the Total Cost for CMAR Services. Delete this Notes to User when equation has been corrected. Renummer subsequent rows.				
Owner's Contingency Allowance	45			\$0.00
Total Amount of Contract Award (Total of Compensation for CMAR Services, Estimated Guaranteed Maximum Price, and Owner's Contingency Allowance)	46	\$		7,741,179.00
Contract Times				
CMAR [estimates] [agrees] it will reach Project Substantial Completion in:	47	448	days	
CMAR [estimates] [agrees] it will reach Final Completion in additional days:	48	20	days	
Estimated number of days in the Construction Period	49	468	days	

Table 2—Compensation for CMAR Services

a	b	c	d	e	f	g	h
Task	Description	[Provider A] [Project Manager] \$ 141.00	[Provider B] [Sr. Estimator] \$ 145.00	[Provider C] [Project Super] \$ 148.00	[Provider D] [Classification] \$ -	[Provider E] [Classification] \$ -	Amount
		Hours	Hours	Hours	Hours	Hours	
1.00	Preconstruction Basic Services						
1.01	Project Management	80	80	80			\$ 34,720.00
1.02	Design Related Preconstruction Services						\$ -
1.03	Construction Management Plan and Implementation						\$ -
1.04	Construction Contract Administration						\$ -
1.05	Cost Management						\$ -
1.06	Time Management						\$ -
1.07	Quality Management						\$ -
1.08	Risk Management						\$ -
1.09	Safety Management						\$ -
1.10	Site Management and Environmental Controls						\$ -
1.11	Regulatory Requirements and Permits						\$ -
1.12	Procurement Strategy Plan						\$ -
1	Total Cost for CMAR Preconstruction Basic Services						\$ 34,720.00
2.00	Preconstruction Additional Services						
2.01	Diverse Business Enterprise Program Implementation						\$ -
2.02	Value Engineering Studies						\$ -
2.03	Start Up and Commissioning Program						\$ -
2.04	Additional Inspections and Quality Management						\$ -
2.05	Additional Copies of Documents						\$ -
2	Total Cost for CMAR Preconstruction Additional Services						\$ -
3	Total Cost for CMAR Preconstruction Services						\$ 34,720.00

a	b	c	d	e	f	g	h
Task	Description	[Provider A] [Project Manager]	[Provider B] [Sr. Estimator]	[Provider C] [Project Super]	[Provider D] [Classification]	[Provider E] [Classification]	Amount
		\$ 141.00	\$ 145.00	\$ 148.00	\$ -	\$ -	
		Hours	Hours	Hours	Hours	Hours	
3.00	Procurement Basic Services						
3.01	Project Management						\$ -
3.02	Assembling Work Packages						\$ -
3.03	Advertise for Bids						\$ -
3.04	Pre-bid Conferences						\$ -
3.05	Addenda						\$ -
3.06	Opening Bids						\$ -
4	Total Cost for CMAR Procurement Basic Services						\$ -
4.00	Procurement Additional Services						
4.01	Diverse Business Enterprise Program Implementation						\$ -
4.02	Prequalification of Bidders						\$ -
4.03	Additional Work Packages						\$ -
4.04	Regulatory Agencies						\$ -
4.05	Additional Copies of Documents						\$ -
5	Total Cost for CMAR Procurement Additional Services						\$ -
6	Total Cost for CMAR Procurement Services						\$ -
Notes to User - It is recommended that the Owner consider establishing an Owner's Contingency Allowance specifically for CMAR Special Services to allow authorization of Special Services when needed in lieu of needing to process a contract amendment each time the scope of these services change. This may be established as a stiputated sum (R7) or as a percentage of the Total for Preconstruction and Procurement Services (R8.) Select R7 or R8 as appropriate. The equation in R10 use the option selected to establish the CMAR Services Contingency amount. If no Contingency Allowance for CMAR Special Services is to be included in the Contract, delete R7 through R10. If all Special Service rows are deleted, the terms in the equation in R11 (Excel Cell J65) will appear as #REF!. Delete the #REF! term from the equation to correctly calculate the Total Cost for CMAR Services. Delete this Notes to User when equation has been corrected. Renumber R11.							
5.00	Special Services						
7	Owner's Contingency Allowance for CMAR Special Services (Stipulated Sum)						
8	Owner's Contingency Allowance for CMAR Special Services	9	of Total for Preconstruction and Procurement CMAR Services				\$ -
10	Total Owner's Contingency Allowance for CMAR Special Services						\$ -
11	Total Cost for CMAR Services						\$ 34,720.00

Table 3—Basis of Compensation for Fixed Construction Support Cost

[illegible]

Table 4—Basis of Compensation for Time Sensitive Construction Support Cost

[illegible]

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Exhibit B – SRF Suspension and Debarment Certification Form



COLORADO
Department of Public
Health & Environment

Project Well 7 PFAS Mitigation Improvements 4131-002-09
Name: _____

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

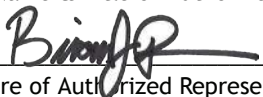
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Hensel Phelps Construction Co.

(Name of firm/company/organization)

Brian J. Penner, General Manager

(Typed Name & Title of Authorized Representative)



(Signature of Authorized Representative)

11/13/2025

(date)

☐ I am unable to certify to the above statements. My explanation is attached.

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This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. An SRF Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

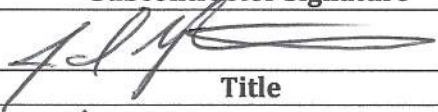
Subcontractor Name Division IV Inc.		Project Name Frisco well 7 PFAS improvements	
Bid/ Proposal No. ONE	Assistance Agreement ID No. (if known)	Point of Contact Omar Ybarra	
Address P.O. Box 579 Johnstown, CO 80534			
Telephone No.		Email Address Omar@divisionivinc.com	
Prime Contractor Name Hensel Phelps		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
0400	Masonry, Structural CMU, stone veneer, including: rebar reinforcing, wall bracing, install of HMF SBO, and steel overhead door frame, caulking at concealed CMU to insulation, sj material, rub clean interior ready for paint, CMU, mortar, durowal, grout, equipment, scaffolding and hoisting for our work.	\$ 91,300.00
DBE Certified By: ☐ DOT ☒ SBA ☒ Other: _____		Meets/ exceeds certification standards? ☒ YES ☐ NO ☐ Unknown



I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
 Digitally signed by Brian Penner DN: C=US, E=bpenner@henselphelps.com, O=Hensel Phelps, OU=Water, CN=Brian Penner Date: 2025.11.13 11:26:33-07'00'	Brian Penner
Title	Date
General Manager	November 13, 2025

Subcontractor Signature	Print Name
	Israel Ybarra
Title	Date
Vice President	11/10/2025



This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. An SRF Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Horizon Mechanical Solutions		Project Name Frisco Well #7	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Steve Barnes	
Address 2340 117th AVE Greeley CO 80634			
Telephone No. 970-372-0213		Email Address SBarnes@horizonmechs.com	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	HVAC Equipment HVAC Ductwork and Accessories Plumbing Equipment/ Fixtures Plumbing Piping	312,094
DBE Certified By: ☐ DOT ☒ SBA ☐ Other: _____		Meets/ exceeds certification standards? ☒ YES ☐ NO ☐ Unknown



I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
 Digitally signed by Brian Penner DN: C=US, E=bpenner@henselphelps.com, O=Hensel Phelps, OU=Walter, CN=Brian Penner Date: 2025.11.13 11:25:24-07'00'	Brian Penner
Title	Date
General Manager	November 13, 2025

Subcontractor Signature	Print Name
Steve Barnes Digitally signed by Steve Barnes DN: C=US, E=sbarnes@horizonmexco.com, O=Horizon Mechanical Solutions, OU=Estimating, CN=Steve Barnes Date: 2025.11.12 11:22:20-07'00'	Steve Barnes
Title	Date
Chief Estimator	November 12, 2025



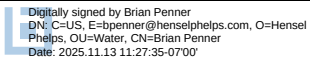
This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. An SRF Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

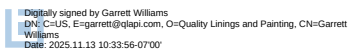
Subcontractor Name Quality Linings and Painting		Project Name Frisco: Well 7 PFAS Mitigation	
Bid/ Proposal No. 111025GW	Assistance Agreement ID No. (if known)	Point of Contact Garrett Williams	
Address 8250 East 40th Avenue, Denver, CO 80207			
Telephone No. (303) 307-1313		Email Address garrett@qlapi.com	
Prime Contractor Name Hensel Phelps		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Painting/Coating Finishes	\$55,565
DBE Certified By: ☐ DOT ☐ SBA ☒ Other: <u>City and County of Denver</u>		Meets/ exceeds certification standards? ☒ YES ☐ NO ☐ Unknown



I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
 	Brian Penner
Title	Date
General Manager	11/13/2025

Subcontractor Signature	Print Name
Garrett Williams 	Garrett Williams
Title	Date
Estimator	11/12/2025



COLORADO
Department of Public
Health & Environment

**Disadvantaged Business Enterprise (DBE) Program
DBE Solicitations Form**

This form is intended to capture the prime contractor's solicitation efforts of DBE¹ subcontractors.²An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Firm: Hensel Phelps Construction Co.	Project Name: Well 7 PFAS Mitigation Improvements
Prime Contractor Point of Contact: Brian J. Penner, General Manager	
Address: 77 NW Frontage Rd., Fort Collins, CO 80524	
Telephone No.: 970.225.2211	Email: bpenner@henselphelps.com

I certify by signing below that good faith efforts have been exercised to attract and utilize disadvantaged business enterprises and at minimum the six affirmative steps as set forth in Section 7 Disadvantaged Business Enterprise (DBE) – SRF Program Grant Agreement Information and Requirements, Part A. 3. (a) of the **Colorado State Revolving Fund** Required Specifications have been fulfilled.

Signature of Prime Contractor Authorized Officer	Print Name
	Brian J. Penner
Title	Date
General Manager	11/13/2025

Describe the solicitation efforts completed in soliciting DBEs (e.g. direct mailing/emailing, bid advertisement, phone calls etc.):

Provide the list of solicited firms and associated information as listed below. (Additional pages may be attached, or spreadsheet lists may submitted with the same information as requested below instead of using the space below.)

Contractor Firm	Firm address/phone/email	How solicited? (email, phone, etc.)	DBE certification source or listing (CDOT, SBA, MBDA etc.)
Please see the following page.			

FORM 6100-4 (DBE Solicitations Form) - Solicited Subcontractors and Associated Information

Contractor Firm	Firm address/phone/email	How solicited? (email, phone, etc.)	DBE certification source or listing (CDOT, SBA, MBDA, etc)
Concrete Frame Associates, LLC	551 Norfolk Street, Aurora, CO	Email, Building Connected	Womens Business Enterprise National Council
Quality Linings & Painting Company, Inc	8250 East 40th Avenue, Denver CO	Email, Building Connected	Colorado Unified Certification Program
Alpine Custom Concrete	13241 Pearl Street, Thornton CO	Email	Colorado Unified Certification Program
Best Fence Co	14622 Randolph Pl, Denver CO	Email, Building Connected	Colorado Unified Certification Program
High Country Fence, LLC	6840 HWY 165, Colorado City CO	Email, Building Connected	Colorado Unified Certification Program
Environmental Logistics, Inc.(EnvLogistics)	1101 E. 64th Ave, Denver CO	Email, Building Connected	SBA
Horizon Mechanical Solutions	126 Hemlock St, Broomfield CO	Email, Building Connected	SBA
Alcam Metal Distributors, Inc.	12951 W 43rd Dr, Golden CO	Email, Building Connected	SBA
Pikes Peak Steel, LLC	3550 Mark Dabling Blvd., Colorado Springs CO	Email, Building Connected	SBA
AAA Waterproofing Front Range Inc	11575 Wadsworth Boulevard, Broomfield CO	Email, Building Connected	Colorado Unified Certification Program
Division 4 Inc.	P.O. Box 579, Johnstown, CO	Email, Building Connected	Womens Business Enterprise National Council
Heggem-Lundquist	1391 S Cherokee St, Denver, CO	Email, Building Connected	Womens Business Enterprise National Council
Phase 2 Company	216 Hemlock St, Fort Collins, CO	Email, Building Connected	Womens Business Enterprise National Council
UPM Mechanical	5010 Cook Street, Denver, CO	Email, Building Connected	Womens Business Enterprise National Council



Article 6 - Proposal Security (Bid Bond)

PROPOSAL BOND

Proposer Name: Hensel Phelps Construction Co. Address (principal place of business): 77 NW Frontage Road Fort Collins, CO 80524	Surety Name: Travelers Casualty and Surety Company Address (principal place of business): One Tower Square Hartford, CT 06183
Owner Name: Town of Frisco Address (principal place of business): 102 School Road, Frisco, CO 80443	Proposal Project (name and location): Well 7 PFAS Mitigation Improvements 102 School Road, Frisco, CO 80443 Proposal Due Date: <u>November 13</u> , 2025

Proposal Bond Penal Sum: 5% of the Estimated Guaranteed Maximum Price Date of Bond: <u>November 13</u> , 2025	
Surety and Proposer, intending to be legally bound hereby, subject to the terms set forth in this Proposal Bond, do each cause this Proposal Bond to be duly executed by an authorized officer, agent, or representative.	
Proposer Hensel Phelps Construction Co. (Full formal name of Proposer)	Surety Travelers Casualty and Surety Company (Full formal name of Surety) (corporate seal)
By: <u>Brian J. Penner</u> (Signature)	By: <u>Kelly T. Urwiller</u> (Signature) (Attach Power of Attorney)
Name: Brian J. Penner (Printed or typed)	Name: Kelly T. Urwiller (Printed or typed)
Title: General Manager	Title: Attorney-in-Fact
Attest: <u>Anne Beirich</u> (Signature)	Attest: <u>Nadezda Chappell</u> (Signature)
Name: Anne Beirich (Printed or typed)	Name: Nadezda Chappell (Printed or typed)
Title: Proposal Manager	Title: Account Manager
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Proposer the penal sum set forth on the face of this Proposal Bond. Payment of the penal sum is the extent of Proposer's and Surety's liability. Recovery of such penal sum under the terms of this Proposal Bond will be Owner's sole and exclusive remedy upon default of Proposer.
2. Default of Proposer occurs upon the failure of Proposer to deliver within the time required by the Proposal Documents, or any extension thereof agreed to in writing by Owner, the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents. or an express written commitment by Surety to issue any such performance and payment bonds upon the first Work Authorization by Owner.
3. This obligation will be null and void if:
 - 3.1. Owner awards the CMAR Contract and Proposer delivers within the time required by the Proposal Documents, or any extension thereof agreed to in writing by Owner, the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents, or commitment to issue such bonds, or
 - 3.2. All Proposals are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Proposer within the time specified in the Proposal Documents, or any extension thereof agreed to in writing by Proposer and, if applicable, consented to by Surety when required by Paragraph 5 hereof.
4. Payment under this Proposal Bond will be due and payable upon default of Proposer and within 30 calendar days after receipt by Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Proposal Bond and the Project, and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Proposer, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Proposal due date without Surety's written consent.
6. No suit or action will be commenced under this Proposal Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Proposer and Surety, and in no case later than one year after the Proposal due date.
7. Any suit or action under this Proposal Bond will commence only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Proposal Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Proposal Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Proposal Bond on behalf of Surety to execute, seal, and deliver such Proposal Bond and bind the Surety thereby.
10. This Proposal Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Proposal Bond will be deemed to be included herein as if set forth at length. If any provision of this Proposal Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Proposal Bond that is not in conflict therewith continues in full force and effect.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kelly T Urwiller** of **Greeley, Colorado**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

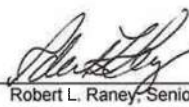
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____



Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

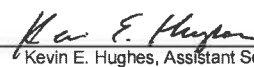
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **November** 2025

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

1. Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Proposer the penal sum set forth on the face of this Proposal Bond. Payment of the penal sum is the extent of Proposer's and Surety's liability. Recovery of such penal sum under the terms of this Proposal Bond will be Owner's sole and exclusive remedy upon default of Proposer.
2. Default of Proposer occurs upon the failure of Proposer to deliver within the time required by the Proposal Documents, or any extension thereof agreed to in writing by Owner, the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents. or an express written commitment by Surety to issue any such performance and payment bonds upon the first Work Authorization by Owner.
3. This obligation will be null and void if:
 - 3.1. Owner awards the CMAR Contract and Proposer delivers within the time required by the Proposal Documents, or any extension thereof agreed to in writing by Owner, the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents, or commitment to issue such bonds, or
 - 3.2. All Proposals are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Proposer within the time specified in the Proposal Documents, or any extension thereof agreed to in writing by Proposer and, if applicable, consented to by Surety when required by Paragraph 5 hereof.
4. Payment under this Proposal Bond will be due and payable upon default of Proposer and within 30 calendar days after receipt by Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Proposal Bond and the Project, and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Proposer, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Proposal due date without Surety's written consent.
6. No suit or action will be commenced under this Proposal Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Proposer and Surety, and in no case later than one year after the Proposal due date.
7. Any suit or action under this Proposal Bond will commence only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Proposal Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Proposal Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Proposal Bond on behalf of Surety to execute, seal, and deliver such Proposal Bond and bind the Surety thereby.
10. This Proposal Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Proposal Bond will be deemed to be included herein as if set forth at length. If any provision of this Proposal Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Proposal Bond that is not in conflict therewith continues in full force and effect.

NOTICE OF AWARD

Date of Issuance: _____

Owner: Town of Frisco Project No.: _____

Owner's Advisor: Plummer Associates, Inc. Project No.: 4131-002-09

Project: Well 7 PFAS Mitigation Improvements

Contract Name: _____

Proposer: _____

Proposer's Address: _____

You are notified that Owner has accepted your Proposal dated **[date]** for the above Contract, and that you are the successful Proposer and are awarded the Contract.

The Total Amount of Contract Award is **\$(Contract Price)**. The Contract Price is subject to adjustment based on the provisions of the Contract.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Proposer electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by successful Proposer, as Construction Manager at Risk.
2. Deliver to Owner the required insurance documentation, as specified in the Request for Proposals and in the General Conditions, Articles 2 and 6, with the signed Agreement.
3. Deliver written confirmation that successful Proposer, as Construction Manager at Risk, will furnish Contract security, such as required performance and payment bonds, when the first Work Authorization is issued, as specified in the General Conditions, Articles 2 and 6. Such confirmation will identify the surety that will issue the bonds, if bonds are required.
4. Other conditions precedent, if any: **[Describe other conditions that require successful Proposer's compliance]**.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your proposal security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

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NOTICE OF AWARD

Date of Issuance:	<u>December 9, 2025</u>		
Owner:	<u>Town of Frisco</u>	Project No.:	<u>N/A</u>
Owner's Advisor:	<u>Plummer Associates, Inc.</u>	Project No.:	<u>4131-006-01</u>
Project:	<u>Well 7 PFAS Mitigation Improvements</u>		
Contract Name:	<u>Well 7 PFAS Mitigation Improvements – Preconstruction Services</u>		
Proposer:	<u>Hensel Phelps</u>		
Proposer's Address:	<u>77 NW Frontage Road, Fort Collins, CO 80524</u>		

You are notified that Owner has accepted your Proposal dated November 13, 2025 for the above Contract, and that you are the successful Proposer and are awarded the Contract.

The Total Amount of Contract Award is to be determined following execution of Guaranteed Maximum Price. The Amount of Contract Award for Preconstruction Services is \$34,720.00. The Contract Price is subject to adjustment based on the provisions of the Contract.

One unexecuted counterpart of the Agreement accompanies this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Proposer electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner one counterpart of the Agreement, signed by successful Proposer, as Construction Manager at Risk.
2. Deliver to Owner the required insurance documentation, as specified in the Request for Proposals and in the General Conditions, Articles 2 and 6, with the signed Agreement.
3. Deliver written confirmation that successful Proposer, as Construction Manager at Risk, will furnish Contract security, such as required performance and payment bonds, when the first Work Authorization is issued, as specified in the General Conditions, Articles 2 and 6. Such confirmation will identify the surety that will issue the bonds, if bonds are required.
4. Other conditions precedent, if any: N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your proposal security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

This Agreement is by and between **Town of Frisco** (“Owner”) and [**Name of Construction Manager at Risk**] (“Construction Manager at Risk” or “CMAR”). [Hensel Phelps Construction Co.](#)

Terms used in this Agreement have the meanings stated herein and in the General Conditions and the Supplementary Conditions.

Owner and CMAR hereby agree as follows:

ARTICLE 1—THE PROJECT

- 1.01 The Project, of which the CMAR Services and the Work under the Contract Documents are a part, is generally described as follows:

**Well 7 PFAS Mitigation Improvements
4131-002-09**

ARTICLE 2—OWNER’S ADVISOR AND ENGINEER; OWNER’S PROJECT TEAM

- 2.01 The Owner has retained **Plummer Associates, Inc.** (Owner’s Advisor or OA) to act as Owner’s representative, assume all duties and responsibilities of advisor to Owner and construction contract administrator on behalf of Owner, and have the rights and authority assigned to Owner’s Advisor in the Contract.
- 2.02 The Owner has retained **Plummer Associates, Inc.** (Engineer) to design the Project, to assume all duties and responsibilities of Engineer during the construction of the Project, and to have the rights and authority assigned to Engineer in the CMAR Contract.

ARTICLE 3—CMAR SERVICES

- 3.01 Scope of CMAR Services
- A. CMAR will perform the CMAR Services set forth in Exhibit A, Scope of CMAR Services, as authorized, and other specified CMAR Services as expressly set forth in a Contract Amendment. Services rendered by CMAR to meet its general construction and management obligations are not CMAR Services, and are not compensated as CMAR Services, unless expressly designated as such.
 - B. CMAR Services are categorized in Exhibit A as Basic Preconstruction Services; Additional Preconstruction Services; Basic Procurement Services; Additional Procurement Services; and Special Services.
 - C. In Exhibit A and in scope of CMAR Services provisions in Contract Amendments, imperative sentences with respect to the performance of services are directives to CMAR, unless expressly indicated otherwise.
- 3.02 Basic Services, Additional Services, and Special Services
- A. Basic Services are CMAR Services (categorized as Preconstruction or Procurement) that are identified as Basic Services in Exhibit A.

- B. In addition to Basic Services, CMAR shall provide specific Additional Preconstruction Services and Additional Procurement Services within the scope set forth in Exhibit A, if Owner authorizes CMAR to do so. Owner or Owner's Advisor will authorize the specified Additional Services in a Contract Amendment. The Contract Amendment will describe the tasks to be performed, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms, if any. If a specific Additional Service has been priced during the CMAR selection process, such price will be binding on CMAR and Owner unless modified by mutual agreement.
- C. In addition to the services identified as Basic Services and Additional Services, after the Effective Date of the Contract the Owner and CMAR may identify Project-related services that were not contemplated at the time the Agreement was executed, are necessary to the Project, and should be added to the scope of CMAR Services. If Owner and CMAR mutually agree, a Contract Amendment will be issued that specifies the scope of such Special Services, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms. Any amount included in the Agreement for Special Services will serve as the Owner's contingency for Special Services, if authorized by the Owner.

3.03 Authorization to Provide CMAR Services

- A. CMAR is authorized by the execution of this Agreement to begin providing Basic Preconstruction Services set forth in Article 1 in Exhibit A, Scope of CMAR Services, as of the Effective Date of the Contract.
- B. CMAR shall provide Basic Procurement Services set forth in Article 3 in Exhibit A, Scope of CMAR Services, upon receipt of notice to commence such services from Owner or the Owner's Advisor, or in a Contract Amendment establishing the scope and compensation for Procurement Services.
- C. All other CMAR Services, including Additional Preconstruction Services, Additional Procurement Services, and Special Services, if any, must be authorized by Owner or Owner's Advisor.

3.04 Compensation for Basic CMAR Services

- A. Basic Preconstruction Services—Owner will compensate CMAR for Basic Preconstruction Services, provided per Article 1, Exhibit A—Scope of Work for CMAR Services, the lump sum (stipulated price) for the Price for CMAR Basic Preconstruction Services shown in Exhibit B Table 1, Compensation for CMAR Services.
- B. Basic Procurement Services—Owner will compensate CMAR for CMAR Procurement Services, provided per Article 3, Exhibit A—Scope of Work for CMAR Services, the lump sum (stipulated price) for the Price for CMAR Basic Procurement Services shown in Exhibit B Table 1, Compensation for CMAR Services.

3.05 Compensation for Additional CMAR Services

- A. For Additional Preconstruction Services and Additional Procurement Services, Owner will compensate CMAR for each hour earned at the Billing Rates shown in Exhibit B—Table 4, Compensation for CMAR Services.

3.06 Compensation for Special Services

- A. Owner will compensate CMAR for Special Services pursuant to the specific compensation terms in the Contract Amendment establishing and authorizing such Special Services.

3.07 Payment for CMAR Services

A. Preparation and Submittal of Invoices

- 1. CMAR will prepare and submit invoices for CMAR Services to Owner's Advisor on a monthly basis in a format acceptable to Owner's Advisor.
- 2. CMAR may not submit invoices and is not entitled to compensation for Additional Services or Special Services unless Owner has authorized such services through execution of a Contract Amendment.
- 3. CMAR will provide documentation acceptable to the Owner to allow Owner to verify CMAR's charges included in invoices.

B. Payments

- 1. Payment for CMAR Services compensated on a Lump Sum (stipulated price) basis:
 - a. The Lump Sum amount includes compensation for CMAR's services, and services of CMAR Subconsultants, if any. Appropriate amounts are to be incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and other cost.
 - b. The amount invoiced each billing period will be based on the CMAR's estimate of the percentage of the total CMAR Services completed during the billing period.
 - c. The compensation paid to CMAR for Basic Services will not exceed the Lump Sum amount unless duly authorized by a Contract Amendment.

C. Time of Payment

- 1. Owner will make payments for CMAR Services within **30** days after receiving an approved invoice from the Owner's Advisor.
- 2. If Owner fails to make any payment due CMAR for CMAR Services within **45** days after receipt of CMAR's invoice, then:
 - a. Amounts due CMAR will be increased at the rate of 1.0% per month, or the maximum rate of interest permitted by law, if less, from said thirtieth day; and
 - b. CMAR may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid all amounts due for services, expenses, and other related charges in full. Owner waives any and all claims against CMAR for this suspension.
- 3. Owner may withhold only the contested portions of an invoice and must pay the undisputed portion of the invoice.

- D. Compensation for CMAR Services discussed in Article 3 is not compensation for the Work and is not included in the GMP. No retainage will be withheld from payments of CMAR Services; however, such payments are subject to the set-off provisions in General Conditions Article 15.

ARTICLE 4—COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

- 4.01 Owner shall compensate CMAR for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:
- A. Payment for Construction Support Costs in accordance with Article 5, and as set forth in Exhibit B Table 1 lines 6-9;
 - B. Payment for Cost of the Work as provided in Article 6; and
 - C. Payment of a CMAR Fee as set forth in Article 7 and in Exhibit B Table 1.
- 4.02 This Agreement establishes a CMAR Contingency Allowance for use in paying for unforeseen costs as set forth in Article 8.
- 4.03 The amounts for CMAR's compensation summarized in Paragraph 4.01 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5—CONSTRUCTION SUPPORT COSTS

- 5.01 Construction Support Costs
- A. Construction Support Costs (field overhead or "general conditions" costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are not compensable as Cost of the Work and must not be included by CMAR in proposed Work Authorizations submitted to the Owner for approval and issuance. Construction Support Costs include without limitation:
 - 1. CMAR project management costs, including project managers, superintendents, field engineering staff, and clerical support located at the Site;
 - 2. Management of Subcontractors and Suppliers;
 - 3. Management of delegated professional design services, if any;
 - 4. Costs associated with safety programs, including safety managers and safety representatives;
 - 5. Quality management not specifically designated to be covered in a Work Authorization;
 - 6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;
 - 7. Costs for permit inspections, and other inspections required by Laws and Regulations not specifically designated to be covered in a Work Authorization;
 - 8. Compliance with Laws and Regulations;
 - 9. Taxes, other than those specifically designated to be covered in a Work Authorization;
 - 10. Contract administration costs, including costs for:
 - a. Meetings, reporting, notifications, and other communications and coordination,
 - b. Document management,

- c. Submittals, record data, and other documentation,
 - d. Creating and maintaining Project schedules per Article 4 of the General Conditions,
 - e. Changes to the CMAR Contract per Article 11 of the General Conditions,
 - f. Applications for Payment per Article 15 of the General Conditions,
 - g. Maintenance of Record Documents, and
 - h. Other contract administration costs included in the Contract Documents;
- 11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;
 - 12. General insurance costs, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization, and Worker's Compensation Insurance which is to be included in payroll cost per Paragraph 6.02.A.1;
 - 13. Costs associated with CMAR temporary facilities and temporary infrastructure at the Site;
 - 14. The cost of purchasing, renting, or furnishing small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than \$500;
 - 15. Costs for site maintenance, storage of materials, waste disposal, environmental controls, management of water, protection of site and adjacent property, cleaning during construction and final cleaning;
 - 16. Costs associated with startup and commissioning of the Work, including training of Owner's personnel, temporary operation of facilities by the CMAR; and performance acceptance testing, if any;
 - 17. Costs associated with substantial completion, partial utilization, and final completion; and
 - 18. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.
- B. The organization of the Work into Work Packages will not result in changes to the CMAR's compensation for Construction Support Costs.

5.02 Fixed Construction Support Costs

- A. Fixed Construction Support Costs are those costs which are not time sensitive and will not increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion of the Work described in Article 13. The amount for Fixed Construction Support Cost is shown in Exhibit B, Table 2–Basis of Compensation for Fixed Construction Support Costs.

5.03 Time-Sensitive Construction Support Costs

- A. Time-Sensitive Construction Support Costs are those costs which will increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion described in Article 13. The amount for Time-Sensitive Construction Support

Costs based on the Construction Period is shown in Exhibit B, Table 3—Basis of Compensation for Time-Sensitive Construction Support Costs.

- B. The Construction Support Costs Extended Rate is determined by dividing the Time-Sensitive Construction Support Costs by the projected number of days in the Construction Period. CMAR will be entitled to additional compensation for Time-Sensitive Construction Support Costs at the Construction Support Extended Rate shown in Exhibit B, Table 3—Basis of Compensation for Time-Sensitive Construction Support Cost if the extended time is associated with a compensable delay under the provisions of the General Conditions.

5.04 Changes in Construction Support Costs

- A. Owner and CMAR acknowledge that the Construction Support Costs stipulated amounts set forth in this Agreement's Exhibit B, Table 1, lines 7, 8, and 9 (Construction Support Costs Contract Amounts) and the Construction Support Costs Extended Rate (determined as set forth in Paragraph 5.03.B) are approximations of actual costs intended to liquidate and stipulate CMAR's compensation for Construction Support Costs, encourage efficiency and cost control, and reduce Owner's and CMAR's administrative and accounting effort. The Construction Support Costs Contract Amounts and the Construction Support Costs Extended Rate will not be increased except in cases in which CMAR demonstrates:
 - 1. An excessive and unanticipated increase in Construction Support Costs resulting from scope changes in the Work or other causes directly attributable to Owner; and
 - 2. Such increase in costs has not otherwise been compensated in a Work Authorization, Contract Amendment, or Change Order.

5.05 Compensation for Construction Support Costs

- A. Payments for Fixed Construction Support Costs will be made in equal monthly increments determined by dividing the Fixed Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Fixed Construction Support Costs in excess of the Fixed Construction Support Costs Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.
- B. Payments for Time-Sensitive Construction Support Costs will be made in equal monthly increments determined by dividing the Time-Sensitive Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Time-Sensitive Construction Support Costs in excess of the Time-Sensitive Construction Support Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.
- C. Payments will be made for Time-Sensitive Construction Support Costs associated with compensable delays under the provisions of the General Conditions at the Construction Support Costs Extended Rate as described in Paragraph 5.03.B.

ARTICLE 6—COST OF THE WORK

6.01 Purposes for Determination of Cost of the Work

- A. The term Cost of the Work is defined in the General Conditions, Article 1, as the sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6.

Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article. The provisions of this Article are used for two distinct purposes:

1. To determine Cost of the Work for purposes of CMAR's base compensation for construction under this Contract; or
 2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CMAR is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. For purposes of determining CMAR's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.
- C. The Cost of the Work will include only those items identified in Paragraph 6.02.

6.02 Cost of the Work

- A. Payroll Cost—Payroll costs for employees in the direct employ of CMAR performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.01. Payroll costs will be based on actual amounts paid as indicated on Certified Payroll reports. Payroll costs are to include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above to the extent authorized by Owner.
- B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.01. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections, installation checks, start-up assistance, and training, if any. All cash discounts accrue to CMAR unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and CMAR shall make provisions so that they may be obtained.
- C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CMAR. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. CMAR will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such items.
- D. Subcontractor Cost—Payments made by CMAR to Subcontractors for Work performed by Subcontractors. CMAR shall obtain competitive bids from subcontractors acceptable to Owner and CMAR and shall deliver such bids to Owner, which will then determine, with the advice of Owner's Advisor, which bids, if any, will be acceptable. If any subcontract provides

that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as CMAR's Cost of the Work and fee as provided in this Article 6.

- E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.
1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.02.C.
 2. Construction equipment and machinery cost will be billed at rates approved by the Owner's Advisor as part of each Work Authorization.
 - a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include payroll costs for equipment operators, which will be included in Payroll cost per Paragraph 6.02.A.
 - b. Costs for equipment and machinery owned by CMAR or a Subcontractor cannot exceed the rates shown for equipment in the EquipmentWatch Cost Recovery Rental Rate Blue Book, (<https://equipmentwatch.com/blue-book-cost-recovery>) An hourly rate will be computed by dividing the monthly rates by 176. These rates will include all operating costs per Paragraph 6.02.E.2.a.
 - c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or machinery, and all such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - d. No markup is allowed on equipment rented or leased from any company owned in total or in part by CMAR or a Subcontractor, or is owned by the same holding company or a company with a close legal affiliation to CMAR or Subcontractor, since markups are included in rental or lease rates.
 - e. Equipment used for site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.
 3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- F. Supplemental Costs which consist of the following:
1. The proportion of necessary transportation, travel, and subsistence expenses of CMAR's employees incurred in the discharge of duties connected with the Work Authorization.

2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work Authorization and expressly excluding costs incurred by consultants performing CMAR Services.
3. Sales, consumer, use, and other similar taxes related to the Work, and for which CMAR is liable, as imposed by Laws and Regulations.
4. Deposits lost for causes other than the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.
6. The cost of premiums for performance, payment, and warranty bonds obtained by CMAR as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.01.A.11. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.
7. Cost for any Subcontractor bonds that must be required to protect Owner's and CMAR's interests in the event of a Subcontractor default associated with a Work Authorization. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.
8. The cost of premiums for Builder's Risk insurance and other Work Authorization-specific insurance that CMAR is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability, and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5. The compensation for worker's compensation is included as part of payroll costs per Paragraph 6.01.A.1. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

6.03 Specific Exclusions from Cost of the Work

- A. The following items are not included in the Cost of the Work. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CMAR Fee unless specifically itemized at Construction Support Costs described in Article 5.
 1. Payroll costs and other compensation of CMAR's officers, executives, principals, general managers, project managers, superintendents, safety managers, safety representatives, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CMAR, whether at the Site or in CMAR's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Construction Support Cost or the CMAR Fee.
 2. Expenses of CMAR's principal and branch offices.
 3. Any part of CMAR's capital expenses, including interest on CMAR's capital employed for the Work and charges against CMAR for delinquent payments.

7. Non-compensable overtime and other acceleration costs.
- D. CMAR shall replenish the CMAR Contingency Allowance by restoring money withdrawn with money recovered (1) from bonds and insurance coverage payments for such expenditures, and (2) from defaulting Subcontractors or Suppliers.
 - E. The CMAR Contingency Allowance will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, including expenditures from the Owner's Contingency Allowance, if any, Work Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.
 - F. The CMAR Contingency Allowance will not be used to recover the cost of items that are compensable as a Cost of the Work.
 - G. The CMAR Fee does not apply to expenditures from the CMAR Contingency Allowance. CMAR will not be entitled to any additional overhead, profit, or other markup on any CMAR Contingency Allowance expenditure.
 - H. The designated CMAR Contingency Allowance, as duly replenished, is the maximum amount available to CMAR to recover eligible costs under this Article; Owner will not increase the CMAR Contingency Allowance or otherwise reimburse CMAR for eligible costs incurred in excess of the CMAR Contingency Allowance.
 - I. CMAR will submit applications for reimbursement from the CMAR Contingency Allowance to Owner's Advisor, in a format acceptable to Owner's Advisor, together with appropriate documentation. Payments from the CMAR Contingency Allowance will be recorded in the Application for Payment.

ARTICLE 9—WORK AUTHORIZATIONS

9.01 General Provisions Regarding Work Authorizations

- A. Work Authorizations will be based on Work Packages prepared by Owner's Advisor and Engineer describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.
- B. All Work to be provided by CMAR must be authorized by the issuance of a Work Authorization specifying or referencing the scope of Work to be conducted.
- C. Owner's Advisor will issue each Work Authorization using the Work Authorization form provided by the Owner's Advisor.
- D. The Work Authorization will indicate the compensation to which CMAR is entitled for providing the authorized Work.
- E. CMAR is not entitled to compensation for providing Work that Owner's Advisor has not authorized.

9.02 First Work Authorization

- A. The first Work Authorization, authorizing the commencement of construction, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of expenditures by CMAR for Contract-specific (1) performance and payment bond premiums (2) Builder's Risk premiums, if CMAR is required to purchase and

maintain Builder's Risk insurance, and (3) premiums for other specific insurance policies required by the Contract.

ARTICLE 10—PROCUREMENT OF SUBCONTRACTORS; CMAR SELF-PERFORMANCE OF AUTHORIZED WORK

10.01 Performance of the Authorized Work

- A. CMAR will solicit and receive competitive bids on the Work included in each Work Authorization, including the purchase of materials and equipment. CMAR will prepare bid packages supporting the Work Authorization and make opportunities available to Subcontractors and Suppliers in a way that will increase competition and allow bids by trade contractors or specialty entities. CMAR may prepare bid packages for Work the CMAR may wish to self-perform, so long as doing so will not limit bidding by competing bidders (prospective subcontractors).
- B. CMAR may bid on Work Packages, or portions thereof, if fully qualified to self-perform the subject Work, subject to the following limitations:
 - 1. CMAR may not self-perform more than **60** percent of the total scope of Work under this Contract, as determined on a monetary basis. This percentage applies to the Contract as a whole and does not impose a limitation on specific Work Authorizations. CMAR may self-perform all of the Work in a single Work Authorization so long as the percentage of Work on the total scope of Work for the Contract is within these limitations.
- C. CMAR must submit its bids in advance of receiving other bids, and in the same manner that other bids are to be submitted. Bids are to be opened in the presence of the Owner's Advisor.
- D. CMAR will award the subcontract for the Work under the Work Authorization to the responsible bidder submitting the lowest responsive bid for that portion of the Work for which bids are received. CMAR may self-perform Work when CMAR is the low bidder.

ARTICLE 11—GUARANTEED MAXIMUM PRICE

- 11.01 Subject to the provisions of Article 4, CMAR guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the sum of the amounts for Paragraphs 11.01.A through D that follow will be the binding GMP established by the process stated in Paragraphs 11.02 and 11.03.
 - A. Construction Support Cost Amount (Article 5);
 - B. Cost of the Work (Article 6);
 - C. CMAR Fee (Article 7); and
 - D. CMAR's Contingency Allowance Amount (Article 8).

- 11.02 The Estimated GMP indicated in Exhibit B Table 1—Estimated Guaranteed Maximum Price is a preliminary figure as of the Effective Date of the Contract. The GMP will be revised as the design is continued and completed.
- 11.03 A binding GMP will be established at any time agreeable to Owner and CMAR, but not later than the following:
- A. If the Work is performed under Work Packages released and authorized concurrently for the complete Project, then the binding GMP will be established on the basis of Contract Documents that are 90% complete.
 - B. If the Work will be authorized over time, as the design for individual Work Packages is completed, in a series of incremental Work Authorizations (fast tracking or similar design/construction process) then the binding GMP will be developed in a series of incremental changes as the design for each Work Package reaches 90% completion, culminating, when all Work Packages have been authorized, in a binding GMP for the Contract.
- 11.04 Owner's Construction Budget
- A. Owner's Advisor will establish an updated Owner's Construction Budget (Budget) based on the CMAR's procurement strategy which identifies Work Packages used to construct the Work. Owner's Advisor, working with CMAR, will update this Budget with actual amounts for each line item as Work Authorization amounts identified in the updated Budget are determined.
 - B. Owner's Advisor will revise the Budget to incorporate Change Orders or authorized allocation of contingency funds which change the funds available for Budget line items. When amounts for all Work Authorizations have been determined and the binding GMP is established for the Contract, the Budget must correlate to GMP line items, and the Budget must equal the GMP.
 - C. CMAR will identify variances between the budgeted amount and actual amounts as Work Authorization amounts are determined.
 - 1. Positive variances are created when actual cost for a Work Authorization is less than the budgeted amount. Positive variances identify unused funds that can be used to offset negative variances.
 - 2. Negative variances are created when actual cost for a Work Authorization is more than the budgeted amount. Negative variances identify where additional funds are needed. Unused funds from positive variances can be used to offset these negative variances.
 - 3. Net variances for the Contract are used to determine the current status of the Owner's Construction Budget.
 - a. A net positive variance for the Contract represents a savings to the Owner. A final Contract Amendment will be issued at the completion of the Contract (Final Payment) to adjust the GMP to the actual amount of Contract costs.
 - b. A net negative variance for the Contract represents the amount for which the CMAR is at risk, and no additional compensation will be made to the CMAR.

11.05 Options for Costs Exceeding the Owner's Budget

- A. The Guaranteed Maximum Price resulting from the tabulation of cost for self-performed CMAR Work, bids for Work by Subcontractors and Suppliers, Construction Support Costs, CMAR Contingency Allowances and CMAR Fee cannot exceed the Owner's Construction Budget. The Owner may exercise any of the following options at the sole discretion of the Owner if the proposed Guaranteed Maximum Price exceeds the Owner's Construction Budget:
1. Approve an increase in the Owner's Construction Budget in writing.
 2. Authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Guaranteed Maximum Price.
 3. Cooperate in the revision of the scope of the Project to reduce the actual cost of construction to the Owner's Construction Budget.
 4. Abandon the Project, in whole or in part, and terminate this Contract in accordance with applicable termination for convenience provisions.
- B. If Owner selects the option described in Paragraph 6.05.A.1, CMAR shall proceed with performance of the Work, and provide CMAR Services as described in these Contract Documents without additional compensation for Procurement Services. Other fees and expenses related to the Cost of Work will be adjusted in accordance with the revised Cost of Work.
- C. If Owner selects the option described in Paragraph 6.05.A.2, Owner and CMAR shall proceed with rebidding or renegotiation of some or all parts of the Project. The OPT will work with CMAR to determine if rebidding or restructuring Work Packages is likely to lead to lower bid prices; if so determined, CMAR will rebid selected original Work Packages or restructured Work Packages identified as having the potential to reduce the overall cost of construction to the Owner's Construction Budget. CMAR will advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages. CMAR will provide CMAR Services for rebidding these Work Packages without additional compensation.
- D. If Owner selects the option described in Paragraph 6.05.A.3, CMAR shall assist the OPT in studies to revise the scope of the Project to bring the Project cost within the Owner's Construction Budget. CMAR will provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope for Work Packages and advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages and changes in Contract Times that will result from the changed Work Packages. CMAR will provide CMAR Services for consultation in modifying the Project scope and rebidding these Work Packages without additional compensation.
- E. CMAR shall revise the project schedule to incorporate delays caused by actions taken to bring the Project within the Owner's Construction Budget.

11.06 Conversion of Cost of Work to a Lump Sum Amount

- A. If Owner and CMAR mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CMAR Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount. CMAR will no longer

have access to CMAR Contingency Allowance funds and bears all risk associated with delivering the Work for the lump sum amount.

- B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CMAR Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.05.
- C. The following will continue to apply for conversions to lump sum covered in Paragraphs B and C:
 - 1. The Cost of the Work provisions in Article 6 will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.01.A.2.
 - 2. Construction Support Costs Extended Rate provisions of Paragraph 5.04 will continue to apply for Change Orders.
 - 3. Owner's Contingency will continue to be available per Article 12.

ARTICLE 12—OWNER'S CONTINGENCY ALLOWANCE

12.01 Not Used.

ARTICLE 13—PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

- A. Billing and payment for CMAR Services are addressed in Article 3. The provisions in this Article 13 pertain to billing and payment for the Work.
- B. CMAR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of the CMAR Fee then payable. Applications for Payment will be processed by Owner's Advisor as provided in the General Conditions.

13.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of CMAR's Applications for Payment as recommended by Owner's Advisor on or about the **5th** day of each month during construction as provided in Article 13, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.
- B. Progress payments on account of the Cost of the Work will be made for each Work Authorization.
 - 1. Prior to Substantial Completion, for each Work Authorization progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed, with the balance being retainage.
 - 1) If 50 percent or more of the Work under a Work Authorization has been completed, as determined by Owner's Advisor, and if the character and

progress of the Work have been satisfactory to Owner, Owner's Advisor, and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, Owner's Advisor, and Engineer, there will be no additional retainage; and

- b. **95** percent of cost of materials and equipment not incorporated in the Work, with the balance being retainage.
2. Upon completion of the Work under a Work Authorization, including completion of all punch list items, Owner shall pay an amount sufficient to increase total payments to CMAR to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **5** percent of Owner's Advisor's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

13.03 Final Payment

- A. Upon final acceptance of the Project, the Owner shall pay the Contractor the remainder of the Contract Price theretofore unpaid. Notwithstanding any other part of this Section, the Contractor agrees that the Owner shall, when required by C.R.S. § 38-26-107(1), publish a "notice of final payment" in a legal Summit County newspaper prior to making final payment to the Contractor. This notice of final payment advertises the date, time, and place when final payment will be made and is intended to alert subcontractors so they can present any claims for unpaid amounts to the Owner. The final payment procedure typically delays the final payment made to the Contractor of the retainage amount.
- B. Regardless of whether "notice of final payment" is required by state statute, final payment shall not be made to the Contractor until the Owner has complied with all applicable requirements of C.R.S. § 38-26-107 and all claims, if any, have been resolved to the satisfaction of the Owner.

13.04 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless CMAR submits written consent of the surety to such payment, return, or release.

13.05 Interest

- A. All amounts not paid when due will bear interest at the rate of **1%** percent per annum.

ARTICLE 14—DOCUMENTATION AND AUDIT

14.01 Documentation

- A. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Contract, CMAR and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.
- B. CMAR will provide documentation of all Costs of the Work with the Application for Payment as directed by the Owner's Advisor.

14.02 Audit

- A. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all CMAR's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the CMAR Fee. CMAR shall preserve all such documents for a period of three years after the final payment by Owner. Subcontractors performing Work on a Cost of the Work basis will afford such access to Owner, and preserve such documents, to the same extent required of CMAR.

ARTICLE 15—CONTRACT TIMES

15.01 Contract Times—Days

- A. The Work will be substantially complete within **550** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **580** days after the date when the Contract Times commence to run.
- B. The number of days in which the Work will be substantially complete, and in which the Work will be completed and ready for final payment, will be set out in a Contract Amendment and comply with provisions of Article 15. Completion dates for specified portions of the Work, if applicable, may be set out in Work Authorizations or Change Orders.

15.02 Liquidated Damages

- A. CMAR and Owner recognize that all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CMAR agree that as liquidated damages for delay, but not as a penalty:
 - 1. Substantial Completion—CMAR shall pay Owner **\$1,820.00** for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion, until the Work is substantially complete.
 - 2. Completion of Remaining Work—After Substantial Completion, if CMAR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, as duly adjusted pursuant to the Contract, for completion and readiness for final payment, CMAR shall pay Owner **\$1,820.00** for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Milestones CMAR shall pay Owner the amount specified in Paragraph 15.05 for each day that expires after the time, as duly adjusted pursuant to the Contract, specified for achievement of each Milestone, until that Milestone is achieved.
 - 4. If Owner recovers liquidated damages for a delay in completion of the Project or a specified Milestone by CMAR, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other

damages, whether actual, direct, excess, or consequential, for such delay, except for special damages, if any, specified in this Agreement.

15.03 Special Damages

A. Not Used.

15.04 Milestones and Associated Damages

A. Not Used.

ARTICLE 16—CONTRACT DOCUMENTS

16.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. General Conditions.
3. Supplementary Conditions.
4. General Requirements (Division 01 of the Specifications.)
5. Drawings and Specifications completed as of the Effective Date of the Contract.
6. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A, Scope of CMAR's Services; and
 - b. Exhibit B, Basis of Compensation.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Contract Amendments;
 - b. Executed Work Authorizations, including any exhibits identified as Drawings, Specifications, or other Contract Documents;
 - c. Work Authorization Modifications;
 - 1) Work Change Directives;
 - 2) Change Orders; and
 - 3) Field Orders.
 - d. Performance and Payment Bonds; and
 - e. Warranty Bonds, if any.

