

PRECONSTRUCTION SERVICES AGREEMENT

THIS PRECONSTRUCTION SERVICES AGREEMENT (the “Agreement”) is made between the **CITY OF LITTLETON, COLORADO**, a home rule and municipal corporation of the State of Colorado (the “City”) and **AMES CONSTRUCTION, INC., a CORPORATION OF MINNESOTA** authorized to do business in Colorado, whose address is 7001 Tower Road, Suite D, Denver, CO 80249 (“Contractor” or “CM/GC”), jointly (“the Parties”).

RECITALS

WHEREAS Project Downtown is a comprehensive initiative to reimagine and reinvest in the heart of Littleton, ensuring Main Street and the surrounding areas remain vibrant, safe, and economically sustainable for decades to come; and

WHEREAS the Project Downtown Concept Plan was adopted by the Littleton City Council in November of 2024 and serves as a guide to improve mobility, connectivity, pedestrian safety, wayfinding, and streetscape enhancements in Downtown Littleton; and

WHEREAS Main Street was identified as the top priority and selected as Phase I of the larger Project Downtown program; and

WHEREAS in accordance with Title 1, Chapter 15 of the Littleton Municipal Code (“Code”), the City issued a Request for Qualifications No. 28-2025 (“RFQ”) seeking an experienced Construction Management/General Contractor (“CM/GC”) to provide certain services for Main Street Improvements, Phase I of Project Downtown (the “Project”); and

WHEREAS the City’s solicitation sought a contractor to furnish all CM/GC work and services including preconstruction services and construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, construction administration, management, supervision, coordination and everything necessary and required to complete the Project on an expedited basis and within budget, while satisfying the City’s longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and in compliance with all applicable regulatory requirements; and

WHEREAS in addition to performing the preconstruction services, the CM/GC shall deliver to the City a Construction Agreed Price proposal and a Project completion schedule (“CAP Proposal”), by which the CM/GC, if accepted, will agree to perform all of the construction services and other work required to complete the Project in accordance with a City-approved CAP Proposal; and

WHEREAS formal proposals received in response to the referenced RFQ were initially evaluated based on the City’s established qualifications and technical criteria. Shortlisted proposers were subsequently assessed through interviews, and the final selection was determined using sealed fee proposals; and

WHEREAS based upon that evaluation, Contractor was selected to provide preconstruction services for the Project; and

WHEREAS the City and CM/CG elect to enter into this Agreement to provide preconstruction services. The City, in its sole discretion, and in accordance with this Agreement, may elect to enter into a separate Construction Contract with the CM/GC at a later date.

TABLE OF CONTENTS

- AGREEMENT 3
- GENERAL PROVISIONS 3
 - 1.1 CONTRACT DOCUMENTS 3
 - 1.2 DEFINITIONS 4
 - 1.3 RELATIONSHIP OF THE PARTIES 7
 - 1.4 INFORMATION AND SERVICES 8
 - 1.5 PROJECT DELIVERY 9
- PROJECT 10
 - 2.1 PROJECT; PHASE AUTHORIZATION 10
 - 2.2 DESIGN AND PRECONSTRUCTION PHASE 11
- OWNER’S REP AND KEY PERSONNEL 24
 - 3.1 OWNER’S DESIGNATED REPRESENTATIVE 24
 - 3.2 PERSONNEL 24
- COMPENSATION 25
 - 4.1 COMPENSATION 25
 - 4.2 PAYMENT OF INVOICES 26
 - 4.3 WITHHOLDINGS AND FINAL PAYMENT 27
 - 4.4 CANCELLATION OF PROJECT PRIOR TO CONSTRUCTION PHASE 27
- INSURANCE 27
 - 5.1 INSURANCE 27
 - 5.2 MINIMUM COVERAGES 28
 - 5.3 ADDITIONAL INSURANCE REQUIREMENTS 29
- INDEMNIFICATION 30
- TERMINATION 30
 - 7.1 TERMINATION 30
- MISCELLANEOUS PROVISIONS 31
 - 8.1 PROPRIETARY OR CONFIDENTIAL INFORMATION 31
 - 8.2 AUDIT; RECORD-KEEPING 32
 - 8.3 ADDITIONAL TERMS AND CONDITIONS 33
 - 8.4 TAXES AND LICENSES 33
 - 8.5 COMPLIANCE WITH KEEP JOBS IN COLORADO ACT 33
 - 8.6 WARRANTY OF NON-COLLUSION 34
 - 8.7 NOTICE 34
 - 8.8 STATUS OF CM/GC 34