B. There are no Contract Documents other than those listed above in this Article 16.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 17—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

17.01 CMAR's Representations

A. To induce Owner to enter into this Contract, CMAR makes the following representations:

1. CMAR has examined and carefully studied the Contract Documents, including Addenda.
2. CMAR has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. CMAR is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. CMAR has carefully studied the reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings, if any, of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. CMAR has carefully studied the reports and drawings, if any, relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. CMAR has considered the information known to CMAR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR; and (c) CMAR's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, CMAR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. CMAR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. CMAR has given Owner's Advisor written notice of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner's Advisor is acceptable to CMAR.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. CMAR's entry into this Contract constitutes an incontrovertible representation by CMAR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

17.02 CMAR's Certifications

- A. CMAR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 17.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish proposal Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and CMAR have signed this Agreement.

This Agreement will be effective on ~~[indicate date on which Contract becomes effective]~~, which is the Effective Date of the Contract.
January 27, 2026

Owner:

Town of Frisco

(typed or printed name of organization)

By:



Digitally signed by Addison Canino
Date: 2026.01.27 13:51:19-0700'

(individual's signature)

Date: **January 27, 2026**

(date signed)

Name: **Addison Canino**

(typed or printed)

Title: **Capital Project Senior Manager**

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

102 School Road / PO 4100

Frisco, CO 80443

Designated Representative:

Name: **Addison Canino**

(typed or printed)

Title: **Capital Project Senior Manager**

(typed or printed)

Address:

102 School Road / PO 4100

Frisco, CO 80443

Phone: **970-331-6632**

Email: **AddisonC@townoffrisco.com**

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CMAR:

Hensel Phelps Construction Co.

(typed or printed name of organization)

By:



Digitally signed by Brian Penner
DN: c=US, E=bpenner@henselphelps.com,
O=Hensel Phelps, OU=Water, CN=Brian Penner
Date: 2026.01.22 06:50:25-0700'

(individual's signature)

Date: **Jan 21, 2026**

(date signed)

Name: **Brian Penner**

(typed or printed)

Title: **General Manager**

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

77 NW Frontage Rd

For Collins, 80524

Designated Representative:

Name: **Jonathan Powanda**

(typed or printed)

Title: **Project Manager**

(typed or printed)

Address:

77 NW Frontage Rd

For Collins, 80524

Phone: **201-470-8904**

Email: **jpowanda@henselphelps.com**

License No.:

(where applicable)

State:

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EXHIBIT A—SCOPE OF CMAR SERVICES

ARTICLE 1—BASIC PRECONSTRUCTION SERVICES

1.01 Project Management

- A. Participate in Project Meetings – **the preconstruction services are anticipated to occur over 30 calendar days.**
 - 1. Participate in Project kick-off meeting. Be prepared to discuss CMAR's team and organizations structure, assignments for responsibilities and Teams CMAR's plan for implementation of Preconstruction Services.
 - 2. Participate in periodic meetings with Owner, Owner's Advisor, and Engineer (collectively, Owner's Project Team or OPT) to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that two progress meetings will occur.
- B. Provide administration of Agreement for CMAR Preconstruction Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

1.02 Design-Related Preconstruction Services

- A. Attend two design meetings to provide consultation on aspects of the design that will impact the budget, schedule, and quality of the completed Work.
- B. Advise, assist, and provide recommendations on all aspects of the planning and design of the Work. Consult with the OPT regarding Site use and improvements, and the selection of materials, building systems, and equipment.
- C. Provide recommendations: on construction feasibility; regarding actions designed to minimize adverse effects of labor or material shortages; on time requirements for procurement, installation, and construction completion; and on factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible opportunities for savings.
- D. Review in-progress design documents, including the documents variously described as preliminary design documents, preliminary design report, design development documents, and the interim final drafts of the Drawings and Specifications, and provide input and advice on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:
 - 1. Ability to bid the Work:
 - a. Identify Work elements that may be difficult to price as presented in the design documents. Provide suggestions to reduce risk and to obtain better pricing from Subcontractors and Suppliers.
 - b. Provide suggestions on Work Packages to improve biddability, however, Engineer will not subdivide work into Work Packages for specific trades.
 - c. Determine that specified products are readily available and notify Engineer if equal or substitute materials might be available.

2. Constructability, including sequencing or coordination issues:
 - a. Adequacy of details for construction;
 - b. Potential conflicts during construction;
 - c. Feasibility of construction;
 - d. Construction sequencing;
 - e. Ability to coordinate among Subcontractors and Suppliers; and
 - f. Coordination between Contract Documents.
 3. Operability:
 - a. Ability to minimize disruptions to existing operations;
 - b. Ability to complete construction connections to existing facilities or utilities;
 - c. Modifications to facilitate initial start-up and/or performance testing; and
 - d. Ability of Owner to operate/maintain the facility when completed.
 4. Possible use of patented, licensed, or copyrighted products.
 5. Requirements for Subcontractor and equipment and materials procurement.
 6. Completeness, consistency, and clarity.
- E. Subsurface conditions and Underground Facilities
1. Review information made available by Owner.
 - a. Review information pertaining to subsurface or physical conditions at the Site. Inform Owner's Advisor of additional examinations, investigations, explorations, testing, or studies (Supplemental Investigations) of subsurface or physical conditions at the Site that CMAR concludes would be beneficial if conducted prior to commencement of construction. See General Conditions Paragraph 5.03.E.
 - b. Review information pertaining to Underground Facilities. Collaborate with the Engineer to improve the accuracy and completeness of information regarding Underground Facilities that Engineer incorporates into Work Authorizations in accordance with General Conditions Paragraph 5.05.
 2. Owner's Advisor will issue a Work Authorization for any necessary potholing, exploratory excavations, or other field investigations related to Paragraph E if necessary.
- F. Research potential substitutes, furnish data and prepare a Preconstruction Substitute Request prior to a Work Authorization requesting the Owner's Advisor to authorize the use of other items of equipment or material in accordance with General Conditions Paragraph 7.09.
- G. Provide review comments in writing using the processes or procedures prescribed by the Owner's Advisor. Verify that the Project design can be executed within the Owner's Construction Budget, within the allotted Contract Times, and with available labor, equipment, and materials.

- H. Report to Owner's Advisor and Engineer any elements of the design that appear to be in error or appear to require engineering review and possible resulting modification.
- I. The CMAR is not responsible for design of the Project. The CMAR does not control the project design or contents of the Contract Documents and does not assume responsibility or liability for the project design by performing these reviews. The CMAR's review of the project design and Contract Documents and providing recommendations are only advisory to the OPT.

1.03 Construction Management Plan and Implementation

- A. Provide and implement a written Construction Management Plan that incorporates the following elements:
 - 1. CMAR's organization for the Construction Phase of the project, including assigned responsibilities and level of authority within Project management;
 - 2. Communication plan, including plans for distribution of documents, implementation of Action Item and Decision registers, frequency of reporting and project controls;
 - 3. Document management plan that incorporates Communications Plan and contractual Electronic Data Protocols;
 - 4. Construction contract administration;
 - 5. Cost management;
 - 6. Time management;
 - 7. Quality management;
 - 8. Risk management;
 - 9. Safety management;
 - 10. Site management and environmental controls;
 - 11. Regulatory requirements and permits;
 - 12. Procurement Strategy Plan;
 - 13. **SRF DBE Requirements; and**
 - 14. **Start up and commissioning program per Exhibit A, Article 2.03 to be included in Basic Services.**
- B. Work with the OPT to incorporate requirements of the General Conditions and General Requirements (Division 01 of the Specifications) into the plan. Reference provisions in the General Conditions and General Requirements as appropriate. Prepare a draft plan and submit for review and comment by the OPT. Respond to comments and incorporate changes suggested by review comments as appropriate.

1.04 Construction Contract Administration

- A. ~~**NOT USED** - Work with the OPT to incorporate requirements of the General Conditions and General Requirements into administration of the Contract. Review the Owner's Construction Management Plan and suggest changes as appropriate.~~
- B. Communications

1. Assist the Owner's Advisor with planning Project meetings, participate in these meetings and provide documentation as requested by the Owner's Advisor.
2. Plan, schedule, and document meetings held with Subcontractors and Suppliers. Include the members of the OPT as appropriate.

1.05 Cost Management

- A. **NOT USED** - Provide a preliminary evaluation of the Owner's program and budget requirements to determine that CMAR will be able to construct the facilities described in that program within the Owner's Construction Budget (Budget) using conceptual estimating techniques. Discuss this initial review of the Budget with the OPT.
- B. **NOT USED** - Work with OA to update the Budget with supporting data for review by the OPT at the following intervals:
 1. Completion of preliminary design documents by the Engineer and approval by the Owner.
 2. Completion of design development documents by the Engineer and approval by the Owner.
 3. At appropriate intervals agreed to by the OPT and CMAR during the preparation of the Construction Documents to determine that changes to the design can be constructed within the Budget.
- C. **NOT USED** - Assist OA in preparing an updated line-item Budget based on the CMAR's proposed Procurement Strategy Plan prepared per Paragraph 1.13. This Budget is to include a line item for each anticipated Work Package, as well as line items for Construction Support Costs, the CMAR Fee, and CMAR Contingency Allowances and other costs, if any, that will be incorporated into the GMP for the Project.
- D. Assess current construction market to determine risk associated with the Budget. As an example, volatility in the cost of selected materials or equipment may drive cost above the Budget. Identify areas where costs may be lower than original estimates and if cost savings may be used to balance the Budget. Report the cost of various design and construction alternatives to the Owner, including the CMAR's assumptions in preparing its analysis, a variance analysis between budget and preliminary Budgets, and recommendations for any adjustments to the Budget. Work with the OPT to consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.
- E. Notify the Owner and the Owner's Advisor immediately if any estimated construction cost will cause the projected GMP to exceed the Budget. Make appropriate recommendations to the OPT if cost projections exceed the Budget.
- F. Provide the Budget-related services set out in Paragraph 11.04 of the Agreement.

1.06 Time Management

- A. Provide a preliminary master schedule for the Contract. Incorporate the Owner's Advisor's preliminary schedule and the schedule for design into the preliminary master schedule. Include allowances for reasonable periods required for the review and approval of items by the OPT and for approvals of governmental authorities having jurisdiction over the Project.

Prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes better defined.

- B. Identify critical design Milestones that must be met to keep the Project on schedule. Coordinate and integrate the preliminary project schedule with the services and activities of the OPT and CMAR. Update the preliminary project schedule as design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and the Owner's occupancy requirements.
- C. Make appropriate recommendations to the Owner and Owner's Advisor if preliminary project schedule updates indicate that previously approved schedules may not meet Contract Time requirements.
- D. Revise the master schedule after the GMP is established.

1.07 Quality Management

- A. Prepare CMAR's Quality Control Plan (CQCP) in accordance with the General Requirements.
 - 1. Describe the quality control organization and lines of authority. Quality control plan is to identify the quality control manager and other key individuals involved in CMAR's quality control effort. Provide the services of a dedicated quality control manager unless Owner's Advisor determines that quality control manager may combine quality control duties with other responsibilities. If quality control manager is to serve in other capacities, identify those other responsibilities and the percentage of time spent in each role. Describe the qualifications of the quality control manager (in resume format) to demonstrate experience with quality management activities and performance on successful projects.
 - 2. Provide the name and qualifications, in resume format, of other persons assigned a quality control function. Define the roles and responsibilities and authorities for each person and the types of Work or portions of the work for which each person is responsible.
 - 3. Describe CMAR's approach to managing quality during construction. Describe how CMAR will integrate quality control procedures into the execution of the Work, provide testing and inspection required to control the quality of the Work in progress and verification or acceptance testing as required by the Contract Documents and CQCP.
 - 4. Include a testing plan with details of tests to be provided. Designate the organization (Owner, Owner's Advisor, CMAR, or Testing Agency) responsible for each type of testing. Coordinate CQCP Testing Plan with testing to be provided by the Owner.
 - 5. Describe CMAR approach for managing defective Work, including notification and documentation procedures, development and implementation of corrective action plans and documentation that record corrective action has been successful in producing Work that complies with the Contract Documents.
 - 6. Describe the approach for scheduling, reviewing, certifying, and managing documentation provided by Subcontractors and Suppliers. Include the approach for

managing the quality of submittals, documentation procedures, and process for tracking and keeping documentation up to date.

1.08 Risk Management

- A. Analyze construction risks to assess risk impact and develop appropriate risk management strategies to minimize associated costs.
- B. Identify additional information that will help with risk assessment.
- C. Provide recommendations for appropriate allocation of construction risks.
- D. Review possible impacts associated with the use of patented, licensed, or copyrighted products.
- E. Review legal requirements for subcontractor and equipment procurement for risk impacts.
- F. Suggest procurement strategies to minimize risk.

1.09 Safety Management

- A. Provide a project-specific Health and Safety Plan for the Contract to address the safety concerns associated with construction activities, including potential hazards, that complies with applicable Laws and Regulations. Write the manual with the ability to readily update the plan to incorporate needed revisions on a regular basis.
- B. The Health and Safety Plan is to include at least the following information:
 - 1. Background information identifying the CMAR, Project description, and location;
 - 2. Management accountability structure with authority to implement safety plans, stop work, or make other safety-related decisions;
 - 3. Role of safety representative (see General Conditions, Paragraph 7.16);
 - 4. Provide descriptions of qualifications and certifications related to the performance of safety representatives;
 - 5. Objectives of the Health and Safety Plan;
 - 6. Administration and enforcement of the Health and Safety Plan;
 - 7. Applicability of the Health and Safety Plan to various personnel categories, including the workforce, visitors, and members of the OPT;
 - 8. List of conditions at the Site that may pose a hazard to anyone, hazard types, and those potentially exposed;
 - 9. Procedures for first aid and medical attention;
 - 10. Emergency notifications procedures based on hazard type which specify the entity to be notified for each situation;
 - 11. Site access control requirements to prohibit unauthorized persons from entering the Site;
 - 12. Orientation and training requirements for workers, visitors, and members of the OPT;
 - 13. Hazard communications and awareness plan;

14. Required safety certifications for each type of work;
15. CMAR's safety training program and effort to create and maintain a culture of safety;
16. CMAR's written safety guidelines for project-specific issues as defined by Laws and Regulations;
17. Plan for conducting safety inspection and the audit frequency and schedule;
18. Process for conducting a Job Hazard Analysis for work activities and implementing countermeasures to ensure safety, including checklist specific the Project and type of work; and
19. Accident / incident reporting procedures including monthly reporting.

C. Incorporate Owner's site safety requirements as appropriate.

1.10 Site Management and Environmental Controls

- A. Develop a plan for managing the Site during construction. The plan should address, at a minimum, management of the following:
1. Office space for CMAR, Subcontractors and if required by Contract, the OPT;
 2. Water, sanitation, electrical, internet, and other utilities for CMAR's and OPT's operations at the Site;
 3. Storage facilities, parking, and construction equipment storage and maintenance;
 4. Protection of existing structures, trees and other landscaping, buildings, utilities, and Underground Facilities;
 5. Site security, site safety, and emergency responses;
 6. Temporary roads, temporary signage, barricades, fencing, and other devices to manage traffic to and within the Site, including provisions for delivery of materials and equipment, and maintenance during construction;
 7. Environmental conditions including storm water management, pollution control, care of water, soil management, and other temporary controls and their removal when no longer required;
 8. Reference data and control points; and
 9. Cleaning during construction and containment and disposal of waste materials.
- B. Review plan with Owner's Advisor and Owner to identify potential conflicts with operating other facilities, on-going and anticipated construction by other entities. Revise if necessary.

1.11 Regulatory Requirements and Permits

- A. Review regulatory requirements and permits required for construction. Develop a written plan for meeting applicable Laws and Regulations and obtaining permits. List the permit requirements, entities responsible for obtaining permits, documentation required for permits and cost for obtaining and complying with these requirements.

- B. Incorporate the associated cost into the Cost of Work and inform the Owner so these can be incorporated into the Owner's Construction Budget, or the Owner's Construction Budget may be adjusted as required.
- C. Incorporate time for obtaining permits into the project schedule to ensure permits can be obtained and regulatory requirements met in time for the orderly progression of Work.

1.12 Procurement Strategy Plan

- A. Provide input to OPT regarding the current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions.
- B. As the design develops, organize the Work into Work Packages that will (1) allow for phased construction that will shorten the overall completion schedule for the Work, (2) encourage price competition by prospective Subcontractors and Suppliers, and (3) enhance the quality and safety of the Work.
- C. Develop Subcontractor and Supplier interest in the Project consistent with state Laws and Regulations. Furnish the Owner's Advisor a list of possible Subcontractors and Suppliers, from whom competitive bids will be requested for each principal portion of the Work. Identify preferred providers based on CMAR's previous experience for quality of work, on-time delivery, and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the OPT to investigate the qualifications of proposed Subcontractors and Suppliers, nor does it waive the right of Owner to later object to or reject any proposed Subcontractor or Supplier when bids are considered. CMAR may submit a Change Proposal for any increase in the Guaranteed Maximum Price if this change is made after the GMP has been established.
- D. Recommend to the OPT a schedule for procurement of long-lead time items required to meet the project schedule. Assist the OPT with the procurement of these long-lead items by obtaining competitive bids for these items under a separate Work Authorization.
- E. Identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers, requirement of certified or prequalified installers, or alternative contracting methods.
- F. Advise the Owner of market conditions, bid issues, design issues, or other factors which may have had an impact causing bid prices to be higher than estimated. Discuss opportunities for bringing the Project within budget with the Owner and the Owner's Advisor, in consultation with the Engineer to assist with deciding on how to proceed.

ARTICLE 2—ADDITIONAL PRECONSTRUCTION SERVICES

2.01 Diverse Business Enterprise (DBE) Program Implementation

- A. Identify potential contracting opportunities for DBE Subcontractors and Suppliers to meet Project DBE participation goals.
- B. Identify materials and equipment for which no opportunity for DBE participation exists to assist the Owner in developing realistic DBE participation goals based on available opportunities.

- C. Determine the eligible contract costs associated with each proposed Work Package.
- D. Propose realistic DBE participation goals for the Project, expressed as a percentage of eligible contract costs, considering the specific subcontracting opportunities identified and the availability of DBE participants for each specific subcontracting opportunity.
- E. Determine if Owner's DBE participation goals for the Project, expressed as a percentage of eligible contract costs, is achievable when considering the specific subcontracting opportunities identified and the availability of DBE participants for each specific subcontracting opportunity. Propose the participation goals which are considered to be achievable.
- F. Promote opportunities for DBE firms to participate in submitting offers for subcontracts. Provide potential Subcontractors and Suppliers with a copy of Owner's DBE policy with bid documents. Make a good faith effort to encourage DBE participation and make potential Subcontractors and Suppliers aware that participation is taken into consideration when awarding contracts.

2.02 Value Engineering Studies

- A. Participate in a Value Engineering review at the level appropriate for the Final Design Phase documents to assist in identifying ways to improve value to the owner or reduce the cost for the project. Provide cost estimates to quantify potential cost savings to reduce the overall cost for the Project.
- B. Assist OA in conducting a workshop to identify potential changes which could reduce the cost of the Project or increase the value of the Project by more than the cost of the changes.
- C. Review and comment on deliverable which includes value engineering recommendation reports.

2.03 Start Up and Commissioning Program

- A. Provide CMAR's organizational structure for startup and commissioning. Identify the individuals from CMAR, Subcontractors and Suppliers actively involved in the process. Identify testing personnel required for startup, including independent testing agencies. Work with Owner's Advisor to develop a table of roles and responsibilities for CMAR team and the OPT.
- B. Develop a written start up and commissioning program consistent with the requirements of the Contract Documents. Write the plan in a way that will allow specific details to be added or information updated as equipment and materials are purchased and delivered.
- C. Identify all systems to be included in the startup plan, each item of equipment involved with each system and the interface between each item of equipment and other operating equipment. Identify how each equipment component fits into operations of the completed facility.
- D. Identify control systems associated with operating the system or facility, and how each is used to start-up, operate, and shut down its associated system. Identify prerequisite conditions for startup and testing for each system and facility. Identify conditions which would merit termination of startup or testing procedures.

- E. Compile a list of all documents required for startup, including Contract Documents, Shop Drawings, operations and maintenance manuals, verification of warranty information, lists of spare parts and their location, and contact information for manufacturer's representatives to be included in startup readiness testing /verification and performance testing.
 - F. Identify testing required for factory witness testing, startup readiness verification, equipment and performance testing, and functional and performance testing.
 - G. Provide a preliminary schedule for startup and commissioning plans which can be updated as more detailed information is available. Incorporate this schedule in the master schedule and construction schedule for the Project.
- 2.04 Additional Inspections and Quality Management
- A. Provide shop, mill, or laboratory inspections of materials and equipment, or field inspections of materials and equipment other than as required as Basic Services.
 - B. Unscheduled Post-Completion Inspections as required.
- 2.05 Additional Copies of Documents
- A. Furnish additional sets of printed documents created by the CMAR.

ARTICLE 3—BASIC PROCUREMENT SERVICES

3.01 Project Management

- A. Participate in Project Meetings
 - 1. Participate in kick-off meeting for Procurement Services. Be prepared to discuss changes in CMAR's team and organization structure for Procurement Services, assignments of responsibilities, and CMAR's plan for implementation of Procurement Services.
 - 2. Participate in periodic meetings with the OPT to review progress, coordinate efforts, and discuss planned activities related to procurement. It is anticipated that these progress meetings will occur **biweekly** at times when procurement activities for Work Packages are underway.
- B. Provide administration of Agreement for CMAR Procurement Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

3.02 Assembling Work Packages

- A. Assemble appropriate bid documents for distribution to prospective bidders for Work Packages in accordance with the procurement strategies defined in the Construction Management Plan and Procurement Strategy Plan (see Basic Preconstruction Services).

3.03 Advertise for Bids

- A. Publicly advertise each Work Package, soliciting bids from Subcontractors and Suppliers for each Work Package in accordance with the applicable provisions of Laws and Regulations.

- B. Maintain a list of all entities that have requested bid documents for each Work Package (planholders) until bids are received. Provide updates of the planholders as required by the Owner's Advisor.
- C. Encourage multiple Subcontractors and Suppliers to submit bids on the Work Package so a minimum of three bids are received for each Work Package.

3.04 Pre-Bid Conferences

- A. Conduct a pre-bid conference with prospective Subcontractor and Suppliers to familiarize them with:
 - 1. Bid opportunities for Work Packages;
 - 2. Special requirements of the Contract Documents;
 - 3. Prevailing wage requirements;
 - 4. Equal employment opportunity requirements; and
 - 5. Diverse Business Enterprise requirements, if any.
- B. Obtain responses from the Owner's Advisor, in consultation with the Engineer, to all questions at pre-bid conferences requiring a modification to the Contract Documents. Prepare a record of the discussions at the pre-bid conference to assist the Owner's Advisor and Engineer in preparing Addenda as appropriate. Review and comment on Addenda prepared by the Owner's Advisor in consultation with the Engineer to incorporate responses to questions raised during or as a result of the pre-bid conference.

3.05 Addenda

- A. Receive draft Addenda prepared by the Owner's Advisor in consultation with the Engineer. Review the draft Addenda for clarity, consistency, and coordination, and provide comments to Owner's Advisor and Engineer. By conducting such reviews and providing comments, CMAR does not assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents.
- B. Distribute Addenda regarding any changes in the bid process or Contract Documents to all planholders. Require verification from planholders that Addenda have been received.

3.06 Opening Bids

- A. Open bids submitted by Subcontractors and Suppliers for all Work Packages at the time and location so indicated in the advertisement for bid or as altered by addendum sent to all planholders.
- B. Where allowed by state Laws and Regulations, the CMAR may be able to self-perform portions of the Work. Require sealed bids for all Work Packages which the CMAR proposes to perform with its own resources. The CMAR must submit a sealed bid for any such Work Package to be opened at the same time and in the same manner that other bids for this Work are to be opened. The CMAR will be allowed to self-perform that Work for which the CMAR's bid demonstrates that it will provide the best value in terms of cost, schedule, and quality of Work.

- C. Review all bids submitted in the presence of the Owner and the Owner's Advisor in a way that does not disclose the contents of the bid during the selection process to any entity other than the OPT and CMAR.
- D. Compare bids received to the line-item budget prepared for the Project prior to the opening of bids. Resolve discrepancies or overlaps in bid packages to eliminate duplications or the omission of elements of the Work that are not included in Construction Support Costs. Discuss each bid received with the OPT and recommend which bid received will provide best value for the Owner.
- E. Evaluate any substitutions or alternate bids offered by bidders. Owner's Advisor, in consultation with the Engineer, will evaluate the substitutions or alternate bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The Owner, in consultation with the Owner's Advisor and Engineer, will determine if the substitution or alternate is acceptable.
- F. The Owner will adjust the Guaranteed Maximum Price (GMP) if the Owner requires the CMAR to contract with a Subcontractor or Supplier different from the entity submitting the bid on which the GMP is based. This adjustment will be made in the GMP or by Change Order if the GMP has already been established by a Work Authorization.
- G. In the case of the need to replace a Subcontractor or Supplier under the provisions of the General Conditions Paragraph 7.10.O, Owner may direct the CMAR to obtain competitive bids for this Work if the cost proposed by the CMAR or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than 10 percent of the line-item amount. The CMAR will not be required to advertise this Work as required in Paragraph 1.02.
- H. Make all bids public after the award of contracts or not later than 7 days after the date of the final selection of bids or proposals.

ARTICLE 4—ADDITIONAL PROCUREMENT SERVICES

4.01 Diverse Business Program Implementation

- A. Promote opportunities for DBE firms to participate in submitting offers for subcontracts. Provide potential Subcontractors and Suppliers with a copy of Owner's DBE policy with bid documents. Make a good faith effort to encourage DBE participation and make potential Subcontractors and Suppliers aware that participation is taken into consideration when awarding contracts.
- B. Notify Owner if a qualified DBE Subcontractor or Supplier submits a bid but has submitted a higher bid price than a qualified non-DBE Subcontractor or Supplier. Work with the Owner to determine if the subcontract is to be awarded to the higher priced DBE subcontractor. Adjust the GMP accordingly.

4.02 Prequalification of Bidders

- A. Prequalify bidders for the Project using the OPT's prequalification process. If the OPT does not have a prequalification process in place for this Project, CMAR will assist the OPT in developing and implementing a prequalification process. Any prequalification of bidders must also be in accordance with applicable state Laws and Regulations.

4.03 Additional Work Packages

- A. Providing additional effort to procure Work Packages in addition to the number of Work Packages stipulated in Paragraph 3.02.

4.04 Regulatory Agencies

- A. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications other than those described in **CMAR-850**.
- B. Additional meetings with local, state, and federal agencies in excess of those described in **CMAR-850**.

4.05 Additional Copies of Documents

- A. Furnishing additional sets of printed documents.

ARTICLE 5—SPECIAL SERVICES

- 5.01 The scope of services for Special Services, if any, will be the scope set forth in the Contract Amendment(s) establishing and authorizing such Special Services.

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GUIDELINES FOR PREPARING AGREEMENT EXHIBIT B

Attachment A to this exhibit provides detailed information for each table in Exhibit B. The tables in the following Attachment A include a description of each column or designated row or cell, their related calculations, and Notes to User on the function of each. Cells are typically locked except when modifying the tables to prevent accidental overwriting of equations or functions. Restrictions allow additional rows to be added as needed for Table 3 and Table 4.

The use of color coding and different fonts to help provide direction on completing these tables is summarized in the following table and provides a summary of those conventions:

	No color is used in cells prepared by the Owner's Advisor.
	Light green indicates cells in which the Proposer or CMAR is to enter data, amounts or factors in the form of percentages. This color is not used in the Agreement Exhibit B since OA will prepare this document.
	Light blue indicates that the cell includes an equation. These cells are normally protected unless changes are being made to the worksheet.
	Light purple indicates cells containing data or amounts that are transferred to Table 1.
b	Lower-case letters in blue and bold fonts indicate column designators used for instructions. These may not correspond to Excel worksheet column headings since columns may have been combined for formatting. These correspond to information provided in the tables in Attachment A.
3	Numbers in blue and bold fonts indicate row or cell designators used for instructions. These correspond to information provided in tables in Attachment A.
Table	Names of other worksheets within the workbook are in blue and bold fonts.
C a	The capital letter "C" followed by a lower-case letter in blue and bold fonts is an abbreviated designation for a Column, in this example, Column a .
R 1	The capital letter "R" followed by a number in blue and bold fonts is an abbreviated designation for a Row, in this example, Row 1 .
[]	Brackets indicate a place holder where a specific type of information is to be provided.

ATTACHMENT A—DETAILED INFORMATION FOR AGREEMENT EXHIBIT B

Table 1—Estimated Contract Price

Item	Item Title	Calculation	Comment
1	Compensation for CMAR Services	= Table 2, R 11	Transfers amount for Total Cost for CMAR Services from Table 2—Compensation for CMAR Services.
2	Fixed Construction Support Costs	= Table 3, R 1	Transfers amount for Total Fixed Construction Support Cost from Table 3—Basis of Compensation for Fixed Construction Support Cost.
3	Time Sensitive Construction Support Costs	= Table 4, R 1	Transfers amount for Total Time Sensitive Construction Support Cost from Table 4—Basis of Compensation for Time Sensitive Construction Support Cost.
4	Total Construction Support Costs	(2 + 3)	Worksheet calculates Total Construction Support Costs by adding the amount for Fixed Construction Support Cost to the amount for Time Sensitive Construction Support Cost.
5	Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work prepared by the Owner's Advisor. This number is used to determine an estimated Guaranteed Maximum Price (GMP) which is included in calculating an estimated Contract Price.
6	CMAR Fee Percentage	[Enter %]	Enter the proposed or negotiated CMAR Fee Percentage.
7	CMAR Fee	(5 x 6)	Worksheet calculates the amount of the CMAR Fee by multiplying the Estimated Cost of the Work times the CMAR Fee Percentage. This is the amount of CMAR Fee based on Estimated Cost of the Work. Fee is earned as a percentage of the actual cost on approved Work Authorizations.
8	Cost of the Work with CMAR Fee	(5 + 7)	Worksheet calculates the amount of the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the CMAR Fee.
9	Payroll Cost—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Payroll Cost.
10	Payroll Cost—CMAR Fee Percentage	[Enter %]	Enter the CMAR Fee Percentage proposed or negotiated for Payroll Costs
11	Payroll Cost—CMAR Fee Amount	(9 x 10)	Worksheet calculates the CMAR Fee amount for Payroll Cost by multiplying the Estimated Cost of the Work for Payroll times its CMAR Fee Percentage.
12	Payroll Cost—Cost with CMAR Fee	(9 + 11)	Worksheet calculates Payroll Cost with CMAR Fee by adding the Estimated Cost of the Work for Payroll to the Payroll Cost CMAR Fee Amount.
13	Incorporated Equipment and Materials—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Equipment and Materials Incorporated into the Work.
14	Incorporated Equipment and Materials— CMAR Fee Percentage	[Enter %]	Enter the CMAR Fee Percentage proposed or negotiated for Equipment and Materials Incorporated into the Work.

Item	Item Title	Calculation	Comment
15	Incorporated Equipment and Materials—CMAR Fee Amount	(13 x 14)	Worksheet calculates the CMAR Fee amount for Incorporated Equipment and Materials by multiplying the Estimated Incorporated Equipment and Materials Cost times its CMAR Fee Percentage.
16	Incorporated Equipment and Materials—Cost with CMAR Fee	(13 + 15)	Worksheet calculates Incorporated Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Incorporated Equipment and Materials to its CMAR Fee Amount.
17	Consumable Equipment and Materials Cost—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to equipment and materials consumed in construction of the Work.
18	Consumable Equipment and Materials Cost—CMAR Fee Percentage	[Enter %]	Enter the CMAR Fee Percentage proposed or negotiated for equipment and materials consumed in construction of the Work.
19	Consumable Equipment and Materials Cost—CMAR Fee Amount	(17 x 18)	Worksheet calculates the CMAR Fee amount for Consumable Equipment and Materials by multiplying the Estimated Consumable Equipment and Materials Cost times its CMAR Fee Percentage.
20	Consumable Equipment and Materials Cost—Cost with CMAR Fee	(17 + 19)	Worksheet calculates Consumable Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Consumable Equipment and Materials to its CMAR Fee Amount.
21	Subcontractor Cost—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Subcontractor Cost.
22	Subcontractor Cost—CMAR Fee Percentage	[Enter %]	Enter the CMAR Fee Percentage proposed or negotiated for Subcontractor Cost.
23	Subcontractor Cost—CMAR Fee Amount	(21 x 22)	Worksheet calculates the CMAR Fee amount for Subcontractor Cost by multiplying the Estimated Cost of the Work for Subcontractor Cost times its CMAR Fee Percentage.
24	Subcontractor Cost—Cost with CMAR Fee	(21 + 23)	Worksheet calculates Subcontractor Cost with CMAR Fee by adding the Estimated Cost of the Work for Subcontractor Cost to its CMAR Fee Amount.
25	Construction Equipment Cost—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Construction Equipment Cost.
26	Construction Equipment Cost—CMAR Fee Percentage	[Enter %]	Enter the CMAR Fee Percentage proposed or negotiated for Construction Equipment Costs.
27	Construction Equipment Cost—CMAR Fee Amount	(25 x 26)	Worksheet calculates the CMAR Fee amount for Construction Equipment by multiplying the Estimated Cost of the Work for Construction Equipment Cost times its CMAR Fee Percentage.
28	Construction Equipment Cost—Cost with CMAR Fee	(25 + 27)	Worksheet calculates Construction Equipment Cost with CMAR Fee by adding the Estimated Cost of the Work for Construction Equipment Cost to its CMAR Fee Amount.
29	Supplemental Cost— Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Supplemental Cost.

Item	Item Title	Calculation	Comment
30	Supplemental Cost—CMAR Fee Percentage	[Enter %]	Enter the CMAR Fee Percentage proposed or negotiated for Supplemental Costs
31	Supplemental Cost—CMAR Fee Amount	(29 x 30)	Worksheet calculates the Estimated Cost of the Work for Supplemental Cost by multiplying the Estimated Cost of the Work for Supplemental Cost times its CMAR Fee Percentage.
32	Supplemental Cost—Cost with CMAR Fee	(29 + 31)	Worksheet calculates Supplemental Cost with CMAR Fee by adding the Estimated Cost of the Work for Supplemental Cost to its CMAR Fee Amount.
33	Total Estimated Cost of the Work	Σ (9, 13, 17, 21, 25, 29)	Worksheet calculates the Total Estimated Cost of the Work by summing the Estimated Cost of the Work for each of the Cost of the Work Categories.
34	Total CMAR Fee	Σ (11, 15, 19, 23, 27, 31)	Worksheet calculates the Total CMAR Fee by summing the CMAR Fee for each of the Cost of the Work Categories.
35	Cost of the Work with CMAR Fee	Σ (12, 16, 20, 24, 28, 32)	Worksheet calculates the Total Cost of the Work with CMAR Fee by summing the Cost with CMAR Fee for each of the Cost of the Work Categories.
36	Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work prepared by the Owner's Advisor. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
37	CMAR Lump Sum (stipulated) Fee	[Enter Value]	Enter the stipulated amount proposed or negotiated for CMAR Fee.
38	Cost of the Work with CMAR Fee	(36 + 37)	Worksheet calculates the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the lump sum CMAR Fee.
39	CMAR Contingency Allowance Percentage	[Enter %]	Enter the proposed or negotiated percentage of the Cost of the Work to be used to calculate the CMAR Contingency Allowance.
40	Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work prepared by the Owner's Advisor. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
41	CMAR Contingency Allowance	(39 x 40)	Worksheet calculates amount of CMAR Contingency Allowance by multiplying the CMAR Contingency Allowance Percentage times the Estimated Cost of the Work.
42	Other Specific Product or Contingency Allowance	[Enter Amount]	Identify other contingency allowances proposed or negotiated to be included in the Contract Price. Contingency allowance should be restricted to use for its stated purpose. Contingency allowance amount will be adjusted based on actual cost per applicable General Condition or Supplementary Conditions provisions related to a contingency allowance. Enter a description of the contingency allowance item and the amount for the contingency allowance.
43	Total CMAR and Other Contingency Allowances	(41 + 42)	Worksheet calculates Total CMAR and Other Contingency Allowances amount by adding the CMAR Contingency Allowance to other specified contingency allowances.

Item	Item Title	Calculation	Comment
44	Estimated Guaranteed Maximum Price	$(4 + (8 \text{ or } 35 \text{ or } 38 + 43))$	Worksheet calculates the Estimated GMP by summing the cost for Construction Support Costs, Cost of the Work with CMAR Fee, and CMAR and Other Contingency Allowances. Depending on the procedures used for calculating the CMAR Fee, Items 8, 35, or 38 may be deleted. Delete terms that appear as #REF! in the equation for 44 per the Note to User for this section.
45	Owner's Contingency Allowance	[Enter Amount]	Enter the Owner's Contingency Allowance amount if the Owner's Contingency Allowance is to be include in the Contract Price.
46	Total Amount of Contract Award	$(1 + 44 + 45)$	Worksheet calculates The Total Amount of the Contract Award (amount for which Contract will be awarded) by summing the Cost for CMAR Services, the Estimated Guaranteed Maximum Price (calculated using the selected compensation method) and the Owner's Contingency Allowance.
47	Substantial Completion Days	[Enter Days]	Enter the proposed or negotiated days to Substantial completion in accordance with the applicable General Condition or Supplementary Conditions provisions.
48	Final Completion Days	[Enter Days]	Enter the proposed or negotiated days to Final Completion in accordance with the applicable General Condition or Supplementary Conditions provisions.
49	Construction Period Days	$(47 + 48)$	Worksheet calculates the Construction Period by adding the number of day to reach Substantial Completion to the number of additional days to reach Final Completion.

Table 2—Compensation for CMAR Services

Column	Column Title	Calculation	Comment
a	Task	[Enter Data]	Enter the Task Number (from the corresponding paragraph number) for each item in the final Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
b	Description	[Enter Data]	Enter the paragraph title for each item in the final Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
c - g	Name of Provider	[Enter Data]	Enter the name of each CMAR service Provider. Enter the estimated number of hours for each task for each Provider in the rows below.
	Classification	[Enter Data]	Enter the type of service provided by each Provider. Examples: Project Manager, CMAR Services Manager, Estimator, Scheduler etc.
	Billing Rate	[Enter Amount]	Enter the hourly billing rate for each Provider. Rate is to include all fringe costs and expenses.
h	Amount	Hrs C c x Rate C c + Hrs C d x Rate C d + Hrs C e x Rate C e + Hrs C f x Rate C f + Hrs C g x Rate C g	Worksheet calculates Amount by multiplying the number of hours for each Task times the Billing Rate in the Column Titles for each Provider and totaling these to determine the total amount for each Task item.
Row	Row Title	Calculation	Comment
1	Total Cost for CMAR Preconstruction Basic Services	$\sum C h$ for Task 1.00	Worksheet calculates total for Preconstruction Basic Services.
2	Total Cost for CMAR Preconstruction Additional Services	$\sum C h$ for Task 2.00	Worksheet calculates total for Preconstruction Additional Services.
3	Total Cost for CMAR Preconstruction Services	(1 + 2)	Worksheet calculates total for Preconstruction Services.
4	Total Cost for CMAR Procurement Basic Services	$\sum C h$ for Task 3.00	Worksheet calculates total for Procurement Basic Services.
5	Total Cost for CMAR Procurement Additional Services	$\sum C h$ for Task 4.00	Worksheet calculates total for Procurement Additional Services.
6	Total Cost for CMAR Procurement Services	(4 + 5)	Worksheet calculates total for Procurement Services.
7	Total Owner's Contingency Allowance for CMAR Special Services (Stipulated Sum)	[Enter Amount]	Enter an amount for an Owner's Contingency Allowance dedicated to CMAR Special Services. Owner may choose to use Owner's Contingency Allowance to cover these additional services or may prefer that these be separate and reserved for CMAR services. This is recommended if Owner Contingency allowance will be established later as part of negotiations for the GMP

Row	Row Title	Calculation	Comment
8	Owner's Contingency Allowance for CMAR Special Services Percentage	[Enter %]	Enter the amount for the Owner's Contingency Allowance. Owner can base the amount of its contingency allowance for CMAR Special Services as a percentage of totals for Preconstruction Services and Procurement Services. Enter that percentage here.
9	Owner's Contingency Allowance for CMAR based on Special Services (% of CMAR Services)	$(3 + 6) \times 8$	Worksheet calculates the Owner's contingency allowance based on the percentage for CMAR Special services entered in p and the totals for Preconstruction and Procurement Services. This provides a larger contingency that will adjust if Additional services are added. Change the calculations if the contingency allowance is to be based on the total for Basic services only $((1 + 4) \times 8)$.
10	Total Owner's Contingency Allowance for CMAR Special Services	= 7 or 9	Worksheet calculates the Owner's contingency allowance. If no percentage is entered in 8 the amount in 7 will be returned in 10. If a percentage is entered in 8, then 9 will be returned.
11	Total Cost for CMAR Services	$(3 + 6 + 10)$	Worksheet calculates the total for CMAR Services. This number is transferred to Table 1 R 1 to be included in the calculation of the Contract Price. It is not part of the Guaranteed Maximum Price for Work

Table 3—Basis of Compensation for Fixed Construction Support Cost

Column	Column Title	Calculation	Comment
a	CMAR Number	[Enter Data]	Enter the CMAR Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	[Enter Data]	Enter a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	[Enter Data]	Enter a brief description of the Fixed Construction Support Cost item.
d	Quantity	[Enter Number]	Enter the quantity of each Fixed Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as "1".
e	Units	[Enter Data]	Enter the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	[Enter Amount]	Enter the Unit Cost per unit for each item.
g	Amount	$(d \times f)$	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.
Row	Row Title	Calculation	Comment
1	Total Fixed Construction Support Costs	$\sum C g$	Worksheet calculates the Total Fixed Support Cost by summing all Fixed Support Cost line items. This amount is transferred to Table 1, R 2.

Table 4—Basis of Compensation for Time Sensitive Construction Support Cost

Column	Column Title	Calculation	Comment
a	CMAR Number	[Enter Data]	Enter the CMAR Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	[Enter Data]	Enter a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	[Enter Data]	Enter a brief description of the Time Sensitive Construction Support Cost item.
d	Quantity	[Enter Number]	Enter the quantity of each Time Sensitive Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as “1”.
e	Units	[Enter Data]	Enter the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	[Enter Amount]	Enter the Unit Cost per unit for each item.
g	Amount	(d x f)	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.

Row	Row Title	Calculation	Comment
1	Total Time Sensitive Construction Support Costs	$\sum C g$	Worksheet calculates the Total Fixed Support Cost by summing all Time Sensitive Construction Support Cost line items. This amount is transferred to Table 1, R 3 .
2	Construction Period	= (Table 1, R 49)	Number of days in the Construction Period. This number is transferred here from Table 1, R 49 .
3	Construction Support Cost Extended Rate	(1 / 2)	Worksheet calculates the Extended Rate for Time Sensitive Construction Support Cost by dividing the Total Time Sensitive Construction Support Cost by the number of days in the Construction Period.

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Table 1—Estimated Contract Price

Compensation for CMAR Services (See Table 2, Row 11)										1	\$	34,720.00
Construction Support Costs												
Fixed Construction Support Costs (see Table 3, Row 1)										2	\$	317,731.00
Time Sensitive Construction Support Costs (see Table 4, Row 1)										3	\$	1,869,023.00
Total Construction Support Costs										4	\$	2,186,754.00
Estimated Cost of the Work with CMAR Fee												
Estimated Cost of the Work										5	\$	4,882,545
Unit Price Items				Unit Cost	Unit	Quantity	Total Cost					
Split Rail Fence				\$ 41.82	LF	660.00	\$ 27,600.00				\$ 27,600.00	
Landscape Rock				\$ 27.28	CY	545.00	\$ 14,866.51				\$ 14,866.51	
Tree Removal				\$ 1.44	SF	3,685.00	\$ 5,297.19				\$ 5,297.19	
Tree Planting				\$ 71.70	SF	2,900.00	\$207,937.25				\$ 207,937.25	
CMAR Fee	6	12%	of Estimated Cost of Work							7	\$	585,905.40
Cost of the Work with CMAR Fee										8	\$	5,724,151
CMAR and Other Contingency Allowances												
CMAR Contingency Allowance		39	3%	of	40	\$ 4,882,545.00	Estimated Cost of the Work			41	\$ 146,476.35	
[Other Specific Product or Contingency Allowance]										42		
Total CMAR and Other Contingency Allowances										43	\$	146,476.35
Estimated Guaranteed Maximum Price (Total Construction Support Cost, Estimated Cost of Work with CMAR Fee and the Total CMAR and Other Contingency Allowances)										44	\$	8,057,381.70
Owner's Contingency Allowance										45	\$	-
Total Amount of Contract Award (Total of Compensation for CMAR Services, Estimated Guaranteed Maximum Price, and Owner's Contingency Allowance)										46	\$	8,092,101.70
Contract Times												
CMAR [estimates] [agrees] it will reach Project Substantial Completion in:					47	516	days					
CMAR [estimates] [agrees] it will reach Final Completion in additional days:					48	30	days					
Estimated number of days in the Construction Period					49	546	days					

Table 2—Compensation for CMAR Services

a	b	c	d	e	f	g	h
Task	Description	[Provider A] [Classification]	[Provider B] [Classification]	[Provider C] [Classification]	[Provider D] [Classification]	[Provider E] [Classification]	Amount
		\$ 141.00	\$ 145.00	\$ 148.00	\$ -	\$ -	
		Hours	Hours	Hours	Hours	Hours	
1.00	Preconstruction Basic Services						
1.01	Project Management	80	80	80			\$ 34,720.00
1.02	Design Related Preconstruction Services						\$ -
1.03	Construction Management Plan and Implementation						\$ -
1.04	Construction Contract Administration						\$ -
1.05	Cost Management						\$ -
1.06	Time Management						\$ -
1.07	Quality Management						\$ -
1.08	Risk Management						\$ -
1.09	Safety Management						\$ -
1.10	Site Management and Environmental Controls						\$ -
1.11	Regulatory Requirements and Permits						\$ -
1.12	Procurement Strategy Plan						\$ -
1	Total Cost for CMAR Preconstruction Basic Services						\$ 34,720.00
2.00	Preconstruction Additional Services						
2.01	Diverse Business Enterprise Program Implementation						\$ -
2.02	Value Engineering Studies						\$ -
2.03	Start Up and Commissioning Program						\$ -
2.04	Additional Inspections and Quality Management						\$ -
2.05	Additional Copies of Documents						\$ -
2	Total Cost for CMAR Preconstruction Additional Services						\$ -
3	Total Cost for CMAR Preconstruction Services						\$ 34,720.00

a	b	c	d	e	f	g	h
Task	Description	[Provider A]	[Provider B]	[Provider C]	[Provider D]	[Provider E]	Amount
		[Classification]	[Classification]	[Classification]	[Classification]	[Classification]	
		\$ 141.00	\$ 145.00	\$ 148.00	\$ -	\$ -	
		Hours	Hours	Hours	Hours	Hours	
3.00	Procurement Basic Services						
3.01	Project Management						\$ -
3.02	Assembling Work Packages						\$ -
3.03	Advertise for Bids						\$ -
3.04	Pre-bid Conferences						\$ -
3.05	Addenda						\$ -
3.06	Opening Bids						\$ -
4	Total Cost for CMAR Procurement Basic Services						\$ -
4.00	Procurement Additional Services						
4.01	Diverse Business Enterprise Program Implementation						\$ -
4.02	Prequalification of Bidders						\$ -
4.03	Additional Work Packages						\$ -
4.04	Regulatory Agencies						\$ -
4.05	Additional Copies of Documents						\$ -
5	Total Cost for CMAR Procurement Additional Services						\$ -
6	Total Cost for CMAR Procurement Services						\$ -
5.00	Special Services						
7	Owner's Contingency Allowance for CMAR Special Services (Stipulated Sum)						
8	Owner's Contingency Allowance for CMAR Special Services	9	of Total for Preconstruction and Procurement CMAR Services				\$ -
10	Total Owner's Contingency Allowance for CMAR Special Services						\$ -
11	Total Cost for CMAR Services						\$ 34,720.00

Table 3—Basis of Compensation for Fixed Construction Support Cost

a	b	c	d	e	f	g
CMAR Number	Contract Reference	Description	Quantity	Units	Unit Cost	Amount
		Mobilization	1	LS	\$ 135,520.00	\$ 135,520.00
		General Expenses	1	LS	\$ 64,100.00	\$ 64,100.00
		Bonds	1	LS	\$ 48,344.00	\$ 48,344.00
		Permits	1	LS	\$ 69,767.00	\$ 69,767.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
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						\$ -
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						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
1	Total Fixed Construction Support Cost					\$ 317,731.00

Table 4—Basis of Compensation for Time Sensitive Construction Support Cost

a	b	c	d	e	f	g
CMAR Number	Contract Reference	Description	Quantity	Units	Unit Cost	Amount
		Time Sensitive Construction Support Costs	1	LS	\$ 1,869,023.00	\$ 1,869,023.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
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						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
1	Total Time Sensitive Construction Support Cost					\$ 1,869,023.00
2	Construction Period		546	days		
3	Construction Support Cost Extended Rate		\$ 3,423.12	per day		

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WORK AUTHORIZATION: [NUMBER OF WORK AUTHORIZATION]

		Project No.
Owner:	Town of Frisco	
Owner's Advisor:	Plummer Associates, Inc.	4131-002-09
Engineer:	Plummer Associates, Inc.	4131-002-09
CMAR:		
Project:	Well 7 PFAS Mitigation Improvements	
Contract Name:		
Work Authorization:		
Date Issued:	Effective Date of Work Authorization:	

Terms used in this Work Authorization have the meanings stated in the General Conditions and the Supplementary Conditions.

The Contract is modified as follows upon execution of this Work Authorization:

ARTICLE 1—AUTHORIZED WORK

1.01 CMAR shall complete all Work that is specified or indicated in this Work Authorization. The authorized Work is generally described as follows:

A. Work Package **[number or name of authorized Work Package]**.

1.02 The authorized Work Package is more fully defined in Exhibit A.

ARTICLE 2—COMPENSATION

2.01 Owner shall pay CMAR for the completion of the Work Package described in this Work Authorization in accordance with the provisions set forth in the Agreement.

2.02 Lump Sum **[Unit Price]** Work

A. Compensation for all Work is a lump sum amount of \$**[number]**.

B. For all Unit Price Work, an amount equal to the sum of the extended prices established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item. Unit Price Work is itemized in Exhibit B. The extended prices for Unit Price Work set forth as of the Effective Date of the Work Authorization are based on estimated quantities. As provided in Paragraph 13.02 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner's Advisor.

ARTICLE 3—CONTRACT TIMES

3.01 CMAR agrees to perform the Work set forth in this Work Authorization pursuant to the schedule in Exhibit B. No Milestones have been established for the Work covered in this Work Authorization. CMAR will complete the Work covered in this Work Authorization in a timely manner that will (a) allow CMAR to meet the Substantial Completion and final completion

requirements of the Contract, and (b) avoid any adverse impact on the completion of other Work Authorizations for which a Milestone has been established.

3.02 Milestones and Associated Damages

A. Not Used.

ARTICLE 4—CONTRACT DOCUMENTS

4.01 Contract Documents for Work Authorization

- A. The Contract Documents are identified in the Agreement, Article 16. The following provisions do not limit or modify the Contract Documents.
- B. The Contract Documents with specific applicability to this Work Authorization consist of the following:
 - 1. This Work Authorization, including any exhibits identified as Contract Documents.
 - 2. Bonds
 - a. Performance bond, together with power of attorney.
 - b. Payment bond, together with power of attorney.
 - 3. The following which may be delivered or issued on or after the Effective Date of the Work Authorization and are not attached hereto:
 - a. Contract Amendments pertaining to this Work Authorization
 - b. Change Orders, Work Change Directives, and Field Orders that modify this Work Authorization.
 - 4. Drawings and Specifications shown in Exhibit A as included parts of the Work Package (or Work Packages) authorized in this Work Authorization.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 5—EXECUTION

	Issued by Owner's Advisor	Authorized by Owner
By:	_____	_____
Title:	_____	_____
Date:	_____	_____
	Accepted by CMAR	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

EXHIBIT A—DESIGN DOCUMENTS

ARTICLE 1—SPECIFICATIONS

- 1.01 Specifications entitled **[Name of Specification Documents]** dated **[date]**.
- 1.02 Specifications listed in the table of contents.
- 1.03 New Specifications as listed in the following table:

Section No.	Specification Title

- 1.04 Specifications from previous Work Authorizations (WA) as listed in the following table:

Section No.	Specification Title	WA No.	Errata No.

- 1.05 Errata as listed in the following table:

Errata No.	Description	Section No.	Paragraph No.	Date of Issue

ARTICLE 2—DRAWINGS

- 2.01 Drawings, not attached but incorporated by reference, consisting of **[number]** sheets with each sheet bearing the following general title: **[Title on Drawings]**.
- 2.02 Drawings listed on the sheet index in the Drawings.
- 2.03 New Drawings as listed in the following table:

Sequence No.	Drawing No.	Drawing Title

2.04 Drawings from previous Work Authorizations (WA) as listed in the following table:

Sequence No.	Drawing No.	Drawing Title	WA No.	Revision No.

2.05 Revisions for this Work Authorization as listed in the following table:

Sequence No.	Drawing No.	Revision No.	Description	Date of Issue

ARTICLE 3—APPENDICES

3.01 The following appendices to this Work Authorization are hereby identified as Contract Documents:

A. **[List any such appendices].**

3.02 Other appendices to this Work Authorization, enumerated as follows; are not Contract Documents:

A. **[List any such appendices].**

EXHIBIT B –WORK AUTHORIZATION COMPENSATION

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Exhibit B - Work Authorization Compensation

Work Authorization No.: _____

Work Authorization: _____

Notes to User - Unit Price Work: When the Work is performed on a Unit Price basis, use the following rows to calculate the Cost of the Work with CMAR Fee. If CMAR Fee is included in the Unit Prices, enter "0" as the percentage of the Cost of the Work for the CMAR Fee in Cell G17. Delete the Notes to User and rows for other options not used (Rows 21 through Row 51).

Guaranteed Maximum Price

Item No.	Description	Units	Estimated Quantity	Unit Price	Extended Amount
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ -
CMAR Fee					
				of Cost of the Work	\$ -
CMAR Contingency Allowance				of Cost of the Work	\$ -
Guaranteed Maximum Price (Total Cost of the Work, CMAR Fee and CMAR Contingency Allowance)					\$ -

Notes to User - Single % Fee: When, per Agreement Paragraph 7.01.A., the CMAR Fee is calculated as a percentage of the Estimated Cost of the Work use the following rows to calculate the Cost of the Work with CMAR Fee. Delete the Notes to User and the rows for other options not used (Row 4 through 21 and Rows 28 through 51.)

Guaranteed Maximum Price

Cost of the Work					
CMAR Fee				of Cost of the Work	\$ -
CMAR Contingency Allowance				of Cost of the Work	\$ -
Guaranteed Maximum Price (Total Cost of the Work, CMAR Fee and CMAR Contingency Allowance)					\$ -

Notes to User - Fee for different classifications of Work: When, per Agreement Paragraph 7.01.B., the CMAR Fee is calculated as a percentage of the different Cost of the Work categories, use the following rows to calculate the Cost of the Work with CMAR Fee. Delete the Notes to User and the rows for other options not used (Rows 11 through 28 and Rows 43 through 51.)

Classification of Work	Cost of the Work	CMAR Fee	Cost of the Work with CMAR Fee
Payroll costs			
Fee @ of the Cost of the Work (Agreement Paragraph 6.02.A)		\$ -	\$ -
Incorporated Equipment and Materials Cost			
Fee @ of the Cost of the Work (Agreement Paragraph 6.02.B)		\$ -	\$ -
Consumable Equipment and Materials Cost			
Fee @ of the Cost of the Work (Agreement Paragraph 6.02.C)		\$ -	\$ -
Subcontractor Cost			
Fee @ of the Cost of the Work (Agreement Paragraph 6.02.D)		\$ -	\$ -
Construction Equipment Cost			
Fee @ of the Cost of the Work (Agreement Paragraph 6.02.E)		\$ -	\$ -
Supplemental Costs			
Fee @ of the Cost of the Work (Agreement Paragraph 6.02.F)		\$ -	\$ -
Totals for Cost of the Work and CMAR Fee	\$ -	\$ -	\$ -
CMAR Contingency Allowance	of Cost of the Work		\$ -
Guaranteed Maximum Price (Total Cost of Work, CMAR Fee and CMAR Contingency Allowance)			\$ -

Notes to User - Fixed Fee: When, per Agreement Paragraph 7.01.C., the CMAR Fee is a stipulated amount to be added to the Estimated Cost of the Work, use the following rows to calculate the Cost of the Work with CMAR Fee. Delete the Notes to User and the rows for other options not used (Rows 11 through 44.)

Cost of the Work and CMAR Fee			
Cost of the Work this Work Authorization			
CMAR Lump Sum Fee =	$\frac{\text{Total Lump Sum Fee for the Project X}}{\text{(Cost of the Work this Work Authorization} \div \text{Cost of the Work for Project)}}$	\$ -	
CMAR Contingency Allowance	of Cost of the Work		\$ -
Guaranteed Maximum Price for Work Authorization (Total Cost of Work and CMAR Fee and CMAR Contingency Allowance)			

Contract Times

CMAR agrees it will reach Substantial Completion for this Work Authorization within		days
CMAR agrees it will reach Substantial Completion for Milestone 1 within		days
CMAR agrees it will reach Substantial Completion for Milestone 2 within		days

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: Town of Frisco Mailing address <i>(principal place of business)</i> : 102 School Road, Frisco, CO 80443	Contract Description <i>(name and location)</i> : Well 7 PFAS Mitigation Improvements 102 School Road, Frisco, CO 80443 Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> 	<i>(Full formal name of Surety) (corporate seal)</i>
By: <i>(Signature)</i>	By: <i>(Signature)(Attach Power of Attorney)</i>
Name: <i>(Printed or typed)</i>	Name: <i>(Printed or typed)</i>
Title:	Title:
Attest: <i>(Signature)</i>	Attest: <i>(Signature)</i>
Name: <i>(Printed or typed)</i>	Name: <i>(Printed or typed)</i>
Title:	Title:
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Insert address of Surety's principal place of business]
Owner Name: Town of Frisco Address <i>(principal place of business)</i> : 102 School Road, Frisco, CO 80443	Construction Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: ☐ None ☐ See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until [insert number of years, typically either two or three] years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i>	<i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: Town of Frisco Mailing address <i>(principal place of business)</i> : 102 School Road, Frisco, CO 80443	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

GUIDELINES FOR USE OF EJCDC® CMAR-620, APPLICATION FOR PAYMENT CONSTRUCTION MANAGER AT RISK SERIES

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® CMAR-620, Application for Payment—Construction Manager at Risk Series (2023) (Pay App) is used to facilitate periodic progress payments to the Construction Manager at Risk (CMAR) for CMAR Services, Construction Support Costs, Work completed, and for stored materials and equipment (Stored Materials). It also serves as a vehicle for openly sharing project financial information in a consistent manner.

While the Pay App is prepared, maintained, and submitted by the Contractor in a traditional Design-Bid-Build contract, it is recommended that the Pay App form be developed and maintained by the Owner's Advisor (OA) for CMAR contracts. The Pay App form will evolve as CMAR's efforts transition from providing CMAR Services to purchasing equipment and materials, entering into subcontracts, and performing Work. The basis for compensation and the Schedules of Values for authorized Work typically will vary with each Work Authorization, change order, and authorized use of contingency funds. The Pay App for CMAR must be flexible since the basis for payment is more complex and will change with each added Work Authorization. The Schedule of Values for each Work Authorization, including the breakdown of costs, will be determined by the OA and CMAR, and incorporated into the Pay App forms by the OA for use by the CMAR in submitting requests for payment and required documentation.

In addition to calculating the amount the CMAR has earned during each payment period, the CMAR Pay App provides tools for managing the Contract budget, contingency allowance expenditures, set-offs, and retainage (retention). While these additional tables do not directly impact the payment to the CMAR, they do track current progress on Work Authorizations and the budget for the Contract, while openly sharing this information with the Owner and CMAR.

For additional information regarding the Pay App, see EJCDC® CMAR-525, Agreement between Owner and Construction Manager at Risk (2023); EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract (2023), Article 15; EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018); and EJCDC® CMAR-001, Commentary on the 2023 EJCDC Construction Manager at Risk Series Documents, scheduled for publication in 2023.

These Guidelines for Use are written to provide information for the Owner and Owner's Advisor, however, the information in these Guidelines may be used to assist with preparation of the Division 01 Specification for Application for Payment Procedures (typically Section 01 29 00 per CSI standards.)

2.0 OVERVIEW

2.1 CMAR-620 is presented in three parts: The Guidelines for Use, in Microsoft Word, provide detailed instructions on the use of the Pay App forms which are presented in two separate Microsoft Excel files. These documents were created in separate files for ease of use and to allow users to take advantage of the abilities of word processing software for text and spreadsheet software for calculations.

CMAR-620, Exhibit A provides a Summary worksheet, which serves as the cover for the Pay App and provides documentation for CMAR Services, Construction Support Costs, earned amounts on Work completed and Stored Materials and the calculations for retainage on the various Work Packages. Worksheets are provided to track CMAR and Owner's Contingency Allowances, Set-offs, and the Owner's Budget.

EJCDC®CMAR-620, Exhibit-B provides tools for documenting Cost of the Work amounts and is used as backup documentation to be submitted with the Pay App when payment for Work is compensated on a Cost of the Work basis. These worksheets capture and summarize costs for payroll, equipment and materials incorporated into the Work, equipment and materials consumed in the Work, subcontractors, construction equipment, and other supplemental costs as required by the Contract. Worksheets for Cost of the Work calculations are provided for use by CMAR and its Subcontractors when they are compensated on a Cost of the Work basis. These same spreadsheets can also serve as documentation for Change Proposals. See Paragraph 11.09 of EJCDC® CMAR-700 Standard General Conditions of the Construction Manager at Risk Contract (General Conditions.)

- 2.2 The basis and procedures for payment for CMAR Services are set forth in CMAR-525, Agreement, Article 3. CMAR Services are typically not subject to retainage, and depending on applicable Laws and Regulations, may or may not be taxed, and are handled separately from payment for Construction Costs. Because CMAR Services begin before Work Authorizations are authorized, the first Pay App will typically consist of only the Summary page and the CMAR Services worksheet.
- 2.3 Payment for Work may be based on one or more of the following methods: 1) Lump Sum, 2) Unit Price, 3) Milestone payments, or 4) Cost of the Work. The structure for each Work Authorization may differ, depending on the basis of compensation selected for each Work Authorization. For example, the Work Authorization for construction of underground utilities may be compensated on a Unit Price basis, while payment for a Work Authorization for purchasing equipment and materials may be based on prescribed payment milestones. The Work Authorization to construct the project and install the purchased equipment and materials could be on a lump sum basis or a cost of the work basis if the scope of that construction is not yet well defined. Cost of the Work compensation is often used when Work is performed before the design is complete due to the uncertainties in the final scope. When the scope is better defined, for instance 90% documents have been prepared for the complete design, lump sum compensation with a contingency would be more common.

In some instances, payment for a Work Authorization could be comprised of a combination of these methods. Each method of compensation has advantages and disadvantages depending on the type of Work performed or equipment and materials purchased and the degree of certainty in being able to define the Work. It is suggested that, with the Pay App, the simpler the better, so long as adequate detail is provided. The basis and procedures for payment are set forth in the Standard General Conditions of the Construction Manager at Risk Contract, Article 15, and in the Agreement between Owner and Construction Manager at Risk as previously noted. More specific instructions applicable to the Pay App procedures may also be included in Division 01 (CSI Section 01 29 00).

The Pay App will become more detailed as the basis for compensation and the associated Schedule of Values is created for each Work Authorization to provide a breakdown for involved costs.

- 2.4 When Cost of the Work provisions apply to the Pay App, open book requirements for review of the CMAR's cost are needed. It is also more likely that financial audits will be conducted on the payment process. The payment process should be designed to enable such audits for Work Authorizations based on the Cost of the Work. As an example, tracking invoice numbers for all materials and equipment, not just Stored Materials, may be helpful in building an audit trail and should be considered. Tracking expenditures from contingency allowances, set-offs, and retainage per Work Authorization should also be included to allow an in-process assessment to be made of progress on completing the Project. Cost overruns on a CMAR project should never be a surprise that becomes apparent only as the result of an audit.

3.0 WORKSHEETS IN THE APPLICATION FOR PAYMENT

- 3.1 The Pay App consists of a Summary worksheet and the supporting worksheets described in this paragraph. The following is a summary of each of the worksheets and its function.

Worksheet	Purpose
Application for Payment, Exhibit A	
Summary	The Summary worksheet serves as a cover sheet for the Application for Payment by compiling the information from other worksheets and calculating the amount due each payment period. Certification language is included in the signature block for the CMAR, and signature blocks for recommendations and approval of the Application for Payment are also provided. These can be modified as appropriate for the Project and to meet Owner and Funding Agency requirements.
CMAR Services LS	Calculates the amount due for CMAR Services when compensation is on a lump sum basis.
CMAR Services HR	Calculates the amount due for CMAR Services when compensation is on an hourly rate basis.
Support Cost	Calculates the amount due for Construction Support Costs.
WA-Summary	The Work Authorization Summary compiles the information from each Work Authorization worksheet. Depending on the basis of Compensation for the Work Authorization, the supporting worksheet could be the WA-Lump Sum, WA-Unit Price, WA-Procurement, or a Cost of the Work Summary form.
WA-Lump Sum	Worksheet to calculate the amount due for a Work Authorization compensated as a lump sum.
WA-Unit Price	Worksheet to calculate the amount due for a Work Authorization compensated on actual quantities completed on a Unit Price basis.
WA-Procurement	Worksheet to calculate the amount due for a Work Authorization compensated for purchased equipment and materials on the basis of preestablished milestones.
Stored Materials	Records invoices and amounts for all Stored Materials. Amounts from this inventory are transferred to the Construction Support Cost worksheets or the designated Work Authorization worksheet and are included in the Work Completed and Stored Materials to Date for each invoice. When an invoice covers materials used by several different Construction Support Cost or Work Authorization line items, an entry should be made for each Construction Support Cost

Worksheet	Purpose
	or Work Authorization line item with its associated portion of the invoice costs.
Retainage	Calculates the amount of retainage for Construction Support Costs, and for the amount of retainage for Work Completed and Stored Materials on each Work Authorization.
Set-offs	Serves as a list of set-offs applied to the Contract, including the release of set-off amounts when appropriate. The use of set-offs is more common on CMAR projects where an open book process requires an audit trail.
CMAR Contingency	Serves as a register for adjustments to the CMAR Contingency Allowance and tracks the Current CMAR Contingency Amount after each adjustment.
Owner's Contingency	Serves as a register for adjustments to the Owner's Contingency Allowance and tracks the Current Owner's Contingency Amount after each adjustment.
Budget	Tracks Owner's Budget and allows a line-item comparison with Guaranteed Maximum Price cost as they are estimated or as they are confirmed when Work Authorizations are issued.
Application for Payment, Exhibit B Cost of the Work	
Cost of Work Summary	Summarizes the cost from subsequent worksheets and calculates the Total Cost of the Work for the Work Authorization. This total is transferred to the WA Summary Sheet in Exhibit A.
Payroll Cost	Calculates the amount due for payroll as set forth in the Agreement Paragraph 6.02.A.
Incorporated Equipment and Materials Cost	Calculates the amount due for Equipment and Material incorporated into the Work as set forth in the Agreement Paragraph 6.02.B.
Consumable Equipment and Materials Cost	Calculates the amount due for Equipment and Material consumed in the Work as set forth in the Agreement Paragraph 6.02.C.
Subcontractor Cost	Calculates the amount due for payments to Subcontractors as set forth in the Agreement Paragraph 6.02.D.
Construction Equipment Cost	Calculates the amount due for Construction Equipment Cost as set forth in the Agreement Paragraph 6.02.E.
Supplemental Cost	Calculates the amount due for Supplemental Cost as set forth in the Agreement Paragraph 6.02.F.

4.0 INSTRUCTIONS FOR USING THE APPLICATION FOR PAYMENT

- 4.1 The Pay App process for CMAR projects will vary significantly over the course of the Project and will change significantly from one Project to the next, depending on the method of compensation selected. The CMAR Pay App will evolve with each new Work Authorization issued. Exhibits A and B should be considered as a tool kit to be used to build a Project specific Pay App process, rather than a prescriptive template.
- 4.2 CMAR-620 contains calculation functions that are provided solely for the convenience of the user. It is recognized and anticipated that these documents will be edited for each project and care should be taken to test the document after changes are made to determine that calculations perform as intended when altered. EJCDC and its Sponsoring Organizations do not warrant or guarantee the accuracy or completeness of any information generated by the calculator.

- 4.3 Exhibits A and B are provided in Excel template format to preserve the original worksheets. The template when altered for a specific project will be saved as a normal Excel file. Worksheets in Exhibits A and B are provided with worksheet protection engaged. Worksheets must be unprotected before alterations may be made to the worksheets. See Attachment B, Paragraph 2.0 for additional information on protecting workbooks and worksheets. Users are urged to use caution when editing worksheets to avoid accidentally overwriting equations.
- 4.4 Some worksheets require that CMAR provide information for the Pay App process, see Paragraph 6.5. It is recommended that worksheets be protected before providing these to the CMAR. When protected, cells that require CMAR input are “unlocked” allowing the CMAR to enter data in the light green cells. If the Owner’s Advisor wants to keep the CMAR from unprotecting the worksheet and making changes to “locked” cells, a password can be required to unlock the worksheet.
- 4.5 Attachment A to this document provides detailed information for each worksheet in Exhibits A and B. The tables in the following Attachment A include a description of each designated column and designated row or cell, related calculations, and Notes to User on the function of each.

These tables use color coding and different fonts to help provide direction on completing each worksheet. These same conventions are incorporated into the worksheets as well. Editing the worksheets could disrupt the sequence of these designated columns and rows and the User is encouraged to make any necessary modifications as part of the final editing process. The designation here pertains to the documents prior to any modifications. The following table provides a summary of these conventions:

	No color is used in cells prepared by the Owner’s Advisor.
	Light green indicates cells in which the Proposer or CMAR is to enter data, amounts, or factors in the form of percentages. This color is not used in the Agreement Exhibit B or Work Authorization Exhibit B since OA will prepare these documents.
	Light blue indicates that the cell includes an equation. These cells are normally protected unless changes are being made to the worksheet.
	Light purple indicates cells containing data or amounts that are transferred to another worksheet, typically the Summary worksheet, WA Summary worksheet or Cost the Work Summary worksheet.
b	Lower-case letters in blue and bold fonts indicate column designators used for instructions. These may not correspond to Excel worksheet column headings since columns may have been combined for formatting. These correspond to information provided in the tables in Attachment A.
3	Numbers in blue and bold fonts indicate row or cell designators used for instructions. These are not used for all rows, only those where information is incorporated into calculations or where information is transferred from one worksheet to another.
Table	Names of other worksheets within the workbook when used in an equation or function are in blue and bold fonts.
C a	The capital letter “C” followed by a lower-case letter in blue and bold fonts is an abbreviated designation for a Column, in this example, C a is the designation for Column a .
R 1	The capital letter “R” followed by a number in blue and bold fonts is an abbreviated designation for a Row, in this example, R 1 is the designation for Row 1 .

[]	Brackets, similar to other EJCDC documents, indicate a specific type of information is to be provided.
Select	Bold text is used to indicate a specific action to be taken by the user, such as select (left click) a given object in Excel to complete an action. These are used in Attachment B.
Cell N39	Bold text is also used to provide the name of an Excel icon, check box, worksheet, or other object. These are used in Attachment B.

ATTACHMENT A—DETAILED INFORMATION FOR APPLICATION FOR PAYMENT EXHIBITS A AND B

Exhibit A—Summary

Row	Row Title	Calculations	Notes to User
	Title Information	[Enter Data]	The information regarding Project participants, Project identification, and application information entered on this Summary worksheet will automatically be inserted in all worksheets within this workbook. Project information will not change over the course of the Project; however application information will change with each Pay App submitted. Owner's Advisor (OA) will set up the Workbook; CMAR will enter Pay App information for each Pay App submitted and complete data or amounts highlighted in light green.
1	CMAR Service—Contract Amount	CMAR Services LS, C c:R 8 + CMAR Services HR, C c:R 8	Worksheet adds the CMAR Services LS , Total CMAR Services for Task Amounts to CMAR Services HR , Total CMAR Services for Task Amounts. If only one method of compensation (Lump Sum or Hourly Rate) is used, delete the unused worksheet. #REF! will appear in Summary R 1 . Modify the equation for Summary R 1 , by deleting the #REF! term from the equation.
2	CMAR Services—Amount Earned	CMAR Services LS, C i:R 8 + CMAR Services HR, C k:R 8	Worksheet adds the CMAR Services LS , Total CMAR Services for Amount Earned to Date to CMAR Services HR , Total CMAR Services for Amount Earned to Date. If only one method of compensation (Lump Sum or Hourly Rate) is used, delete the unused worksheet. #REF! will appear in Summary R 2 . Modify the equation for Summary R 2 , by deleting the #REF! term from the equation.
3	Construction Support Costs—Contract Amount	= (Support Cost, C f R 4)	Worksheet transfers amount for Item Amount: Total Construction Support Cost from Support Cost (total for C f .)
4	Construction Support Costs—Amount Earned	= (Support Cost, C j: R 4)	Worksheet transfers amount for Work Completed and Stored Materials to Date: Total Construction Support Cost from Support Cost (total for C j .)
5	Work Authorizations—Contract Amount	= (WA Summary, C e: R 1)	Worksheet transfers amount for Current WA Amount: Work Authorization Totals from WA Summary (total for C e)
6	Work Authorizations— Amount Earned	= (WA Summary, C h: R 1)	Worksheet transfers amount for Work Completed and Stored Materials to Date: Work Authorization Totals from WA Summary (total for C h)
7	Total Construction Costs—Contract Amount	(3 + 5)	Worksheet calculates Total Construction Costs—Contract Amount by adding the Contract Amount for Construction Support Costs to the Contract Amount for Work Authorizations.
8	Total Construction Costs—Amount Earned	(4 + 6)	Worksheet calculates Total Construction Costs—Amount Earned by adding the Amount Earned for Construction Support Costs to the Amount Earned for Work Authorizations.
9	CMAR Contingency	= (CMAR Contingency, R 1)	Worksheet transfers Original CMAR Contingency Allowance amount from CMAR Contingency .
10	Guaranteed Maximum Price	(7 + 9)	Worksheet calculates Guaranteed Maximum Price by adding the Contract Amount, Total Construction Costs to the Contract Amount, and CMAR Contingency Allowance.
11	Owner's Contingency	= (Owner' Contingency, R 1)	Worksheet transfers Original Owner Contingency Allowance amount from Owner's Contingency .

Row	Row Title	Calculations	Notes to User
12	Contract Price	$(1 + 10 + 11)$	Worksheet calculates Contract Price by adding amounts for CMAR Services, Guaranteed Maximum Price, and Owner's Contingency.
13	Total Amount Earned for CMAR Services and Total Construction Costs	$(2 + 8)$	Worksheet calculates the Total Amount Earned for CMAR Services and Total Construction Costs by adding the amount for CMAR Services to the amount for Total Construction Costs.
14	Total Net Retainage	= (Retainage, R 19	Worksheet transfers Total Retainage amount from Retainage.
15	Amount Earned this Pay App	$(13 - 14)$	Worksheet calculates Amount Earned this Pay App by subtracting the Total Net Retainage from the Total Amount Earned for CMAR Services and Total Construction Costs.
16	Amount Earned from prior Pay App	[Enter Amount]	Enter amount for Summary, Amount Earned this Pay App from the prior Pay App.
17	Net Amount Earned this Pay App	$(15 - 16)$	Worksheet calculates Net Amount Earned this Pay App by subtracting the Amount Earned from prior Pay App from Amount Earned this Pay App.
18	Set-offs applied this Pay App	= (Set-offs, Item 1)	Worksheet transfers Set-off amount(s) assessed this Pay App from Set-Offs, Total Set-offs this Pay App.
19	Payment Due	$(17 - 18)$	Worksheet calculates Payment Due by subtracting the Set-offs applied this Pay App from the Net Amount Earned this Pay App.

Exhibit A—CMAR Services LS

Column	Column Title	Calculations	Notes to User
a	Tasks No.	[Enter Data]	Enter the Task Number from the Agreement Exhibit A Scope of CMAR Services.
b	Description	[Enter Data]	Enter the paragraph title number from the Agreement Exhibit A Scope of CMAR Services.
c	Task Amount	[Enter Amount]	Enter the Task Amounts from the Agreement Exhibit B Table 2, CMAR Services.
d	% Earned Previous Pay App	[Enter %]	Enter the % Earned to Date in the Previous Pay App.
e	Amount Earned Previous Pay App	$(c \times d)$	Worksheet calculates Amount Earned from Previous Pay App by multiplying the Task Amount times the % Earned Previous Pay App.
f	% Earned this Application Period	[Enter %]	Enter the earned value as a percentage of the task amount for the current pay period.
g	Amount Earned this Application Period	$(c \times f)$	Worksheet calculates Amount Earned this Application Period by multiplying the Task Amount times the % Earned this Application Period.
h	% Earned to Date	$(d + f)$	Worksheet calculates the % Earned to Date by adding the % Earned Previous Pay App to % Earned this Application Period.
i	Amount Earned to Date	$(e + g)$	Worksheet calculates Amount Earned to Date by adding Amount Earned Previous Pay App to Amount Earned this Application Period.
j	% Remaining	$(1 - h)$	Worksheet calculates % Remaining by subtracting the % Earned to Date from 1.
k	Amount Remaining	$(c - i)$	Worksheet calculates the Amount Remaining to be completed by subtracting the Amount Earned to Date from the Task Amount.

Row	Row Title	Calculations	Notes to User
1	Totals for Preconstruction Basic Services	See Notes to User	Worksheet calculates the Totals for Preconstruction Basic Services Columns c, e, g, i, and k . The % Earned to Date and % Remaining are calculated in accordance with Calculations and Notes to User for Columns h and j , respectively.
2	Totals for Preconstruction Additional Services	See Notes to User	Worksheet calculates the Totals for Preconstruction Additional Services Columns c, e, g, i, and k . The % Earned to Date and % Remaining are calculated in accordance with Calculations and Notes to User for Columns h and j , respectively.
3	Totals for Preconstruction Services	See Notes to User	Worksheet calculates the Totals for Preconstruction Services for Columns c, e, g, i, and k by adding the amount for R 1 to the amount for R 2 for each column. The % Earned to Date and % Remaining are calculated in accordance with Calculations and Notes to User for Columns h and j , respectively.
4	Totals for Procurement Basic Services	See Notes to User	Worksheet calculates the Totals for Procurement Basic Services Columns c, e, g, i, and k . The % Earned to Date and % Remaining are calculated in accordance with Calculations and Notes to User for Columns h and j , respectively.
5	Totals for Procurement Additional Services	See Notes to User	Worksheet calculates the Totals for Procurement Additional Services Columns c, e, g, i, and k . The % Earned to Date and % Remaining are calculated in accordance with Calculations and Notes to User for Columns h and j , respectively.

Row	Row Title	Calculations	Notes to User
6	Totals for Procurement Services	See Notes to User	Worksheet calculates the Totals for Procurement Services for Columns c, e, g, i, and k by adding the amount for R 4 to the amount for R 5 for each column. The % Earned to Date and % Remaining are calculated in accordance with Calculations and Notes to User for Columns h and j , respectively.
7	Totals for Special Services	See Notes to User	Worksheet calculates the Totals for Special Services Columns c, e, g, i, and k . The % Earned to Date and % Remaining are calculated in accordance with Calculations and Notes to User for Columns h and j , respectively.
8	Total CMAR Service	See Notes to User	Worksheet calculates the Totals for CMAR Services for Columns c, e, g, i, and k by summing the amounts for Rows 3, 6 and 7 for each column. The amount for the Task Amount, R 8 is included in the calculation for the Summary , Contract Amount, R 1 . The amount for the Amount Earned to Date, R 8 is included in the calculation for the Summary , Amount Earned, R 2 .

Exhibit A—CMAR Services HR

Column	Column Title	Calculations	Notes to User
a	Task No.	[Enter Data]	Enter the Task Number from the Agreement Exhibit A Scope of CMAR Services.
b	Description	[Enter Data]	Enter the paragraph title number from the Agreement Exhibit A Scope of CMAR Services.
c	Task Amount	[Enter Amount]	Enter the Task Amounts from the Agreement Exhibit B Table 2, CMAR Services.
d	Amount Earned Previous Pay App	[Enter Amount]	Enter the Amount Earned to Date (c k) for each Task from the Previous Pay App.
e	Name of Provider A Classification Billing Rate	[Enter Data]	Enter the name of CMAR Services Provider A, the position or role filled and Billing Rates from the Agreement. Enter the number of hours worked in the current Application Period for Provider A.
f	Name of Provider B Classification Billing Rate	[Enter Data]	Enter the name of CMAR Services Provider B, the position or role filled and Billing Rates from the Agreement. Enter the number of hours worked in the current Application Period for Provider B.
g	Name of Provider C Classification Billing Rate	[Enter Data]	Enter the name of CMAR Services Provider C, the position or role filled and Billing Rates from the Agreement. Enter the number of hours worked in the current Application Period for Provider C.
h	Name of Provider D Classification Billing Rate	[Enter Data]	Enter the name of CMAR Services Provider D, the position or role filled and Billing Rates from the Agreement. Enter the number of hours worked in the current Application Period for Provider D.
i	Name of Provider E Classification Billing Rate	[Enter Data]	Enter the name of CMAR Services Provider E, the position or role filled and Billing Rates from the Agreement. Enter the number of hours worked in the current Application Period for Provider E.
j	Amount Earned this Application Period	See Notes to User	Worksheet calculates Amount Earned this Application Period for each Task by multiplying the number of hours worked in this Application Period times the Billing Rate for each Provider and totaling these for each Task
k	Amount Earned to Date	(d + j)	Worksheet calculates Amount Earned to Date by adding Amount Earned Previous Pay App to Amount Earned this Application Period.

Row	Row Title	Calculations	Notes to User
1	Totals for Preconstruction Basic Services	See Notes to User	Worksheet calculates the Totals for Preconstruction Basic Services Columns c, d, e, f, g, h, i, j, and k.
2	Totals for Preconstruction Additional Services	See Notes to User	Worksheet calculates the Totals for Preconstruction Additional Services Columns c, d, e, f, g, h, i, j, and k.
3	Totals for Preconstruction Services	See Notes to User	Worksheet calculates the Totals for Preconstruction Services for Columns c, d, e, f, g, h, i, j, and k by adding the amount for R 1 to the amount for R 2 for each column.
4	Totals for Procurement Basic Services	See Notes to User	Worksheet calculates the Totals for Procurement Basic Services Columns c, d, e, f, g, h, i, j, and k.
5	Totals for Procurement Additional Services	See Notes to User	Worksheet calculates the Totals for Procurement Additional Services Columns c, d, e, f, g, h, i, j, and k.

Row	Row Title	Calculations	Notes to User
6	Totals for Procurement Services	See Notes to User	Worksheet calculates the Totals for Preconstruction Services for Columns c, d, e, f, g, h, i, j, and k by adding the amount for R 4 to the amount for R 5 for each column.
7	Totals for Special Services	See Notes to User	Worksheet calculates the Totals for Special Services Columns c, d, e, f, g, h, i, j, and k.
8	Total CMAR Service	See Notes to User	Worksheet calculates the Totals for CMAR Services for Columns c, d, e, f, g, h, i, j, and k by summing the amounts for Rows 3, 6 and 7 for each column. The amount for the Task Amount, R 8 is included in the calculation for the Summary, Contract Amount, R 1. The amount for the Amount Earned to Date, R 8 is included in the calculation for the Summary, Amount Earned, R 2.

Exhibit A—Support Cost

Column	Column Title	Calculations	Notes to User
a	Item No.	[Enter Data]	Enter the Item Number from the Agreement worksheets for Construction Support Costs. This number should reflect the type of cost, authorization, and sequential number so it is unique to this item. For example CSC-B-02 represents Construction Support Cost, Base Amount, Item 2. This Item number must be unique since cost for Stored Materials is assigned to each task based on this Item number when included in the Stored Materials worksheet.
b	Description	[Enter Data]	Enter the Description for this item from the Agreement.
c	Quantity	[Enter Number]	Enter the number of units to be completed from the Agreement. Lump Sum items always have a quantity of 1.
d	Units	[Enter Data]	Enter the type of units used for this Item from the Agreement.
e	Unit Price	[Enter Amount]	Enter the Unit Price for this Item from the Agreement.
f	Item Amount	$(c \times e)$	Worksheet calculates the total amount for the Item by multiplying the Quantity times the Unit Price.
g	Completed to Date	Units or % as Decimal	For Unit Price items, Enter the total quantity of units completed as of this Application Period. For Lump Sum items, Enter the % complete as a decimal (not as a percentage.)
h	Amount Completed to Date	$(e \times g)$ Units or $(f \times g)$ Lump Sum	Worksheet calculates the amount for Work Completed to Date based on the type of unit selected: Unit Price = Unit Price x Number of units complete. Lump Sum = Item Amount x Completed to Date percentage entered as a decimal in the Completed to Date column. The equation will look up the type of unit and use a different calculation if LS is entered as the Unit type.
i	Current Stored Materials	SUMIF from Stored Materials	Worksheet calculates the Sum of all current Stored Materials from the Stored Materials Worksheet that references each Item No.
j	Work Completed and Stored Materials to Date	$(h + i)$	Worksheet calculates the total amount to be paid for this Construction Line Item from Amount Completed to Date and Materials Currently Stored.
k	Item % Complete	(j / f)	Worksheet calculates the % Complete for each Item by dividing the total for Work Completed and Stored Materials to Date by the Item Amount.
l	Amount Remaining to Complete	$(f - j)$	Worksheet calculates Work remaining for each Item by subtracting the Work Completed and Materials Stored to Date from the Item Amount.
Row	Row Title	Calculations	Notes to User
1	Total Base Construction Support Cost	See Notes to User	Worksheet calculates the Totals for Base Construction Support Cost Columns f, h, i, j, and l . The Item % Complete is calculated in accordance with Calculations and Notes to User for C k .

Row	Row Title	Calculations	Notes to User
2	Totals Construction Support Cost Contract Modifications	See Notes to User	Worksheet calculates the Totals for Construction Support Cost Contract Modifications in Columns f, h, i, j, and l . The Item % Complete is calculated in accordance with Calculations and Notes to User for C k .
3	Totals Construction Support Cost Approved Owner's Contingency Expenditures	See Notes to User	Worksheet calculates the Totals for Construction Support Cost Approved Owner's Contingency Expenditures in Columns f, h, i, j, and l . The Item % Complete is calculated in accordance with Calculations and Notes to User for C k .
4	Total Construction Support Cost	See Notes to User	Worksheet calculates the Totals for Construction Support Cost for Columns f, h, i, j, and l by summing the amounts for Rows 1, 2 and 3 for each column. The Item % Complete is calculated in accordance with Calculations and Notes to User for C k . The amount for the Item Amount, R 4 is transferred to Summary , Contract Amount, R 3 . The amount for the Work Completed and Materials to Date, R 4 is transferred to Summary , Amount Earned, R 4 .

Exhibit A—WA Summary

Column	Column Title	Calculations	Notes to User
a	Work Authorization No.	[Enter Data]	Enter Work Authorization number from the Work Authorization.
b	Description	[Enter Data]	Enter a brief identifying description from the Work Authorization.
c	Original WA Amount	See Notes to User	The Original WA Amount is added to this WA Summary by transferring the Total Base Work amount for the WA Item Amount column from each associated Work Authorization worksheet. This amount can be added manually with each Pay App or a link can be created as Work Authorization worksheets are created so this WA Summary is automatically updated with changes to the Work Authorization worksheets. Original WA Amount for the Work Authorization must equal the amount from the Work Authorization Exhibit B
d	Adjustments (CO and Contingency Expenditures)	See Notes to User	Adjustments to the Original WA Amount are added to this WA Summary by transferring the Total Work Authorization Adjustments amount for the WA Item Amount column from each associated Work Authorization worksheet. This amount can be added manually with each Pay App or a link can be created as Work Authorization worksheets are created so this WA Summary is automatically updated with changes to the Work Authorization worksheets.
e	Current WA Amount	(c + d)	Worksheet calculates the Current Work Authorization Amount by adding the approved adjustments to the Original WA amount.
f	Amount for Work Completed to Date	See Notes to User	Amounts for Work Completed to Date are added to this WA Summary by transferring the Amount for Work Completed to Date from each associated Work Authorization worksheet. This amount can be added manually with each Pay App or a link can be created as Work Authorization worksheets are created so this WA Summary is automatically updated with changes to the Work Authorization worksheets.
g	Current Stored Materials	See Notes to User	Amounts for Current Stored Materials added to this WA Summary by transferring the Current Stored Materials amount from each associated Work Authorization worksheet. This amount can be added manually with each Pay App or a link can be created as Work Authorization worksheets are created so this WA Summary is automatically updated with changes to the Work Authorization worksheets.
h	Work Completed and Stored Materials to Date	(f + g)	Worksheet calculates the total amount to be paid for each Item by adding the Amount Completed to Date to the Current Stored Materials.
i	WA % Complete	(h / e)	Worksheet calculates the % complete for each Work Authorization by dividing the total for Work Completed and Stored Materials to Date by the Current WA Amount.
j	Amount Remaining to Complete	(e - h)	Worksheet calculates Work remaining for each Work Authorization by subtracting the Work Completed and Materials Stored to Date from the Current WA Amount.

Row	Row Title	Calculations	Notes to User
1	Work Authorization Totals	See Notes to User	Worksheet calculates the Work Authorization Totals for Columns c, d, e, f, g, h, i, and j . The Item % Complete is calculated in accordance with Calculations and Notes to User for C i . The amount for the Item Amount, R 1 is transferred to Summary , Contract Amount, R 5 . The amount for the Work Completed and Stored Materials to Date, R 1 is transferred to Summary , Amount Earned, R 6 .

Exhibit A—WA Lump Sum

Column	Column Title	Calculations	Notes to User
a	Item No.	[Enter Data]	Enter Work Authorization number from the Work Authorization. This Item number must be unique so cost for Stored Materials can be assigned to each task based on this Item No. when included in the Stored Materials worksheet.
b	Description	[Enter Data]	Enter brief identifying description from the Work Authorization.
c	Item Amount	[Enter Amount]	Enter the amount for each line item from the Schedule of Values for Work included in the Work Authorization in the Base Work section of the worksheet.
d	Work Completed to Date (% Complete)	[Enter %]	Enter the % Complete for Work Completed to Date.
e	Amount for Work Completed to Date	(c x d)	Worksheet calculates the amount to be paid for Work completed to date by multiplying the Schedule Value for each item by the % complete for each item.
f	Current Stored Materials	SUMIF from Stored Materials	Worksheet calculates the Sum of all current Stored Materials from the Stored Materials Worksheet for each Item No.
g	Work Completed and Stored Materials to Date	(e + f)	Worksheet calculates the total amount to be paid for this item from Amount Completed to Date and Materials Currently Stored.
h	Item % Complete	(g / c)	Worksheet calculates the % Complete for this Item by dividing the total for Work Completed and Materials Stored to Date by the Item Amount.
i	Amount Remaining to Complete	(c - g)	Worksheet calculates Work remaining in the Item by subtracting the Work Completed and Materials Stored to Date from the Item Amount.

Row	Row Title	Calculations	Notes to User
1	Total Base Work	See Notes to User	Worksheet calculates the Totals for Base Work in Columns c, e, f, g, and i . The Item % Complete is calculated in accordance with Calculations and Notes to User for C h . The amount for Total Base Work in R 1 is transferred to WA Summary , Original WA Amount (C c , for the designated Work Authorization No.) See Notes to User for WA Summary C c .
2	Total Change Orders	See Notes to User	Worksheet calculates the Totals for Change Orders in Columns c, e, f, g, h, and i . The Item % Complete is calculated in accordance with Calculations and Notes to User for C h .
3	Total CMAR Contingency Allowance Expenditures	See Notes to User	Worksheet calculates the Totals for CMAR Contingency Allowance Expenditures in Columns c, e, f, g, and i . The Item % Complete is calculated in accordance with Calculations and Notes to User for C h .
4	Total Approved Owner's Contingency Allowance Expenditures	See Notes to User	Worksheet calculates the Totals for Approved Owner's Contingency Allowance Expenditures in Columns c, e, f, g, and i . The Item % Complete is calculated in accordance with Calculations and Notes to User for C h .

Row	Row Title	Calculations	Notes to User
5	Total Work Authorization Adjustments	See Notes to User	Worksheet calculates the Total Work Authorization Adjustments in C c by summing the amounts for Rows 2, 3 and 4. The amount for Total Work Authorization Adjustments in R 5 is transferred to WA Summary, Adjustments (CO and Contingency Expenditures) (C d, for this Work Authorization No.) See Notes to User for WA Summary C d.
6	Work Authorization Totals	See Notes to User	Worksheet calculates the Work Authorization Totals for Columns c, e, f, g, and I by adding the amounts for Rows 1, 2, 3 and 4 for each column. The Item % Complete is calculated in accordance with Calculations and Notes to User for C h. The amount for Work Authorization Total in R 6 for the Amount for Work Completed to Date (C e) is transferred to WA Summary, Amount for Work Completed to date (C f, for this Work Authorization No.) See Notes to User for WA Summary C f. The amount for Work Authorization Total in R 6 for the Current Stored Materials (C f) is transferred to WA Summary, Current Stored Materials (C g, for this Work Authorization No.) See Notes to User for WA Summary C g.

Exhibit A—WA Unit Price

Column	Column Title	Calculations	Notes to User
a	Item No.	[Enter Data]	Enter Work Authorization number from the Work Authorization. This Item number must be unique so cost for Stored Materials can be assigned to each task based on this Item No. when materials are included in the Stored Materials worksheet.
b	Description	[Enter Data]	Include brief identifying description of the Unit Price Items from the Work Authorization.
c	Quantity	[Enter Number]	Enter the number of units to be completed from the Unit Price line items in the Work Authorization.
d	Units	[Enter Data]	Enter the type of units used for each line item.
e	Unit Price	[Enter Amount]	Enter the Unit Price for each line item from the Work Authorization.
f	Item Amount	(c x e)	Worksheet calculates the total amount for each line item by multiplying the Quantity times the Unit Price. The total for Item Amounts for Base Work should be equal to amounts in the Work Authorization.
g	Units of Work Completed to Date	[Enter Number]	Enter the estimated total quantity of units completed as of this Application Period.
h	Amount for Work Completed to Date	(e x g)	Worksheet calculates the Amount for Work Completed to Date by multiplying the Unit Price times the Units of Work Completed to Date.
i	Current Stored Materials	SUMIF from Stored Materials	Worksheet calculates the sum of all current Stored Materials from the Stored Materials Worksheet for each Item No.
j	Work Completed and Stored Materials to Date	(h + i)	Worksheet calculates the Work Completed and Stored Materials to Date Work amount by adding the Amount for Work Completed to Date to the Current Stored Materials.
k	Item % Complete	(j / f)	Worksheet calculates the % Complete for this Item by dividing the total for Work Completed and Stored Materials to Date by the Item Amount.
l	Amount Remaining to Complete	(f - j)	Worksheet calculates amount for Work remaining by subtracting the Work Completed and Stored Materials to Date from the Item Amount.

Row	Row Title	Calculations	Notes to User
1	Total Base Work	See Notes to User	Worksheet calculates the Totals for Base Work in Columns f, h, i, j, and l . The Item % Complete is calculated in accordance with Calculations and Notes to User for C k . The amount for Total Base Work in R 1 is transferred to WA Summary , Original WA Amount (C c , for the designated Work Authorization No.) See Notes to User for WA Summary C c .
2	Total Change Orders	See Notes to User	Worksheet calculates the Total Change Orders in Columns f, h, i, j, and l . The Item % Complete is calculated in accordance with Calculations and Notes to User for C k .
3	Total CMAR Contingency Allowance Expenditures	See Notes to User	Worksheet calculates the Totals for CMAR Contingency Allowance Expenditures in Columns f, h, i, j, and l . The Item % Complete is calculated in accordance with Calculations and Notes to User for C k .

Row	Row Title	Calculations	Notes to User
4	Total Approved Owner's Contingency Allowance Expenditures	See Notes to User	Worksheet calculates the Totals for Approved Owner's Contingency Allowance Expenditures in Columns f, h, i, j, and l . The Item % Complete is calculated in accordance with Calculations and Notes to User for C k .
5	Total Work Authorization Adjustments	See Notes to User	Worksheet calculates the Total Work Authorization Adjustments in C c by summing the amounts for Rows 2, 3 and 4 . The amount for Total Work Authorization Adjustments in R 5 is transferred to WA Summary , Adjustments (CO and Contingency Expenditures) (C d , for this Work Authorization No.) See Notes to User for WA Summary C d .
6	Work Authorization Totals	See Notes to User	Worksheet calculates the Work Authorization Totals for Columns f, h, i, j, and l by adding the amounts for Rows 1, 2, 3 and 4 for each column. The amount for Work Authorization Total in R 6 for the Amount for Work Completed to Date (C h) is transferred to WA Summary , Amount for Work Completed to date (C f , for this Work Authorization No.) The amount for Work Authorization Total in R 6 for the Current Stored Materials (C i) is transferred to WA Summary , Current Stored Materials (C g , for this Work Authorization No.) See Notes to User for WA Summary C f .

Exhibit A—WA Procurement

Column	Column Title	Calculations	Notes to User
a	Item No.	[Enter Data]	Enter Item No. from the Work Authorization or from an approved schedule of values for Work Authorization items. When an item is to be paid on a payment milestone schedule, create a “subset” item number that links each milestone item to its parent Item number. This is commonly done by adding additional numbers or a letter to the end of the parent item number.
b	Description	[Enter Data]	Enter a description for each item from the Work Authorization. Include a description of the payment milestones for each product paid on a milestone basis. Different payment milestones may be used for different product types. Typically the more complex the item, or the more special services are required, the greater the number of milestones. Payment milestones will likely be established in the Contract with the vendor and will be included in the Work Authorization.
c	No. of Units	[Enter Number]	Enter the number of units to be provided for each product from the Work Authorization.
d	Unit Price	[Enter Amount]	Enter the Unit Price for each Item from Work Authorization or from an approved schedule of values for Work Authorization items.
e	Item Amount	(c x d)	Worksheet calculates the total amount for the Item by multiplying the No. of Units by the Unit Price. For items paid on a payment milestone, this number is the total amount paid for all units.
f	% of Item Amount	$\sum$ C f for milestone percentages	Worksheet calculates the total of the % of the Item Amount for each payment milestone. This calculation provides a check that the sum of all milestone percentages total to 100%.
		[Enter Value] for items not paid using a payment milestone	For non-milestone items, enter the % complete for each item.
g	Amount per Unit	$\sum$ C g for milestone amounts for product	Worksheet calculates the sum of all Milestone Payments per Unit in R 1. This calculation provides a check that the sum of milestone amounts is equal to the Unit Price in (C d R 1.)
		$\sum$ C g for milestone amounts for product	Worksheet calculates the amounts for Milestone Payments per Unit by multiplying the % of Item Amount (milestone %) for each milestone times the Unit Price (C d R 1.) This amount sets the payment to be made as each unit completes a milestone. These may occur at the same time, but this arrangement allows for staggered delivery of products.
h-l	Units 01-05	[Enter Amount]	The number of units (Columns) must equal the number of units in C c. Add or delete columns, or “grey” out columns as necessary. CMAR will enter the amount shown for each milestone in C g for each milestone achieved for each unit. The amount for each unit must equal the amount in C g.
m	Amount Earned to Date	$\sum$ Rows h-l for each payment milestone amount	Worksheet calculates the Amount Earned to Date for each milestone, where milestones are indicated, by summing the payments of all units for each milestone category.
		(e x f)	Worksheet calculates Amount Earned to Date for items not paid on payment milestones by multiplying the Item Amount times the % of Item Amount completed to date.

Row	Row Title	Calculations	Notes to User
1	Total Amount for Goods and Special Services Paid at Specific Payment Milestones	See Notes to User	Worksheet calculates the Total Amount for Goods and Special Services Paid at Specific Payment Milestones for Columns e, h, i, j, k, l, and m by summing the amounts in each column.
2	Total Base Work	See Notes to User	Worksheet calculates the Total Base Work for Columns e and m by summing the amounts in each column. The amount for Total Base Work in R 2 is transferred to WA Summary , Original WA Amount (C c , for the designated Work Authorization No.) See Notes to User for WA Summary C c .
3	Total Change Orders	See Notes to User	Worksheet calculates the Total Change Orders for Columns e and m by summing the amounts in each column.
4	Total Approved CMAR Contingency Allowance Expenditures	See Notes to User	Worksheet calculates the Total Approved CMAR Contingency Allowance Expenditures for Columns e and m by summing the amounts in each column.
5	Total Approved Owner's Contingency Allowance Expenditures	See Notes to User	Worksheet calculates the Total Approved Owner's Contingency Allowance Expenditures for Columns e and m by summing the amounts in each column.
6	Total Work Authorization Adjustments	See Notes to User	Worksheet calculates the Total Work Authorization Adjustments in C c by summing the amounts for Rows 3, 4 and 5 . The amount for Total Work Authorization Adjustments in R 6 is transferred to WA Summary , Adjustments (CO and Contingency Expenditures) (C d , for this Work Authorization No.) See Notes to User for WA Summary C d .
7	Work Authorization Totals	See Notes to User	Worksheet calculates the Work Authorization Totals for Columns e and m by adding the amounts for Rows 2, 3, 4 and 5 for each column. The amount for Work Authorization Total in R 7 for the Amount for Work Completed to Date (C m) is transferred to WA Summary , Amount for Work Completed to date (C f , for this Work Authorization No.) Since Procured items are not typically managed as Stored Materials the amount for WA Summary , Current Stored Materials (C g , for this Work Authorization No.) would be entered as "0." See Notes to User for WA Summary C f .

Exhibit A—Stored Materials

Column	Column Title	Calculations	Notes to User
a	Construction Support Cost / Work Authorization Item No.	[Enter Data]	Enter a Work Authorization Item No. for each entry. These must match the Work Authorization item into which these materials will be incorporated. With the exception of the WA Procurement worksheet, each Work Authorization worksheet includes a column for Current Stored Materials. The equations in these Current Stored Materials columns look up those Stored Materials on this Stored Materials worksheet and enters the total for those items that include this Work Authorization Number in each Work Authorization to automatically include those to be added to the Work Completed for payment.
b	Supplier Invoice No.	[Enter Data]	Enter the Supplier Invoice No. to allow comparison of this item to an invoice submitted to document the entry. It is recommended that an entry be made for all equipment and materials. If all equipment and materials is to be installed within the same Application Period, then the amount entered for Amount Stored to Date (C j) will equal to the Total Incorporated in the Work (C m) for a net amount of zero in Materials Remaining in Storage (C n .) This practice will develop a more comprehensive inventory of equipment and materials received and provide a single file location for all equipment and materials.
c	Specification Section No.	[Enter Data]	Enter a Specification Number as a reference to the Contract Documents.
d	Submittal No.	[Enter Data]	Enter a reference to a Shop Drawing or similar submittal. If a Shop Drawing is required and there is no approved Shop Drawing in records, the Invoice should not be entered into Stored Materials until the submittal is approved.
e	Description of Equipment or Materials Stored	[Enter Data]	Enter a description of the equipment or materials received.
f	Storage Location	[Enter Data]	Enter a general location where equipment or materials are stored for inspection and inventory.
g	Application No. When Products Entered into Inventory	[Enter Data]	Enter Application No. when product are entered into this list. This reference will allow invoices to be retrieved from records if needed.
h	Previous Amount Stored	[Enter Amount]	Enter the Amount Stored to Date (C j) from the Previous Pay App.
i	Amount Stored this Period	[Enter Amount]	Enter the amount of equipment or materials placed into the inventory this Pay App.
j	Amount Stored to Date	(h + i)	Worksheet calculates the Amount Stored to Date by adding the Previous Amount Stored to the Amount Stored this Period.
k	Amount Previously Incorporated in the Work	[Enter Amount]	Enter the Total Amount Incorporated in the Work (C m) from the Previous Pay App.
l	Amount Incorporated in the Work this Period	[Enter Amount]	Enter the amount of equipment or materials removed from inventory this Pay App and incorporated into the Work. If equipment or materials is deemed defective and payment should not be made for this Product, consider applying a set-off instead of altering stored material records. A negative set-off can be applied when defects have been corrected.
m	Total Amount Incorporated in the Work	(k + l)	Worksheet calculates the Total Amount Incorporated in the Work by adding the Amount Previously Incorporated in the Work to the Amount Incorporated in the Work this Period.

Column	Column Title	Calculations	Notes to User
n	Materials Remaining in Storage	(j - m)	Worksheet calculates the amount for Materials Remaining in Storage as of this Pay App. Amounts in this column are incorporated into each Work Authorization worksheet in the Stored Materials to Date column.
Row	Row Title	Calculations	Notes to User
1	Stored Materials Totals	See Notes to User	Worksheet calculates the Stored Materials Totals for Columns h, i, j, k, l, m, and n by summing column amounts.

Exhibit A—Retainage

Item	Item Title	Calculations	Notes to User
1	Construction Support Cost—% Retainage for Work Completed	[Enter %]	Enter the % retainage for Work completed for Construction Support Cost.
2	Construction Support Cost—Amount for Work Completed	[Enter Amount]	Enter the amount for Work completed for Construction Support Cost.
3	Construction Support Cost—Amount of Retainage for Work Completed	(1 x 2)	Worksheet calculates the amount of retainage for Work completed for Construction Support Cost by multiplying the Construction Support Cost—% Retainage for Work Completed times the Construction Support Cost—Amount for Work Completed.
4	Construction Support Cost—% Retainage for Stored Materials	[Enter %]	Enter the % retainage for Stored Materials for Construction Support Cost.
5	Construction Support Cost—Amount of Stored Materials	[Enter Amount]	Enter the amount for Stored Materials for Construction Support Cost.
6	Construction Support Cost—Amount of Retainage for Stored Materials	(4 x 5)	Worksheet calculates the amount of retainage for Stored Materials for Construction Support Cost by multiplying Construction Support Cost—% Retainage for Stored Materials times Construction Support Cost—Amount of Stored Materials.
7	Construction Support Cost—Total Retainage based on % of Work Completed and Stored Materials	(3 + 6)	Worksheet calculates the Total Retainage based on % of Work completed and Stored Materials for Construction Support Cost by adding Construction Support Cost—Amount of Retainage for Work Completed to Construction Support Cost—Amount of Retainage for Stored Materials.
8	Construction Support Cost—Retainage at a stipulated amount of	[Enter Amount]	If at Substantial Completion or other point during the Project, the Owner and CMAR agree to a stipulated amount for retainage, then this amount is to be entered here.
9	Construction Support Cost—Retainage Amount	See Notes to User	If a stipulated amount has been entered in R 8 the worksheet will enter that amount as the Retainage Amount. If no entry has been made in R 8, the worksheet will assume no amount has been stipulated and will continue to hold a percentage of Work Completed and Stored Materials.
10	Work Authorization No. [Number]—% Retainage for Work Completed	[Enter %]	Enter the % retainage for Work completed for the Work Authorization.
11	Work Authorization No. [Number]—Amount of Work Completed	[Enter Amount]	Enter the amount for Work completed for the Work Authorization.
12	Work Authorization No. [Number]—Amount of Retainage for Work Completed	(10 x 11)	Worksheet calculates the amount of retainage for Work completed for the Work Authorization by multiplying Work Authorization No. [Number]—% Retainage for Work Completed times Work Authorization No. [Number]—Amount of Work Completed.

Item	Item Title	Calculations	Notes to User
13	Work Authorization No. [Number]—% Retainage for Stored Materials	[Enter %]	Enter the % retainage for Stored Materials for Work Authorization No. [Number].
14	Work Authorization No. [Number]—Amount of Stored Materials	[Enter Amount]	Enter the amount for Stored Materials Work Authorization No. [Number].
15	Work Authorization No. [Number]—Amount of Retainage for Stored Materials	(13 x 14)	Worksheet calculates the amount of retainage for Stored Materials for the Work Authorization by multiplying Work Authorization No. [Number]—% Retainage for Stored Materials times Work Authorization No. [Number]—Amount of Stored Materials
16	Work Authorization No. [Number]—Total Retainage based on % of Work Completed and Stored Materials	(12 + 15)	Worksheet calculates the Total Retainage based on % of Work completed and Stored Materials for Work Authorization No. [Number] by adding Work Authorization No. [Number]—Amount of Retainage for Work Completed to Work Authorization No. [Number]—Amount of Retainage for Stored Materials.
17	Work Authorization No. [Number]—Retainage at a stipulated amount of	[Enter Amount]	If at Substantial Completion or other point during the Project, the Owner and CMAR agree to a stipulated amount for retainage, then this amount is to be entered here.
18	Work Authorization No. [Number]—Retainage Amount	See Notes to User	If a stipulated amount has been entered in R 17 the worksheet will enter that amount as the Retainage Amount. If no entry has been made in R 17, the worksheet will assume no amount has been stipulated and will continue to hold a percentage of Work Completed and Stored Materials.
19	Total Retainage	Σ Retainage Amounts	Worksheet calculates the total amount of retainage to be withheld for Construction Support Cost and Work Authorization by summing all Retainage Amounts (R 9, and R 18 for each Work Authorization.)

Exhibit A—Set-offs

Column	Column Title	Calculations	Notes to User
a	Set-off Item No.	[Enter Data]	Owner’s Advisor enters a Set-off Item No. This is typically a sequential number and is used for reference only.
b	Description and Purpose of Set-off	[Enter Data]	Owner’s Advisor enters descriptive information to help identify the set-off and its purpose. Set-offs that are lifted should be entered as a negative set-off amount with a notation regarding its previous set-off assessment.
c	Set-off Application No.	[Enter Data]	Owner’s Advisor enters Application No. in which the set-off is assessed. This number must be accurate since the total amount of Total Set-offs this Pay App calculation used this number in its “SUMIF” calculation.
d	Set-off Amount	[Enter Amount]	Owner’s Advisor enters the set-off amount. Enter this as a negative number if a previously assessed set-off is being rescinded.

Row	Row Title	Calculations	Notes to User
1	Total Set-offs this Application for Payment	$\sum C d$ if $C c = \text{Application No.}$	Worksheet calculates the amount for Set-offs assessed for this Pay App. This number is transferred to Summary R 18
2	Total Net Set-offs	$\sum C d$	Worksheet calculates the Total Net Adjustments to the Owner’s Contingency to Date by totaling C d . This number is for information only. Set-offs should only be a one-time assessment. Applying a total for Set-offs would continue to assess the amount each pay period.

Exhibit A—CMAR Contingency

Column	Column Title	Calculations	Notes to User
a	Work Authorization / Item No.	[Enter Data]	Owner's Advisor enters the Work Authorization / Item No. for which an adjustment is to be made to the CMAR Contingency Allowance.
b	Contingency Authorization Number	[Enter Data]	Owner's Advisor enters the number of the adjusting document.
c	Description and Purpose of Contingency Adjustment	[Enter Data]	Owner's Advisor enters a description and purpose for the contingency allowance adjustment.
d	Adjustment Amount	[Enter Amount]	Owner's Advisor enters the amount of the adjustment.
e	Current CMAR Contingency Amount	Previous e - d	Worksheet calculates the Current CMAR Contingency as each new Adjustment Amount is entered into C d by subtracting the Adjustment Amount from Current CMAR Contingency Amount line immediately above this entry.

Row	Row Title	Calculations	Notes to User
1	Original CMAR Contingency	[Enter Amount]	Owner's Advisor enters the initial CMAR Contingency Allowance amount from the Agreement in Item 1 . This number is transferred to Summary R 9 .
2	Total Net Adjustments to CMAR Contingency to Date	$\Sigma \text{ C d}$	Worksheet calculates the Total Net Adjustments to the CMAR Contingency to Date by totaling C d
3	Current CMAR Contingency	$(1 - 2)$	Worksheet calculates the Current amount of the CMAR Contingency by subtracting the Total Net Adjustments to CMAR Contingency to Date from the Original CMAR Contingency.

Exhibit A—Owner’s Contingency

Column	Column Title	Calculations	Notes to User
a	Work Authorization / Item No.	[Enter Data]	Owner’s Advisor enters the Work Authorization / Item No. for which an adjustment is to be made to the Owner’s Contingency Allowance.
b	Contingency Authorization Number	[Enter Data]	Owner’s Advisor enters the number of the adjusting document.
c	Description and Purpose of Contingency Adjustment	[Enter Data]	Owner’s Advisor enters a description and purpose for the contingency allowance adjustment.
d	Adjustment Amount	[Enter Amount]	Owner’s Advisor enters the amount of the adjustment.
e	Current Owner’s Contingency Amount	Previous e - d	Worksheet calculates the Current CMAR Contingency as each new Adjustment Amount is entered into C d by subtracting the Adjustment Amount from Current Owner’s Contingency Amount line immediately above this entry.

Row	Row Title	Calculations	Notes to User
1	Original Owner’s Contingency	[Enter Amount]	Owner’s Advisor enters the initial Owner’s Contingency Allowance amount from the Agreement in Item 1 . This number is transferred to Summary Item 11 .
2	Total Net Adjustments to Owner’s Contingency to Date	$\Sigma \text{ C d}$	Worksheet calculates the Total Net Adjustments to the Owner’s Contingency to Date by summing Adjustment amount entries in C d .
3	Current Owner’s Contingency	$(1 - 2)$	Worksheet calculates the Current amount of the Owner’s Contingency by subtracting the Total Net Adjustments to Owner’s Contingency to Date from the Original Owner’s Contingency.

Exhibit A—Budget

Column	Column Title	Calculations	Notes to User
a	Item	[Enter Data]	Owner's Advisor enters an item number (reference only.)
b	Description	[Enter Data]	Owner's Advisor enters a description for the line item.
c	Original Budget	[Enter Amount]	Owner's Advisor enters the Original Budget (prior to development of a GMP or Work Authorizations. This Budget Should be developed in cooperation with the CMAR to provide the best definition, but early in the development of Work Packages during Preconstruction Services.
d	Budget Adjustment	[Enter Amount]	Owner's Advisor enters any adjustments to the Budget resulting from Contract modification or budget revisions.
e	Current Budget	(c + d)	Worksheet calculates the Current Budget by adding Budget Adjustments to the Original Budget.
f	Current Cost	[Enter Amount]	Owner's Advisor enters current cost from related Work Authorization or OA approved Budget revisions.
g	Projected Changes in Cost	[Enter Amount]	Owner's Advisor enters any projected change in Cost such as an increase in material costs, pending Contract Modifications or other anticipated impacts to the budget.
h	Projected Final Cost	(f + g)	Worksheet calculates the Projected final cost by adding Projected Changes in Cost to the Current Cost.
i	Variance with Original Budget	(c - h)	Worksheet calculates the variance with the Original Budget by subtracting the Projected Final Cost from the Original Budget.
j	Variance with Current Budget	(e - h)	Worksheet calculates the variance with the Current Budget by subtracting the Projected Final Cost from the Current Budget.

Exhibit B– Cost of the Work Summary

Item	Item Title	Calculations	Notes to User
	Title Information	[Enter Data]	The information regarding Project participants, Project identification, and Pay App information entered on this Cost of the Work Summary worksheet will automatically fill in this information on all worksheets within this workbook. Project information will not change over the course of the Project; however application information will change with each Pay App submitted. OA will set up Workbook; CMAR will enter Pay App information for each Pay App submitted.
1	Payroll cost per Agreement Paragraph 6.02.A.	= (Payroll Cost, C k: R 7)	Worksheet transfers amount for Payroll cost from Payroll Cost (total for C k.)
2	Incorporated Equipment and Materials Cost per Agreement Paragraph 6.02.B.	= (Incorporated Equip & Mat Cost, C f: R 6)	Worksheet transfers amount for Incorporated Equipment and Materials Cost from Incorporated Equip and Mat Cost (total for C f.)
3	Consumable Equipment and Materials Cost per Agreement Paragraph 6.02.C.	= (Consumable Equip & Mat Cost, C f: R 6)	Worksheet transfers amount for Consumable Equipment and Materials Cost from Consumable Equip and Mat Cost (total for C f.)
4	Subcontractor Cost per Agreement Paragraph 6.02.D.	= (Subcontractor Cost, C f: R 6)	Worksheet transfers amount for Subcontractor Cost from Subcontractor Cost (total for C f.)
5	Construction Equipment Cost per Agreement Paragraph 6.02.E.	= (Construction Equipment Cost, C h: R 8)	Worksheet transfers amount for Construction Equipment Cost from Construction Equipment Cost (total for C h.)
6	Supplemental Cost per Agreement Paragraph 6.02.F.	= (Supplemental Cost, C f: R 6)	Worksheet transfers amount for Supplemental Cost from Supplemental Cost (total for C f.)
7	Total for Cost of the Work	Σ Rows 1 - 6	Worksheet calculates Total for Cost of the Work by summing amounts in R 1 through R 6. This amount is transferred to the WA Summary Worksheet in Exhibit A for this Work Authorization.

Exhibit B—Payroll Cost

Column	Column Title	Calculations	Notes to User
a	Item No.	[Enter Data]	Enter a sequential item number (informational only.)
b	Employee Number	[Enter Data]	Enter Employee Number.
c	Employee Name	[Enter Data]	Enter Employee Name.
d	Job Description	[Enter Data]	Enter Job Description.
e	Payroll Period Ending	[Enter Date]	Enter Payroll Period Ending.
f	Regular Hours	[Enter Hours]	Enter Regular Hours.
g	Overtime Hours	[Enter Hours]	Enter Overtime Hours.
h	Total Hours	(f + g)	Worksheet calculates Total Hours by adding Regular Hours to Overtime Hours
i	Regular Salary Rate	[Enter Amount]	Enter Regular Salary Rate.
j	Overtime Salary Rate	[Enter Amount]	Enter Overtime Salary Rate.
k	Labor Cost	(f x i) + (g x j)	Worksheet calculates Payroll Cost by adding the product of Regular hours times Regular Salary Rate to the product of Overtime hours to the Overtime Salary Rate.

Row	Row Title	Calculations	Notes to User
1	Total Payroll Hours	$\sum C h$	Worksheet calculates the Total Payroll Hours by summing the Payroll Hours amounts (C h.)
2	Total Payroll Cost	$\sum C k$	Worksheet calculates the Total Payroll Cost by summing the Payroll Cost amounts (C k.)
3	Fee for Payroll Cost with markup factor of	[Enter %]	Enter the Fee multiplier as the percentage of the Payroll Cost stipulated in the Agreement.
4	Fee for Payroll Cost	(2 x 3)	Worksheet calculates the Fee for Payroll Cost by multiplying the Total Payroll Cost times the % Markup for Payroll Cost.
5	Payroll Cost with Fee this Application Period	(2 + 4)	Worksheet calculates the Payroll Cost with Fee by adding the Total Payroll Cost to the Fee for Payroll Cost.
6	Previous Payroll Cost with Fee	[Enter Amount]	Enter Total Payroll Cost with Fee to Date (R 7) from previous Pay App.
7	Total Payroll Cost with Fee to Date	(5 + 6)	Worksheet calculates Total Payroll Cost with Fee to Date by adding the Payroll Cost with Fee this Application Period to Previous Payroll Cost with Fee. This number is transferred to the Cost of the Work Summary R 1 .

Exhibit B—Incorporated Equipment and Materials Cost

Column	Column Title	Calculations	Notes to User
a	Item No.	[Enter Data]	Enter a sequential item number (informational only.)
b	Name of Provider	[Enter Data]	Enter name of the provider for the Incorporated Equipment and Materials Cost item.
c	Invoice Date	[Enter Date]	Enter invoice date for the Incorporated Equipment and Materials Cost item.
d	Invoice Number	[Enter Data]	Enter invoice number for the Incorporated Equipment and Materials Cost item.
e	Description of Equipment or Materials	[Enter Data]	Enter a brief description the Work or services provided for the Incorporated Equipment and Materials Cost item.
f	Equipment / Materials Cost	[Enter Amount]	Enter the invoice cost for providing the Incorporated Equipment and Materials Cost item.

Row	Row Title	Calculations	Notes to User
1	Total Amount for Incorporated Equipment & Materials Cost	$\Sigma \text{C f}$	Worksheet calculates the Total Incorporated Equipment and Materials Cost by summing the Incorporated Equipment and Materials Cost amounts (C f .)
2	Fee for Incorporated Equipment & Materials Cost with markup factor of	[Enter %]	Enter the Fee multiplier at the percentage of the Incorporated Equipment and Materials Cost stipulated in the Agreement.
3	Fee for Incorporated Equipment & Materials Cost	(1×2)	Worksheet calculates the Fee by multiplying the Total Incorporated Equipment and Materials Cost times the % Markup for Incorporated Equipment and Materials Cost.
4	Incorporated Equipment and Materials Cost with Fee this Application Period	$(1 + 3)$	Worksheet calculates the Incorporated Equipment and Materials Cost with Fee by adding the Total Incorporated Equipment and Materials Cost to the Fee for Incorporated Equipment and Materials Cost.
5	Previous Incorporated Equipment and Materials Cost with Fee	[Enter Amount]	Enter Total Incorporated Equipment and Materials Cost with Fee to Date (R 6) from previous Pay App.
6	Total Incorporated Equipment and Materials Cost with Fee to Date	$(4 + 5)$	Worksheet calculates Total Incorporated Equipment and Materials Cost with Fee to Date by adding the Incorporated Equipment and Materials Cost with Fee this Application Period to Previous Incorporated Equipment and Materials Cost with Fee. This number is transferred to the Cost of the Work Summary R 2 .

Exhibit B—Consumable Equipment and Material Cost

Column	Column Title	Calculations	Notes to User
a	Item No.	[Enter Data]	Enter a sequential item number (informational only.)
b	Name of Provider	[Enter Data]	Enter name of the provider for the Consumable Equipment and Materials Cost item.
c	Invoice Date	[Enter Data]	Enter invoice date for the Consumable Equipment and Materials Cost item.
d	Invoice Number	[Enter Data]	Enter invoice number for the Consumable Equipment and Materials Cost item.
e	Description of Equipment or Materials	[Enter Data]	Enter a brief description the Work or services provided for the Consumable Equipment and Materials Cost item.
f	Equipment / Materials Cost	[Enter Amount]	Enter the invoice cost for providing the Consumable Equipment and Materials Cost item.

Row	Row Title	Calculations	Notes to User
1	Total Amount for Consumable Equipment and Materials Costs	$\sum C f$	Worksheet calculates the Total Consumable Equipment and Materials Cost by summing the Consumable Equipment and Materials Cost amounts (C f .)
2	Fee for Consumable Equipment & Materials Cost with markup factor of	[Enter %]	Enter the Fee multiplier as a percentage of the Consumable Equipment and Materials Cost item as stipulated in the Agreement.
3	Fee for Consumable Equipment & Materials Cost	(1×2)	Worksheet calculates the Fee by multiplying the Total Consumable Equipment and Materials Cost times the % Markup for Consumable Equipment and Materials Cost.
4	Consumable Equipment and Materials Cost with Fee this Application Period	$(1 + 3)$	Worksheet calculates the Consumable Equipment and Materials Cost with Fee by adding the Consumable Equipment and Materials Cost to the Fee for Consumable Equipment and Materials Cost.
5	Previous Consumable Equipment and Materials Cost with Fee	[Enter Amount]	Enter Total Consumable Equipment and Materials Cost with Fee to Date (R 6) from previous Pay App.
6	Total Consumable Equipment and Materials Cost with Fee to Date	$(4 + 5)$	Worksheet calculates Total Consumable Equipment and Materials Cost with Fee to Date by adding the Consumable Equipment and Materials Cost with Fee this Application Period to Previous Consumable Equipment and Materials Cost with Fee. This number is transferred to the Cost of the Work Summary R 3 .

Exhibit B—Subcontractor Cost

Column	Column Title	Calculations	Notes to User
a	Item No.	[Enter Data]	Enter a sequential item number (informational only.)
b	Subcontractor Name	[Enter Data]	Enter the name of each Subcontractor.
c	Invoice Date	[Enter Date]	Enter the invoice date for work completed this Application Period.
d	Invoice Number	[Enter Data]	Enter the invoice number for work completed this Application Period.
e	Description of Work Provided	[Enter Data]	Enter a description of the Work provided.
f	Subcontract Cost	[Enter Amount]	Enter the invoice amount for work completed this Application Period

Row	Row Title	Calculations	Notes to User
1	Total Amount for Subcontractor Cost	$\sum C f$	Worksheet calculates the Total Subcontractor Cost by summing the Subcontractor Cost amounts (C f.)
2	Fee for Subcontractor Cost with markup factor of	[Enter %]	Enter the Fee multiplier at the percentage of the Subcontractor Cost stipulated in the Agreement.
3	Fee for Subcontractor Cost	(1×2)	Worksheet calculates the Fee by multiplying the Total Subcontractor Cost times the % Markup for Supplemental Cost.
4	Subcontractor Cost with Fee this Application Period	$(1 + 3)$	Worksheet calculates the Subcontractor Cost with Fee by adding the Total Subcontractor Cost to the Fee for Subcontractor Cost.
5	Previous Subcontractor Cost with Fee	[Enter Amount]	Enter Total Subcontractor Cost with Fee to Date (R 7) from previous Pay App.
6	Total Subcontractor Cost with Fee to Date	$(4 + 5)$	Worksheet calculates Total Subcontractor Cost with Fee to Date by adding the Subcontractor Cost with Fee this Application Period to Previous Subcontractor Cost with Fee. This number is transferred to the Cost of the Work Summary R 4 .

Exhibit B—Construction Equipment Cost

Column	Column Title	Calculations	Notes to User
a	Item No.	[Enter Data]	Enter a sequential item number (informational only.)
b	Equipment Identification Number	[Enter Data]	Enter the Equipment Identification Number for each piece of equipment used. Add new equipment as it is mobilized for use on the Project. Items remain on the inventory for the duration of the Project.
c	Description of Equipment	[Enter Data]	Enter a description of the construction equipment
d	Time Used this Period	[Enter Number]	Enter the time this equipment was used for this Pay Application Period.
e	Units	[Enter Data]	Enter the units of time for which the rates in C f and C g apply from the drop-down menu (Hour, Day, Week, Month, Year) in each cell.
f	Ownership / Rental Cost per Unit	[Enter Amount]	Enter the ownership or rental cost for each unit for the indicated time units.
g	Fuel and Maintenance Costs per Unit	[Enter Amount]	Enter the fuel and maintenance cost for each unit for the indicated time units.
h	Equipment Costs this Period	d x (f + g)	Worksheet calculates the Equipment Cost this Application Period for each piece of equipment listed by multiplying the Time used times the sum of Ownership / Rental Cost per unit and the Fuel and Maintenance Cost per Unit for each.

Row	Row Title	Calculations	Notes to User
1	Total Amount for Owned and Rented Construction Equipment	Σ C h	Worksheet calculates the Total Amount for Owned and Rented Construction Equipment Cost by summing the Equipment Cost amounts (C h) for Owned and Rented Construction Equipment.
2	Fee for Construction Equipment Cost with markup factor of	[Enter %]	Enter the Fee multiplier as the percentage of the Construction Equipment Cost stipulated in the Agreement.
3	Fee for Construction Equipment Cost	(1 x 2)	Worksheet calculates the Fee by multiplying the Owned and Rented Construction Equipment Cost times the % Markup for Construction Equipment Cost.
4	Owner and Rented Construction Equipment with Fee	(1 + 3)	Worksheet calculates the Owned and Rented Construction Equipment Cost with Fee by adding the Total Owned and Rented Construction Equipment Cost to the Fee for Owned and Rented Construction Equipment Cost.
5	Total Amount for Construction Equipment Rented/Leased from Affiliated Company	Σ C h for Equipment Rented for Affiliated Company	Worksheet calculates the Total Amount for Construction Equipment Rented from Affiliated Company by summing Equipment Costs for Equipment rented from affiliated companies.
6	Total Amount for All Construction Equipment with Fee this Application Period	(4 + 5)	Worksheet calculates the Total Amount for All Construction Equipment with Fee this Application Period by adding the Total Amount for Owner and Rented Construction Equipment with Fee to the amount for Construction Equipment Rented from Affiliated Companies.
7	Previous Total Amount for All Construction Equipment with Fee	[Enter Amount]	Enter Total Amount for All Construction Equipment with Fee to Date (R 8) from previous Pay App.

8	Total Amount for All Construction Equipment with Fee to Date	(6+ 7)	Worksheet calculates Total Amount for All Construction Equipment with Fee to Date by adding the Total Amount for All Construction Equipment with Fee this Pay App Period to Previous Total Amount for All Construction Equipment with Fee to Date. This number is transferred to the Cost of the Work Summary R 5 .

Exhibit B—Supplemental Cost

Column	Column Title	Calculations	Notes to User
a	Item No.	[Enter Data]	Enter a sequential item number (informational only.)
b	Name of Provider	[Enter Data]	Enter name of the provider for the Supplemental Cost item.
c	Invoice Date	[Enter Date]	Enter invoice date for the Supplemental Cost item.
d	Invoice Number	[Enter Data]	Enter invoice number for the Supplemental Cost item.
e	Description of Work or Service Provided	[Enter Data]	Enter a brief description of the Work or services provided for the Supplemental Cost item.
f	Supplemental Cost	[Enter Amount]	Enter the invoice cost for providing the Supplemental Cost item.

Row	Row Title	Calculations	Notes to User
1	Total Amount for Supplemental Cost	$\sum C f$	Worksheet calculates the Total Supplemental Cost by summing the Supplemental Cost amounts (C f .)
2	Fee for Supplemental Cost with markup factor of	[Enter %]	Enter the Fee factor as a percentage of the Supplemental Cost stipulated in the Agreement.
3	Fee for Supplemental Cost	(1×2)	Worksheet calculates the Fee by multiplying the Total Supplemental Cost times the % markup factor for Supplemental Cost.
4	Supplemental Cost with CMAR Fee this Application Period	$(1 + 3)$	Worksheet calculates the Supplemental Cost with Fee by adding the Total Supplemental Cost to the Fee for Supplemental Cost. This number is transferred to the Cost of the Work Summary R 6 .
5	Previous Supplemental Cost with Fee	[Enter Amount]	Enter Total Subcontractor Cost with Fee to Date (R 7) from previous Pay App.
6	Total Supplemental Cost with Fee to Date	$(4 + 5)$	Worksheet calculates Total Supplemental Cost with Fee to Date by adding the Supplemental Cost with Fee this Application Period to Previous Supplemental Cost with Fee. This number is transferred to the Cost of the Work Summary R 6 .

ATTACHMENT B—MICROSOFT EXCEL BASICS FOR THE APPLICATION FOR PAYMENT EXHIBITS A AND B.

1.0 EXCEL BASICS

1.1 It is assumed that those that use this Pay App form will have a fundamental understanding of Excel. The CMAR should require less experience with Excel, since the CMAR will typically be reporting information rather than creating or maintaining the Pay App. The following is provided to cover nomenclature common to Excel and this Pay App form.

1.2 The basic structure of Excel consists of the following:

- A. Worksheets are the individual spreadsheets included in a workbook. These are located in different tabs located at the bottom of the screen.
- B. All of the worksheets included in a file are called a workbook. The EJCDC CMAR Pay App includes two workbooks:
 1. Exhibit A—Application for Payment which includes the Application for Payment Summary, supporting tabulations for Work completed and Stored Materials, other related calculations for CMAR Services, contingency expenditures, set-offs, and budget.
 2. Exhibit B—Cost of the Work Calculations which is used by the CMAR, Subcontractors, and Suppliers.
- C. Each worksheet consists of cells. Each cell is defined by its vertical column, designated by capital letters, and its horizontal row, designated by numbers, in which the cell is located. The cell designation is the column letter and the row number, for example, **Cell J21** would be located in **Column J**, on **Row 21**. Because every worksheet has the same columns and rows, the cell address has to include the name of the worksheet in addition to the column and row when the referenced cell is located on a different worksheet. In the example below, **Cell J21**, also shown in the Name Box, contains a formula so that the contents of the cell is equal to **Cell N39** on the **Support Cost** worksheet, shown in the Formula Bar as **'Support Cost'!N39**.

Application for Payment		Summary	
Owner:		Project Number	
CMAR:			
Owner's Advisor:			
Engineer:			
Project:			
Contract:			
Application No.:		Application Date:	
Application Period from:		to	
		Contract Amount	Amount Earned
CMAR Services	1	\$ -	2 \$ -
		Contract Amount	Amount Earned
Construction Support Costs	3	\$ -	4 \$ -
Work Authorizations	5	\$ -	6 \$ -
Total Construction Costs	7	\$ -	8 \$ -

Attachment B—Microsoft Excel Basics for the Application for Payment Exhibits A and B.

EJCDC® CMAR-620, Application for Payment—Construction Manager at Risk Series.

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- D. A range is a group of cells. A range is defined by the cell designation of the upper left-hand cell and the lower right-hand cell, as an example range **D112:G130** would include all of the cells in **Columns D through G** and **Rows 112 through 130**. Ranges can be assigned range names which can simplify formulas and functions used to perform mathematical calculations using the numbers in individual cells and ranges. Range names are typically not used in these documents to allow users to readily trace the data in formulas by selecting the cell and looking in the Formula Bar to see the cell contents. An exception is made when **SUMIF Functions** are used and rows may be added. See Paragraph 1.3.C.

1.3 Formulas and Functions

- A. Formulas are equations the user places in a cell to perform a specific function using the data stored in other cells. In the Pay App, equations are used primarily for two purposes:
1. Transfer the contents of a cell on a worksheet to a cell on a different worksheet. The **Summary** worksheet includes several equations of this type to transfer the results from other worksheets to the **Summary** worksheet, so these values are shown on that page without the need to refer to the worksheet where the number is originally calculated. In general, calculations are made on the same worksheet where data resides and is transferred to other worksheets where other calculations are made.
 2. Perform mathematical calculations using the data on a worksheet. These typically consist of performing calculations using the data included in a row or summing columns of these row calculations to show a total for all rows in that column. When calculations are made within a row, the equations are shown in the table column headers to show users how the values in that column are calculated using the Table Column Designators provided for information. As an example, **C i** shows the results of subtracting **C g** (Work Completed and Materials Stored to Date) from the value in **C c** (Item Amount) in each row.

Table Column Designator							
	c	d	e	f	g	h	i
	Item Amount	Work Completed to Date (% Complete)	Amount for Work Completed to Date (c x d)	Current Stored Materials SUMIF from Stored Materials	Work Completed and Materials Stored to Date (e + f)	Item % Complete (g / c)	Amount Remaining to Complete (c - g)
Equation showing how values in columns are calculated for each row							

The equation in the cell shown in the Formula Bar may appear to be different than the equation using Table Column Designators shown in the table column header since columns are sometimes combined for formatting purposes. The formulas in the table columns are provided to help the user understand the basis for calculations, but formulas must use the Excel worksheet columns and rows to calculate properly.

Actual Cell Equation: $=\text{ROUND}(J22+H22,2)$

Table Header Equation: $(c \times f) + (d + f) = (e + g)$

Selected Cell: $=\text{ROUND}(J22+H22,2)$

- B. Functions are pre-written formulas built into Excel to perform specific operations. Functions typically used in the Pay App include:
1. Rounding—When numbers are derived from multiplying or dividing one number by another, the response may include an infinitesimal number of decimals. When these are subsequently used in other equations, round off errors may be created so that the sum of the numbers in the rows appear to be incorrect. To avoid this apparent discrepancy, some equations include the **ROUND Function** to round the number to two decimals before they are summed.
 2. Conditional Functions—Conditional functions, such as the **IF Function** are used to make decisions. The structure of the **IF Function** is: “If this condition occurs, then perform this calculation, otherwise perform this calculation.” As an example, the **IF Function** in Cell L22 looks at the type of Unit shown in C d (H22) and decides how to calculate the value for C h (L22). If H22 is “LS” then the value will be calculated by multiplying the amount Completed to Date in C g (K22) by the Item Amount in C f (J22). If H22 is not equal to “LS” then the value will be calculated by multiplying the quantity Completed to Date in C g (K22) by the Unit Price amount in C e (I22).

If Function determines which calculation to perform based on value in Cell H22

Equation used depending on the type of unit in Col d: $(e \times e) = (e \times g) \text{ Units or as Decimal or } (f \times g) \text{ Lump Sum}$

Cell L22 using IF Function to determine the method of calculation

When an **If Function** relies on seeing a specific value, such as “**LS**” in **C d (H22)** to decide, it is best to include this specific value in a **Data Validation** list. The **Data Validation** for **C d (H22)** requires that one of the values shown in **Source** be entered into the cell, typically using a drop-down menu in the cell to select the correct type of units. To create a **Data Validation** list, select the **Data** menu, then select **Data Validation**, and **Data Validation** a second time. **Select List** from the validation type, and then **enter the list** in **Source**: by typing what is to appear in the drop-down window, separating each with a comma and without spaces.

The **IF Function** may be used to return a blank (written as “”) when the numbers required to perform a calculation have not been entered.

The **IFERROR Function** is often used in cells that can create an **Error** if certain conditions are met. In the Pay App this can happen when making a percentage calculation and the denominator is equal to “0”. The **IFERROR Function** can be used to insert a blank (written as “”) when the calculation would result in an error.

C. SUM and SUMIF Functions

1. The **SUM Function** and **SUMIF Function** are used to calculate totals of numbers in either rows, columns, or ranges.
2. The most common uses of the **SUM Function** in the Pay App is to total the values in the designated rows in a column or to total the values in the designated columns in a row. The **SUM Function** can also be applied to a range if the numbers in two or more columns are to be totaled and can be applied to ranges that are not contiguous.

Function to calculate the sum for the designated range

J25 $\text{=ROUND(SUM(J22:J24),2)}$

	a	b	c	d	e	f
	Item No.	Description	Quantity	Units	Unit Price	Item Amount
15						
16						
17						
18						
19						
20						
21						
22	CSC-B-01	Mobilization Costs				\$ -
23	CSC-B-02	Fixed Construction Support Costs				\$ -
24	CSC-B-03	Time Dependent Construction Support Costs				\$ -
25	1	Total Base Construction Support Cost				\$ -
26						

Designated range (column to be summed to calculate the total for the range)

Cell where the total for the range (column) is calculated

3. The **SUMIF Function** is used to total only those numbers in a designated range that meet the requirements prescribed in the Function. The **SUMIF Function** is used to sum the amounts in the **Stored Materials** worksheet that are allocated to a specific Construction Support Services or Work Authorization Item No and transfer these total amounts to that specific Construction Support Services or Work Authorization Item No in the Current Stored Materials column. In order for the **SUMIF Functions** to work properly, each item number must be unique and be correctly entered into the **Stored Materials** worksheet. In the example shown in the figure below, **SM_No** is the range name assigned to **C a** (Item No.) and **SM_Remaining** is the range name assigned to **C n** (Materials Remaining in Storage) in the **Stored Materials** worksheet.

Function to sum the amounts for Materials Remaining in Storage for all rows in the Stored Materials worksheet that have the same item number as show in cell A21

J21 Σ $\sqrt{x}$ fx =SUMIF(SM_No,A21,SM_Remaining)

	A	B	C	D	E	F	G	H	I	J
16		a			b		c	d	e	f
17		Item No.			Description		Item Amount	Work Completed to Date (% Complete)	Amount for Work Completed to Date {cxd}	Current Stored Materials SUMIF from Stored Materials
20		Base Work (B)								
21		WA[XX]-B-01							\$ -	\$ -
22		WA[XX]-B-02							\$ -	\$ -
23		WA[XX]-B-03							\$ -	\$ -
24		Total Base Work					\$ -		\$ -	\$ -

Cell where amount is calculated using SUMIF Function

2.0 PROTECTING WORKBOOKS AND WORKSHEETS

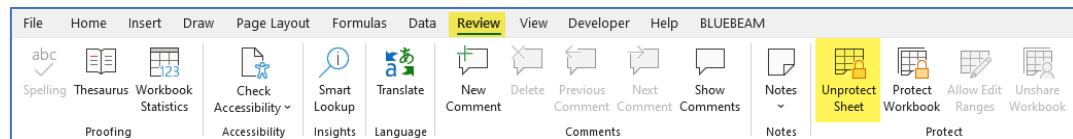
2.1 Protecting Workbooks

- A. Exhibit A and Exhibit B are provided as Microsoft® Excel Open XML workbook templates (.xltx file) to prevent the original file from being inadvertently changed. When a Pay App is created for a specific project, it should be saved as an Excel standard workbook (.xlsx) file. To do this, select **Save As (F12)**, type in a new **File name** (typically a Project designation or account number) and select **Excel Workbook (.xlsx)** from the drop down **Save As Type** menu.
- B. While it is possible to Protect / Unprotect the entire Workbook using procedures similar to Protecting Worksheets described in Paragraph 2.2, it is recommended that protection status be managed at the worksheet level to prevent unintended alterations to cell content. When workbook level protection is engaged it prevents other users from viewing hidden worksheets, adding, copying, moving, deleting, hiding, or renaming worksheets. It does not protect cell content.
- C. File-level protection is available from the **File** menu to encrypt data and add other restrictions; however, this level of protection should not be required for a shared worksheet like the Pay App.

- D. Passwords may be applied to protect workbooks or worksheets. Use caution when applying passwords and make certain passwords are recorded correctly if used. If passwords are lost or forgotten, these cannot be retrieved.

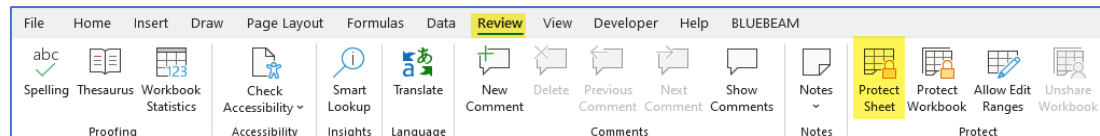
2.2 Protecting Worksheets

- A. The cells in worksheets that contain equations have been coded to "lock" the cells that should not be altered. It is recommended that each worksheet be protected (cells locked) at all times unless it is necessary to add or delete rows. Directions for adding and deleting rows are provided in Paragraph 3.2. Passwords can be used to lock the **Protect / Unprotect** settings on worksheets, however the worksheets in these workbooks as provided by EJCDC do not require a password so the User has ready access. It is recommended that the Owner's Advisor password protect the Worksheet after it is altered for a specific project. Changes to the worksheets should be performed by a limited number of individuals with adequate experience to understand the impact of any changes made.
- B. To unprotect a worksheet, click on the **Review** tab in the menu at the top of the **Ribbon**, then click **Unprotect Sheet**.



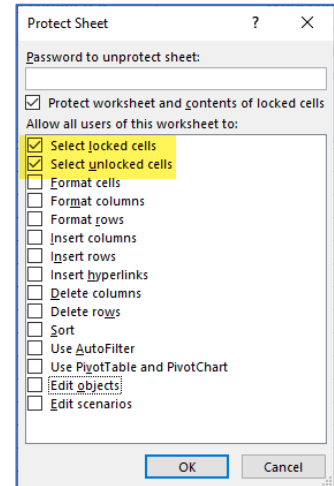
An alternate approach is to **right click** on the **worksheet tab** and select **Unprotect Sheet**.

- C. To protect a worksheet, click on the **Review** tab in the menu at the top of the **Ribbon**, then click **Protect Sheet**.



An alternate approach is to **right click** on the **worksheet tab** and select **Protect Sheet**.

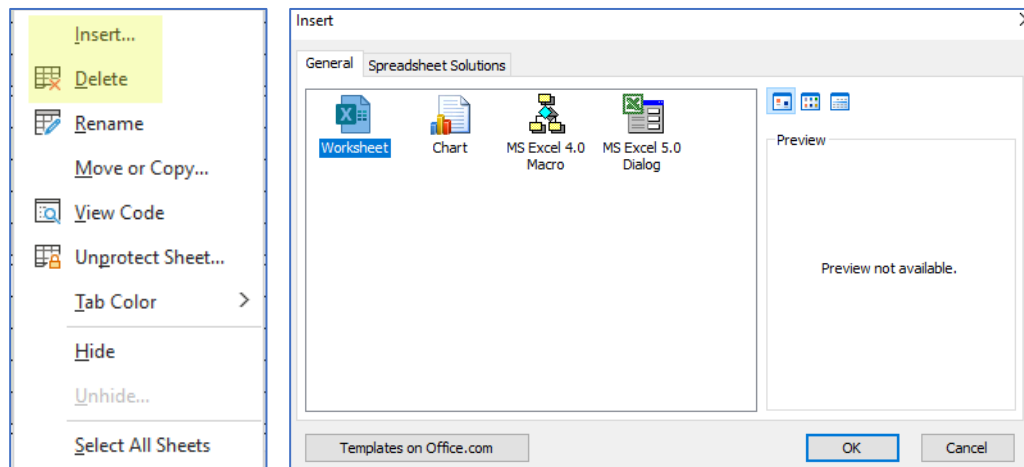
This will open a pop-up menu in which the User is allowed to select protection options. It is recommended that only the top two checkboxes for **Select Locked Cells** and **Select Unlocked Cells** be checked. Click **OK** to reset the protection for the Worksheet. For worksheets where rows will likely be added or deleted, the “Insert rows” and “Delete rows” boxes may also be checked, however, while this will allow rows to be added or deleted, it will not allow format, equations, and other information from existing rows to be copied into the newly inserted rows. It is recommended that when rows or columns are to be added or deleted, the worksheet should be unprotected so these changes can be made. See Paragraph 3.2.B. The **check boxes** in the **Protect Sheet** window should not change as sheets are **Protected/Unprotected** and are currently set to the recommended settings shown.



3.0 COMMON PROCEDURES

3.1 Worksheets

- A. Scrolling Through Worksheets—depending on the computer and monitor used, it is likely that not all of the worksheet tabs will be visible at the bottom of the screen. Use the < > arrows in the lower left-hand corner of the tabs to scroll right or left to see tabs that may not be showing.
- B. Adding or Deleting Worksheets—To delete a worksheet, **right click** on the worksheet tab at the bottom of the worksheet and select **Delete**. If a worksheet might be used at a later date, hiding the worksheet may be preferable. If no data has been entered into the worksheet, leaving it hidden will not impact other worksheets since no values will be transferred. To add a worksheet, **right click** on any worksheet tab at the bottom of the worksheet and select **Insert**. A window will appear offering several options on the **General** tab. Select the **Worksheet** icon, and **click Okay**. A new worksheet (**Sheet1**) will be inserted in the workbook. This will be a “blank” worksheet ready for creating a new worksheet. A new blank worksheet may also be added by left clicking on the **+ sign** to the right of the visible tabs.

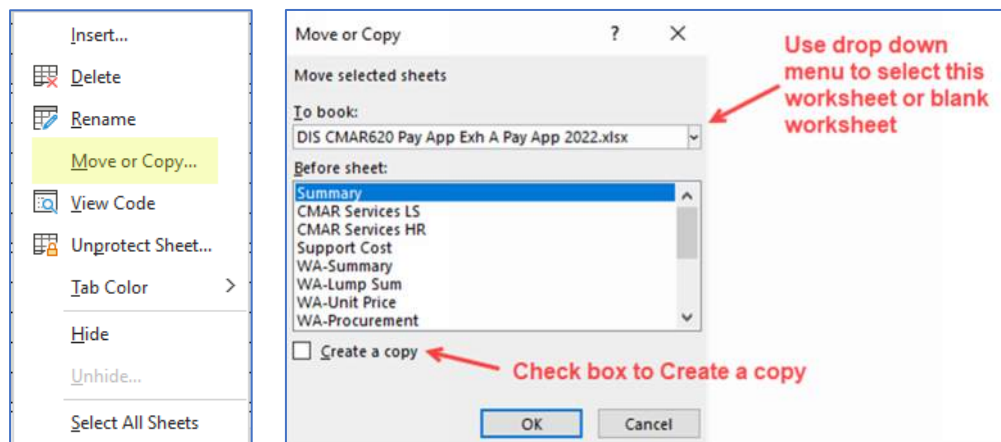


Attachment B—Microsoft Excel Basics for the Application for Payment Exhibits A and B.

EJCDC® CMAR-620, Application for Payment—Construction Manager at Risk Series.

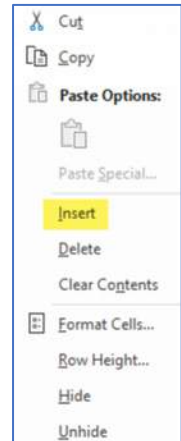
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- C. Hiding / Unhiding Worksheets—To hide a worksheet, **right click** on the worksheet tab at the bottom of the worksheet and select **Hide**. To unhide a worksheet, **right click** on any **worksheet tab** and **left click Unhide**. A window will appear listing all hidden worksheets. **Left click** the worksheet to unhide and **click Okay**. To unhide more than one hidden worksheet, **right click** on any **worksheet tab** and select **Unhide**. When the window appears listing all hidden worksheets, hold **CTRL** and **left click** on each worksheet to be unhidden and **click Okay**. At the beginning of the Project, it is likely that only the Summary worksheet and one of the CMAR Services worksheets will be used in the Pay App process. Other sheets can be hidden until needed.
- D. Renaming Worksheets—To rename a worksheet, **right click** on the **worksheet tab** to be renamed and **click Rename** on the drop-down menu that appears. Edit the text in the tab, and then **click** anywhere else to close the renaming process. This will be used when creating new Work Authorization worksheets as Work Authorizations are approved.
- E. Moving or Copying Worksheets—It is more likely that using a copy of an existing worksheet will be easier than inserting a new worksheet and starting from a blank worksheet. The most common use of the Move or Copy worksheet process will be when setting up a new Work Authorization worksheet by copying **WA-Lump Sum**, **WA-Unit Price**, or **WA-Procurement** and making the modifications necessary for the new Work Authorization. The procedure for moving / copying a worksheet is similar to that for adding a worksheet. **Right click** on the **worksheet tab** at the bottom of the worksheet for the **worksheet tab** to be copied and select **Move or Copy**. In the **To book: drop-down menu** that will appear, **select** the workbook into which the worksheet is to be moved or copied. The list will show all open workbooks and provide an option for the worksheet to be copied into a new workbook. Choose the worksheet position by **selecting** one of the existing worksheets in the **Before sheet:** list. Check the **Create a copy** box to create a copy. Not checking the box will move the worksheet to the new location and it will be removed from its current position. Rename the new worksheet using the Renaming process in Paragraph D.

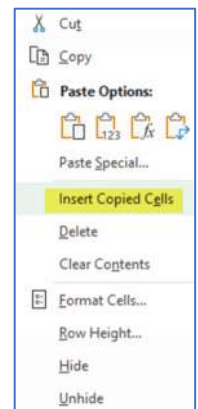
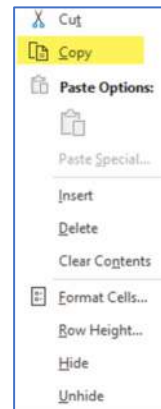


3.2 Rows and Columns

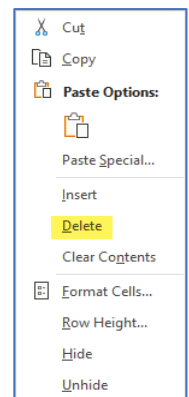
- A. Adding Rows—A limited number of rows are provided in the worksheets. Additional rows may be added to these worksheets by the Owner's Advisor. The first step in this process is to unprotect the worksheet as previously discussed. After the worksheet is unprotected, move with caution to prevent inadvertently deleting any cells that contain equations. To insert a row, **right click** in the **row heading** at the left of the spreadsheet and select **Insert** in the **pop-up menu**. A new row will be inserted at the location where the cursor was placed in the **row heading**. If more than one new row is desired, **left click and drag the cursor** to include the desired number of rows, **right click** in the **selected row headings** and then select **Insert** in the **pop-up menu**. It is important to note that newly inserted rows do not include equations and merged cells will not be merged in the new rows. See Paragraph 3.2.B for directions on how to insert new rows that include formatting and equations. When rows are inserted, Excel automatically adjusts the equations in the "Totals" row to include the new rows.



- B. Inserting Copied Cells—It is more likely that the user will wish to insert new rows that incorporate the formatting and equations of other rows in that section. To do this, begin by copying a line from one of the original rows with correct formatting and equations. To copy a row, **right click** in the **row to be copied** then **select Copy** in the **pop-up menu**. Excel will indicate that this row is ready to copy by showing a moving dashed line around the row that is being copied. Select the new rows into which the information is to be copied as before and **right click** in the **row heading** at the left of the spreadsheet and select **Insert Copied Cells** in the **pop-up menu**. This will reproduce the copied row into each new row inserted.



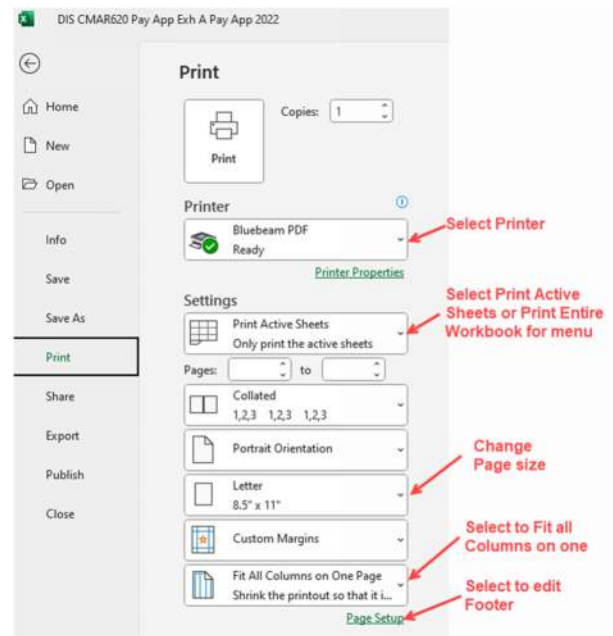
- C. Deleting Rows—To delete an unused row, **right click** in the **row heading** on the left of the spreadsheet for the row to be deleted and **select Delete** in the **pop up menu**. The selected row will be deleted. If more than one row is to be deleted, **left click and drag the cursor** to the desired number of rows to be deleted and then **right click** in the **row heading** to open the pop-up menu and select **Delete**.
- D. Columns—The process for inserting and deleting columns is similar to the process for inserting and deleting rows, except selections will be made in the column heading at the top of the Worksheet. With the exception of the **CMAR Services HR** worksheet, it is unlikely that columns will be added or deleted.
- E. After rows have been added or deleted, it is important that worksheet protection be reset (See Paragraph 2.2).
- F. Adding rows to worksheets will be performed by the Owner's Advisor when the worksheet is set up and additional rows will likely not be needed. The CMAR will typically only input data into designated (light green) unlocked cells. Unlike other worksheets, the **Stored Materials** worksheet will continue to add rows as the Stored



Materials inventory grows. The OA may choose to create and hide additional rows, or periodically add new rows as the Stored Materials are added. The Owner's Advisor may also choose to provide this worksheet without a password to allow CMAR to unprotect the worksheet to add rows as needed. CMAR should be alerted to the possibility that payment may not be made for Materials Remaining in Storage if inserted rows do not include the correct equations.

3.3 Printing

- A. All worksheets are set up for printing as PDF files. Page size and orientation have been set for each printout and will print all columns on the same page. Print titles have been set to repeat column headings on each page when multiple pages are printed. Page numbers have been added to footers to show the page and total number of pages in the printed worksheet. Worksheets may be set to print on any printer; however files are typically printed as PDF files to allow electronic signatures to be added as electronic files are routed for approval.
- B. To preview the printed document select **Print** on the **File** menu. Details for the worksheet will be shown and can be modified in **Settings**. Settings will change if a printer other than a PDF printer is selected and may need to be adjusted.
- C. Each worksheet may be printed individually by selecting **Print Active Sheets** (default) from the drop-down menu or the entire workbook may be printed by selecting **Print Entire Workbook**.
- D. EJCDC footer information may be replaced with Project Specific information or may be deleted since project information is included in the worksheet headings. To change footer information, select **Page Setup** at the bottom of **Settings**. In the **pop-up menu**, select the **Header/Footer** tab. Select **Custom Footer** and edit or delete the **Center Section** of the footer.



3.4 Reviewing Equations in Worksheets

- A. It is sometimes helpful to be able to see all of the equations used in a worksheet to check for accuracy. This can be done by going to the **Formulas** menu and selecting **Show Formulas**. This can be used to toggle between showing formulas and the worksheets normal appearance. It does not change the worksheet unless changes are made by the user.

Application for Payment

Summary

Owner: _____	Project Number
CMAR: _____	_____
Owner's Advisor: _____	_____
Engineer: _____	_____
Project: _____	_____
Contract: _____	_____

Application No.: _____	Application Date: _____
Application Period from: _____	to _____

		Contract Amount		Amount Earned
CMAR Services	1	\$ -	2	\$ -

		Contract Amount		Amount Earned
Construction Support Costs	3	\$ -	4	\$ -
Work Authorizations	5	\$ -	6	\$ -
Total Construction Costs	7	\$ -	8	\$ -
CMAR Contingency Allowance	9	\$ -		
Guaranteed Maximum Price	10	\$ -		
Owner's Contingency Allowance	11	\$ -		
Contract Price	12	\$ -		

Summary of Net Earned Amounts and Payment Due for CMAR Services and Construction				
Total Amount Earned for CMAR Services and Total Construction Costs	13	\$ -		-
Total Net Retainage	14	\$ -		-
Amount Earned this Application for Payment	15	\$ -		-
Amount Earned from prior Application for Payment	16			
Net Amount Earned this Application for payment	17	\$ -		-
Set-offs applied this Application for Payment	18	\$ -		-
Payment Due	19	\$ -		-

The undersigned Construction Manager at Risk certifies that all CMAR Services and Work, including materials, covered by this Application for Payment have been completed or delivered in accordance with the Contract Documents, that all amounts have been duly paid to Subcontractor and Suppliers for CMAR Services, Work, materials, and equipment for which previous Payment has been made by the Owner, and that the current payment amount shown in this Application for Payment is now due.

Construction Manager at Risk: _____

Signature: _____ **Date:** _____

Recommended by Owner's Advisor By: _____ Title: _____ Date: _____ Approved by Owner By: _____ Title: _____ Date: _____	Approved by Funding Agency By: _____ Title: _____ Date: _____ Approved by Owner By: _____ Title: _____ Date: _____

Owner: _____ CMAR: _____ Owner's Advisor: _____ Engineer: _____ Project: _____ Contract: _____	Project Number _____ _____ _____

Application No.: _____	Application Date: _____	Application Period from: _____ to _____

a	b	c	d	e	f	g	h	i	j	k
Task No.	Description	Task Amount	% Earned Previous Pay App	Amount Earned Previous Pay App (c x d)	Amount for Services Completed			Services Remaining		
					% Earned This Pay Period	Amount Earned this Pay Period (c x f)	% Earned to Date (d + f)	Amount Earned to Date (e + g)	% Remaining (1 - h)	Amount Remaining (c - i)

Preconstruction Services**Basic Services**

1.01	Project Management			\$ -		\$ -		\$ -		\$ -
1.02	Design Related Preconstruction Services			\$ -		\$ -		\$ -		\$ -
1.03	Construction Management Plan and Implementation			\$ -		\$ -		\$ -		\$ -
1.04	Construction Contract Administration			\$ -		\$ -		\$ -		\$ -
1.05	Cost Management			\$ -		\$ -		\$ -		\$ -
1.06	Time Management			\$ -		\$ -		\$ -		\$ -
1.07	Quality Management			\$ -		\$ -		\$ -		\$ -
1.08	Risk Management			\$ -		\$ -		\$ -		\$ -
1.09	Safety Management			\$ -		\$ -		\$ -		\$ -
1.10	Site Management and Environmental Controls			\$ -		\$ -		\$ -		\$ -
1.11	Regulatory Requirements			\$ -		\$ -		\$ -		\$ -
1.12	Procurement Strategy Plan			\$ -		\$ -		\$ -		\$ -
1	Totals for Preconstruction Basic Services	\$ -		\$ -		\$ -		\$ -		\$ -

Additional Services

2.01	Diverse Business Program Implementation			\$ -		\$ -		\$ -		\$ -
2.02	Value Engineering Studies			\$ -		\$ -		\$ -		\$ -
2.03	Start Up and Commissioning Program			\$ -		\$ -		\$ -		\$ -
2.04	Additional Inspections and Quality Management			\$ -		\$ -		\$ -		\$ -
2.05	Additional Copies of Documents			\$ -		\$ -		\$ -		\$ -
2	Totals for Preconstruction Additional Services	\$ -		\$ -		\$ -		\$ -		\$ -
3	Totals for Preconstruction Services	\$ -		\$ -		\$ -		\$ -		\$ -

Procurement Services**Basic Services**

3.01	Project Management			\$ -		\$ -		\$ -		\$ -
3.02	Assemble Work Packages			\$ -		\$ -		\$ -		\$ -
3.03	Advertise for Bids			\$ -		\$ -		\$ -		\$ -
3.04	Pre-Bid Conferences			\$ -		\$ -		\$ -		\$ -
3.05	Addenda			\$ -		\$ -		\$ -		\$ -
3.06	Opening Bids			\$ -		\$ -		\$ -		\$ -
4	Totals for Procurement Basic Services	\$ -		\$ -		\$ -		\$ -		\$ -

Additional Services

4.01	Diverse Business Program Implementation			\$ -		\$ -		\$ -		\$ -
4.02	Prequalification of Bidders			\$ -		\$ -		\$ -		\$ -
4.03	Additional Work Packages			\$ -		\$ -		\$ -		\$ -
4.04	Regulatory Agencies			\$ -		\$ -		\$ -		\$ -
4.05	Additional Copies of Documents			\$ -		\$ -		\$ -		\$ -
5	Totals for Procurement Additional Services	\$ -		\$ -		\$ -		\$ -		\$ -
6	Totals for Procurement Services	\$ -		\$ -		\$ -		\$ -		\$ -

Special Services

5.01	[Special Services, See Agreement Exhibit A]			\$ -		\$ -		\$ -		\$ -
5.02	[Special Services, See Agreement Exhibit A]			\$ -		\$ -		\$ -		\$ -
5.03	[Special Services, See Agreement Exhibit A]			\$ -		\$ -		\$ -		\$ -
5.04	[Special Services, See Agreement Exhibit A]			\$ -		\$ -		\$ -		\$ -
5.05	[Special Services, See Agreement Exhibit A]			\$ -		\$ -		\$ -		\$ -
7	Totals for Special Services	\$ -		\$ -		\$ -		\$ -		\$ -
8	Total CMAR Service	\$ -		\$ -		\$ -		\$ -		\$ -

Owner:		Project Number	
CMAR:			
Owner's Advisor:			
Engineer:			
Project:			
Contract:			

Application No.: _____		Application Date: _____		Application Period from: _____ to _____						
a	b	c	d	e	f	g	h	i	j	k
Task No.	Description	Task Amount	Amount Earned Previous Pay App	[Provider A] [Classification]	[Provider B] [Classification]	[Provider C] [Classification]	[Provider D] [Classification]	[Provider E] [Classification]	Amount Earned this Pay Period	Amount Earned to Date
				\$ -	\$ -	\$ -	\$ -	\$ -		
Hours for this Pay Period										

Preconstruction Services										
Basic Services										
1.01	Project Management								\$ -	\$ -
1.02	Design Related Preconstruction Services								\$ -	\$ -
1.03	Construction Management Plan and Implementation								\$ -	\$ -
1.04	Construction Contract Administration								\$ -	\$ -
1.05	Cost Management								\$ -	\$ -
1.06	Time Management								\$ -	\$ -
1.07	Quality Management								\$ -	\$ -
1.08	Risk Management								\$ -	\$ -
1.09	Safety Management								\$ -	\$ -
1.10	Site Management and Environmental Controls								\$ -	\$ -
1.11	Regulatory Requirements									
1.12	Procurement Strategy Plan									
1	Totals for Preconstruction Basic Services	\$ -	\$ -	-	-	-	-	-	\$ -	\$ -
Additional Services										
2.01	Diverse Business Program Implementation								\$ -	\$ -
2.02	Value Engineering Studies								\$ -	\$ -
2.03	Start Up and Commissioning Program								\$ -	\$ -
2.04	Additional Inspections and Quality Management								\$ -	\$ -
2.05	Additional Copies of Documents								\$ -	\$ -
2	Totals for Preconstruction Additional Services	\$ -	\$ -	-	-	-	-	-	\$ -	\$ -
3	Totals for Preconstruction Services	\$ -	\$ -	-	-	-	-	-	\$ -	\$ -

a	b	c	d	e	f	g	h	i	j	k
Task No.	Description	Task Amount	Amount Earned Previous Pay App	[Provider A] [Classification] \$ -	[Provider B] [Classification] \$ -	[Provider C] [Classification] \$ -	[Provider D] [Classification] \$ -	[Provider E] [Classification] \$ -	Amount Earned this Pay Period	Amount Earned to Date
Procurement Services										
Basic Services										
3.01	Project Management								\$ -	\$ -
3.02	Assemble Work Packages								\$ -	\$ -
3.03	Advertise for Bids								\$ -	\$ -
3.04	Pre-Bid Conferences								\$ -	\$ -
3.05	Addenda								\$ -	\$ -
3.06	Opening Bids								\$ -	\$ -
4	Totals for Procurement Basic Services	\$ -	\$ -	-	-	-	-	-	\$ -	\$ -
Additional Services										
4.01	Diverse Business Program Implementation								\$ -	\$ -
4.02	Prequalification of Bidders								\$ -	\$ -
4.03	Additional Work Packages								\$ -	\$ -
4.04	Regulatory Agencies								\$ -	\$ -
4.05	Additional Copies of Documents								\$ -	\$ -
5	Totals for Procurement Additional Services	\$ -	\$ -	-	-	-	-	-	\$ -	\$ -
6	Totals for Procurement Services	\$ -	\$ -	-	-	-	-	-	\$ -	\$ -
Special Services										
5.01	[Special Services, See Agreement Exhibit A]								\$ -	\$ -
5.02	[Special Services, See Agreement Exhibit A]								\$ -	\$ -
5.03	[Special Services, See Agreement Exhibit A]								\$ -	\$ -
5.04	[Special Services, See Agreement Exhibit A]								\$ -	\$ -
5.05	[Special Services, See Agreement Exhibit A]								\$ -	\$ -
7	Totals for Special Services	\$ -	\$ -	-	-	-	-	-	\$ -	\$ -
8	Total CMAR Service	\$ -	\$ -	-	-	-	-	-	\$ -	\$ -

Application for Payment

Construction Support Cost

Owner: _____										Project Number _____	
CMAR _____										_____	
Owner's Advisor: _____										_____	
Engineer: _____										_____	
Project: _____										_____	
Contract: _____										_____	
Application No.: _____ Application Date: _____ Application Period from: _____ to _____											

a	b	c	d	e	f	g	h	i	j	k	l
Item No.	Description	Contract Information				Work Completed		Work Completed and Stored Materials			
		Quantity	Units	Unit Price	Item Amount	Completed to Date	Amount Completed to Date	Current Stored Materials	Work Completed and Stored Materials to Date	Item % Complete	Amount Remaining to Complete
					(c x e)	Units or % as Decimal	(e x g) Units or (f x g) Lump Sum	SUMIF from Stored Materials	(h + i)	(j / f)	(f - j)

Construction Support Cost (CSC)											
Base Construction Support Cost											
	CSC-B-01	Mobilization Costs				\$ -		\$ -	\$ -	\$ -	\$ -
	CSC-B -02	Fixed Construction Support Costs				\$ -		\$ -	\$ -	\$ -	\$ -
	CSC-B -03	Time Dependent Construction Support Costs				\$ -		\$ -	\$ -	\$ -	\$ -
1	Total Base Construction Support Cost					\$ -		\$ -	\$ -	\$ -	\$ -
Construction Support Cost Contract Modifications (CM)											
	CSC-CM-01					\$ -		\$ -	\$ -	\$ -	\$ -
	CSC-CM-02					\$ -		\$ -	\$ -	\$ -	\$ -
	CSC-CM-03					\$ -		\$ -	\$ -	\$ -	\$ -
2	Totals Construction Support Cost Contract Modifications					\$ -		\$ -	\$ -	\$ -	\$ -
Construction Support Approved Owner's Contingency (OC) Expenditures											
	CSC-OC-01					\$ -		\$ -	\$ -	\$ -	\$ -
	CSC-OC-02					\$ -		\$ -	\$ -	\$ -	\$ -
	CSC-OC-03					\$ -		\$ -	\$ -	\$ -	\$ -
3	Totals Construction Support Cost Approved Owner's Contingency Expenditures					\$ -		\$ -	\$ -	\$ -	\$ -
4	Total Construction Support Cost					\$ -		\$ -	\$ -	\$ -	\$ -

Application for Payment

Work Authorization Summary

Owner: _____			Project Number
CMAR _____			
Owner's Advisor: _____			
Engineer: _____			
Project: _____			
Contract: _____			
Application No.: _____ Application Date: _____ Application Period from: _____ to _____			

a	b	c	d	e	f	g	h	i	j
Work Authorization No.	Description	Original WA Amount	Adjustments (CO and Contingency Expenditures)	Current WA Amount (c + d)	Amount for Work Completed to Date	Current Stored Materials	Work Completed and Stored Materials to Date (f + g)	WA % Complete (h / e)	Amount Remaining to Complete (e - h)
WA-01				\$ -			\$ -		\$ -
WA-02				\$ -			\$ -		\$ -
WA-03				\$ -			\$ -		\$ -
WA-04				\$ -			\$ -		\$ -
WA-05				\$ -			\$ -		\$ -
WA-06				\$ -			\$ -		\$ -
WA-07				\$ -			\$ -		\$ -
WA-08				\$ -			\$ -		\$ -
WA-09				\$ -			\$ -		\$ -
WA-10				\$ -			\$ -		\$ -
1	Work Authorization Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Application for Payment

Work Authorization - Lump Sum

Owner: _____	Project Number
CMAR: _____	
Owner's Advisor: _____	
Engineer: _____	
Project: _____	
Contract: _____	
Work Authorization: _____	Work Authorization No.: _____

Application No.: _____	Application Date: _____	Application Period from: _____	to _____

a	b	c	d	e	f	g	h	i
Item No.	Description	Item Amount	Work Completed to Date (% Complete)	Amount for Work Completed to Date (c x d)	Current Stored Materials SUMIF from Stored Materials	Work Completed and Materials Stored to Date (e + f)	Item % Complete (g / c)	Amount Remaining to Complete (c - g)

Base Work (B)

WA[XX]-B-01				\$ -	\$ -	\$ -		\$ -
WA[XX]-B-02				\$ -	\$ -	\$ -		\$ -
WA[XX]-B-03				\$ -	\$ -	\$ -		\$ -
1 Total Base Work		\$ -		\$ -	\$ -	\$ -		\$ -

Change Orders (CO)

WA[XX]-CO-01				\$ -	\$ -	\$ -		\$ -
WA[XX]-CO-02				\$ -	\$ -	\$ -		\$ -
WA[XX]-CO-03				\$ -	\$ -	\$ -		\$ -
2 Total Change Orders		\$ -		\$ -	\$ -	\$ -		\$ -

Approved CMAR Contingency (CC) Allowance Expenditures

Dewatering								
WA[XX]-CC-01				\$ -	\$ -	\$ -		\$ -
WA[XX]-CC-02				\$ -	\$ -	\$ -		\$ -
WA[XX]-CC-03				\$ -	\$ -	\$ -		\$ -
3 Total CMAR Contingency Allowance Expenditures		\$ -		\$ -	\$ -	\$ -		\$ -

Approved Owner's Contingency (OC) Allowance Expenditures

WA[XX]-OC-01				\$ -	\$ -	\$ -		\$ -
WA[XX]-OC-02				\$ -	\$ -	\$ -		\$ -
WA[XX]-OC-03				\$ -	\$ -	\$ -		\$ -
4 Total Approved Owner's Contingency Allowance Expenditures		\$ -		\$ -	\$ -	\$ -		\$ -

5 Total Work Authorization Adjustments

	\$ -							

6 Work Authorization Totals

	\$ -			\$ -	\$ -	\$ -		\$ -

Application for Payment

Work Authorization - Unit Price

Owner: _____											Project Number
CMAR: _____											
Owner's Advisor: _____											
Engineer: _____											
Project: _____											
Contract: _____											
Work Authorization: _____											Work Authorization No.: _____
Application No.: _____		Application Date: _____		Application Period from: _____		to _____					

a	b	c	d	e	f	g	h	i	j	k	l
Item No.	Description	Quantity	Units	Unit Price	Item Amount (c x e)	Units of Work Completed to Date	Amount for Work Completed to Date (e X g)	Current Stored Materials SUMIF from Stored Materials	Work Completed and Stored Materials to Date (h + i)	Item % Complete (j / f)	Amount Remaining to Complete (f - j)
Base Work (B)											
WA[XX]-B-01					\$ -		\$ -	\$ -	\$ -		\$ -
WA[XX]-B-02					\$ -		\$ -	\$ -	\$ -		\$ -
WA[XX]-B-03					\$ -		\$ -	\$ -	\$ -		\$ -
1	Total Base Work				\$ -		\$ -	\$ -	\$ -		\$ -
Change Orders (CO)											
WA[XX]-CO-01					\$ -		\$ -	\$ -	\$ -		\$ -
WA[XX]-CO-02					\$ -		\$ -	\$ -	\$ -		\$ -
WA[XX]-CO-03					\$ -		\$ -	\$ -	\$ -		\$ -
2	Total Change Orders				\$ -		\$ -	\$ -	\$ -		\$ -
Approved CMAR Contingency (CC) Allowance Expenditures											
Split Rail Fence					\$ -		\$ -	\$ -	\$ -		\$ -
Landscape Rock					\$ -		\$ -	\$ -	\$ -		\$ -
Tree Removal					\$ -		\$ -	\$ -	\$ -		\$ -
Tree Planting					\$ -		\$ -	\$ -	\$ -		\$ -
WA[XX]-CC-01					\$ -		\$ -	\$ -	\$ -		\$ -
WA[XX]-CC-02					\$ -		\$ -	\$ -	\$ -		\$ -
WA[XX]-CC-03					\$ -		\$ -	\$ -	\$ -		\$ -
3	Total Approved CMAR Contingency Allowance Expenditures				\$ -		\$ -	\$ -	\$ -		\$ -
Approved Owner's Contingency (OC) Allowance Expenditures											
WA[XX]-OC-01					\$ -		\$ -	\$ -	\$ -		\$ -
WA[XX]-OC-02					\$ -		\$ -	\$ -	\$ -		\$ -
WA[XX]-OC-03					\$ -		\$ -	\$ -	\$ -		\$ -
4	Total Approved Owner's Contingence Allowance Expenditures				\$ -		\$ -	\$ -	\$ -		\$ -
5	Total Work Authorization Adjustments				\$ -						
6	Work Authorization Totals				\$ -		\$ -	\$ -	\$ -		\$ -

Application for Payment

Work Authorization - Procurement

Owner: _____										Project Number _____	
CMAR _____										_____	
Owner's Advisor: _____										_____	
Engineer: _____										_____	
Project: _____										_____	
Contract: _____										_____	
Work Authorization: _____										Work Authorization No.: _____	

Application No.: _____	Application Date: _____	Application Period from: _____	to _____

a	b	c	d	e	f	g	h	i	j	k	l	m
Item No.	Description	No. of Units	Unit Price	Item Amount	% of Item Amount	Amount per Unit	Unit 01	Unit 02	Unit 03	Unit 04	Unit 05	Amount Earned to Date

Base Contract (B)

Goods and Special Services Paid at Specified Payment Milestones

WA[XX]-B-01	[Equipment / Material Package]			\$ -	0.0%	\$ -						
WA[XX]-B-01.01	[Payment Milestone 1]					\$ -					\$ -	
WA[XX]-B-01.02	[Payment Milestone 2]				\$ -				\$ -			
WA[XX]-B-01.03	[Payment Milestone 3]				\$ -			\$ -				
WA[XX]-B-01.04	[Payment Milestone 4]				\$ -			\$ -				
WA[XX]-B-01.05	[Payment Milestone 5]				\$ -			\$ -				
WA[XX]-B-01.06	[Payment Milestone 6]				\$ -			\$ -				
WA[XX]-B-01.07	[Payment Milestone 7]				\$ -			\$ -				
1	Total Amount for Goods and Special Services Paid at Specific Payment Milestones			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Other Base Contract Items

WA[XX]-B-02	Extended Warranty per Contract			\$ -								\$ -
WA[XX]-B-03	Travel Allowance for Factory Testing			\$ -								\$ -
WA[XX]-B-03				\$ -								\$ -
WA[XX]-B-03				\$ -								\$ -
WA[XX]-B-03				\$ -								\$ -
WA[XX]-B-03				\$ -								\$ -
2	Total Base Work			\$ -								\$ -

Change Orders (CO)

WA[XX]-CO-01				\$ -								\$ -
WA[XX]-CO-02				\$ -								\$ -
WA[XX]-CO-03				\$ -								\$ -
3	Total Change Orders			\$ -								\$ -

Approved CMAR Contingency (CC) Allowance Expenditures

WA[XX]-CC-01				\$ -								\$ -
WA[XX]-CC-02				\$ -								\$ -
WA[XX]-CC-03				\$ -								\$ -
4	Total Approved CMAR Contingency (CC) Allowance Expenditures			\$ -								\$ -

Approved Owner's Contingency (OC) Allowance Expenditures

WA[XX]-OC-01				\$ -								\$ -
WA[XX]-OC-02				\$ -								\$ -
WA[XX]-OC-03				\$ -								\$ -
5	Total Approved Owner's Contingency (OC) Allowance Expenditures			\$ -								\$ -

Total Work Authorization Adjustments

6	Total Work Authorization Adjustments			\$ -								\$ -

Work Authorization Totals

7	Work Authorization Totals			\$ -								\$ -

Application for Payment

Stored Materials

Owner: _____		Project Number	
CMAR: _____		_____	
Owner's Advisor: _____		_____	
Engineer: _____		_____	
Project: _____		_____	
Contract: _____		_____	
Application No.: _____ Application Date: _____ Application Period from: _____ to _____			

a	b	c	d	e	f	g	h	i	j	k	l	m	n
Construction Support Cost / Work Authorization Item No	Supplier Invoice No.	Specification Section No.	Submittal No.	Description of Equipment or Materials Stored	Storage Location	Application No. When Products Entered into Inventory	Stored Materials		Incorporated in Work			Materials Remaining in Storage	
							Previous Amount Stored	Amount Stored this Period	Amount Stored to Date	Amount Previously Incorporated in the Work	Amount Incorporated in the Work this Period		Total Amount Incorporated in the Work
									\$ -			\$ -	\$ -
									\$ -			\$ -	\$ -
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Application for Payment

Retainage

Owner: _____ CMAR: _____ Owner's Advisor: _____ Engineer: _____ Project: _____ Contract: _____	Project Number _____ _____ _____ _____
Application No.: _____ Application Date: _____ Application Period from: _____ to _____	

Retainage for Construction Support Costs											
Retainage based on percentage of Construction Support Cost											
1	[% Retainage]	x	2	\$	-	Amount of Work Completed	=	3			
4	[% Retainage]	x	5	\$	-	Amount of Stored Materials	=	6			
Total retainage based on % of Work Completed and Stored Materials							=	7			
Retainage at a stipulated amount of							8		Retainage Amount	9	

Work Authorization No. 1 - [Description]											
Retainage based on percentage of Work and Stored Materials											
10	[% Retainage]	x	11	\$	-	Amount of Work Completed	=	12			
13	[% Retainage]	x	14	\$	-	Amount of Stored Materials	=	15			
Total retainage based on % of Work and Stored Materials							=	16			
Retainage at a stipulated amount of							17		Retainage Amount	18	

Work Authorization No. 2 - [Description]											
Retainage based on percentage of Work and Stored Materials											
10	[% Retainage]	x	11	\$	-	Amount of Work Completed	=	12			
13	[% Retainage]	x	14	\$	-	Amount of Stored Materials	=	15			
Total retainage based on % of Work and Stored Materials							=	16			
Retainage at a stipulated amount of							17		Retainage Amount	18	

Work Authorization No. 3 - [Description]											
Retainage based on percentage of Work and Stored Materials											
10	[% Retainage]	x	11	\$	-	Amount of Work Completed	=	12			
13	[% Retainage]	x	14	\$	-	Amount of Stored Materials	=	15			
Total retainage based on % of Work and Stored Materials							=	16			
Retainage at a stipulated amount of							17		Retainage Amount	18	

Work Authorization No. 4 - [Description]											
Retainage based on percentage of Work and Stored Materials											
10	[% Retainage]	x	11	\$	-	Amount of Work Completed	=	12			
13	[% Retainage]	x	14	\$	-	Amount of Stored Materials	=	15			
Total retainage based on % of Work and Stored Materials							=	16			
Retainage at a stipulated amount of							17		Retainage Amount	18	

Work Authorization No. 5 - [Description]											
Retainage based on percentage of Work and Stored Materials											
10	[% Retainage]	x	11	\$	-	Amount of Work Completed	=	12			
13	[% Retainage]	x	14	\$	-	Amount of Stored Materials	=	15			
Total retainage based on % of Work and Stored Materials							=	16			
Retainage at a stipulated amount of							17		Retainage Amount	18	

Work Authorization No. 6 - [Description]

Retainage based on percentage of Work and Stored Materials

10 [% Retainage] x **11** \$ - Amount of Work Completed = **12****13** [% Retainage] x **14** \$ - Amount of Stored Materials = **15**Total retainage based on % of Work and Stored Materials = **16**Retainage at a stipulated amount of **17** Retainage Amount **18****Work Authorization No. 7 - [Description]**

Retainage based on percentage of Work and Stored Materials

10 [% Retainage] x **11** \$ - Amount of Work Completed = **12****13** [% Retainage] x **14** \$ - Amount of Stored Materials = **15**Total retainage based on % of Work and Stored Materials = **16**Retainage at a stipulated amount of **17** Retainage Amount **18****Work Authorization No. 8 - [Description]**

Retainage based on percentage of Work and Stored Materials

10 [% Retainage] x **11** \$ - Amount of Work Completed = **12****13** [% Retainage] x **14** \$ - Amount of Stored Materials = **15**Total retainage based on % of Work and Stored Materials = **16**Retainage at a stipulated amount of **17** Retainage Amount **18****Work Authorization No. 9 - [Description]**

Retainage based on percentage of Work and Stored Materials

10 [% Retainage] x **11** \$ - Amount of Work Completed = **12****13** [% Retainage] x **14** \$ - Amount of Stored Materials = **15**Total retainage based on % of Work and Stored Materials = **16**Retainage at a stipulated amount of **17** Retainage Amount **18****Work Authorization No. 10 - [Description]**

Retainage based on percentage of Work and Stored Materials

10 [% Retainage] x **11** \$ - Amount of Work Completed = **12****13** [% Retainage] x **14** \$ - Amount of Stored Materials = **15**Total retainage based on % of Work and Stored Materials = **16**Retainage at a stipulated amount of **17** Retainage Amount **18****Total Retainage****19** \$ -

Application for Payment

Set-offs

		Project Number
Owner:		
CMAR:		
Owner's Advisor:		
Engineer:		
Project:		
Contract:		
Application No.: _____ Application Date: _____ Application Period from: _____ to _____		

a	b	c	d
Set-off Item No.	Description and Purpose of Set-off	Set-off Application No.	Set-off Amount
1	Total Set-offs this Application for Payment		\$ -
2	Total Net Set-offs		\$ -

Application for Payment

CMAR Contingency

		Project Number
Owner:	_____	_____
CMAR	_____	_____
Owner's Advisor:	_____	_____
Engineer:	_____	_____
Project:	_____	_____
Contract:	_____	_____

Application No.: _____	Application Date: _____
Application Period from: _____	to _____

a	b	c	d	e
Work Authorization / Item No.	Contingency Authorization Number	Description and Purpose of Contingency Adjustment	Adjustment Amount	Current CMAR Contingency Amount
1	Original CMAR Contingency Allowance			
2	Total Net Adjustments to CMAR Contingency to Date		\$ -	
3	Current CMAR Contingency			\$ -

Application for Payment

Owner's Contingency

Owner: _____ CMAR: _____ Owner's Advisor: _____ Engineer: _____ Project: _____ Contract: _____	Project Number _____ _____ _____ _____
Application No.: _____ Application Date: _____ Application Period from: _____ to _____	

a	b	c	d	e
Work Authorization / Item No.	Contingency Authorization Number	Description and Purpose of Contingency Adjustment	Adjustment Amount	Current Owner Contingency Amount
1	Original Owner's Contingency Allowance			
2	Total Net Adjustments to Owner's Contingency to Date		\$ -	
3	Current Owner's Contingency			\$ -

Application for Payment

Budget

Owner: _____								Project Number	
CMAR: _____								_____	
Owner's Advisor: _____								_____	
Engineer: _____								_____	
Project: _____								_____	
Contract: _____								_____	
Application No.: _____		Application Date: _____		Application Period from: _____		to _____			
a	b	c	d	e	f	g	h	i	j
Item	Description	Budget			Cost			Variances	
		Original Budget	Budget Adjustment	Current Budget (c + d)	Current Cost	Projected Changes in Cost	Projected Final Cost (f + g)	Variance with Original Budget (c - h)	Variance with Current Budget (e - h)
CMAR Services									
	Preconstruction Services			\$ -			\$ -	\$ -	\$ -
	Procurement Services			\$ -			\$ -	\$ -	\$ -
	Special CMAR Services			\$ -			\$ -	\$ -	\$ -
Totals for CMAR Services		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Cost									
Construction Support Cost									
	Mobilization Costs			\$ -			\$ -	\$ -	\$ -
	Fixed Construction Support Cost			\$ -			\$ -	\$ -	\$ -
	Time Dependent Construction Support Cost			\$ -			\$ -	\$ -	\$ -
Total Construction Support Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cost of the Work									
				\$ -			\$ -	\$ -	\$ -
				\$ -			\$ -	\$ -	\$ -
				\$ -			\$ -	\$ -	\$ -
				\$ -			\$ -	\$ -	\$ -
				\$ -			\$ -	\$ -	\$ -
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				\$ -			\$ -	\$ -	\$ -
				\$ -			\$ -	\$ -	\$ -
				\$ -			\$ -	\$ -	\$ -
				\$ -			\$ -	\$ -	\$ -
Total Cost of the Work		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CMAR Fee				\$ -			\$ -	\$ -	\$ -
CMAR Contingency				\$ -			\$ -	\$ -	\$ -
Guaranteed Maximum Price		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Owner's Contingency				\$ -			\$ -	\$ -	\$ -
Budget Totals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Application for Payment

Cost of the Work Summary

	Project Number
Owner: _____	_____
CMAR: _____	_____
Subcontractor: _____	_____
Owner's Advisor: _____	_____
Engineer: _____	_____
Project: _____	_____
Contract: _____	_____
Work Authorization: _____	Work Authorization No.: _____
Application No.: _____ Application Date: _____ Application Period from: _____ to _____	

Cost Summary		
Payroll cost per Agreement Paragraph 6.02.A.	1	\$ -
Incorporated Equipment and Materials Cost per Agreement Paragraph 6.02.B.	2	\$ -
Consumable Equipment and Materials Cost per Agreement Paragraph 6.02.C.	3	\$ -
Subcontractor Cost per Agreement Paragraph 6.02.D.	4	\$ -
Construction Equipment Cost per Agreement Paragraph 6.02.E.	5	\$ -
Supplemental Cost per Agreement Paragraph 6.02.F.	6	\$ -
Total for Cost of the Work to Date	7	\$ -

The undersigned certifies that all Work, including materials, covered by this Cost of Work Summary have been completed or delivered in accordance with the Contract Documents and payment is due.

Submitted by: _____

Signature: _____ **Date:** _____

Cost of the Work

Payroll Cost

										Project Number
Owner:										
CMAR:										
Subcontractor:										
Owner's Advisor:										
Engineer:										
Project:										
Contract:										
Work Authorization:										Work Authorization No.:
Application No.: Application Date:										
Application Period from: to										

a	b	c	d	e	f	g	h	i	j	k		
Item No.	Employee Number	Employee Name	Job Description	Payroll Period Ending	Regular Hours	Overtime Hours	Total Hours (f + g)	Regular Salary Rate	Overtime Salary Rate	Labor Cost (f x i) + (g x j)		
										\$ -		
										\$ -		
										\$ -		
										\$ -		
										\$ -		
										\$ -		
										\$ -		
										\$ -		
				Total Payroll Hours			1	-	Total Payroll Cost		2	\$ -
				Fee for Payroll Cost with markup factor of			3				4	\$ -
				Payroll Cost with Fee this Application Period						5	\$ -	
				Previous Payroll Cost with Fee						6		
				Total Payroll Cost with Fee to Date						7	\$ -	

Incorporated Equipment and Materials Cost

[illegible]

Consumable Equipment and Materials Cost

[illegible]

Cost of the Work	Subcontractor Cost
1. Labor	
2. Materials	
3. Equipment	
4. Overhead	
5. Profit	
6. Contingency	
7. Insurance	
8. Bonding	
9. Other	
Total	

Cost of the Work	Subcontractor Cost
1. Labor	
2. Materials	
3. Equipment	
4. Overhead	
5. Profit	
6. Contingency	
7. Insurance	
8. Bonding	
9. Other	
Total	Total

		Project Number
Owner:		
CMAR:		
Subcontractor:		
Owner's Advisor:		
Engineer:		
Project:		
Contract:		
Work Authorization:	Work Authorization No.:	

Application No.: _____ Application Date: _____
Application Period from: _____ to _____

a	b	c	d	e	f
Item No.	Subcontractor Name	Invoice Date	Invoice Number	Description of Work Provided	Subcontract Cost this Application
			Total Amount for Subcontractor Cost		1 \$ -
			Fee for Subcontractor Cost with markup factor of	2	3 \$ -
			Subcontractor Cost with Fee this Application Period		4 \$ -
			Previous Subcontractor Cost with Fee		5
			Total Subcontractor Cost with Fee to Date		6 \$ -

Cost of the Work

Construction Equipment Cost

	Project Number
Owner: _____	_____
CMAR: _____	_____
Subcontractor: _____	_____
Owner's Advisor: _____	_____
Engineer: _____	_____
Project: _____	_____
Contract: _____	_____
Work Authorization: _____	Work Authorization No.: _____

Application No.: _____	Application Date: _____
Application Period from: _____ to _____	

a	b	c	d	e	f	g	h
Item No.	Equipment Identification Number	Description of Equipment	Time Used this Period	Units	Ownership / Rental Cost per Unit	Fuel and Maintenance Costs per Unit	Equipment Costs this Period $d \times (f + g)$

Owned Equipment and Equipment Rented from Independent Vendors							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Total Amount for Owned and Rented Construction Equipment						1	\$ -
Fee for Construction Equipment Cost with markup factor of						2	\$ -
Owner and Rented Construction Equipment with Fee						4	\$ -

Equipment Rented from Affiliated Company							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Total Amount for Construction Equipment Rented/Leased from Affiliated Company						5	\$ -
Total Amount for All Construction Equipment with Fee this Application Period						6	\$ -
Previous Total Amount for All Construction Equipment with Fee						7	\$ -
Total Amount for All Construction Equipment with Fee to Date						8	\$ -

Supplemental Cost

		Project Number
Owner:		
CMAR:		
Subcontractor:		
Owner's Advisor:		
Engineer:		
Project:		
Contract:		
Work Authorization:		Work Authorization No.:
Application No.:	Application Date:	
Application Period from:	to	

[illegible]

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CERTIFICATE OF SUBSTANTIAL COMPLETION OF THE WORK

		Project No.
Owner:	Town of Frisco	
Owner's Advisor:	Plummer Associates, Inc.	4131-002-09
Engineer:	Plummer Associates, Inc.	4131-002-09
Construction Manager at Risk:		
Project:	Well 7 PFAS Mitigation Improvements	
Contract Name:		
Contract Amendment:		
Date Issued:		Date of Substantial Completion:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion of the Work applies to:

☐ All Work ☐ All Work for Work Authorization No. **[Work Authorization No.]** ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion of the Work is issued].

Date of Substantial Completion of the Work: **[Enter date, as determined by Owner's Advisor]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Construction Manager at Risk, Owner's Advisor, and Engineer, and found by Owner's Advisor, in consultation with Engineer, to be substantially complete. The Date of Substantial Completion of the Work, the Work authorized under the specific Work Authorization, or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion of the Work. Subject to the provisions of the Contract, the date of Substantial Completion of the Work in the final Certificate of Substantial Completion of the Work marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Construction Manager at Risk to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Construction Manager at Risk; see Paragraph 15.04.D of the General Conditions.

The responsibilities between Owner and Construction Manager at Risk for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Construction Manager at Risk's Responsibilities: ☐ None ☐ As follows:

[List amendments to Construction Manager at Risk's Responsibilities]

PLUMMER ASSOCIATES, INC.
4131-002-09

EJCDC® CMAR-625, Certificate of Substantial Completion of the Work—
Construction Manager at Risk Series.

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Page 1 of 2

CONSTRUCTION SET
MARCH 2026

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Construction Manager at Risk's obligation to complete the Work in accordance with the Contract Documents.

	Approved by Engineer	Issued by Owner's Advisor
By (signature):	_____	_____
Name (printed):	_____	_____
Title:	_____	_____

NOTICE OF THE ACCEPTABILITY OF THE WORK

		Project No.
Owner:	Town of Frisco	
Owner's Advisor:	Plummer Associates, Inc.	4131-002-09
Engineer:	Plummer Associates, Inc.	4131-002-09
Construction Manager at Risk:		
Project:	Well 7 PFAS Mitigation Improvements	
Contract Name (Contract):		
Notice Date:	Effective Date of the Contract:	

In support of its recommendation of payment of the Construction Manager at Risk's final Application for Payment, the Owner's Advisor hereby gives notice to the Owner and Construction Manager at Risk, with Engineer's express approval, that the Work furnished and performed by Construction Manager at Risk under the Contract is acceptable, expressly subject to the provisions of the Contract Documents, and of the Agreement between Owner and Owner's Advisor dated **[date of such agreement]** (Owner-Owner's Advisor Agreement) and the Agreement between Owner and Engineer for Professional Services dated **[date of such professional services agreement]** (Owner-Engineer Agreement). This Notice of the Acceptability of the Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. Owner's Advisor has prepared and issued this Notice with the skill and care ordinarily used by members of Owner's Advisor's profession practicing under similar conditions at the same time and in the same locality.
2. Engineer's express approval of this Notice has been granted with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
3. This Notice reflects and is an expression of the professional opinions of Owner's Advisor and Engineer.
4. This Notice has been prepared to the best of Owner's Advisor's and Engineer's knowledge, information, and belief as of the Notice Date.
5. This Notice is based entirely on and expressly limited by the scope of services that Owner's Advisor and Engineer have been employed by Owner to perform or furnish during construction of the Work, including observation of the Construction Manager at Risk's Work, under the Owner-Owner's Advisor Agreement and the Owner-Engineer Agreement, and applies only to facts that are within Owner's Advisor's or Engineer's respective knowledge, or could reasonably have been ascertained by Owner's Advisor or Engineer, respectively, as a result of carrying out the responsibilities specifically assigned to Owner's Advisor or Engineer under such Owner-Owner's Advisor Agreement or Owner-Engineer Agreement.
6. This Notice is not a guarantee or warranty of Construction Manager at Risk's performance under the Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Construction Manager at Risk to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

7. This Notice does not relieve Construction Manager at Risk of any surviving obligations under the Contract and is subject to Owner's reservations of rights with respect to completion and final payment.

	Approved by Engineer	Issued by Owner's Advisor
By (signature):	_____	_____
Name (printed):	_____	_____
Title:	_____	_____

GUIDELINES FOR USE OF EJCDC® CMAR-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract (2023), is the foundation document for the EJCDC Construction Manager at Risk Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Construction Manager at Risk (CMAR) and establish how the Contract is to be administered.

The Contract between Owner and CMAR is fundamentally a construction contract; however, in addition to its construction obligations the CMAR also is responsible for providing specified Preconstruction Services, for example, providing information regarding constructability to the Engineer during the design phase and Procurement Services which include identifying qualified Subcontractors, and bringing them under contract. These CMAR Services are described and addressed in the Agreement between Owner and Construction Manager, CMAR-525. The General Conditions contain many construction-specific provisions (for example, the differing site conditions clauses) but also contain general clauses that are applicable to the CMAR Services as well as to construction (for example, the indemnification clause).

CMAR-700 is based on and organized in the same manner as EJCDC C-700, Standard General Conditions of the Construction Contract (2018). Users familiar with C-700 will find that the substance, wording, and risk allocations of that document are carried over into CMAR-700 whenever appropriate. The distinctions between the two documents most often involve procedural matters, such as the payment application process in Article 15 (for example, in C-700, applications for payment are submitted to the Engineer; in CMAR-700, such applications are submitted to the Owner's Advisor).

2.0 EDITING THIS DOCUMENT

Although it is permissible to revise the Standard EJCDC Text of CMAR-700 (the content beginning at Page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of CMAR-700 intact and unaltered, with modifications and supplementation of CMAR-700's provisions set forth in EJCDC® CMAR-800, Supplementary Conditions of the Construction Contract – Construction Manager at Risk Series (2023). If the Standard Text itself is revised, the user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard EJCDC Text" for CMAR-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for CMAR-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of CMAR-700 purports to be or appears to be an EJCDC document, the user must

plainly show all changes to the Standard EJCDC Text, using “Track Changes” (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.

3. If CMAR-700 has been revised or altered and is subsequently presented to third parties, such as potential bidders, grant agencies, lenders, or sureties, as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized and, if applicable, executed by the contracting parties, it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION MANAGER AT RISK CONTRACT**

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Proposal Documents or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and Paragraphs, and the titles of other documents or forms.
1. Addenda—Written or graphic instruments issued prior to the receipt of Proposals by the Owner which clarify, correct, or change the Proposal Documents or the proposed Contract Documents.
 2. Agreement—The written instrument, including its attached exhibits, executed by Owner and Construction Manager at Risk, that sets forth the Contract Price and Contract Times, identifies the Owner, Construction Manager at Risk, Owner's Advisor, and Engineer, and designates the specific items that are Contract Documents.
 3. Application for Payment—The document prepared by Construction Manager at Risk, in a form acceptable to Owner's Advisor, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Change Order—A document which is signed by Construction Manager at Risk and Owner after the Effective Date of a governing Work Authorization and authorizes an addition, deletion, or revision in the authorized Work, an adjustment in the applicable incremental Guaranteed Maximum Price or Contract Times, or other revision to such Work Authorization.
 5. Change Proposal—A written request by Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Guaranteed Maximum Price or Contract Times; contesting a decision by Owner's Advisor, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 6. Claim
 - a. A demand or assertion by Owner directly to Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting a decision rendered by Owner's Advisor, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents, or regarding a Change Proposal; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Construction Manager at Risk directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Owner's Advisor's decision, made in consultation with Engineer, regarding a Change Proposal.
 - c. A demand or assertion by Owner or Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.3, concerning disputes arising after Owner's Advisor has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
7. CMAR Contingency Allowance—An allowance used to reimburse CMAR for costs due to unforeseen causes, unintentional errors, or events which cannot specifically be anticipated at the time Work Authorizations are issued, as set forth in the Agreement, Article 8.
 8. CMAR Fee—The component of the Guaranteed Maximum Price that supplements the CMAR's compensation for the Cost of the Work, consisting of either a fixed fee (a stipulated price or lump sum amount) or a percentage of the Cost of the Work, as set forth in the Agreement.
 9. CMAR Services—Those specific planning, organizational, and advisory services to be performed or furnished by CMAR, consisting collectively of Preconstruction Services, Procurement Services, and any other services authorized by Owner's Advisor and expressly identified in such authorization as CMAR Services. CMAR Services are not part of the Work.
 10. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 11. Construction Manager at Risk (CMAR)—The entity that has entered into the Contract with Owner. Under the Contract the CMAR will provide CMAR Services and construct the Work set out in the Drawings and Specifications, as duly authorized, using the Construction Manager at Risk project delivery method.
 12. Construction Period—The period from the commencement of Work on the first Work Authorization until Substantial Completion of the Work. This is the number of days for which Construction Support Costs will be compensated.
 13. Construction Support Costs—See Agreement, Article 5.
 14. Contract—The entire and integrated written agreement between Owner and Construction Manager at Risk concerning the CMAR Services and the Work.
 15. Contract Amendment—A document signed by Owner and Construction Manager at Risk which modifies the terms and conditions of the Contract, including but not limited to modifications of the time or compensation provisions of the Agreement and the scope of CMAR Services. A Contract Amendment is not used to make changes in the Work or

to a Work Authorization, such changes properly being made in a Change Order or supplemental Work Authorization.

16. **Contract Documents**—Those items so designated in the Agreement, and which together comprise the Contract.
17. **Contract Price**—The money that Owner has agreed to pay Construction Manager at Risk for performance and completion of the CMAR Services and the Work, in accordance with the Contract Documents. The Contract Price may be subdivided into component parts based on authorized CMAR Services and Work Authorizations. The Contract Price includes the CMAR's compensation for CMAR Services, Construction Support Costs, Cost of the Work, the CMAR Fee, CMAR Contingency Allowances, and the Owner's Contingency Allowance.
18. **Contract Times**—The number of days or the dates by which Construction Manager at Risk shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work and all required services. The Contract Times may be subdivided into component parts based on Work Authorizations and authorized CMAR Services.
19. **Contractor**—The term "Contractor," if used in the Contract, means Construction Manager at Risk.
20. **Cost of the Work**—The sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement. Cost of the Work as a defined term does not include Construction Support Costs.
21. **Drawings**—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Construction Manager at Risk.
22. **Effective Date of the Contract**—The date indicated in the Agreement, on which the Contract becomes effective.
23. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
24. **Electronic Means**—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
25. **Engineer**—The individual or entity that has primary responsibility for preparing or furnishing the Drawings and Specifications and is named as Engineer in the Agreement.
26. **Estimated Cost of the Work**—An estimate of the Cost of the Work prepared by the Owner for use (a) during the CMAR selection process in evaluating Proposals submitted in response to the Request for Proposals and (b) during the early stages of the Contract in calculating an Estimated Guaranteed Maximum Price until the design has progressed

to the point where Owner and CMAR can mutually agree upon a Guaranteed Maximum Price.

27. Estimated Guaranteed Maximum Price—A preliminary Guaranteed Maximum Price calculated on the basis of the Estimated Cost of the Work. This is a non-binding price used on an interim basis for comparison or estimation of Owner's Construction Budget until the design has progressed to the point that a Guaranteed Maximum Price for the Work is established, or a Guaranteed Maximum Price for a portion of the Work is established by issuance of a Work Authorization by the Owner's Advisor.
28. Field Order—A written order issued by Owner's Advisor which requires minor changes in the Work but does not change the Guaranteed Maximum Price or the Contract Times.
29. Final Completion—The point at which the Work is complete in accordance with the Contract Documents, items and documents required by the Contract Documents have been accepted by the Owner, all required services have been completed, and the Contract is ready for final payment.
30. Guaranteed Maximum Price (GMP)—The maximum amount to be paid by Owner to CMAR for the sum of the Construction Support Costs, plus Cost of the Work, plus the CMAR Fee, all as set forth in the Agreement.
31. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
32. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
33. Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
34. Milestone—A principal event in the performance of the Work that the Contract requires Construction Manager at Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
35. Notice of Award—The written notice by Owner stating that Owner will enter into the Construction Manager at Risk contract with the selected Construction Manager at Risk.
36. Owner—The entity with which Construction Manager at Risk has contracted regarding the CMAR Services and the Work, and which has agreed to pay Construction Manager

at Risk for the performance of the CMAR Services and the Work, pursuant to the terms of the Contract.

37. Owner's Advisor (OA)—The individual or entity named as Owner's Advisor in the Agreement. The Owner's Advisor provides services to the Owner, as an advisor and representative.
38. Owner's Construction Budget (Budget)—The amount budgeted by the Owner to pay CMAR to perform and complete the Work in accordance with the Contract Documents. This amount includes compensation for Cost of the Work, the CMAR Fee, and Construction Support Costs, but does not include compensation for CMAR Services.
39. Owner's Project Team (OPT)—As used in this Contract, refers to Owner, Owner's Advisor and Engineer, collectively.
40. Preconstruction Services—Those planning, management, and support services to be performed or furnished by CMAR as set forth in the Scope of CMAR Preconstruction Services Exhibit to the Agreement. Preconstruction Services are separate and distinct from Procurement Services, and from the performance of the Work itself, and are a component of CMAR Services.
41. Preconstruction Services Price—The total amount to be paid to CMAR for the Preconstruction Services described in the Scope of CMAR Preconstruction Services Exhibit to the Agreement.
42. Procurement Services—Those services relating to assembling Work Packages and procurement of construction Subcontractors, Suppliers, and materials and equipment, to be performed or furnished by CMAR as set forth in the procurement-related provisions of the Scope of CMAR Services Exhibit to the Agreement. Procurement Services are separate and distinct from Preconstruction Services, and from the performance of the Work itself, and are a component of CMAR Services.
43. Procurement Services Price—The total amount to be paid to CMAR for providing the Procurement Services described in the Scope of CMAR Procurement Services Exhibit to the Agreement.
44. Progress Schedule—A schedule, prepared and maintained by Construction Manager at Risk, describing the sequence and duration of the activities comprising Construction Manager at Risk's plan to accomplish the Work within the Contract Times.
45. Project—The total undertaking to be accomplished for Owner by construction managers, engineers, contractors, advisors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the CMAR Services and the Work to be performed under the Contract are a part.
46. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
47. Schedule of Submittals—A schedule, prepared and maintained by Construction Manager at Risk, of required Submittals and the time requirements for review of the Submittals.

48. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Construction Manager at Risk and submitted by Construction Manager at Risk to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
49. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Construction Manager at Risk.
50. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
51. Subcontractor—An individual or entity having a direct contract with Construction Manager at Risk or with any other Subcontractor for the performance of a part of the Work.
52. Submittal—A written or graphic document, prepared by or for Construction Manager at Risk, which the Contract Documents require Construction Manager at Risk to submit to Owner's Advisor, or that is indicated as a Submittal in the Schedule of Submittals accepted by Owner's Advisor. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner's Advisor or Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
53. Substantial Completion—The time at which the Work, or a specified part thereof, has progressed to the point where, the Work, or the specified part thereof, is sufficiently complete, in accordance with the Contract Documents, so that the Work, or the specified part thereof, can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
54. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.
55. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Construction Manager at Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Construction Manager at Risk or a Subcontractor.

56. Technical Data

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures, except Underground Facilities, or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Construction Manager at Risk.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated in the Drawings.
57. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
58. Unit Price Work—Work to be paid for based on unit prices.
59. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
60. Work Authorization—A document issued by Owner’s Advisor and signed by Owner and CMAR which identifies and defines new Work Packages and establishes the amount to be paid, times for completion, and any special or supplementary provisions applicable to the authorized Work.
61. Work Package—A specific portion of the Work developed by Engineer and Owner’s Advisor in collaboration with the CMAR and subsequently authorized by a Work Authorization.
62. Work Change Directive—A written directive issued by Owner’s Advisor to Construction Manager at Risk on or after the Effective Date of a governing Work Authorization, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Proposal Documents or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives—The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Owner’s Advisor or Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Owner’s Advisor or Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective is not intended to and will not be effective to assign to Owner’s Advisor or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. Day—The word “day” means a period of 24 hours measured from midnight to the next midnight.
- D. Defective—The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Owner’s Advisor’s recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.04 or Paragraph 15.05.
- E. Furnish, Install, Perform, Provide
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site, or some other specified location ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for their intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for their intended use.
 - 4. If the Contract Documents establish an obligation of CMAR with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then CMAR shall furnish and install said services, materials, or equipment complete and ready for their intended use.

- F. Contract Price or Contract Times—References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. Performance and Payment Bonds—When CMAR delivers the signed counterparts of a Work Authorization to Owner, CMAR shall also deliver to Owner the performance bond and payment bond, if the Contract requires CMAR to furnish such bonds, or confirm that existing performance and payment bonds have been supplemented to account for the additional authorized Work.
- B. Evidence of CMAR’s Insurance—When CMAR delivers the signed counterparts of the Agreement to Owner, CMAR shall also deliver to Owner, with copies to each additional insured, as identified in the Contract, the certificates, endorsements, and other evidence of insurance required to be provided by CMAR in accordance with Article 6, except to the extent the Supplementary Conditions or Agreement expressly establish other dates for delivery of specific insurance policies.
- C. Evidence of Owner’s Insurance—After receipt of the signed counterparts of the Agreement and all required insurance documentation, Owner shall promptly deliver to CMAR, with copies to each additional insured, as identified in the Contract, the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

- A. Owner shall furnish to CMAR four printed copies of the Contract, including one fully signed counterpart of the Agreement, and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to CMAR for review. Owner may delegate the responsibilities under this provision to Owner’s Advisor.

2.03 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Owner’s Advisor, Engineer, and CMAR may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Owner’s Advisor, and CMAR shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-

term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 Construction Management

- A. In addition to providing CMAR Services, during the course of the Contract, and especially during the performance of the Work, CMAR will:
 - 1. Organize and manage the resources required for construction of the Work, commissioning, and correction of defective Work after Substantial Completion of the Work.
 - 2. Administer, coordinate, monitor, and report on construction progress and associated activities.
 - 3. Assist the Owner's Advisor in collecting, disseminating, and storing documents and information.
 - 4. Manage the Work to meet Contract goals and objectives.
 - 5. Recommend action to the Owner related to the management of the Work.
 - 6. Develop schedule and cost control systems to monitor and report on the progress of the overall Contract.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project, or part thereof, to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents, including any printed copies derived from such electronic versions, and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Owner's Advisor, in consultation with Engineer, will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and CMAR, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner, Owner's Advisor, or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
2. any obligation on the part of Owner, Owner's Advisor, or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of receipt of Proposals, except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, CMAR, Owner's Advisor, or Engineer from those set forth in the Contract Documents. No such provision or instruction will be effective to assign to Owner, Owner's Advisor, or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. CMAR's Verification of Figures and Field Measurements—Before undertaking each part of the Work, CMAR shall carefully study the applicable Drawings and Specifications, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. CMAR shall promptly report in writing to Owner's Advisor any conflict, error, ambiguity, or discrepancy that CMAR discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Owner's Advisor, in consultation with Engineer, and, if appropriate, an amendment or supplement to the Contract is issued by Owner's Advisor pursuant to Paragraph 11.01.
2. CMAR's Review of Drawings and Specifications—If, while performing or providing CMAR Services, or during the performance of the Work, CMAR discovers any conflict, error, ambiguity, or discrepancy within the Drawings and Specifications, whether in draft or final form, or between such documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then CMAR shall promptly report it to Owner's Advisor in writing. CMAR shall not proceed with the Work affected thereby, except in an emergency as required by Paragraph 7.18, until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Owner's

Advisor, in consultation with Engineer, and, if appropriate, an amendment or supplement to the Contract is issued by Owner's Advisor pursuant to Paragraph 11.01.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Drawings and Specifications take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Drawings and Specifications and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier, whether or not specifically incorporated by reference as a Contract Document; or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work, unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation.

3.04 Interpretation of the Contract Documents

- A. During the performance of the Work and until final payment, CMAR and Owner shall submit to the Owner's Advisor in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation) or relating to the performance or acceptability of the Work under the Contract Documents, as soon as possible after such matters arise.
- B. Owner's Advisor will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, and if appropriate initiate a change to the Contract Documents. In determining its response, Owner's Advisor will consider CMAR's prior involvement and obligations with respect to reviewing and commenting on draft design documents during CMAR's provision of CMAR Services. Owner's Advisor's written clarification, interpretation, or decision (1) will be based, when applicable, on consultation with Engineer, and (2) will be final and binding on CMAR, unless CMAR appeals by submitting a Change Proposal, and on Owner, unless Owner appeals by filing a Claim.

3.05 Reuse of Documents

- A. CMAR and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents, or copies of any thereof, prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes CMAR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the Effective Date of the Contract, or as specified in Work Authorizations.

4.02 Starting the Work

- A. CMAR shall start to perform the Work promptly upon receipt of the first Work Authorization. No Work may be done at the Site prior to such authorization.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction. CMAR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. CMAR shall report to Owner's Advisor whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and CMAR shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. CMAR shall adhere to the Progress Schedule established as part of Preconstruction Services, as it may be adjusted from time to time as provided below.
 - 1. CMAR shall submit to Owner's Advisor for its information proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. CMAR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and CMAR may otherwise agree in writing.

4.05 Delays in CMAR's Progress

- A. If Owner, Owner's Advisor, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then CMAR shall be entitled to an equitable adjustment in Guaranteed Maximum Price or Contract Times.
- B. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price or Contract Times for delay, disruption, or interference caused by or within the control of CMAR. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier will be deemed to be within the control of CMAR.
- C. If CMAR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, CMAR, and those for which they are responsible, then CMAR shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be CMAR's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph. Causes of delay, disruption, or interference that

may give rise to an adjustment in Contract Times under this Paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities, other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8; and
 4. Acts of war or terrorism.
- D. CMAR's entitlement to an adjustment of Contract Times or Guaranteed Maximum Price is limited as follows:
1. CMAR's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CMAR. Such a concurrent delay by CMAR shall not preclude an adjustment of Contract Times to which CMAR is otherwise entitled.
 3. Adjustments of Contract Times or Guaranteed Maximum Price are subject to the provisions of Article 11.
- E. Each CMAR request or Change Proposal seeking an increase in Contract Times or Guaranteed Maximum Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed because of each such cause of delay, disruption, or interference; and
 5. The impact on Guaranteed Maximum Price, in accordance with the provisions of Paragraph 11.07.

CMAR shall also furnish such additional supporting documentation as Owner or Owner's Advisor may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with

reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify CMAR in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CMAR must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish CMAR with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. CMAR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas
 - 1. CMAR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that CMAR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. CMAR shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for CMAR's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the CMAR or those for which CMAR is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the CMAR or those for which CMAR is responsible, CMAR shall (a) take immediate corrective or remedial action as required by Paragraph 7.18, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against

all costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner's Advisor, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CMAR's performance of the Work, or because of other actions or conduct of the CMAR or those for which CMAR is responsible.

- B. Removal of Debris During Performance of the Work—During the progress of the Work the CMAR shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. Cleaning—Prior to Substantial Completion of the Work CMAR shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work CMAR shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading of Structures—CMAR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CMAR subject any part of the Work or adjacent structures or land to stresses or pressures that could damage said structures or decrease their durability.

5.03 Subsurface and Physical Conditions

- A. Reports and Drawings—The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data; and
 - 3. Technical Data described in such reports and drawings.
- B. Underground Facilities—Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. Reliance by CMAR on Technical Data—CMAR may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b.
- D. Limitations of Other Data and Documents—Except for such reliance on Technical Data, CMAR may not rely upon or make any claim against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to CMAR, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any CMAR interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- E. Confirmation of Site Conditions—As a part of Preconstruction Services CMAR will inform Owner if CMAR concludes that additional examination, investigation, exploration, testing, or study (Supplemental Investigations) of subsurface or physical conditions at the Site prior to commencement of construction would be advantageous, practical, and cost-effective, specifically identifying the nature and scope of any such recommended Supplemental Investigations. If Owner authorizes CMAR to conduct such Supplemental Investigations, through CMAR's own personnel or through a qualified consultant, or if Owner conducts such Supplemental Investigations, through Owner's Advisor, the Engineer, or a consultant, then CMAR will be entitled to rely on the results of the Supplemental Investigations, together with the Technical Data cited above, in planning and pricing construction at the Site.
- F. If Owner does not authorize any Supplemental Investigations of Site conditions, then CMAR will proceed with planning and pricing construction based on the Technical Data made available to it.
- G. CMAR will be bound by any additional knowledge regarding Site conditions that CMAR gains while providing Preconstruction services.

5.04 Differing Subsurface or Physical Conditions

- A. Notice by CMAR—If CMAR believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data or Supplemental Investigations results on which CMAR is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CMAR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner's Advisor in writing about such condition. CMAR shall not further disturb such condition or perform any Work in connection

therewith, except with respect to an emergency, until receipt of a written statement permitting CMAR to do so.

- B. Owner's Advisor's Review—After receipt of written notice as required by the preceding paragraph, Owner's Advisor, in consultation with Engineer, will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from CMAR; prepare recommendations to Owner regarding the CMAR's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Owner's Advisor's findings, conclusions, and recommendations.
- C. Owner's Statement to CMAR Regarding Site Condition—After receipt of Owner's response and instructions regarding Owner's Advisor's written findings, conclusions, and recommendations, Owner's Advisor will issue a written statement to CMAR regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Owner's Advisor's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.
- D. Early Resumption of Work—If at any time Owner's Advisor, in consultation with Engineer, determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Owner's Advisor's review or Owner's Advisor's issuance of its statement to CMAR, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Owner's Advisor may instruct CMAR to resume such Work.
- E. Possible Price and Times Adjustments
 - 1. CMAR shall be entitled to an equitable adjustment in Guaranteed Maximum Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02; and
 - c. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. CMAR shall not be entitled to any adjustment in the Guaranteed Maximum Price or Contract Times with respect to a subsurface or physical condition if:
 - a. CMAR knew of the existence of such condition at the time CMAR made a commitment to Owner with respect to Guaranteed Maximum Price and Contract Times through a Work Authorization;

- b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Proposal Documents or Contract Documents to be conducted by or for CMAR prior to CMAR's making such commitment;
 - c. The existence of such condition reasonably could have been discovered or revealed as a result of practical and cost-effective Supplemental Investigations, as defined in Paragraph 5.03.E, but CMAR did not recommend any such Supplemental Investigations to Owner; or
 - d. CMAR failed to give the written notice required by Paragraph 5.04.A.
- 3. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, then any such adjustment will be set forth in a Change Order.
- 4. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to CMAR regarding the subsurface or physical condition in question.
- F. Underground Facilities; Hazardous Environmental Conditions—Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. CMAR's Responsibilities—Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all the following is included in the Guaranteed Maximum Price, and CMAR shall have full responsibility for:
 - 1. collaborating with Engineer during the design phase, as part of Preconstruction Services, to improve the accuracy and completeness of information regarding Underground Facilities that Engineer gathers and depicts in the final Contract Documents;
 - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities prior to construction;
 - 4. coordination of the Work with the owners, including Owner, of such Underground Facilities, during construction; and
 - 5. the safety and protection of all existing Underground Facilities at the Site and repairing any damage thereto resulting from the Work.
- B. Notice by CMAR—If CMAR believes that an Underground Facility that is uncovered or revealed at the Site during construction was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then CMAR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner and Owner's Advisor in writing regarding such Underground Facility.

C. Owner's Advisor's Review

1. Owner's Advisor will:

- a. promptly review the Underground Facility in consultation with Engineer, and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
- b. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner, and if necessary, issue any preliminary instructions to CMAR regarding the CMAR's resumption of Work in connection with the Underground Facility in question;
- c. obtain any pertinent cost or schedule information from CMAR; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
- d. advise Owner and Engineer in writing of Owner's Advisor's findings, conclusions, and recommendations.

During such time, CMAR shall be responsible for the safety and protection of such Underground Facility.

D. Owner's Advisor's Statement to CMAR Regarding Underground Facility—After receipt of Owner's response to and recommendations regarding Owner's Advisor's written findings, conclusions, and recommendations, Owner's Advisor will issue a written statement to CMAR regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Owner's Advisor's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.

E. Early Resumption of Work—If at any time Owner's Advisor, in consultation with Engineer, determines that Work in connection with the Underground Facility may resume prior to completion of Owner's Advisor's review or Owner's Advisor's issuance of its statement to CMAR, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then Owner's Advisor may instruct CMAR to resume such Work.

F. Possible Price and Times Adjustments

1. CMAR shall be entitled to an equitable adjustment in the Guaranteed Maximum Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02;

- b. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. CMAR gave the notice required in Paragraph 5.05.B.
- 2. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, then any such adjustment will be set forth in a Change Order.
- 3. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to CMAR regarding the Underground Facility in question.
- 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE Manual 38, Standard Guideline for Investigating and Documenting Existing Utilities, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, CMAR's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings—The Supplementary Conditions identify:

- 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
- 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
- 3. Technical Data described in such reports and drawings.

B. Reliance by CMAR on Technical Data Authorized—CMAR may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b. Except for such reliance on Technical Data, CMAR may not rely upon or make any claim against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

- 1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any CMAR interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

- C. CMAR shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. CMAR shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by CMAR, Subcontractors, Suppliers, or anyone else for whom CMAR is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If CMAR encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if CMAR or anyone for whom CMAR is responsible creates a Hazardous Environmental Condition, then CMAR shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby, except in an emergency as required by Paragraph 7.18; and (3) notify Owner, Owner's Advisor, and Engineer, and promptly thereafter confirm such notice in writing. Owner shall promptly consult with Owner's Advisor and Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Owner's Advisor and Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide CMAR with the written notice required by Paragraph 5.06.E. If CMAR or anyone for whom CMAR is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.
- F. CMAR shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to CMAR either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and CMAR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by CMAR, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, CMAR may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, CMAR does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless CMAR, Subcontractors, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs, arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by CMAR or by anyone for whom CMAR is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, CMAR shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by CMAR or by anyone for whom CMAR is responsible, or to a Hazardous Environmental Condition created by CMAR or by anyone for whom CMAR is responsible. Nothing in this Paragraph 5.06.J obligates CMAR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. No later than the execution of the first Work Authorization the CMAR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Guaranteed Maximum Price, as security for the faithful performance and payment of CMAR's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment on the Contract becomes due or until completion of the correction period for the Contract specified in Paragraph 15.09, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract. The premium costs of such bonds are:
 - 1. included in Construction Support Cost if purchased for the Work based on the Estimated Guaranteed Maximum Price established with the Agreement; or
 - 2. a reimbursable Cost of the Work if the bonds are purchased with the first Work Authorization and increased as subsequent Work Authorizations are approved.
- B. CMAR shall also furnish such other bonds, if any, as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Contract Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding

Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570, as amended and supplemented by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. CMAR shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by CMAR is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then CMAR shall promptly notify Owner and Owner’s Advisor in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If CMAR has failed to obtain a required bond, Owner may exclude the CMAR from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to CMAR from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, CMAR shall provide a copy of the payment bond to such person or entity.
- I. Performance Bonds required of certain Subcontractors and Suppliers—see Paragraph 7.10.O.

6.02 Insurance—General Provisions

- A. Owner and CMAR shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or CMAR shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract must have an A.M. Best Financial Strength Rating of A- or better, and an A.M. Best Financial Size Category of VII or larger.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not adequate to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. CMAR shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that CMAR has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, CMAR shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-

insured retentions, if allowed, and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, CMAR, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to CMAR, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract, if any. Upon request by CMAR or any other insured, Owner shall also provide other evidence of such required insurance, if any, including but not limited to copies of policies, documentation of applicable self-insured retentions, if allowed, and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or CMAR to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or CMAR to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain, and maintain such insurance.
- G. In addition to the liability insurance required to be provided by CMAR, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by CMAR, and CMAR cannot rely upon Owner's liability policies for any of CMAR's obligations to the Owner, Owner's Advisor, Engineer, or third parties.
- H. CMAR shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner, Owner's Advisor and Engineer, and any other individuals or entities identified in the Supplementary Conditions as additional insureds on CMAR's liability policies, on each Subcontractor's commercial general liability policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any cancellation of the required coverage.
- J. If CMAR has failed to obtain and maintain required insurance, CMAR's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs, including but not limited to the cost of purchasing necessary insurance coverage, and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect, but is in no way obligated, to obtain equivalent

insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect CMAR or CMAR's interests. CMAR is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that CMAR deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on CMAR's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder must provide a copy of the notice to Owner's Advisor and each other insured.

6.03 CMAR's Insurance

- A. Required Insurance—CMAR shall purchase and maintain worker's compensation, commercial general liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. General Provisions—The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete, as set forth in Paragraph 15.07.D, and longer if expressly required elsewhere in this Contract, and at all times thereafter when CMAR may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by CMAR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. Additional Insureds—The CMAR's commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner, Owner's Advisor, and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby, including as applicable those arising from both ongoing and completed operations;
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by CMAR's acts or omissions, or the acts and omissions of those working on CMAR's behalf, in the performance of CMAR's operations.

6.04 Builder's Risk and Other Property Insurance

- A. **Builder's Risk**—Unless otherwise provided in the Supplementary Conditions, beginning at the commencement of construction CMAR shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost, subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations. The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

For purposes of the builder's risk and other required property insurance, "commencement of construction" first occurs when materials are in the course of delivery to the Site or an off-site storage location required to be insured if transit coverage is required, or if transit coverage is not required, when materials are delivered to the Site, or an off-site storage location required to be insured.

- B. **Property Insurance for Facilities of Owner Where Work Will Occur**—Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.07.D.
- C. **Property Insurance for Substantially Complete Facilities**—Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.07.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. **Partial Occupancy or Use by Owner**—If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.05, then Owner, directly, if it is the purchaser of the builder's risk policy, or through CMAR, will provide advance notice of such occupancy or use to the builder's risk insurer and obtain coverage or an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. **Insurance of Other Property; Additional Insurance**—If the express insurance provisions of the Contract do not require or address the insurance of a property Item or interest, then the entity or individual owning such property Item will be responsible for insuring it. If CMAR

elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, CMAR may do so at its expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04, or an installation floater policy if authorized by the Supplementary Conditions, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Owner's Advisor, Engineer, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and CMAR waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Owner's Advisor, Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or CMAR as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.05, after Substantial Completion pursuant to Paragraph 15.04, or after final payment pursuant to Paragraph 15.07, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against CMAR, Subcontractors, Owner's Advisor, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
- C. Owner waives all rights against CMAR, Subcontractors, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

- D. CMAR shall assure that each subcontract contains provisions whereby the Subcontractor waives all rights against Owner, CMAR, Owner's Advisor, Engineer, all individuals or entities identified in the Supplementary Conditions as insureds, their consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured will act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 must maintain such proceeds in a segregated account and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, CMAR shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CMAR'S RESPONSIBILITIES

7.01 CMAR's Means and Methods of Construction

- A. CMAR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or CMAR determines, that professional engineering or other design services are needed to carry out CMAR's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then CMAR shall cause such services to be provided by a properly licensed design professional, at CMAR's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner, Owner's Advisor, nor Engineer has any responsibility with respect to (1) CMAR's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by CMAR, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. CMAR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

- B. At all times during the progress of the Work, CMAR shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Owner's Advisor except under extraordinary circumstances.

7.03 CMAR Services—Key Personnel and Subconsultants

- A. CMAR will provide the services of the key individuals identified in the Agreement for CMAR Services (Preconstruction Services and Procurement Services) for the duration of the time required to provide these services. CMAR may substitute other individuals for the key individuals identified in the Agreement or for individuals previously approved only upon good cause and with the written consent of the Owner. Subject to the foregoing, not providing the individuals proposed may be the grounds for termination of this Contract.
- B. CMAR may provide CMAR Services through one or more subconsultants under contract to CMAR provided, however, that CMAR remains responsible to the Owner for all duties and obligations of the CMAR under this Contract, and in rendering services any such subconsultant must comply with all applicable terms and conditions of the Contract Documents. If the Agreement identifies a specific subconsultant, CMAR will provide the services of such subconsultant for the duration of the time required to complete the subcontracted tasks. CMAR may substitute other subconsultants for the subconsultants identified in the Agreement or previously approved only with the written consent of the Owner. Subject to the foregoing, not providing the subconsultants proposed may be the grounds for termination of this Contract.

7.04 Quality of CMAR Services

- A. The Owner's Advisor, with the concurrence of Owner and Engineer, has the right to reject or disapprove any substandard portion of the CMAR Services. Owner's Advisor will provide written notice stating the reason for the rejection or disapproval. CMAR will revise the services in question to address the inadequacies identified by Owner's Advisor.
- B. CMAR acknowledges that any review or approval of CMAR Services by the Owner or Owner's Advisor does not relieve CMAR of its responsibility to properly and timely perform such services.

7.05 Continuation or Termination of CMAR Services

- A. Owner may terminate this Contract for Owner's convenience at the completion of Preconstruction Services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination Owner may wish to consider factors such as the quality of the CMAR Services, facts that indicate that the Project cannot be constructed for a cost within the Owner's budget, and changes in key personnel.
- B. The Owner may terminate the Contract for Owner's convenience at the end of Procurement Services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination Owner may wish to consider factors such as whether CMAR is unable to offer a Guaranteed Maximum Price within the Owner's Construction Budget, or whether it will be advantageous to bid out the Work as a whole on a stipulated price basis.

7.06 Labor; Working Hours

- A. CMAR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CMAR shall maintain good discipline and order at the Site.
- B. CMAR shall provide or furnish:
 - 1. Construction-related services as described in Division 00 and Division 01 of the Contract Documents;
 - 2. Post-construction services as described in Division 00 and Division 01 of the Contract Documents; and
 - 3. All other construction-related and post-construction services described in the Contract Documents.
- C. CMAR shall be fully responsible to Owner, Owner's Advisor, and Engineer for all acts and omissions of CMAR's employees; of subconsultants, Suppliers, and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the CMAR Services or the Work, just as CMAR is responsible for CMAR's own acts and omissions.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. CMAR will not perform Work on a Saturday, Sunday, or legal holiday. CMAR may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.07 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, CMAR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Owner's Advisor, the CMAR shall furnish satisfactory evidence, including reports of required tests, as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- D. CMAR will be fully responsible for the quality and effectiveness (1) of all services performed or provided by CMAR, including but not limited to CMAR Services and general services in support of construction, and (2) of the deliverables and documentation associated with all such services.

7.08 “Or Equals”

- A. CMAR’s Request; Governing Criteria—Whenever an Item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Guaranteed Maximum Price has been based upon CMAR furnishing such Item as specified. The specification or description of such an Item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” Item is permitted, CMAR may request that Owner’s Advisor authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Owner’s Advisor, in consultation with Engineer, determines that an Item of equipment or material proposed by CMAR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Owner’s Advisor will deem it an “or equal” item. For the purposes of this paragraph, a proposed Item of equipment or material will be considered functionally equal to an Item so named if:
 - a. in the exercise of reasonable judgment Owner’s Advisor, in consultation with Engineer, determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. CMAR certifies that if the proposed Item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the Item will conform substantially to the detailed requirements of the Item named in the Contract Documents.
- B. CMAR’s Expense—CMAR shall provide all data in support of any proposed “or equal” Item at CMAR’s expense.
- C. Owner’s Advisor’s Evaluation and Determination—Owner’s Advisor, in consultation with Engineer, will be allowed a reasonable time to evaluate each “or-equal” request. Owner’s Advisor may require CMAR to furnish additional data about the proposed “or-equal” item. Owner’s Advisor, in consultation with Engineer, will be the sole judge of acceptability. No “or-equal” Item will be ordered, furnished, installed, or utilized until Owner’s Advisor’s review is complete and Owner’s Advisor, in consultation with Engineer, has determined that the proposed Item is equal, which will be evidenced by an approved Shop Drawing or other written communication. Owner’s Advisor will advise CMAR in writing of any negative determination.

- D. Effect of Owner's Advisor's Determination—Neither approval nor denial of an “or-equal” request will result in any change in Guaranteed Maximum Price. The Owner's Advisor's denial of an “or-equal” request will be final and binding and may not be reversed through an appeal under any provision of the Contract.
- E. Treatment as a Substitution Request—If Owner's Advisor determines that an Item of equipment or material proposed by CMAR does not qualify as an “or-equal” item, CMAR may request that Owner's Advisor consider the Item a proposed substitute pursuant to Paragraph 7.09.

7.09 Substitutes

- A. CMAR's Request; Governing Criteria—Unless the specification or description of an Item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, CMAR may request that Owner's Advisor authorize the use of other items of equipment or material under the circumstances described below.
- B. To the extent possible such requests must be made as part of Preconstruction Services, before the completion of the applicable portion of the design, the Procurement of Subcontractors, construction pricing, and execution of the governing Work Authorization (Preconstruction Substitute Requests). Preconstruction Substitute Requests are further addressed in Paragraph 7.09.E below; substitute requests made after the applicable Work Authorization are addressed in Paragraph 7.09.F.
- C. The following provisions apply to all substitute requests:
 - 1. CMAR shall submit adequate information as provided below to allow Owner's Advisor, in consultation with Engineer, to determine if the Item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Owner's Advisor will not accept requests for review of proposed substitute items of equipment or material from anyone other than CMAR.
 - 2. The requirements for review by Owner's Advisor, in consultation with Engineer, will be as set forth in Paragraph 7.09.D, as supplemented by the Specifications, and as Owner's Advisor may decide is appropriate under the circumstances.
 - 3. CMAR shall make written application to Owner's Advisor for review of a proposed substitute Item of equipment or material that CMAR seeks to furnish or use. The application:
 - a. will certify that the proposed substitute Item will:
 - 1) adequately perform the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the Item specified; and
 - 3) be suited to the same use as the Item specified.

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute Item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute Item in the Work will require a change in any of the Contract Documents, or in the provisions of any other direct contract with Owner for other work on the Project, to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute Item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute Item from the Item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain, to the extent applicable, an itemized estimate of all costs, anticipated price impacts, or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Guaranteed Maximum Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- D. Owner's Advisor's Evaluation and Determination—Owner's Advisor, in consultation with Engineer, will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Owner's Advisor may require CMAR to furnish additional data about the proposed substitute item. Owner's Advisor, in consultation with Engineer, will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Owner's Advisor's review is complete and Owner's Advisor determines that the proposed Item is an acceptable substitute.
- E. Preconstruction Substitute Requests—CMAR will research potential substitutes, furnish data, and prepare a Preconstruction Substitute Request as compensable Basic Construction Services. CMAR will not be responsible for costs incurred by Owner, Owner's Advisor, or Engineer in response to a Preconstruction Substitute Request. If such a request is approved, CMAR will not be required to issue a special guarantee with respect to the substitute's inclusion in the final design.
- F. For substitute requests made after a Work Authorization, or in an untimely manner such that the substitution cannot be made part of the final design on which binding construction pricing is based, the following apply:
- 1. Owner's Advisor's determination will be evidenced by a Field Order, or a proposed Change Order issued by the Owner's Advisor accounting for the substitute itself and all related impacts, including changes in Guaranteed Maximum Price or Contract Times. Owner's Advisor will advise CMAR in writing of any negative determination.
 - 2. Special Guarantee —Owner's Advisor may require CMAR to furnish at CMAR's expense a special performance guarantee or other surety with respect to the substitute.
 - 3. Reimbursement of Review Cost—Owner's Advisor and Engineer will record their costs in evaluating the substitute proposed or submitted by CMAR. Whether or not Owner's Advisor approves a substitute so proposed or submitted by CMAR, CMAR shall

reimburse Owner for the reasonable charges of Owner's Advisor and Engineer for evaluating each such proposed substitute. CMAR shall also reimburse Owner for the reasonable charges of Owner's Advisor and Engineer for making changes in the Contract Documents, or in the provisions of any other direct contract with Owner resulting from the acceptance of each proposed substitute.

4. CMAR's Expense—CMAR shall provide all data in support of any proposed substitute at CMAR's expense.
5. Effect of Owner's Advisor's Determination—If Owner's Advisor approves the substitute request, CMAR shall execute a Change Order and proceed with the substitute. The Owner's Advisor's denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. CMAR may challenge the scope of reimbursement costs imposed under Paragraph 7.09.F.3, by timely submittal of a Change Proposal.

7.10 Concerning Subcontractors and Suppliers

- A. CMAR may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The CMAR's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve CMAR's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. CMAR shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. As a general matter, CMAR shall retain Subcontractors and Suppliers for Work Packages through the procurement process described in the Agreement, including but not limited to the Procurement Strategy Plan and Exhibit A Article 3 of the Agreement. If there is a conflict between such provisions of the Agreement and this paragraph, the provisions of the Agreement will govern.
- D. Subsequent to the submittal of CMAR's Proposal or final negotiation of the terms of the Contract, Owner may not require CMAR to retain any Subcontractor or Supplier against which CMAR has reasonable objection to furnish or perform any of the Work.
- E. Prior to entry into any binding subcontract or purchase order, CMAR shall submit to Owner the identity of the proposed Subcontractor or Supplier, unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the CMAR selection process, the Subcontractor and Supplier procurement process, or otherwise. Such proposed Subcontractor or Supplier will be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- F. Owner may require the replacement of a Subcontractor or Supplier. Owner also may require CMAR to retain specific replacements; provided, however, that Owner may not require a replacement to which CMAR has a reasonable objection. If CMAR has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, through the Subcontractor and Supplier procurement process or otherwise, and Owner has accepted it, either in writing or by failing to make written objection thereto, then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of

substantive, reasonable objection after due investigation. CMAR shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- G. If Owner requires the replacement of any Subcontractor or Supplier retained by CMAR to perform any part of the Work, then CMAR shall be entitled to an adjustment in Guaranteed Maximum Price or Contract Times, with respect to the replacement; and CMAR shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- H. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- I. On a monthly basis, CMAR shall submit to Owner's Advisor a complete list of all Subcontractors and Suppliers having a direct contract with CMAR, and of all other Subcontractors and Suppliers known to CMAR at the time of submittal.
- J. CMAR shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- K. The divisions and sections of the Specifications and the identifications of any Drawings do not control CMAR in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- L. All Work performed for CMAR by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner, Owner's Advisor, and Engineer.
- M. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CMAR for Work performed for CMAR by the Subcontractor or Supplier.
- N. CMAR shall restrict all Subcontractors and Suppliers from communicating with Owner's Advisor or Owner, except through CMAR or in case of an emergency, or as otherwise expressly allowed in this Contract.
- O. CMAR will perform or undertake the responsibilities of any Subcontractor or Supplier that defaults, fails to perform, declares bankruptcy, or meets any of the other requirements for termination for cause listed as applying to the CMAR as described in Paragraph 16.02 of the General Conditions.
 - 1. If, for a specific Subcontractor or Supplier, CMAR determines that CMAR would not reasonably be able to self-perform the Subcontractor's work or meet the Supplier's obligations in the event of the Subcontractor or Supplier default, then CMAR may require a subcontract/supplier performance bond, the costs of which will be reimbursed as a Cost of the Work under the Subcontract costs category (Paragraph 6.02, Agreement). Before requiring such a bond, CMAR will consult with Owner's Advisor and consider whether other protective measures are feasible and more cost-effective.
 - 2. If Owner requires that CMAR enter into a subcontract with a Subcontractor to which the CMAR has reasonable objections, CMAR may require subcontract performance and payment bonds, the costs of which will be reimbursed as a Cost of the Work under the Subcontract costs category (Paragraph 6.02, Agreement).

7.11 Patent Fees and Royalties

- A. CMAR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, Owner's Advisor, or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, then the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless CMAR, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs, arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, CMAR shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.12 Permits

- A. Unless otherwise provided in the Contract Documents, CMAR shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist CMAR, when necessary, in obtaining such permits and licenses. CMAR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of CMAR's Proposal. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.13 Taxes

- A. CMAR shall pay all sales, consumer, use, and other similar taxes required to be paid by CMAR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.14 Laws and Regulations

- A. CMAR shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of CMAR Services or the Work. Neither Owner, Owner's

Advisor, nor Engineer will be responsible for monitoring CMAR's compliance with Laws or Regulations.

- B. If CMAR performs any CMAR Services or Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, CMAR shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such CMAR Services, Work, or other action.
- C. It is not CMAR's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve CMAR of its obligations under Paragraph 3.03.
- D. Owner or CMAR may give written notice to the other party of any changes after the Effective Date of the Contract in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and CMAR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times resulting from such changes, then within 30 days of such written notice CMAR may submit a Change Proposal, or Owner may initiate a Claim.

7.15 Record Documents

- A. CMAR shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, Contract Amendments, Work Packages, Work Authorizations, written interpretations and clarifications, and approved Shop Drawings. CMAR shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Owner's Advisor and Engineer for reference. Upon completion of the Work, CMAR shall deliver these record documents to Owner's Advisor.

7.16 Safety and Protection

- A. CMAR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. CMAR shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. CMAR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.16.C.2 or 7.16.C.3 caused, directly or indirectly, in whole or in part, by CMAR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, will be remedied by CMAR at its expense, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner, Owner's Advisor, or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CMAR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them.
 - E. CMAR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
 - F. CMAR shall notify Owner's Advisor; Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities, if the identity of such owners is known to CMAR; and other contractors and utility owners performing work at or adjacent to the Site, in writing, when CMAR knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - G. CMAR shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
 - H. CMAR shall inform Owner, Owner's Advisor, and Engineer of the specific requirements of CMAR's safety program with which Owner's, Owner's Advisor's, and Engineer's employees and representatives must comply while at the Site.
 - I. CMAR's duties and responsibilities for safety and protection will continue until all the Work is completed, Owner's Advisor has issued a written notice to Owner and CMAR in accordance with Paragraph 15.07.C that the Work is acceptable, and CMAR has left the Site, except as otherwise expressly provided in connection with Substantial Completion.
 - J. CMAR's duties and responsibilities for safety and protection will resume whenever CMAR or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.17 Hazard Communication Programs

- A. CMAR shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.18 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CMAR is obligated to act to prevent damage, injury, or loss. CMAR shall give Owner's Advisor prompt written notice if CMAR believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of CMAR's response to an emergency. If Owner's Advisor, in consultation with Engineer, determines that a change in the Contract Documents is required because of an emergency or CMAR's response, a Work Change Directive or Change Order will be issued.

7.19 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, CMAR shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to CMAR's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that CMAR has satisfied CMAR's obligations under the Contract Documents with respect to CMAR's review of that Submittal, and that CMAR approves the Submittal.
3. With each Shop Drawing or Sample, CMAR shall give Owner's Advisor specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. Submittal Procedures for Shop Drawings and Samples—CMAR shall label and submit Shop Drawings and Samples to Owner’s Advisor for review by Engineer in accordance with the accepted Schedule of Submittals.
1. Shop Drawings
 - a. CMAR shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment CMAR proposes to provide, and to enable the information to be reviewed for the limited purposes required by Paragraph 7.19.D.
 2. Samples
 - a. CMAR shall submit the number of Samples required in the Specifications.
 - b. CMAR shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner’s Advisor may require to enable Engineer to review the Sample for the limited purposes required by Paragraph 7.19.D.
- C. Proceeding without Engineer’s Approval—Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, Owner will not pay for related Work, including equipment or materials, until Engineer approves the Shop Drawing or Sample. If CMAR proceeds without such approval, CMAR will bear the full risk of all resulting delays, costs, and losses, including but not limited to removal, corrective, purchase, and installation costs, if such approval is not granted.
- D. Engineer’s Review of Shop Drawings and Samples
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer’s review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer’s review and approval, if any, will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer’s review and approval, if any, of a separate Item as such will not indicate approval of the assembly in which the Item functions.
 4. Engineer’s review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for any variation from the requirements of the Contract Documents unless CMAR has complied with the requirements of Paragraph 7.19.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Owner’s Advisor, in consultation with Engineer, will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for complying with the requirements of Paragraphs 7.19.A and B.
 6. Engineer's review and approval, if any, of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Guaranteed Maximum Price, unless such changes are included in a Change Order.
 7. Neither receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such Item becoming a Contract Document.
 8. CMAR shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.19.D.4.
- E. Resubmittal Procedures for Shop Drawings and Samples
1. CMAR shall make required corrections and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. CMAR shall direct specific attention in writing to revisions other than the corrections called for on previous Submittals.
 2. CMAR shall furnish required Shop Drawing and Sample submittals with adequate information and accuracy to obtain required approval of an Item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and CMAR shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges.
 3. If CMAR requests a change of a previously approved Shop Drawing or Sample, CMAR shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges, unless the need for such change is beyond the control of CMAR.
- F. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. CMAR shall submit all such Submittals to Owner's Advisor in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. A timely review will be made of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, CMAR shall confer with Owner's Advisor regarding the reason for the non-acceptance and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 4.04, 7.19, and 15.02.
- G. Owner-delegated Designs–Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.22.

7.20 CMAR's General Warranty and Guarantee

- A. CMAR warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner's Advisor and Engineer are entitled to rely on CMAR's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.09. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.20 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.09:
 - 1. Owner shall give CMAR written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. CMAR's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than CMAR, Subcontractors, Suppliers, or any other individual or entity for whom CMAR is responsible; or
 - 2. normal wear and tear under normal usage.
- D. CMAR shall perform or provide CMAR Services in accordance with the Contract Documents and good construction management practice.
- E. CMAR's obligation to perform and complete the CMAR Services and the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of CMAR Services or Work that is not in accordance with the Contract Documents, a release of CMAR's obligation to perform the CMAR Services or Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.20:
 - 1. Observations by Owner's Advisor or Engineer;
 - 2. Recommendation by Owner's Advisor or payment by Owner of any progress or final payment;
 - 3. The acceptance of CMAR Services without objection;
 - 4. The issuance of a certificate of Substantial Completion by Owner's Advisor or any payment related thereto by Owner;

5. Use or occupancy of the Work or any part thereof by Owner;
 6. Any review and approval of a Shop Drawing or Sample submittal;
 7. The issuance of a notice of acceptability by Owner's Advisor;
 8. The end of the correction period established in Paragraph 15.09;
 9. Any inspection, test, or approval by others; or
 10. Any correction of defective Work by Owner.
- F. If the Contract requires CMAR to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to CMAR's performance obligations to Owner for the Work described in the assigned contract.

7.21 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of CMAR under the Contract or otherwise, CMAR shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs, arising from third-party claims or actions relating to or resulting from the performance or furnishing of CMAR Services or the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CMAR, any Subcontractor, any Supplier, subconsultant, or any individual or entity directly or indirectly employed by any of them to perform any of the CMAR Services or Work, or anyone for whose acts any of them may be liable.
- B. In claims against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any CMAR employee, or the survivor or personal representative of such employee, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.21.A will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for CMAR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.22 Delegation of Professional Design Services

- A. Owner may require CMAR to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that CMAR must furnish to Owner's Advisor with respect to the Owner-delegated design.
- B. CMAR shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications,

certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by CMAR, a Subcontractor, or others for submittal to Owner's Advisor, then such Shop Drawing or other Submittal must bear the written approval of CMAR's design professional when submitted by CMAR to Owner's Advisor.
- D. Owner, Owner's Advisor, and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by CMAR under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.22, Engineer's review, approval, and determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by CMAR pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.22;
 - 2. Confirming that CMAR, through its design professionals, has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by CMAR is consistent with the design concept expressed in the Contract Documents.
- F. CMAR shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. CMAR is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give CMAR written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to CMAR.
- C. CMAR shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

- D. CMAR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CMAR shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that CMAR may cut or alter others' work with the written consent of Owner's Advisor and the others whose work will be affected.
- E. If the proper execution or results of any part of CMAR's Work depends upon work performed by others, CMAR shall inspect such other work and promptly report to Owner's Advisor in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CMAR's Work. CMAR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CMAR's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this Article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by CMAR is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to CMAR prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of CMAR or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then CMAR shall be entitled to an equitable adjustment in the Guaranteed Maximum Price or the Contract Times. CMAR must submit any Change Proposal seeking an equitable adjustment in the Guaranteed Maximum Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will consider information, if any regarding such other work that was provided to CMAR in the Contract Documents prior to the submittal of the Proposal or the final negotiation of the terms of the Contract, and any remedies available to CMAR under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable

adjustment in Guaranteed Maximum Price will be conditioned on CMAR assigning to Owner all CMAR's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. CMAR's entitlement to an adjustment of the Contract Times or Guaranteed Maximum Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. CMAR shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If CMAR fails to take such measures, and as a result, damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due CMAR, and assign to such other contractor or utility owner the Owner's contractual rights against CMAR with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, CMAR shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of CMAR's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due CMAR.
- C. If CMAR damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through CMAR's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of CMAR's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against CMAR, Owner, Owner's Advisor, or Engineer, then CMAR shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and their officers, directors, members, partners, employees, agents, consultants and subcontractors from and against any such claims, and against all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to CMAR

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to CMAR through Owner's Advisor.

9.02 Replacement of Owner's Advisor or Engineer

- A. Owner may at its discretion appoint a replacement for Owner's Advisor, provided CMAR makes no reasonable objection to the replacement. The replacement's status under the Contract Documents will be that of the former Owner's Advisor.

- B. Owner may at its discretion appoint an engineer to replace Engineer, provided CMAR makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.
- 9.03 Furnish Data
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 Pay CMAR
- A. Owner shall make payments to CMAR when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to CMAR copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 Change Orders
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Owner's Tasks in Support of CMAR Services
- A. Owner shall provide CMAR with all criteria and full information as to Owner's requirements for the Project including drafts of proposed Contract Documents, general schedules and completion requirements, reports, surveys, permits, record documents from related previous projects, and other information as required for CMAR to provide services. Owner shall be responsible for, and CMAR may rely upon, the accuracy and completeness of all such criteria and information, and of any other programs, instructions, data, and other information furnished by Owner to CMAR pursuant to this Agreement. CMAR may use such criteria and information in performing or furnishing CMAR Services.
 - B. Owner shall provide reasonable assistance to CMAR in securing the release of documents and information held by private entities and by public agencies as needed to provide services required by this Agreement.
 - C. Owner shall arrange for safe access to and make all provisions for CMAR to enter upon public and private property as required for CMAR to perform services.

- D. Owner shall review documents presented by CMAR, make decisions, and carry out Owner's other responsibilities in a timely manner so as not to delay the CMAR's performance of its services.
- E. Owner shall provide the services of attorneys, insurance consultants, financial advisors, and other professional advisors or consultants required for the Project, but not provided by the CMAR.
 - 1. Advise CMAR of the identity and scope of services of any independent consultant, designer, contractor, or other construction manager employed by Owner to perform or furnish services in regard to the Project, including cost estimating, project peer reviews, value engineering, and constructability reviews.
 - 2. Define and set forth the duties, responsibilities, and limitations of authority of these other parties as they relate to the duties, responsibilities, and authority of CMAR.
- F. Owner is not responsible for discovering deficiencies in the CMAR's Services. CMAR will correct any deficiencies without additional compensation, except to the extent this corrective action is directly attributable to deficiencies in Owner-furnished information.

9.10 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.

9.11 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.12 Evidence of Financial Arrangements

- A. Upon request of CMAR, Owner shall furnish CMAR reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract, including obligations under proposed changes in the Work.

9.13 Safety Programs

- A. While at the Site, Owner's employees and representatives will comply with the specific applicable requirements of CMAR's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to CMAR.

ARTICLE 10—STATUS OF OWNER'S ADVISOR AND ENGINEER DURING CONSTRUCTION

10.01 Owner's Advisor

- A. Owner's Advisor will be Owner's representative during the construction period.
- B. The general duties, responsibilities, and the limitations of authority of Owner's Advisor and Engineer during construction are set forth below.

10.02 Visits to Site

- A. Owner's Advisor will either be based at the Site or make visits to the Site on a regular basis. Owner's Advisor will observe the Work; check the quality, quantity, and progress of the Work; implement Owner's quality assurance program; and administer the Contract as Owner's representative.
- B. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of CMAR's executed Work. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer will report to Owner's Advisor regarding information obtained during such Site visits and observations.
- C. Owner's Advisor's and Engineer's visits and observations are subject to all the limitations on Owner's Advisor's and Engineer's authority and responsibility set forth in Paragraph 10.05. Particularly, but without limitation, during or as a result of Owner's Advisor's and Engineer's visits or observations of CMAR's Work, neither Owner's Advisor nor Engineer will supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Determinations for Unit Price Work

- A. Owner's Advisor will determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR as set forth in Paragraph 13.02.

10.04 Decisions on Requirements of Contract Documents and Acceptability of Work; Exercise of Authority

- A. Owner's Advisor will render decisions regarding the requirements of the Contract Documents, and judge the quality and acceptability of the Work, pursuant to the specific procedures set forth herein for interpretations, Change Proposals, Applications for Payment, and acceptance of the Work.
 - 1. Before rendering such decisions or judgments, and before exercising its authority with respect to differing subsurface or physical conditions, Underground Facilities, "or equal" and substitute requests, emergencies, Field Orders, and similar matters, Owner's Advisor will consult with Engineer as to all matters in question involving (a) the design, as set forth in the Drawings, Specifications, or otherwise, (b) the quality or acceptability of the Work under the Contract Documents, or (c) other engineering matters.
 - 2. With respect to such matters, Owner's Advisor's decisions and judgments as rendered will be in accord with Engineer's professional analysis, opinions, recommendations, and conclusions.
- B. In rendering such decisions and judgments, exercising such authority, or providing professional analysis, opinions, recommendations, or conclusions underlying such decisions and judgments, neither Owner's Advisor nor Engineer will show partiality to Owner or CMAR, and neither Owner's Advisor nor Engineer will be liable to Owner, CMAR, or others in

connection with any proceedings, interpretations, analysis, opinions, recommendations, conclusions, decisions, or judgments conducted or rendered in good faith.

- C. Owner's Advisor may at any time request that CMAR furnish proposed changes to Guaranteed Maximum Price and Contract Times that would result from specified proposed changes to the Contract Documents.

10.05 Limitations on Owner's Advisor's and Engineer's Authority and Responsibilities

- A. Neither Owner's Advisor's nor Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Owner's Advisor or Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner's Advisor or Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner's Advisor or Engineer to CMAR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Neither Owner's Advisor nor Engineer will supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Neither Owner's Advisor nor Engineer will be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.
- C. Neither Owner's Advisor nor Engineer will be responsible for the acts or omissions of CMAR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Owner's Advisor's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by CMAR under Paragraph 15.07.A, will only be to determine generally that their content complies with the requirements of the Contract Documents, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

10.06 Compliance with Safety Program

- A. While at the Site, Owner's Advisor's and Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and CMAR's safety programs of which Owner's Advisor and Engineer have been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Contract Amendment, Work Authorization, Change Order, Work Change Directive, or Field Order.
- B. A Work Authorization, as more fully defined in Paragraph 1.01, is used to authorize specified Work, and establish related compensation. Change Orders, Work Change Directives, and Field Orders are used to modify a Work Authorization, including but not limited to

modifications of the authorized Work and changes to the Guaranteed Maximum Price and Contract Times associated with the Work Authorization.

If a modification under a Work Authorization includes a change in the Guaranteed Maximum Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

- C. A Contract Amendment, as more fully defined in Paragraph 1.01, is used for general contract modification purposes.
- D. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design, as set forth in the Drawings, Specifications, or otherwise, or (3) other engineering matters, must be supported by Engineer's recommendation. Owner and CMAR may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. With respect to a governing Work Authorization, Owner and CMAR shall execute appropriate Change Orders covering:
 - 1. Changes in Guaranteed Maximum Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters; and
 - 3. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Paragraph 13.02.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or CMAR refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.
- C. Owner and CMAR will enter into either a Change Order, if related to a specific Work Authorization, or a Contract Amendment with respect to the following:
 - 1. Changes in Guaranteed Maximum Price resulting from an Owner set-off, unless CMAR has duly contested such set-off;
 - 2. Changes that embody the substance of any final and binding results under Article 12, Claims; Paragraph 13.01, final adjustments resulting from allowances; and similar provisions.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Guaranteed Maximum Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented

by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Guaranteed Maximum Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Guaranteed Maximum Price.

B. If Owner has issued a Work Change Directive and:

1. CMAR believes that an adjustment in Contract Times or Guaranteed Maximum Price is necessary, then CMAR shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Guaranteed Maximum Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Owner's Advisor, in consultation with Engineer, may authorize minor changes in the Work if the changes do not involve an adjustment in the Guaranteed Maximum Price or the Contract Times. Such changes will be accomplished by a Field Order and will be binding on Owner and on CMAR, which shall perform the Work involved promptly.
- B. If CMAR believes that a Field Order justifies an adjustment in the Guaranteed Maximum Price or Contract Times, then before proceeding with the Work at issue, CMAR shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and CMAR have agreed as to the effect, if any, of the changes on Contract Times or Guaranteed Maximum Price; or by a Work Change Directive. Upon receipt of any such document, CMAR shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates CMAR to undertake work that CMAR reasonably concludes cannot be performed in a manner consistent with CMAR's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. CMAR shall not be entitled to an increase in the Guaranteed Maximum Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.18 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Guaranteed Maximum Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Guaranteed Maximum Price with respect to the Work will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved;
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum; or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work determined in accordance with the Cost of the Work provisions in the Agreement, plus the CMAR Fee, applied proportionally, for overhead and profit determined in accordance with the terms in the Agreement.

11.08 Change of Contract Times

- A. The Contract Times may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. Purpose and Content—CMAR shall submit a Change Proposal to Owner's Advisor to request an adjustment in the Contract Times or Guaranteed Maximum Price; contest a decision by Owner's Advisor concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Guaranteed Maximum Price, or other proposed relief; identify any governing Work Authorization; indicate CMAR's recommendation for the correct means of amending the Contract (Work Authorization, Change Order, or Contract Amendment) if the proposed change is accepted; and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. Determination of Changes in Guaranteed Maximum Price for Work—If a Change Order under a Work Authorization entails a change in Guaranteed Maximum Price, then:
 - 1. The change will include the applicable increase or decrease in Cost of the Work, pursuant to the provisions Article 6 of the Agreement.
 - 2. The CMAR Fee for changes will be those agreed to Article 7 of the Agreement.

3. If there is a Guaranteed Maximum Price, it will increase or decrease in an amount equal to the increase or decrease in the Cost of the Work and CMAR Fee, as duly determined.
 4. The amount of any increases or decreases in the CMAR Fee, or in Guaranteed Maximum Price, will be set forth in the applicable Change Order.
- C. Change Proposal Procedures
1. Submittal—CMAR shall submit each Change Proposal to Owner's Advisor within 30 days after the start of the event giving rise thereto, or after such decision.
 2. Supporting Data—The CMAR shall submit supporting data, including the proposed change in Guaranteed Maximum Price or Contract Time, if any, to the Owner's Advisor within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change Proposals related to a change of Guaranteed Maximum Price based on Cost of the Work must include full and detailed account of eligible costs, such as materials incorporated into the Work, labor and equipment used for the subject Work, and Subcontract costs.

The supporting data must be accompanied by a written statement that the supporting data is accurate and complete, and that any requested time or price adjustment is the entire adjustment to which CMAR believes it is entitled as a result of said event.
 3. Owner's Advisor's Initial Review—Owner's Advisor, in consultation with Engineer, will advise Owner regarding the Change Proposal and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Owner's Advisor concludes that additional supporting data is needed before conducting a full review and deciding regarding the Change Proposal, then Owner's Advisor may request that CMAR submit such additional supporting data by a date specified by Owner's Advisor, prior to Owner's Advisor beginning its full review of the Change Proposal.
 4. Owner's Advisor's Full Review and Action on the Change Proposal—Upon receipt of CMAR's supporting data, including any additional data requested by Owner's Advisor, Owner's Advisor, in consultation with Engineer, will conduct a full review of each Change Proposal and, within 30 days after such receipt of the CMAR's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and CMAR. If Owner's Advisor does not act on the Change Proposal within 30 days, then either Owner or CMAR may at any time thereafter submit a letter to the other party indicating that as a result of Owner's Advisor's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. Binding Decision—Owner's Advisor's decision is final and binding upon Owner and CMAR, unless Owner or CMAR appeals the decision by filing a Claim under Article 12.
- D. Post-Completion—CMAR shall not submit any Change Proposals after Owner's Advisor issues a written recommendation of final payment pursuant to Paragraph 15.07.B.

11.10 Notification to Surety

- A. CMAR shall notify the performance and payment bond surety of the issuance of each Work Authorization and confirm that the bonds have been adjusted to reflect the changes in Guaranteed Maximum Price and Contract Times.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents, including, but not limited to, Guaranteed Maximum Price or Contract Times, the giving of any such notice will be CMAR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. Claims Process—The following disputes between Owner and CMAR are subject to the Claims process set forth in this article:
 - 1. Appeals by Owner or CMAR of Owner's Advisor's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Subject to the waiver provisions of Paragraph 15.08, any dispute arising after Owner's Advisor has issued a written recommendation of final payment pursuant to Paragraph 15.07.B.
- B. Submittal of Claim—The party submitting a Claim shall deliver it directly to the other party to the Contract promptly, but in no event later than 30 days after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Owner's Advisor and Engineer, for their information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CMAR seeking an increase in the Contract Times or Contract Price, CMAR shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CMAR's knowledge and belief the amount of time or money requested accurately reflects the full amount to which CMAR is entitled.
- C. Review and Resolution—The party receiving a Claim shall review it thoroughly and consider its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Owner's Advisor and Engineer.
- D. Mediation
 - 1. At any time after initiation of a Claim, Owner and CMAR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and CMAR agree to mediation, then after 60 days from such agreement, either Owner or CMAR may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the

mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and CMAR shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval—If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim—If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not act on the Claim within 90 days, then either Owner or CMAR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results—If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

13.01 Allowances

- A. The CMAR Contingency Allowance (Agreement, Article 8) and Owner's Contingency Allowance (Agreement, Article 12) are governed by the applicable provisions of the Agreement.
- B. CMAR confirms that it has included the CMAR Contingency Allowance in the Guaranteed Maximum Price and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Owner's Advisor.
- C. CMAR confirms that it has included the Owner's Contingency Allowance in the Contract Price and that use of Owner's Contingency Allowance is subject to the provisions of Article 12 in the Agreement.
- D. Cash Allowances—CMAR agrees that:
 1. the cash allowances include the cost to CMAR, less any applicable trade discounts, of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. CMAR's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Guaranteed Maximum Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

- E. Prior to final payment, an appropriate Change Order will be issued as recommended by Owner's Advisor to reflect actual amounts due CMAR for Work covered by allowances, and the Guaranteed Maximum Price will be correspondingly adjusted.

13.02 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Guaranteed Maximum Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified Item of Unit Price Work times the estimated quantity of each Item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Proposals and determining an Estimated Guaranteed Maximum Price. Payments to CMAR for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by CMAR to be adequate to cover CMAR's overhead and profit for each separately identified item.
- D. Owner's Advisor will determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR. Owner's Advisor will review with CMAR the Owner's Advisor's preliminary determinations on such matters before rendering a written decision thereon, by recommendation of an Application for Payment or otherwise. Owner's Advisor's written decision thereon will be final and binding except as modified by Owner's Advisor to reflect changed factual conditions or more accurate data upon Owner and CMAR, and the final adjustment of Guaranteed Maximum Price will be set forth in a Change Order, subject to the provisions of the following Paragraph.
- E. Adjustments in Unit Price
 - 1. CMAR or Owner shall be entitled to an adjustment in the unit price with respect to an Item of Unit Price Work if:
 - a. the quantity of the Item of Unit Price Work performed by CMAR differs materially and significantly from the estimated quantity of such Item indicated in the Agreement; and
 - b. CMAR's unit costs to perform the Item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in CMAR's costs to perform such other Work, such that the resulting overall change in Guaranteed Maximum Price is equitable to Owner and CMAR.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Owner's Advisor, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CMAR shall provide them with proper and safe conditions for such access and

advise them of CMAR's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. CMAR shall give Owner's Advisor timely notice of readiness of the Work, or specific parts thereof, for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except those costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work, or part thereof, specifically to be inspected, tested, or approved by an employee or other representative of such public body, CMAR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner's Advisor the required certificates of inspection or approval.
- D. CMAR shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to CMAR's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Owner's Advisor.

- E. If the Contract Documents require the Work, or part thereof, to be accepted by Owner, Owner's Advisor, Engineer, or another designated individual or entity, then CMAR shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work, or the work of others that is to be inspected, tested, or approved is covered by CMAR without written concurrence of Owner's Advisor, CMAR shall, if requested by Owner's Advisor, uncover such Work for observation. Such uncovering will be at CMAR's expense unless CMAR has given Owner's Advisor timely notice of CMAR's intention to cover the same and Owner's Advisor had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. CMAR's Obligation—It is CMAR's obligation to assure that the Work is not defective.
- B. Owner's Advisor's Authority—Owner's Advisor has the authority to determine, in consultation with Engineer, whether Work is defective, and to reject defective Work.
- C. Notice of Defects—Prompt written notice of all defective Work of which Owner, Owner's Advisor, or Engineer has actual knowledge will be given to CMAR.
- D. Correction, or Removal and Replacement—Promptly after receipt of written notice of defective Work, CMAR shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner's Advisor has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. Preservation of Warranties—When correcting defective Work, CMAR shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. Costs and Damages—In addition to its correction, removal, and replacement obligations with respect to defective Work, CMAR shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and CMAR are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. If such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety. CMAR shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work; such costs to be approved by Owner's Advisor as to reasonableness, and for the diminished value of the Work to the extent not otherwise paid by CMAR. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Guaranteed Maximum Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, CMAR shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Owner's Advisor has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Owner's Advisor, then CMAR shall, if requested by Owner's Advisor, uncover such Work for Owner's Advisor's or Engineer's observation, and then replace the covering, all at CMAR's expense.

- C. If Engineer or Owner's Advisor considers it necessary or advisable that covered Work be observed by Owner's Advisor or Engineer, or inspected or tested by others, then Owner's Advisor will so advise CMAR, and CMAR shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner's Advisor may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, CMAR shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction, including but not limited to all costs of repair or replacement of work of others, and pending CMAR's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, CMAR shall be allowed an increase in the Guaranteed Maximum Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then CMAR may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or CMAR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order CMAR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of CMAR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If CMAR fails within a reasonable time after written notice from Owner's Advisor to correct defective Work, or to remove and replace defective Work as required by Owner's Advisor, then Owner may, after 7 days' written notice to CMAR, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude CMAR from all or part of the Site, take possession of all or part of the Work and suspend CMAR's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CMAR but which are stored elsewhere. CMAR shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, Owner's Advisor, Engineer, and their consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against CMAR as set-offs against payments due under Article 15. Such claims, costs, losses, and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CMAR's defective Work.

- D. CMAR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CMAR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Payment for CMAR Services

- A. The basis and procedures for payment for CMAR Services are set forth in the Agreement, Article 3. The provisions of this Article 15 pertain to payment for performance and furnishing of the Work, unless noted otherwise.

15.02 Progress Payments

A. Basis for Progress Payments

1. CMAR will, at least 10 days prior to applying for Payment, prepare and submit for approval by Owner's Advisor a schedule allocating portions of the Guaranteed Maximum Price to various portions of the Work, as determined by the applicable Work Authorizations.
2. The Schedule of Values will serve as the basis for progress payments and will be incorporated by Owner's Advisor into an Application for Payment form. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.02. Progress payments for cost-based Work will be based on Cost of the Work completed by CMAR during the pay period.

B. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment, but not more often than once a month, CMAR shall submit to Owner's Advisor for review an Application for Payment filled out and signed by CMAR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by CMAR for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of CMAR stating that all previous progress payments received by CMAR have been applied to discharge CMAR's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. Review of Applications
1. Owner's Advisor will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to CMAR indicating in writing Owner's Advisor's reasons for refusing to recommend payment. In the latter case, CMAR may make the necessary corrections and resubmit the Application.
 2. Owner's Advisor's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Advisor to Owner, based on Owner's Advisor's (a) observations of the executed Work, (b) consultations with Engineer, and (c) review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Advisor's knowledge, information, and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.02, and any other qualifications stated in the recommendation; and
 - c. the conditions precedent to CMAR's being entitled to such payment appear to have been fulfilled in so far as it is Owner's Advisor's responsibility to observe the Work.
 3. By recommending any such payment Owner's Advisor will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Owner's Advisor in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle CMAR to be paid additionally by Owner or entitle Owner to withhold payment to CMAR.
 4. Neither Owner's Advisor's review of CMAR's Work for the purposes of recommending payments nor Owner's Advisor's recommendation of any payment, including final payment, will impose responsibility on Owner's Advisor:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for CMAR's failure to comply with Laws and Regulations applicable to CMAR's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes CMAR has used the money paid by Owner; or

- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Owner's Advisor may refuse to recommend the whole or any part of any payment if, in Owner's Advisor's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.02.C.2.
- 6. Owner's Advisor will recommend reductions in payment (set-offs) necessary in Owner's Advisor's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible; or
 - e. Owner's Advisor has actual knowledge of the occurrence of any of the events that would constitute a default by CMAR and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due
 - 1. Ten days after Owner's Advisor's presentation of the Application for Payment to Owner with Owner's Advisor's recommendation, the amount recommended, subject to any Owner set-offs, will become due, and when due will be paid by Owner to CMAR.
- E. Reductions in Payment by Owner
 - 1. In addition to any reductions in payment (set-offs) recommended by Owner's Advisor, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on CMAR's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from CMAR's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. CMAR has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. CMAR has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible;
 - e. Owner has incurred extra charges for advisory services or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests, and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;

- g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;
 - i. An event has occurred that would constitute a default by CMAR and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of CMAR's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where CMAR has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. Claims have been made or costs have been incurred arising from CMAR Services; or
 - m. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Owner's Advisor, Owner will give CMAR immediate written notice, with a copy to Owner's Advisor, stating the reasons for such action and the specific amount of the reduction, and promptly pay CMAR any amount remaining after deduction of the amount so withheld. Owner shall promptly pay CMAR the amount so withheld, or any adjustment thereto agreed to by Owner and CMAR, if CMAR remedies the reasons for such action. The reduction imposed will be binding on CMAR unless it duly submits a Change Proposal contesting the reduction.
 - 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.02.D.1 and subject to interest as provided in the Agreement.
- F. Where the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work, as measured by reference to the Schedule of Values, or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that CMAR prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price, if any, through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 CMAR's Warranty of Title

- A. CMAR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.04 Substantial Completion

- A. When CMAR considers the entire Work ready for its intended use CMAR shall notify Owner's Advisor in writing that the entire Work is substantially complete and request that Owner's

Advisor issue a certificate of Substantial Completion. CMAR shall at the same time submit to Owner's Advisor CMAR's proposed punch list of items to be completed or corrected before final payment.

- B. Promptly after CMAR's notification, Owner, CMAR, Owner's Advisor, and Engineer will inspect the Work to determine the status of completion. If the Work is not determined to be substantially complete, Owner's Advisor will notify CMAR in writing, giving the reasons for the determination.
- C. If the Work is deemed substantially complete, Owner's Advisor will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Owner's Advisor will attach to the certificate the Owner's Advisor's proposed punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Owner's Advisor as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Owner's Advisor, in consultation with Engineer, concludes that the Work is not substantially complete, Owner's Advisor will, within 14 days after submission of the preliminary certificate to Owner, notify CMAR in writing that the Work is not substantially complete, stating the reasons for the conclusion. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Owner's Advisor, in consultation with Engineer, concludes that the Work is substantially complete, then Owner's Advisor will, within said 14 days, execute and deliver to Owner and CMAR a final certificate of Substantial Completion, with a revised punch list of items to be completed or corrected, reflecting such changes from the preliminary certificate as Owner's Advisor believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and CMAR will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and CMAR agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the CMAR shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases CMAR may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude CMAR from the Site after the date of Substantial Completion subject to allowing CMAR reasonable access to remove its property and complete or correct items on the punch list.

15.05 Partial Use or Occupancy; Completion of Authorized Work

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Owner's Advisor, Engineer, and CMAR agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its

intended purpose without significant interference with CMAR's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that CMAR permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when CMAR agrees that such part of the Work is substantially complete, CMAR, Owner, Owner's Advisor and Engineer will follow the procedures of Paragraph 15.04.A through 15.04.E for that part of the Work.
2. At any time, CMAR may notify Owner and Owner's Advisor in writing that CMAR considers any such part of the Work substantially complete and request Owner's Advisor to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, CMAR, Owner's Advisor and Engineer will inspect that part of the Work to determine its status of completion. If Owner's Advisor, in consultation with Engineer, does not consider that part of the Work to be substantially complete, Owner's Advisor will notify Owner and CMAR in writing, giving the reasons for its determination. If Owner's Advisor, in consultation with the Engineer, considers that part of the Work to be substantially complete, then for that part of the Work the provisions of Paragraph 15.04 will apply with respect to certification of Substantial Completion, the Division of responsibility, and access.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.
5. Neither the organization of the Work into Work Packages, nor the authorization of specified parts of the Work in a Work Authorization, establishes (a) that such packages or parts of the Work have been identified in the Contract Documents or otherwise as a part of the Work that Owner may use or occupy upon completion, or (b) that any such Work constitutes a separately functioning and usable part of the Work that upon completion can be used by Owner for its intended purpose without significant interference with CMAR's performance of the remainder of the Work. The determination of whether any part of the Work qualifies for partial use or occupancy under this Paragraph 15.05 will be made on the merits without reference to Work Packages or Work Authorizations.

B. Substantial Completion of Authorized Work

1. When CMAR considers the entire Work authorized under a specific Work Authorization is ready for its intended use, CMAR shall notify Owner's Advisor in writing that such authorized Work is substantially complete and request that Owner's Advisor issue a certificate of Substantial Completion applicable solely to such authorized Work. CMAR shall at the same time submit to Owner's Advisor the CMAR's proposed punch list of items to be completed or corrected before such authorized Work is deemed complete.
2. CMAR, Owner, Owner's Advisor, and Engineer will follow the procedures of Paragraphs 15.04.A, B, C, E, and F for such authorized Work. The terms of Paragraph 15.04.D are not applicable to the determination of Substantial Completion of the Work authorized under a Work Authorization.

3. Until Substantial Completion of the entire Work under this Contract under Paragraph 15.04, such authorized Work will not be eligible for Owner's use or occupancy, unless otherwise eligible for partial use or occupancy under Paragraph 15.05.A; the determination of a date of Substantial Completion for such authorized Work will not mark the commencement of the contractual correction period and applicable warranties required by the Contract for such authorized Work; and the authorized Work will remain the responsibility of CMAR.

15.06 Final Inspection

- A. Upon written notice from CMAR that the entire Work or an agreed portion thereof is complete, Owner's Advisor will promptly make a final inspection with Owner, Engineer, and CMAR and will notify CMAR in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. CMAR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.07 Final Payment

A. Application for Final Payment

1. After Owner's Advisor, in consultation with Engineer, determines that CMAR has (a) satisfactorily completed all corrections identified during the final inspection, (b) has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, as provided in Paragraph 7.15, and other documents, and (c) completed performance of all services required by the Contract, CMAR may make application for final payment.
2. The final Application for Payment must be accompanied, except as previously delivered by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects or will so pass upon final payment;
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers, satisfactory to Owner, of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.07.A.2 and as approved by Owner, CMAR may furnish receipts or releases in full and an affidavit of CMAR that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CMAR may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at

its option may issue joint checks payable to CMAR and specified Subcontractors and Suppliers.

- B. Owner's Advisor's Review of Final Application and Recommendation of Payment—If, on the basis of Owner's Advisor's observation of the Work during construction and final inspection, consultation with Engineer regarding completion, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Advisor is satisfied that CMAR has completed the Work and fulfilled CMAR's other obligations under the Contract, Owner's Advisor will, within 10 days after receipt of the final Application for Payment, indicate in writing Owner's Advisor's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Owner's Advisor's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Owner's Advisor will return the Application for Payment to CMAR, indicating in writing the reasons for refusing to recommend final payment, in which case CMAR shall make the necessary corrections and complete the Work and all remaining services, and resubmit the Application for Payment.
- C. Notice of Acceptability of the Work—In support of its recommendation of payment of the final Application for Payment, Owner's Advisor, with Engineer's express approval, will also give written notice to Owner and CMAR that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.08.
- D. Completion of Work—The Work is complete, subject to surviving obligations, when it is ready for final payment as established by the Owner's Advisor's written recommendation of final payment and issuance of Notice of Acceptability of the Work.
- E. Final Payment Becomes Due—Upon receipt from Owner's Advisor of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Owner's Advisor for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to CMAR within 30 days of Owner's receipt of the final Application for Payment from Owner's Advisor.

15.08 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by CMAR, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by CMAR will constitute a waiver by CMAR of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 17.

15.09 Correction Period

- A. Scheduled Correction Period Inspection—Within one month before the end of the Contract's correction period, CMAR will participate in an inspection of the Work with the Owner, Owner's Advisor, and Engineer to ascertain whether any portion of the Work or the repair of

any damage to the Site or adjacent areas is defective and therefore subject to correction by CMAR.

- B. If within one year after the date of Substantial Completion, or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents, Owner gives CMAR written notice that any Work has been found to be defective, whether as a result of the scheduled correction period inspection or otherwise, or that CMAR's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect CMAR shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. return to the Site with Owner, Owner's Advisor and Engineer to inspect any apparent or discovered defects in the Work, or unrepaired damage to the Site or adjacent areas;
 2. consult with Owner's Advisor and Engineer regarding recommendations as to replacement or correction of such defective Work, or the repair of any damage;
 3. correct the defective repairs to the Site or such adjacent areas;
 4. correct such defective Work;
 5. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 6. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- C. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.20.B.
- D. If, after receipt of a notice of defect within 60 days and within the correction period, CMAR does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. CMAR shall pay all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such correction or repair or such removal and replacement, including but not limited to all costs of repair or replacement of work of others. CMAR's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- E. In special circumstances where a particular Item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that Item may start to run from an earlier date if so provided in the Specifications.
- F. Where defective Work, and damage to other Work resulting therefrom, has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- G. CMAR's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION AND TERMINATION

16.01 Owner May Suspend CMAR Services or Work

- A. At any time and without cause, Owner may suspend the CMAR Services or the Work, or any portion thereof, for a period of not more than 90 consecutive days by written notice to CMAR and Owner's Advisor. Such notice will fix the date on which CMAR Services or Work will be resumed. CMAR shall resume the CMAR Services or Work on the date so fixed. CMAR shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. With respect to a suspension of the Work, any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by CMAR and justify termination for cause:
1. CMAR's persistent failure to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule;
 2. Failure of CMAR to perform or otherwise to comply with a material term of the Contract Documents;
 3. CMAR's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. CMAR's repeated disregard of the authority of Owner, Owner's Advisor or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving CMAR and any surety 10 days' written notice that Owner is considering a declaration that CMAR is in default and termination of the Contract, Owner may proceed to:
1. declare CMAR to be in default, and give CMAR, and any surety, written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude CMAR from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CMAR but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if CMAR within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, CMAR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and

damages, including but not limited to all fees and charges of Owner's Advisors, engineers, architects, attorneys, and other professionals, sustained by Owner, such excess will be paid to CMAR. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CMAR shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Owner's Advisor as to their reasonableness and, when so approved by Owner's Advisor, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where CMAR's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against CMAR then existing or which may thereafter accrue, or any rights or remedies of Owner against CMAR or any surety under any payment bond or performance bond. Any retention or payment of money due CMAR by Owner will not release CMAR from liability.
- G. If and to the extent that CMAR has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to CMAR and Owner's Advisor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, CMAR shall be paid for without duplication of any items:
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. CMAR shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 CMAR May Stop Work or Terminate

- A. If, through no act or fault of CMAR, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner's Advisor fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay CMAR any sum finally determined to be due, then CMAR may, upon 7 days' written notice to Owner and Owner's Advisor, and provided Owner or Owner's Advisor do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner's Advisor has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay CMAR any sum finally determined to be due, CMAR may, 7 days after written notice to Owner and Owner's Advisor, stop the Work

until payment is made of all such amounts due CMAR, including interest thereon. The provisions of this paragraph are not intended to preclude CMAR from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CMAR's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. Disputes Subject to Final Resolution—The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and CMAR concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. Final Resolution of Disputes—For any dispute subject to resolution under this article, Owner or CMAR may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Owner's Advisor, CMAR, or Engineer when required, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner, Owner's Advisor, nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to CMAR for any claims, costs, losses, or damages sustained by CMAR on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of CMAR.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

- A. Owner and CMAR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and Paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

These Supplementary Conditions amend or supplement EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract (2023). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added: for example, "Paragraph SC-4.05" references modifications to General Conditions Paragraph 4.05.

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. Evidence of CMAR's Insurance—When CMAR delivers the signed counterparts of the Agreement to Owner, CMAR shall also deliver to Owner copies of the policies, including all endorsements, and identification of applicable self-insured retentions and deductibles, of insurance required to be provided by CMAR in this Contract (other than insurance such as builder's risk that is required at a later date). CMAR may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. Evidence of Owner's Insurance—After receipt from CMAR of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to CMAR copies of the policies of insurance to be provided by Owner in this Contract, if any. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to CMAR one printed copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract, including one fully signed counterpart of the Agreement, and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.03 Electronic Transmittals

SC-2.03 Delete Paragraphs 2.03.B and 2.03.C in their entirety and insert the following in their place:

B. Electronic Documents Protocol—The parties shall conform to the following provisions in Paragraphs 2.03.B and 2.03.C, together referred to as the Electronic Documents Protocol (EDP or Protocol) for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with OA. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

- 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **30 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, ransomware, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to CMAR, not reasonably anticipated under the original EDP, CMAR may seek an adjustment in price or time under the appropriate process in the Contract.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the

Electronic Document or use an alternative delivery method to complete the communication.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party, and if relevant from third parties, using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.03 Supplement Paragraph 2.03 of the General Conditions by adding the following paragraph:

D. Requests by CMAR for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project design documents in formats other than those identified in the Electronic Documents Protocol, if any, or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project design documents and other Project information requested by CMAR (Request) in formats other than those identified in the Electronic Documents Protocol, if any, or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which CMAR agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely and is being provided to CMAR on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, CMAR is advised and acknowledges that the content may not be suitable for CMAR's application or may require substantial modification and independent verification by CMAR. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to CMAR under the request are only for convenience

of CMAR. Any conclusion or information obtained or derived from such data will be at the CMAR's sole risk and the CMAR waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

- c. CMAR shall indemnify and hold harmless Owner, OA, and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from CMAR's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. CMAR agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information, in source or modified file format, to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to CMAR's subcontractors. CMAR warrants that subsequent use by CMAR's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to CMAR any CMAR-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to CMAR, the Owner shall be reimbursed by CMAR on an hourly basis at \$[specify amount] per hour for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS—INTENT, REQUIREMENTS, REUSE

3.01 Intent

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in CMAR's Progress

SC-4.05 Amend Paragraph 4.05.C by replacing Paragraph 2 with the following:

- 2. Abnormal Weather Conditions
 - a. If abnormal weather conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work as scheduled.
 - b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which total precipitation, as rain equivalent, occurs between 7:00 p.m. on the preceding day, regardless of whether such preceding day is a workday, through 7:00 p.m. on the workday in question equals or exceeds 1-inch of precipitation. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.

- 2) Every workday on which ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 10 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 98 degrees Fahrenheit.
- 3) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by NOAA's Copper Mountain (KCCU) weather monitoring station at Frisco, CO.
- 4) CMAR shall anticipate the number of foreseeable bad weather days as 4-days between November and April In each month.
- 5) Each bad weather day exceeding the number of foreseeable bad weather days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which CMAR may rely:

Report Title	Date of Report	Technical Data
GEOTECHNICAL ENGINEERING STUDY TOWN OF FRISCO WELL 7 PROPOSED PFAS MITIGATION IMPROVEMENTS	November 20, 2023	Geotechnical Field Study and Recommendations

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data, and specifically identifies the Technical Data upon which CMAR may rely: **[If there are no such drawings, so indicate in the table].**

Drawings Title	Date of Drawings	Technical Data
None.		

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data, if any, upon which CMAR may rely:

Report Title	Date of Report	Technical Data
No Hazardous Environmental Reports exist.		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data, if any, contained in such Drawings upon which CMAR may rely: **[If there are no such drawings, so indicate in the table].**

Drawings Title	Date of Drawings	Technical Data
No Hazardous Environmental Drawings exist.		

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.C:

1. Required Performance Bond Form—The performance bond that CMAR furnishes will be in the form of EJCDC® C-610, Performance Bond (2018).
2. Required Payment Bond Form—The payment bond that CMAR furnishes will be in the form of EJCDC® C-615, Payment Bond (2018).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.09.A of the General Conditions is hereby revised to be **2** years after Substantial Completion.

6.03 CMAR's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- B. Workers' Compensation and Employer's Liability—CMAR shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation, from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions.

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	

Workers' Compensation and Related Policies	Policy limits of not less than:
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000

- C. Commercial General Liability—Claims Covered—CMAR shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of CMAR, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than CMAR's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- D. Commercial General Liability—Form and Content. CMAR's commercial liability policy must be written in a 1996, or later, Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. CMAR shall furnish Owner and each other additional insured, as identified in the Supplementary Conditions or elsewhere in the Contract, evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of CMAR's contractual indemnity obligations in Paragraph 7.21.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through both ISO Endorsements CG 20 10 04 13 and CG 20 37 04 13. For design professional additional insureds, ISO Endorsement CG 20 32 04 13 "Additional Insured: Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- E. Commercial General Liability—Excluded Content. The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard ISO definition of “insured contract,” except to delete the railroad protective liability exclusion if CMAR is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property.
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the CMAR’s vicarious liability, strict liability, or statutory liability, other than worker’s compensation.
6. Any limitation or exclusion based on the nature of CMAR’s work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

F. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$ 2,000,000
Products—Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000

- G. Automobile Liability—CMAR shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Each Accident	\$ 1,000,000

- H. Umbrella or Excess Liability—CMAR shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

- I. Using Umbrella or Excess Liability Insurance to Meet Commercial General Liability and Other Policy Limit Requirements—CMAR may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability insurance through the primary policies alone, or through combinations of the primary policy’s policy limits and partial

attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies as allowed above.

- J. Contractor's Pollution Liability Insurance—CMAR shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from CMAR's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$ 3,000,000
General Aggregate	\$ 3,000,000

- K. Contractor's Professional Liability Insurance—CMAR shall purchase and maintain professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by CMAR or by others for whom CMAR is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$ 3,000,000
Annual Aggregate	\$ 3,000,000

- L. Unmanned Aerial Vehicle Liability Insurance—If CMAR uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, CMAR shall purchase and maintain UAV liability insurance in the amounts stated; name Owner, Owner's Advisor, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming CMAR's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Occurrence	\$ 1,000,000
Privacy Injury Aggregate	\$ 2,000,000

- M. Other Required Insurance

1. [Here list additional types and amounts of insurance that CMAR is required to carry].

6.04 Builder's Risk and Other Property Insurance

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. Builder's Risk and Other Property Insurance Deductibles—The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

ARTICLE 7—CMAR'S RESPONSIBILITIES

7.06 Labor; Working Hours

SC-7.06 Add the following new subparagraphs immediately after Paragraph 7.06.D:

1. Regular working hours will be **Monday through Friday, 30-minutes after sunrise and 30-minutes prior to sunset.**
2. Owner's legal holidays are **New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving and the following day, and Christmas.**
3. **Working days are subject to modification based on Owner's schedule of recreational activities in the project area.**

SC-7.06 Add the following new paragraph immediately after Paragraph 7.06.D:

- E. CMAR shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for OA's or Engineer's services, including but not limited to, construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If CMAR is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.06 Add the following new subparagraph immediately after Paragraph SC-7.06.E:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as Engineer's standard hourly rate.

7.13 Taxes

SC-7.13 Add a new paragraph immediately after Paragraph 7.13.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to CMAR for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CMAR, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

8.02 Coordination

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.
 - 1. CMAR shall have authority and responsibility for coordination of the various contractors and work forces at the Site;
 - 2. The following specific matters are to be covered by such authority and responsibility: PAWSD staff may self-perform some electrical and controls installation concurrent with the CMAR scope of work.

ARTICLE 9—OWNER’S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—STATUS OF OWNER’S ADVISOR AND ENGINEER DURING CONSTRUCTION

No suggested Supplementary Conditions in this Article.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CMAR; SET OFFS; COMPLETION; CORRECTION PERIOD

No suggested Supplementary Conditions in this Article.

ARTICLE 16—SUSPENSION AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.02 Arbitration

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Arbitration

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules, subject to the conditions and limitations of this Paragraph SC-17.02. Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer and OA for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity, including Owner's Advisor, Engineer, or their consultants, or the officers, directors, partners, agents, employees, or consultants of any entity that is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or CMAR, or consents to being joined in the arbitration; and
 4. the consolidation or joinder complies with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

SC-17.02 Add the following new Paragraph immediately after Paragraph 17.01.

17.02 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, considering the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

18.11 State Revolving Fund Requirements

- A. Refer to CMAR-850 Colorado SRF Required Specifications for additional requirements.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
2	Meeting agendas and meeting minutes	Email w/ Attachment	PDF	(2)
3	RFIs and responses to RFIs, and Contract forms.	LFE	PDF	
4	CMARs Submittals (Shop Drawings, “or equal” requests, substitution requests, documentation accompanying Sample submittals and other submittals) to OA and OA’s responses to CMAR’s Submittals, Shop Drawings, correspondence, and Applications for Payment.	LFE	PDF	
5	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from CMAR to Owner or OA and for responses from OA to CMAR regarding Submittals.	Email w/ Attachment and LFE	PDF	
6	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment and LFE	DWG	
7	Correspondence, reports, and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment and LFE	DOC	
8	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment and LFE	EXC	
9	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment and LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive); this includes construction administration online platform(s).			
PDF	Portable Document Format readable by Adobe® Acrobat Reader			
DWG	Autodesk® AutoCAD .dwg format Version 2025			
DOC	Microsoft® Word .docx format Version 2024			
EXC	Microsoft® Excel .xlsx or .xml format Version 2024			
DB	Microsoft® Access .accdb format Version 2024			

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature at 11:00 a.m.	Number of Foreseeable Bad Weather Days in Month Based on High Temperature at 3:00 p.m.
January	See SC 4.05C		
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Notes:			
1. Two inches of sleet equals one inch of rain. Five inches of wet, heavy snow equals one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.			

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CO SRF Required Specifications Instructions

(SRF Equivalency)

STEPS:

1. The following specifications must be inserted in their entirety into the project construction specification documents for bidding and for construction. This includes material, supplies and equipment procurement contracts.
2. Bid advertisements must be posted for a minimum of 30 days prior to bid opening. The bid advertisement should include the following statement or similar: *“This project anticipates funding from the Colorado State Revolving Fund (SRF) loan program. Bidder’s attention is called to the SRF requirements in the bid package. Disadvantaged Business Enterprise (DBE) requirements and goals are included. Also, certified DBEs or a consortium of certified DBEs are encouraged to bid.”*
3. The following information must be input into the specifications by the Owner representative prior to bidding and contract execution:
 - a. **Section 1:** Insert the current Davis-Bacon Wage general decision number. **The decision number must be verified 10-days prior to bid opening and updated if a new decision has been published.** See Section 1 for instructions.
 - b. **Section 1:** A copy of the current published Davis-Bacon wage determination document must be attached and the attachment number provided.
 - c. **Section 4:** The applicable Colorado county (or counties) must be inserted.
4. The following certifications must be completed and submitted by the prime contractor with their bid:
 - a. [Suspension and Debarment Certification Form](#)
 - b. [DBE 6100-4](#) and [6100-3](#) Forms

If you have any questions regarding the specifications contained in this document, please contact your SRF program Project Manager from the list below. You may also contact the Unit Manager, Work Group Lead or the Compliance Specialist as needed.

IMPORTANT: Prior to construction, the project must receive environmental clearance and engineering final design approval from the Water Quality Control Division. If you have any questions regarding the status of these clearances and approvals please contact your SRF program Project Manager.

Water Quality Control Division SRF Contacts

Grants and Loans Unit (GLU) Unit Manager

Alex Hawley 720-248-8095 alex.hawley@state.co.us

Infrastructure Unit (IU) Unit Manager

Margaret Talbott 303-692-3540 margaret.talbott@state.co.us

Other Contacts:

Aly Ulibarri, Work Group Lead	720-295-9634	aly.ulibarri@state.co.us
Matt Alms, Compliance Specialist	720-263-1530	matt.als@state.co.us
Ana Ruiz, Compliance Specialist	303-692-6273	ana.ruiz@state.co.us
Diane McAfee, Program Assistant	303-692-3653	diane.mcafee@state.co.us

Main email address: cdphe_grantsandloans@state.co.us

Project Managers:

Grants and Loans Unit (GLU)

Kathy Boyer	303-691-4949	kathy.boyer@state.co.us
Sean Oliver	720-446-9073	sean.oliver@state.co.us
James Wheatley	720-248-7364	james.wheatley@state.co.us
Erick Worker	303-692-3594	erick.worker@state.co.us
Jeff Zajdel	720-235-8828	jeff.zajdel@state.co.us

Infrastructure Unit (IU)

Laura Leonard	303-692-2846	laura.leonard@state.co.us
Erin Reilley	720-260-4584	erin.reilley@state.co.us
Amy Schultz	720-258-6586	amy.schultz@state.co.us
Siobhan Yoest	303-692-3602	siobhan.yoest@state.co.us

Colorado State Revolving Fund Required Specifications

(SRF Equivalency)

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Section 1

Davis Bacon Prevailing Wage Requirements

This contract is governed by the Davis Bacon and Related Acts and is subject to General Decision Number CO20250001 dated August 8, 2025.

A copy of this General Decision Number is attached as Exhibit A to this document.

The SRF Program is subject to Davis Bacon and Related Acts, which extends the requirements of the Davis-Bacon Act. Compliance with the Davis-Bacon Act is required for any project funded by the Drinking Water Revolving Fund (DWRF) or Water Pollution Control Revolving Fund (WPCRF) programs. Non-Compliance with the Davis-Bacon Act may result in debarment and suspension from working on future projects funded with federal dollars for up to three years and/or loss of funding for the current project.

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub-grants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I - 5.

Attachment 1

Wage Rate Requirements under:

- The Consolidated Appropriations Act, 2016 (P.L. 114-133), or
- The Water Resources Reform and Redevelopment Act of 2014 (WRRDA):

I. For Subrecipients that Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis - Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under The 2014 Act with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. The recipient or subrecipient may also obtain additional guidance from US Department of Labor (DOL) web site at <https://www.dol.gov/agencies/whd/government-contracts/construction>

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

Under The Consolidated Appropriations Act, 2016, or The Water Resources Reform and Redevelopment Act of 2014, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water

treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
 - (1) While the solicitation remains open, the subrecipient shall monitor <https://sam.gov/> weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
 - (2) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor <https://sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from <https://sam.gov/> into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor

must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

- (a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment works under the Clean Water State Revolving Fund (CWSRF) or a construction project under the Drinking Water State Revolving Fund (DWSRF) financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or The 2014 Act, the following clauses:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://sam.gov/>

- (ii) (A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

- (i) The subrecipient(s) shall, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly, for each week in which any contract work is

performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form [WH-347](#) is available for this purpose from the Wage and Hour Division website. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized

by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and

interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

- (a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above, or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section, the contractor and any subcontractor responsible, therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph

- (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Federal Agency, State, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must

conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of non-compliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at:

<https://www.dol.gov/agencies/whd/contact/local-offices>

Section 2

American Iron and Steel

The State Revolving Fund Program is subject to, and requires compliance with, the American Iron and Steel requirement (AIS). American Iron and Steel requires Water Pollution Control State Revolving Fund (WPCRF) and Drinking Water Revolving Fund (DWRf) assistance recipients use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed on or after January 17, 2014.

In providing bids, proposals, or services, the Contractor represents and warrants to and for the benefit of the borrower and the State that:

- a. The Contractor has reviewed and understands the American Iron and Steel requirement.
- b. All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved.
- c. The Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the borrower or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the borrower or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the borrower or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the borrower). While the Contractor has no direct contractual privity with the State, as a lender to the borrower for the funding of its project, the borrower and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For purposes of the WPCRF and DWRf projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings;
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel;

- Reinforced precast concrete; and
- Construction materials.

If the subrecipient can justify a claim made under one of the categories below, a waiver may be granted. Until a waiver is granted by the EPA, the AIS requirement must be adhered to as described in the act.

A waiver may be provided if EPA determines that:

1. Applying these requirements would be inconsistent with the public interest.
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

All waiver requests must be routed through the Grants and Loans Unit project manager or compliance specialist.

EPA's guidance on AIS requirements, available at http://water.epa.gov/grants_funding/aisrequirement.cfm includes specific instructions for communities interested in applying for a waiver. After receiving a completed application for a waiver from the Grants and Loans Unit, EPA will publish the waiver request and all material submitted with the application on this website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to the EPA.

Approved National Waivers available for borrowers and contractors include:

- April 15, 2014 De Minimis Waiver:

“The EPA is hereby granting a nationwide waiver pursuant to the American Iron and Steel requirements of P.L. 113-76 CAA 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the material used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of materials used in and incorporated into a project.”

Section 3

National Term on Suspension and Debarment

I. General Requirements

- A. Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance programs or Federal benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.
- B. The status of prospective individuals or organizations can be checked at the System for Award Management(SAM) at <https://sam.gov/content/home>
- C. Not being debarred or excluded from participation in Federal assistance shall be a condition of the contract in which this specification is included.
- D. It is the prime contractor's responsibility to verify that subcontractors, vendors, suppliers and manufacturers are not debarred or excluded from participation in Federal assistance programs prior to entering into any agreements or awarding contracts and the prime contractor must verify and document they are not on the excluded parties list.
- E. Verification can be completed by checking the System for Award Management (<https://sam.gov/content/home>) or by collection of a certification from that person documenting that the person is not excluded; or by adding a clause or condition to the covered transaction with that person indicating that not being excluded is a condition of the agreement. It is strongly recommended to check the System for Award Management.

II. Demonstrating Compliance

- A. A prospective prime contractor must submit a completed **Suspension and Debarment Certification Form** (reference Section 11-Forms) along with its bid. Failure to submit the certification may result in considering the bid as non-responsive.
- B. As needed a completed Suspension and Debarment Certification form will be required to be submitted by the prime contractor prior to contract execution.
- C. Prime contractors must document they have verified that all subcontractors, vendors, suppliers and manufacturers are not debarred or excluded from participation in Federal assistance programs.
 - 1. Record of documentation of verification must be maintained throughout the duration of the project and available for review upon request by the Owner or Colorado SRF program.
 - 2. Upon completion of the project, the documentation must be provided to the Owner and maintained for at least three years after project completion.

Section 4

Civil Rights Laws

- I. Because of the extraordinary reach of the civil rights laws, all assistance recipients must comply with these “super crosscutters.” Pursuant to EPA’s regulations on “Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency,” the SRF agency must agree, and require all assistance recipients to agree, not to discriminate on the basis of race, color, national origin or sex. 40 C.F.R. Part 7.

Recipients of federal assistance are required to collect and maintain information to show compliance with the laws. This information includes a list of discrimination complaints, reports of any compliance reviews conducted by other agencies, descriptions of any pending discrimination-based lawsuits, and data on the racial, ethnic, national origin, sex, and handicap characteristics of populations served. If there is “reason to believe” that discrimination may be occurring based on this review, the matter will be referred to the EPA Regional Director of Civil Rights for appropriate action.

The following four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, handicap or age, in programs or activities receiving federal financial assistance. If, for example, a municipality receives SRF assistance to build a wastewater treatment plant, it may not decline to provide service from that plant to a particular neighborhood because of its racial composition. As the preface to this section noted, Title VI, the Rehabilitation Act, and the Age Discrimination Act were amended in 1988 to clarify that their anti-discrimination provisions apply to the entire operations of an assistance recipient, not just to the specific program, project, or activity that is the objective of the assistance. The reach of these statutes and Section 13, which contains language instructing EPA to treat its sex discrimination provisions in a manner similar to the Civil Rights Act, extends beyond that of other cross-cutting authorities.

The following excerpts from the four laws demonstrate their prohibition of various forms of discrimination that are prohibited in federally assisted programs and activities:

- [Title VI of the Civil Rights Act of 1964](#)
No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- [Section 13 of the Federal Water Pollution Control Act Amendments of 1972](#)
(WPCRF only)
No person in the United States shall, on the ground of sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance under... the federal Water Pollution Control Act...
- [Section 504 of the Rehabilitation Act of 1973](#)
(n)o otherwise qualified individual with a disability in the United States . . . shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance...

- [Age Discrimination Act of 1975](#)
(n)o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance.

Section 5

Equal Employment Opportunity

I. Equal Opportunity Employment and Affirmative Action and Affirmative Action Requirements on Federally Assisted Construction Contracts: Notice and Equal Opportunity Clause

A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

This notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts.

- (1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

County	Minority Participation in Each Trade ¹	Female Participation in Each Trade ¹
Fort Collins, Larimer	6.9%	6.9%
Archuleta, Delta, Dolores, Eagle, Garfield, Grand Junction, Gunnison, Hinsdale, Jackson, La Plata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel	10.2%	6.9%
Colorado Springs, El Paso, Teller	10.9%	6.9%
Chaffee, Cheyenne, Clear Creek, Grand, Elbert, Kit Cason, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Yuma	12.8%	6.9%
Greeley, Weld	13.1%	6.9%
Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Gilpin, Jefferson	13.8%	6.9%

Alamosa, Baca, Bent, Conejos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Lake, Las Animas, Lincoln, Mineral, Otero, Prowers, Rio Grande, Saguache	19.0%	6.9%
Pueblo	27.5%	6.9%

1) Source: FR Vol.45 No. 194 / Friday, October 3, 1980

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number for the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed (See Form C).
- (4) As used in this Notice, and in the contract resulting from this solicitation, the covered area is Summit County.

B. EQUAL OPPORTUNITY CLAUSES

- (1) The Equal Opportunity Clause published at 41 CFR Part 60-1.4(b) is required to be included in, and is part of, all nonexempt federally assisted construction contracts and subcontracts. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated.

- (2) In addition to the clauses described above, all federal contracting officers, all applicants, and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 41 CFR 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order.

II. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

A. DEFINITIONS AS USED IN SPECIFICATIONS

- (1) "Covered Area" means the geographical area described in solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asian, the Indian Subcontinent, or the Pacific Islands);
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. DETAILED SPECIFICATIONS

- (1) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$25,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- (2) If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan (Plan) approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area, (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (3) The contractor shall implement the specific affirmative action standards provided in paragraphs (6)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (4) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (5) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (6) The contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working

environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations where the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.
- (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen,

etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations servicing the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations are followed.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- (p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- (7) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (6)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (6)(a) through (p) of the specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- (8) A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the order if a specific minority group of women is under-utilized).
- (9) The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (10) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- (11) The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (12) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (6) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.

- (13) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (14) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Section 6

Williams-Steiger Occupational Safety and Health Act of 1970

A. Authority

- (1) The contractor is subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.
- (2) These construction documents and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal law(s), including but not limited to the latest amendment of the following:
 - (a) Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596;
 - (b) art 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
 - (c) Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

B. Safety and Health Program Requirements

- (1) This project, its prime contractor and its subcontractors, shall at all times be governed by Chapter XVII of Title 29, Code of Federal Regulations, Part 1926 - Safety and Health Regulations for Construction (29 CFR 22801), as amended to date.
- (2) To implement the program and to provide safe and healthful working conditions for all persons, general project safety meetings will be conducted at the site at least once each month during the course of construction, by the construction superintendent or his/her designated safety officer. Notice of such meeting shall be issued not less than three (3) days prior, stating the exact time, location, and agenda to be included. Attendance by the owner, architect, general foreman, shop steward(s), and trades, or their designated representatives, witnessed in writing as such, shall be mandatory.
- (3) To further implement the program, each trade shall conduct a short gang meeting, not less than once a week, to review project safety requirements mandatory for all persons during the coming week. The gang foreman shall report the agenda and specific items covered to the project superintendent, who shall incorporate these items in his/her daily log or report.
- (4) The prime contractor and all subcontractors shall immediately report all accidents, injuries, or health hazards to the owner and architect, or their

designated representatives, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970.

- (5) This program shall become a part of the contract documents and the contract between the owner and prime contractor, prime contractor and all subcontractors, as though fully written therein.

Section 7

Discovery of Archaeological and Other Historical Items

A. Construction Procedures

In the event of an archaeological or more recent historical find (e.g., artifacts, housing sites) during any phase of construction, the following procedure should be followed:

- (1) Construction shall be halted, with as little disruption to the archaeological site possible.
- (2) The Contractor shall notify the Owner who shall contact the State Historical Preservation Officer.
- (3) The State Historical Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.
- (4) The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting archaeological finds.

B. National Register Status

In the event archaeological/historical data are evaluated to meet National Register criteria, the Advisory Council on Historic Preservation may be notified and asked to comment by the Water Quality Control Division.

Section 8

Disadvantaged Business Enterprise (DBE) - SRF Program Grant Agreement Information and Requirements

OVERVIEW OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Environmental Protection Agency's (EPA) new Disadvantaged Business Enterprise (DBE) rule became effective on May 27, 2008. The new DBE rule sets forth an EPA program that serves the compelling government interest of remedying past and current racial discrimination through agency-wide procurement objectives. The new DBE rule revises and replaces EPA's Minority and Women Business Enterprise (MBE/WBE) Program for funding received after May 27, 2008.

Note that the loan recipient is not a passive conduit of the contractor's DBE information. By submitting the proposed contractor's DBE documentation to the SRF Loan Program for review, the loan recipient is asserting that it has found the proposed contractor's documentation of good faith efforts adequate.

In order to be counted as a MBE/WBE under the new EPA DBE rule, MBE/WBEs must be certified by a federal agency (e.g., EPA, Small Business Administration, and Department of Transportation) or by a State, locality, Indian Tribe, or independent private organization that meets the certification requirements of the new EPA DBE rule. Under the new EPA DBE rule an individual claiming economic disadvantaged status must have an initial and continued personal net worth of less than \$750,000.

Locating potential DBE subcontractors is the responsibility of the bidder/contractor. The following is a list of resources that may be used to locate potential DBEs:

- The Colorado Department of Transportation maintains a listing of certified DBEs on its website at: [Colorado Unified Certification Program \(dbesystem.com\)](http://colorado.unifiedcertification.com)
- The EPA Office of Small and Disadvantaged Business Utilization provides a small business vendor database that may include certified DBEs at: <https://vpmdsweb.epa.gov/Vendors/list>
- The Small Business Association (SBA) provides a small business procurement database search that includes the ability to search for certified DBEs at: <https://www.sba.gov/partners/contracting-officials/small-business-procurement>

Applications for certification by EPA can be found on EPA's Small Business Programs website at http://www.epa.gov/osbp/dbe_fair.htm Attention is hereby called to the services of the Small Business Association (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce that can assist DBEs.

Each procurement contract signed by a loan participant must include the following term and condition:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result

in the termination of this contract or other legally available remedies.” (Appendix A to Part 33—Term and Condition)

Additionally, the above term and condition is considered included in the contract in which this specification forms a part of the contract documents.

GUIDANCE FOR UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS OF 40 CFR PART 33

A. REQUIREMENTS

1. Each procurement contract signed by a loan recipient must include the following term and condition:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

2. The recipient and prime contractor will create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts on EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must only be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

- (a) Entity's name with point of contact;
- (b) Entity's mailing address, telephone number, and e-mail address;
- (c) The procurement on which the entity bid or quoted, and when; and
- (d) Entity's status as an MBE/WBE or non-MBE/WBE.

3. The recipient and prime contractor will exercise good faith efforts to attract and utilize small, minority, and women's business enterprises primarily through outreach, recruitment, and race/gender neutral activities.

- (a) At a minimum, fulfillment of six affirmative steps (good faith efforts) is required as set forth below:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For

Indian, Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian, Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 5. Use the services of the Small Business Association ([SBA](#)) and the Minority Business Development Agency ([MBDA](#)) of the Department of Commerce.
 6. If the prime contractor awards subcontract, require the prime contractor to take the affirmative Steps 1 through 5 listed above.
4. The prime contractor must pay its subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
 5. The prime contractor must notify the owner in writing prior to any termination of a DBE subcontractor for convenience.
 6. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the good faith efforts of soliciting a replacement subcontractor, even if the fair share objectives have already been achieved.

B. FAIR SHARE OBJECTIVES

1. The Colorado SRF project goals are:

SRF Project	%MBE	%WBE
Construction	6.1%	6.6%

C. DEFINITIONS

1. Disadvantaged Business Enterprise (DBE) is a business concern which meets the qualifications of a Minority Business Enterprise (MBE), Women's Business Enterprise (WBE)
2. Minority Business Enterprise (MBE) is a business concern which is:
 - (a) Certified as socially and economically disadvantaged by the Small Business Administration;
 - i. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.
 - ii. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to diminished capital and credit opportunities, as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, the Small Business Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individuals. Individuals who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans), are to be considered socially and economically disadvantaged. Economically and socially disadvantaged individuals are deemed to include women.
 - (b) Certified as a minority business enterprise by a State or Federal agency; and
 - (c) An independent business concern which is at least 51 percent owned and controlled by minority group member(s).
 - i. A minority group member is an individual who is a citizen of the United States and one of the following:
 1. Black American;
 2. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America)
 3. Native American (American Indian, Eskimo, Aleut, native Hawaiian); or
 4. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories

of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian subcontinent).

- ii. In order to satisfy this third criteria of the MBE definition, the minority ownership's interest must be real, substantial and continuing. Such interest is characterized by:
 - 1. Risk of loss/share of profit commensurate with the proportional ownership; and
 - 2. Receipt of the customary incidents of ownership, such as compensation (i.e., salary and other personnel compensation).
 - iii. A minority owner must have and exercise control of the business decisions. Characteristics of control include, but are not limited to:
 - 1. Authority to sign bids and contracts;
 - 2. Decisions in price negotiations;
 - 3. Incurring liabilities for the firm;
 - 4. Final staffing decisions;
 - 5. Policy-making; and
 - 6. General company management decisions.
 - iv. Only those firms performing a useful business function according to custom and practice in the industry, are qualified as MBEs. Acting merely as a passive conduit of funds to some other firm where such activity is unnecessary to accomplish the project does not constitute a "useful business function according to custom and practice in the industry." The purpose of this approach is to discourage the use of MBE "fronts" and limit the creation of an artificial supplier and broker marketplace.
3. Women's Business Enterprise (WBE) is a business which is certified as such by a State or Federal agency, or which meets the following definition:

"A women's business enterprise is an independent business concern which is at least 51 percent owned by a woman or women, who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or otherwise qualified WBE which is 51 percent owned by a married woman in a community property State will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business which is 51 percent owned by a married man and 49 percent owned by an unmarried woman will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business."

As in the case of a MBE, only United States citizens will be deemed to be WBEs. Similar to the MBE criteria, WBE should meet the criteria cited in subparagraphs C.2.a., C.2.b, and C.2.c(2), (3), and (4).

4. Fair Share or Fair Share Objective: A fair share or a fair share objective is an amount of funds reasonably commensurate with the total project funding and the availability of qualified MBEs and WBEs, taking into account experience on EPA-funded projects and other comparable projects in the area. A fair share objective does not constitute an absolute requirement, but a commitment on the part of the bidder to exercise good faith efforts as defined in this section to use MBEs and WBEs to achieve the fair share objective.
5. Recipient: A party receiving SRF financial assistance.
6. Project: The scope of work for which an SRF loan is awarded.
7. Bidder: A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.
8. Offeror: A party seeking to obtain a contract with a recipient through a negotiative procurement process.
9. Prime Contractor: A party that has obtained a contract with a recipient through a competitive, advertised, sealed bid process.
10. Good Faith Efforts: Good faith efforts by a recipient, prime contractor, and/or bidder/offeror means efforts to attract and utilize DBEs primarily through outreach, recruitment, and race/gender neutral activities. The following are examples of activities to assist recipients, prime contractors and/or bidders/offerors to comply with good faith efforts.
 - (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian, Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - i. Maintain and update a listing of qualified MBE/WBEs that can be solicited for construction, equipment, services and/or supplies.
 - ii. Provide listings to all interested parties who request copies of the bidding or proposing documents.
 - iii. Contact appropriate sources within your geographic area and state to identify qualified MBE/WBE for placement on your MBE/WBE business

listings.

- iv. Utilize other MBE/WBE listings such as those of the state's minority business office, the Small Business administration ([SBA](#)), Minority Business Development Agency ([MBDA](#)) of the Department of Commerce, EPA OSDBU, and DOT.
 - v. Have state environment agency personnel review solicitation lists.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- i. Develop realistic delivery schedules which may provide for greater MBE/WBE participation.
 - ii. Advertise through the minority media in order to facilitate MBE/WBE utilization. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.
 - iii. Advertise in general circulation publications, trade publications, state agency publications and minority and women's business focused media concerning contracting opportunities on your projects. Maintain a list of minority and/or women's business-focused publications that may be utilized to solicit MBE/WBEs.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian, Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- i. Perform an analysis to identify portions of work that can be divided and performed by qualified MBE/WBEs.
 - ii. Scrutinize the elements of the total project to develop economical units of work that are within the bonding range of MBE/WBEs.
 - iii. Conduct meetings, conferences, and follow-ups with MBE/WBE associations and minority media to inform these groups of opportunities to provide construction, equipment, services and supplies.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

- i. Notify MBE/WBEs of future procurement opportunities so they may establish bidding solicitations and procurement plans.
 - ii. Provide MBE/WBE trade organizations with succinct summaries of solicitations.
 - iii. Provide interested MBE/WBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.
- (e) Use the services of the [SBA](#) and the Minority Business Development Agency ([MBDA](#)) of the Department of Commerce.
 - i. Use the services of outreach programs sponsored by the MBDA and/or the SBA to recruit bona fide firms for placement on DBE bidders lists to assist these firms in the development of bid packaging.
 - ii. Seek out Minority Business Development Centers (MBDC) to assist recipients and prime contractors in identifying MBE/WBEs for potential work opportunities on projects.
- (f) If the prime contract awards subcontracts, require the prime contractor to take steps in Paragraphs (a) through (e) of this section.

D. REPORTING

During Bidding:

1. Bidders/offerors must demonstrate compliance with good faith efforts in order to be deemed responsible.
2. The prime contractor must complete DBE Solicitations Form (**Form 6100-4**).
3. The prime contractor must have its DBE subcontractors complete DBE Program Subcontractor Performance Form (**Form 6100-3**).
4. **Form 6100-3** and **Form 6100-4** must be submitted by all bidders with their bid. Failure to submit this information may result in the bid being considered as a non-responsive bid.

During Performance of the Contract:

5. The prime contractor must distribute DBE Program Subcontractor Participation Form (**Form 6100-2**) to all of its contracted DBE subcontractors. The subcontractors can submit completed forms to the State of Colorado, Water Quality Control Division, Grants and Loans Unit.
6. The prime contractor must complete **DBE Form B** to report DBE procurements made during each quarter. These reports must be submitted within 5 days of the

end of each Federal fiscal quarter (by 1/5, 4/5, 7/5, and 10/5). Reports may be emailed to: CDPHE_grantsandloans@state.co.us

7. The recipient will in turn submit this reporting for “DBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements,” to the Project Administrator beginning with the Federal Fiscal year quarter the bid is awarded and continuing until the project is completed.

Section 9

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

The following requirements including terms and conditions apply to this contract and expenditures submitted for reimbursement through the state revolving fund loan covering the work to be completed in this contract.

- A. This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.
- B. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:
 - 1. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - a) Procure or obtain, extend or renew a contract to procure or obtain;
 - b) Enter into a contract (or extend or renew a contract) to procure; or
 - c) Obtain the equipment, services, or systems.

2. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list at <https://sam.gov/>
- D. There is no exhaustive list of components and services that fall under the prohibition. Exercise due diligence and be particularly mindful of project components with internet or cellular connections. For example, recipients should be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

Section 10

Signage Requirements

- A. Signage must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable SRF expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the official emblems or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable SRF expenses, provided the costs are reasonable.
- [Guidelines for Enhancing Public Awareness of SRF Assistance Agreements](#)
 - [EPA Logo & Seal Specifications for Signage produced by EPA Assistance Agreement Recipients](#)
 - [Download Copies of the EPA Seal and Logo Files](#) from this page, and follow the specifications for signage produced by EPA assistance agreement recipients.

Section 11

Build America, Buy America (BABA)

- A. The State Revolving Fund Program and the contract including this specification is subject to, and requires compliance with, the Build America, Buy America Act (BABA) requirements. The BABA requirements refer to Title IX-Build America, Buy America of the Infrastructure Investment and Jobs Act (IIJA) also known as the Infrastructure Investment and Jobs Act (IIJA) passed by Congress on November 15, 2021.
- B. ALL CONSTRUCTION CONTRACTS MUST HAVE THE FOLLOWING CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS:
1. The Contractor acknowledges to and for the benefit of the Owner and the Funding Authority (Colorado Water Resources and Power Development Authority) that it understands the goods and services under the loan agreement for the project are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved in writing for the project as described in this specification and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.
- C. In providing bids, proposals, or services, the Contractor represents and warrants to and for the benefit of the borrower and the State Revolving Fund the following:
1. The Contractor has reviewed and understands the Build America, Buy America Act Requirements.
 2. All of the iron and steel, manufactured products, and construction materials used in the project in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements has been approved in writing for the project as described in this specification .
- D. By signing payment applications and requesting payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the

certifications are sufficient to demonstrate compliance with Build America, Buy America Requirements.

E. Build America, Buy America Products

1. Product Definitions

Title IX - Build America, Buy America of the Infrastructure Investment and Jobs Act (IIJA) also known as the Infrastructure Investment and Jobs Act (IIJA) includes the following:

Title IX - Build America, Buy America, Subtitle A - Build America, Buy America, Part I - Buy America Sourcing Requirements, Section 70912 DEFINITIONS, (6) PRODUCED IN THE UNITED STATES.—The term “produced in the United States” means—

(A) in the case of iron or steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(B) in the case of manufactured products, that—

(i) the manufactured product was manufactured in the United States; and

(ii) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(C) in the case of construction materials, that all manufacturing processes for the construction material occurred in the United States.

2. Product Examples

The following is provided strictly as examples and it is the Contractor’s responsibility to ensure that all products comply with the BABA Requirements.

(a). Environmental Protection Agency (EPA) [Memorandum on Build America Act Implementation Procedures for the EPA Office of Water Federal Financial Assistance Programs dated November 3, 2023](#) provides the following guidance in Section 2: Product Coverage:

Q2.1: For products made of iron and steel, what is the difference between predominantly and primarily iron and steel?

A2.1: EPA considers the terms “predominantly” and “primarily” to be interchangeable, such that a product is considered predominantly (or primarily) iron and steel if it contains greater than 50 percent iron and steel by material cost.

Q2.2: What is the definition of construction materials (with examples)?

A2.2: From OMB Guidance M-22-11: “construction materials” include an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of: non-ferrous metals, plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

Q2.3: What are manufactured products (with examples)?

A2.3: From OMB Guidance M-22-11: “...all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation...” The manufactured products category would cover the

majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

(b) The EPA [Memorandum on Build America Act Implementation Procedures for the EPA Office of Water Federal Financial Assistance Programs dated November 3, 2023](#) provides example lists of products classified as Iron and Steel and Manufactured Products.

F. Waivers

1. Types of Waivers

Pursuant to Section 70914(c) of the BABA Act, EPA may waive Buy America preference where EPA finds that:

- a. Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- b. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- c. Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

2. Applying for a Waiver

a. EPA issued waivers

- i. A list of EPA issued waivers is available at the following site:
<https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>
- ii. The Owner and Contractor must submit a written request to the Colorado SRF program for approval of an EPA issued waiver.
- iii. A waiver is not approved until written approval has been issued by the Colorado SRF program or the EPA (if required by the waiver).
 1. Exception: Use of the [Public Interest: DeMinimis General Applicability Waiver of Section 70914\(a\) of P.L. 117-58, Build America, Buy America Act, 2021 for US EPA Financial Assistance Awards and Procurements issued October 21, 2022](#) does not require prior approval; however the Owner and Contractor must submit written notification that the waiver will be used, and DeMinimis compliance documentation must be submitted as described in this specification to demonstrate compliance with the waiver.

b. Project specific waivers

- a. The Owner and Contractor must notify the state agency in writing prior to applying for a waiver. The assistance recipient should email the request in the form of a Word document (.doc) or editable PDF (.pdf) to the funding program. The state designee(s) will review the application for the waiver and determine whether the necessary information has been included.
- b. After receiving an application for a waiver, EPA will perform market research to determine whether the iron, steel, manufactured goods, or construction materials are available domestically, or whether the items are cost prohibitive.
- c. After research, if no domestic product has been identified, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be

found at: <https://www.epa.gov/cwsrf/build-america-buy-america-baba-waivers-open-public-comment>

- d. After receiving an application for waiver of the BABA requirements, EPA will determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to determine whether or not to grant the waiver.
- e. Signature of waiver approval by the Administrator or another agency official with delegated authority - As soon as the waiver is signed and dated, EPA will notify the State SRF program and post the signed waiver on the Agency's website. The assistance recipient should keep a copy of the signed waiver in its project files.
- f. A waiver is not approved until EPA has fully completed the approval process as described above and the Owner and Contractor must not rely on the waiver to meet the BABA requirements until the waiver is approved.

G. Compliance Documentation

1. Compliance with the BABA requirements is essential for the duration of the project. If a project is found to be out of compliance or fails to provide required documentation with the BABA requirements, funding may be withheld until the issue is rectified or other measures may be implemented as described herein.
 - a. Compliance is assessed where the domestic product is used (or installed) at the project site. Proper compliance documentation, whether it is a BABA certification letter or a waiver, should accompany a product prior to its "use", in accordance with Section 70914(a) of IIJA.
 - b. Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to Colorado SRF program upon request. The documentation may be received and maintained in hard copy or electronically.
 - c. All BABA compliance documentation must be maintained by the contractor onsite for the duration of the project,
 - d. Upon completion of the project, the documentation must be provided to the Owner and maintained for at least three years after project completion.
2. Required Documentation
 - a. **BABA Product Certification Letters:** The contractor must collect certified letters for all products that fall underneath the BABA Requirements. At minimum the certification letter must include the following elements:
 1. Specific project reference
 2. Specific List of Products
 3. Location of Manufacturing (city and state)
 4. Signature of authorized manufacturer representative
 5. Reference to the Build America, Buy America Act and that the products comply with the BABA Requirements.

Note: For products that are considered "Iron or Steel" as defined in the BABA requirements a product certification letter including elements 1 through 4 listed above and certifying compliance with the EPA American Iron and Steel requirement are acceptable.
 - b. **SRF BABA Product Tracking Log:** The contractor must maintain a tracking log of all the products that must comply with the BABA Requirements categorizing each product as either an "Iron or Steel" product, a "Manufactured Product", or a "Construction Material" and the tracking log must document that a BABA certification has been collected for each product. The contractor must submit the

tracking log with each pay application and it must be included in each reimbursement requisition submitted to the Colorado SRF program.

1. The Colorado SRF Program will review the product log and request submission of BABA certification letters as needed during reimbursement requisition review to verify BABA Requirements compliance.
- c. **SRF BABA Pay Application Certification Form:** The assistance recipient must sign and submit the form with each reimbursement requisition. Reimbursement requisitions will not be processed until the signed form is submitted and failure to submit the signed certification form may result in considering the project out of compliance with this specification and the BABA requirements.

Section 12

Administration of the Clean Air Act and the Federal Water Pollution Control Act

- I. The SRF assistance recipients may not procure goods, services, or materials from listed suppliers. The state must also certify that assistance to borrowers that are not in compliance with the laws will only be awarded for projects that remedy the violations and return the facility to compliance.
 - A. Both the Clean Air Act (CAA) and the Clean Water Act (CWA) prohibit federal agencies from procuring goods or services from—or extending assistance by way of grant, loan or contract to — persons who have been convicted of violations of either law. [Executive Order No. 11738](#) was issued to coordinate enforcement of these provisions by conferring certain responsibilities on the EPA Administrator. Under section 2(b) of Executive Order No. 11738, the Administrator

shall... designate facilities which have given rise to a conviction for an offense under (the criminal provisions of the CAA and the CWA).

The Executive Order also prohibits federal agencies from extending assistance to facilities that are not in compliance with either Act. Section 3(b) of Executive Order No. 11738 provides that:

(N)o federal agency authorized to extend federal assistance by way of grant, loan or contract shall extend such assistance in any case in which it is to be used to support any activity or program involving the use of a facility then designated by the Administrator pursuant to section 2.

The prohibition of section 3(b) does not apply if the purpose of the assistance is to remedy the cause of the CAA or CWA violation.

Section 13

Uniform Relocation Assistance and Real Property Acquisition Policies Act

- I. Projects receiving SRF assistance in an amount equal to the capitalization grant must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act's (the Uniform Relocation Act) implementing regulations at 49 CFR 24.101 through 24.105. The cost of complying with the Uniform Relocation Act is an eligible cost that can be included in the SRF loan. The state SRF agency must certify that state rules governing land acquisition and relocation assistance are consistent with the purposes of the Uniform Relocation Act or that SRF assistance recipients will comply with federal law, and that assistance recipients will be required to comply with the appropriate rules. A key aspect of the law is to require use of a professional appraisal to determine the fair market value as a basis for establishing the offer price. In the DWSRF program there is a specific requirement in the Safe Drinking Water Act (SDWA) that any land acquired must be from a willing seller. SDWA §1452(a)(2)(E). The term "willing seller" means that the property owner voluntarily agrees to the terms and conditions of the purchase without compulsion to sell.
- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act establishes a uniform policy for fair and equitable treatment of persons who are displaced from their homes, farms, or businesses to make way for federal or federally assisted projects. It provides basic guidelines for negotiating the acquisition of real property by the federal government. The Act also requires agencies to reimburse individuals for actual and reasonable expenses incident to relocation, such as moving costs, direct loss of tangible personal property associated with moving or discontinuing a business, and expenses involved in searching for a replacement home or business site.

Section 305 of the Uniform Relocation Act prohibits federal agencies from:

approv(ing) any program or project or any grant to, or contract or agreement with, a state agency or person provided such authority by regulation under which federal financial assistance will be available to pay all or part of the cost of any program or project which will result in the acquisition of real property... unless (the state provides assurances) that—

(1) in acquiring real property it will be guided, to the greatest extent practicable under state law, by the land acquisition policies (of title III of the Act), and

(2) property owners will be paid or reimbursed for necessary expenses as specified (in the title III provisions). (42 U.S.C. § 4655 (1988))

The Uniform Relocation Act was significantly amended in 1987 by the Surface Transportation and Uniform Relocation Assistance Act, Pub. L. No. 100-17, 101 Stat. 132. The 1987 Amendments assigned implementation responsibility to the Department of Transportation. The amendments also enhanced state and local autonomy by authorizing certification of state and local programs which are carried out in accordance with state laws that are consistent with the Act. (42 U.S.C. § 4606 (1988)).

The Uniform Relocation Act was further amended in 1997 to provide that a displaced person is not eligible to receive relocation payments or any other assistance under the Act if the displaced person is an alien not lawfully present in the United States, unless

such ineligibility would result in exceptionally and extremely unusual hardship to the alien's spouse, parent, or child and such relative is a citizen or an alien admitted for permanent residence. (42 U.S.C. § 4605).

II. Additional References

- [49 CFR Part 24](#) (Department of Transportation regulations incorporated by reference at [40 CFR Part 4](#))

Section 14

SRF Required Forms by Section

SRF forms can be found at the following website:

<https://cdphe.colorado.gov/state-revolving-fund-information>

The list of forms are below. Please contact your SRF Project Manager if you have any questions.

Section 1 - Davis Bacon Prevailing Wages

- Davis Bacon Certification Form (SRF form);
- [WH-347](#) - Contractors Payroll Form;
- Standard Form 1444 - Request for Authorization of Additional Classification and Rate;
- Standard Form 1445 - Labor Standards Interview Form.

Section 2 - American Iron and Steel

- SRF American Iron and Steel Certification Form
- SRF American Iron and Steel Product Log

Section 3 - National Term on Suspension and Debarment

- Suspension and Debarment Certification

Section 4 - Civil Rights Laws

- No applicable forms.

Section 5 - Equal Employment Opportunity and Affirmative Action Requirements

- No applicable forms.

Section 6 - Williams-Steiger Occupational Safety and Health Act of 1970

- No applicable forms.

Section 7 - Discovery of Archaeological and Other Historical Items

- No applicable forms.

Section 8 - Disadvantaged Business Enterprise (DBE)

- Form 6100-2 provided by prime contractor and completed by DBE subcontractor and submitted to the CDPHE GLU project manager.
- Form 6100-3 completed by prime contractor and DBE subcontractor and submitted to CDPHE GLU project manager as part of their bid.
- Form 6100-4 completed by prime contractor and submitted as part of their bid.
- DBE Form B completed by prime contractor submitted to cdphe_grantsandloans@state.co.us.

Section 9 - Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

- No applicable forms.

Section 10 - Signage Requirements

- No applicable forms, reference [Guidelines for Enhancing Public Awareness of SRF Assistance Agreements](#) and [SRF agency logo files](#)

Section 11 - Build America, Buy America

- SRF BABA Product Tracking Log
- SRF BABA Pay Application Certification Form

Section 12 - Administration of the Clean Air Act and the Federal Water Pollution Control Act

- No applicable forms.

Section 13 - Uniform Relocation Assistance and Real Property Acquisition Policies Act

- No applicable forms

"General Decision Number: C020250001 09/12/2025

Superseded General Decision Number: C020240001

State: Colorado

Construction Type: Building

Counties: Alamosa, Archuleta, Baca, Bent, Chaffee, Cheyenne, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Grand, Gunnison, Hinsdale, Huerfano, Jackson, Kiowa, Kit Carson, La Plata, Lake, Las Animas, Lincoln, Logan, Mineral, Moffat, Montezuma, Montrose, Morgan, Otero, Ouray, Phillips, Pitkin, Prowers, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel, Sedgwick, Summit, Washington and Yuma Counties in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	03/14/2025
3	03/28/2025
4	05/16/2025
5	07/11/2025
6	07/18/2025
7	07/25/2025
8	08/08/2025
9	08/15/2025
10	09/05/2025
11	09/12/2025

ASBE0028-004 07/01/2025

ALL COUNTIES EXCEPT ARCHULETA, CONEJOS, COSTILLA, LA PLATA AND MONTEZUMA

Rates	Fringes

Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 36.98	16.82

ASBE0076-002 01/01/2025

ARCHULETA, CONEJOS, COSTILLA, LA PLATA AND MONTEZUMA

Rates	Fringes

Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems).....	\$ 36.60	11.83

BRC00007-003 05/01/2024

ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CHEYENNE, CONEJOS, COSTILLA, CROWLEY, CUSTER, DOLORES, FREMONT, HINSDALE, HUERFANO, KIOWA, KIT CARSON, LA PLATA, LAS ANIMAS, LINCOLN, MINERAL, MONTEZUMA, PROWERS, SAGUACHE & SAN JUAN COUNTIES

Rates	Fringes

BRICKLAYER.....	\$ 32.93	14.29

BRC00007-009 05/01/2024

DELTA, GARFIELD, GRAND, GUNNISON, JACKSON, LAKE, LOGAN, MOFFAT,

MONTROSE, MORGAN, OTERO, OURAY, PHILLIPS, RIO BLANCO, RIO GRANDE, SAN MIGUEL, SEDGWICK, WASHINGTON & YUMA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.93	14.29

BRC0007-010 01/01/2024		

EAGLE, PITKIN, ROUTT & SUMMIT COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.37	15.21

CARP9901-006 05/01/2024		

Baca, Bent, Chaffee, Cheyenne, Clear Creek, Crowley, Custer, Delta, Eagle, Elbert, Fremont, Garfield, Gilpin, Grand, Gunnison, Huerfano, Jackson, Kiowa, Kit Carson, Lake, Las Animas, Lincoln, Logan, Moffat, Montrose, Morgan, Otero, Ouray, Park, Phillips, Pitkin, Prowers, Rio Blanco, Routt, Saguache, Sedgwick, Summit, Teller, Washington and Yuma Counties, Colorado

	Rates	Fringes
Carpenters: Formbuilding/Formsetting, Drywall Hanging/Framing and Metal Stud Work.....	\$ 33.11	12.17

CARP9901-007 05/01/2024		

	Rates	Fringes
CARPENTER Formbuilding/Formsetting, Drywall Hanging/Framing and Metal Stud Work.....	\$ 33.11	12.17

* ELEC0012-010 09/01/2025		

ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CONEJOS, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, RIO GRANDE AND SAGUACHE COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.40	16.06

ELEC0068-007 06/01/2025		

EAGLE, GRAND, JACKSON, LAKE, LOGAN, MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON AND YUMA COUNTIES

	Rates	Fringes
ELECTRICIAN..... (Including low voltage wiring and installation of fire alarms, telephones, computers and temperature controls	\$ 46.80	19.53

ELEC0111-006 01/01/2025

DELTA, GARFIELD, MONTROSE, and RIO BLANCO COUNTIES in COLORADO.

	Rates	Fringes
ELECTRICIAN.....	\$ 31.75	13.25
(Including low voltage wiring and installation of fire alarms, telephones, computers and temperature controls)		

ELEC0111-009 01/01/2025

DOLORES, GUNNISON, HINSDALE, LA PLATA, MOFFAT, MONTEZUMA, OURAY, PITKIN, ROUTT, SAN JUAN and SAN MIGUEL COUNTIES in COLORADO.

	Rates	Fringes
ELECTRICIAN.....	\$ 36.95	14.41
(Including low voltage wiring and installation of fire alarms, telephones, computers and temperature controls)		

ELEC0111-013 01/01/2025

DELTA, GARFIELD, MONTROSE, and RIO BLANCO COUNTIES in COLORADO.

	Rates	Fringes
ELECTRICIAN.....	\$ 31.75	13.25
(Including low voltage wiring and installation of fire alarms, telephones, computers and temperature controls)		

ELEC0113-003 06/01/2025

CHEYENNE, KIT CARSON & LINCOLN COUNTIES

	Rates	Fringes
ELECTRICIAN (Including low voltage wiring and installation of fire alarms, telephones, computers and temperature controls).....	\$ 40.70	18.47

ELEV0025-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 56.57	38.435+a+b

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

IRON0024-002 11/01/2024

	Rates	Fringes
Ironworker, reinforcing and		

structural.....	\$ 39.21	12.50

LAB00720-003 05/01/2021

Rates	Fringes

LABORER

Concrete/Mason Tenders.....	\$ 21.10	7.89

PAIN0930-001 07/01/2025

Rates	Fringes

GLAZIER.....	\$ 37.26	13.15

PLAS0577-001 05/01/2024

Rates	Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 33.73	14.00

PLUM0003-006 06/01/2025

GRAND, JACKSON, LAKE, LOGAN, MORGAN, PHILLIPS, SEDGWICK,
SUMMIT, WASHINGTON, AND YUMA. PARTS OF ELBERT, EAGLE, KIT
CARSON & LINCOLN COUNTIES

Rates	Fringes

PLUMBER

(Including HVAC Work).....	\$ 47.23	21.68

PLUM0058-009 07/01/2024

ALAMOSA, BACA, BENT, CHAFFEE, CHEYENNE, CONEJOS, COSTILLA,
CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, KIT CARSON
(Including towns of Dfalgler, Seibert, Vona, Stratton and
Bethune), LAS ANIMAS, LINCOLN (Including towns of Geona and
Arriba in the southern portion of the county), MINERAL, OTERO,
PROWERS, RIO GRANDE, AND SAGUACHE COUNTIES

Rates	Fringes

PLUMBER/PIPEFITTER

(Plumbers include HVAC
work)

(Pipefitters exclude HVAC
work).....

\$ 41.40	17.17

PLUM0145-001 07/01/2025

ARCHULETA, DELTA, DOLORES, EAGLE (Eagle County is divided from
where Pitkin and Lake Counties join on the north, and in a
straight line to and including the town of Edwards and
northerly to the south east corner of Routt County), GARFIELD,
GUNNISON, HINSDALE, LA PLATA, MOFFAT, MONTEZUMA, MONTROSE,
OURAY, PITKIN, RIO BLANCO, ROUTT, SAN JUAN AND SAN MIGUEL
COUNTIES

Rates	Fringes

PLUMBER/PIPEFITTER

PLUMBERS (Including HVAC
work) & PIPEFITTERS
(Excluding HVAC work).....\$ 41.32 16.01

PLUM0208-005 06/01/2025

CLEAR CREEK, GILPIN, GRAND, JACKSON, LAKE, LOGAN, MORGAN,
PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON, YUMA. PARTS OF ELBERT,
EAGLE, KIT CARSON, LINCOLN, AND PARK COUNTIES

	Rates	Fringes

PIPEFITTER		
(Excluding HVAC pipe).....\$ 45.40		22.11
(Excluding HVAC work).....\$ 43.40		22.11

ROOF0058-001 05/01/2025

	Rates	Fringes

ROOFER.....\$ 32.90		6.18

SHEE0009-001 07/01/2024

	Rates	Fringes

Sheet metal worker (Includes HVAC duct and installation of HVAC systems).....\$ 39.47		21.78

* SUC02001-008 12/20/2001

	Rates	Fringes

Carpenters:		
Acoustical.....\$ 15.69 **		3.15
All other Work.....\$ 15.94 **		3.41
Drywall Finisher/Taper.....\$ 14.44 **		2.19
Laborer, common.....\$ 9.75 **		
PAINTER.....\$ 15.19 **		
(Excluding drywall finishing/taping) Brush, Roller, Spray		
Power equipment operators:.....\$ 13.41 **		
Backhoe		

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"

WORK CHANGE DIRECTIVE NO.: [NO. OF WORK CHANGE DIRECTIVE]

		Project No.
Owner:	Town of Frisco	
Owner's Advisor:	Plummer Associates, Inc.	4131-002-09
Engineer:	Plummer Associates, Inc.	4131-002-09
Construction Manager at Risk:		
Project:	Well 7 PFAS Mitigation Improvements	
Contract Name:		
Work Authorization:		
Date Issued:		Effective Date of Work Change Directive:

Construction Manager at Risk is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work].

Attachments:

[List documents related to the change to the Work].

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work].

This directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following.

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Guaranteed Maximum Price:	\$		[increase] [decrease] [not yet estimated].
Contract Time:		days	[increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Issued by Owner's Advisor	Authorized by Owner
By:			
Title:			
Date:			

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CHANGE ORDER NO.: [NO. OF CHANGE ORDER]

		Project No.
Owner:	Town of Frisco	
Owner's Advisor:	Plummer Associates, Inc.	4131-002-09
Engineer:	Plummer Associates, Inc.	4131-002-09
Construction Manager at Risk:		
Project:	Well 7 PFAS Mitigation Improvements	
Contract Name:		
Work Authorization:		
Date Issued:		Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change].

Attachments:

[List documents related to the change].

Change in Guaranteed Maximum Price

Original Guaranteed Maximum Price this Work Authorization

Net **[Increase]** **[Decrease]** from previously approved Change Orders No. 1 to
No. **[Number of previous Change Order]**

Guaranteed Maximum Price prior to this Change Order

[Increase] [Decrease] this Change Order:

Guaranteed Maximum Price incorporating this Change Order:

Notes to User—Work Authorizations will not have specified Contract Times unless completion of the Work Package is a designated Milestone. Check the appropriate box for this Work Authorization.

Change in Contract Times for Work Authorization

- ☐ Work in this Work Authorization has not been designated as a Milestone—CMAR is to complete Work in this Work Authorization so the Work as a whole will reach Substantial Completion by the date designated in the Agreement.
- ☐ Work in this Work Authorization has been designated as a Milestone—The completion dates for this Work Authorization are modified by this Change Order as shown below.

	Original	Previous	Current
Substantial Completion Date	_____	_____	_____
Final Completion Date	_____	_____	_____

Issued by Owner's Advisor	Authorized by Owner
By: _____	_____
Title: _____	_____
Date: _____	_____

Recommended by Engineer (if required)	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

FIELD ORDER NO.: [NO. OF FIELD ORDER]

		Project No.
Owner:	Town of Frisco	
Owner's Advisor:	Plummer Associates, Inc.	4131-002-09
Engineer:	Plummer Associates, Inc.	4131-002-09
Construction Manager at Risk:		
Project:	Well 7 PFAS Mitigation Improvements	
Contract Name:		
Work Authorization:		
Date Issued:		Effective Date of Field Order:

Construction Manager at Risk is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in the Guaranteed Maximum Price or Contract Times. If Construction Manager at Risk considers that a change in Guaranteed Maximum Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

	Approved by Engineer	Issued by Owner's Advisor
By (signature):		
Name (printed):		
Title:		

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CONTRACT AMENDMENT NO.: [NO. OF CONTRACT AMENDMENT]

		Project No.
Owner:	Town of Frisco	
Owner's Advisor:	Plummer Associates, Inc.	4131-002-09
Engineer:	Plummer Associates, Inc.	4131-002-09
Construction Manager at Risk:		
Project:	Well 7 PFAS Mitigation Improvements	
Contract Name:		
Contract Amendment:		
Date Issued:		Effective Date of Contract Amendment:

The Contract is modified as follows upon execution of this Contract Amendment:

Reference (if applicable):

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the modification. For modifications of the Contract's terms and conditions, include specific references to the modified Contract Document—for example, the General Conditions—and attach a mark-up or detailed description of the revision.]

Attachments:

[List documents related to the modification].

Change in Contract Price

Original Contract Price this Work Authorization	
Net [Increase] [Decrease] from previously approved Contract Amendment(s)	
No. 1 to No. [Number of previous Contract Amendment]	
Contract Price prior to this Contract Amendment	
[Increase] [Decrease] this Contract Amendment:	
Contract Price incorporating this Contract Amendment:	

Change in Contract Times for Contract Amendment

- ☐ The completion dates are not modified by this Contract Amendment—CMAR is to complete Work so Project will reach Substantial Completion by the date designated in the Agreement.
- ☐ The completion dates are modified by this Contract Amendment as shown below.

	Original	Previous	Current
Substantial Completion Date	_____	_____	_____
Final Completion Date	_____	_____	_____

	CMAR	Owner
By:	_____	_____
Title:	_____	_____
Date:	_____	_____
	Recommended by Engineer (if required)	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

GUARANTEED MAXIMUM PRICE AGREEMENT

This Guaranteed Maximum Price Agreement (this “Agreement”) is entered into this 24th day of March, 2026, by and between the Town of Frisco, a Colorado municipality, and Hensel Phelps Construction Co., a Colorado corporation.

RECITALS

- 1. The Town of Frisco, Colorado, as Owner, and Hensel Phelps Construction Co., as Construction Manager at Risk, have entered into that certain Agreement Between Owner and Construction Manager at Risk, dated on or about January 27, 2026 (the “Construction Agreement” or “CMAR - 525”); and
- 2. This Agreement sets forth the binding Guaranteed Maximum Price (“GMP”) for the work under the Construction Agreement pursuant to Article 11, Section 11.03 thereof.

AGREEMENT

- 1. The final and binding GMP is **\$8,092,101.70** for the scope of work described in CMAR-525 Exhibits A and Exhibit B.
- 2. Terms used herein shall be as defined and/or shall have the meanings set forth in the Construction Agreement, and notwithstanding any provision of the Construction Agreement, upon its mutual execution, this Guaranteed Maximum Price Agreement shall be a Contract Document.
- 3. Pursuant to CMAR-525 Article 9.01.B, all Work to be provided by CMAR is to be authorized by the issuance of a Work Authorization specifying or referencing the scope of Work to be conducted. This form does not constitute a Work Authorization.

This Guaranteed Maximum Price Agreement is executed to be effective on the 24th day of March, 2026.

Town of Frisco, a Colorado municipality:

Hensen Phelps Construction Co., a Colorado corporation

Frederick J. Ihnken, Mayor

Name: _____
Title: _____

Attest:

Stacey Campbell, Town Clerk