8.9	CONFLICT OF INTEREST.....	34
8.10	COMPLIANCE WITH LAWS.....	34
8.11	DISCRIMINATION IN EMPLOYMENT PRACTICES PROHIBITED.....	35
8.12	IMMUNITY.....	35
8.13	INFORMATION TECHNOLOGY – ACCESSIBILITY.....	35
8.14	ASSIGNMENT.....	36
8.15	COMPLETE AGREEMENT.....	36
8.16	AMENDMENT IN WRITING.....	36
8.17	SEVERABILITY.....	36
8.18	HEADINGS; RECITALS; EXHIBITS.....	36
8.19	TIME OF PERFORMANCE.....	36
8.20	WAIVER.....	36
8.21	NO THIRD-PARTY BENEFICIARIES.....	37
8.22	NO REQUIREMENTS CONTRACT.....	37
8.23	APPLICABLE LAW; JURISDICTION; VENUE.....	37
8.24	ATTORNEYS’ FEES.....	37
8.25	NO ARBITRATION.....	38
8.26	SURVIVAL.....	38
8.27	AUTHORIZATION.....	38
8.28	ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.....	38

AGREEMENT

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows

**ARTICLE I
GENERAL PROVISIONS**

1.1 CONTRACT DOCUMENTS

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

No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the Parties.

1. This Executed Preconstruction Services Agreement, including any referenced exhibits;
2. General Conditions; Littleton Engineering Design Standards and Specifications
3. Supplementary and/or Special Conditions;
4. Scope of Work for Part A: Preconstruction Services (**Exhibit A**)
5. Preconstruction Services Fee (**Exhibit B**)
6. Reimbursable Cost Matrix
7. Allowances Schedule
8. Contingency Definitions and Contingency Management Procedures
9. Construction Agreed Price (“CAP”) Exhibits, including supporting assumptions and clarifications
10. Baseline Project Schedule and all approved schedule updates
11. Design Documents, including Basis of Design, drawings, specifications, and reference reports issued for pricing or construction
12. Subcontractor Procurement and Quantities, Takeoffs, and Unit Price Development Procedures
13. Bonding Capacity Affirmation Letter
14. Documentation Evidencing Certificates of Insurance
15. Responsibility Matrix (**Exhibit C**)
16. Key Personnel Commitments and Staffing Plan (**Exhibit D**)
17. Applicable City codes, policies, and regulations referenced herein
18. All written Addenda, Amendments, Change Orders, and other modifications executed after contract award

1.2 DEFINITIONS

Allowance. The amounts shown in CM/GC’s CAP Proposal, together with such further allowances as may be agreed upon by the Parties as the Project progresses.

Basis of Estimate (“BOE”). The documented assumptions, methodologies, quantities, production rates, labor and equipment rates, contingency assumptions, exclusions, design information, and level of detail that underlie any cost estimate, cost model, or CAP submitted by the CM/GC. The BOE shall identify all supporting information used to develop the estimate and shall be prepared in accordance with the open-book requirements and pricing milestone process established in this Agreement.

Baseline Schedule. The City approved initial Project Schedule that establishes the critical path, logic ties, sequencing, and durations used to manage and measure progress throughout the design, preconstruction, and construction.

Bid Package(s). The set of documents that contains the detailed statement or scope of the Work, schedule, drawings and specifications, and general or supplementary conditions applicable to a portion, component or phase of the construction.

Construction Agreed Price. The Construction Agreed Price, or “CAP”, represents the mutually agreed-upon, negotiated maximum amount payable for the Work, inclusive of all

risk contingencies (bid and construction contingencies). The CAP is not the Fixed Limit of Construction Cost (“FLOCC”), and unilateral reallocation of contingencies, allowances, or projects savings shall not be permitted.

Construction Phasing Strategy. The plan prepared by the CM/GC to sequence construction activities in a manner that maintains business access, addresses traffic and pedestrian mobility, considers utility coordination, and minimizes disruptions. The Construction Phasing Strategy must be coordinated with design progression and updated throughout preconstruction.

Fixed Limit of Construction Cost. The Fixed Limit of Construction Cost, or “FLOCC”, is the budgetary estimate for construction, representing the maximum available budget for construction, inclusive of CAP, direct costs of Work, general conditions, contingencies, allowances, bonds, and CM/GC fees for the Project, as defined herein, and as may be further amended by City.

Long-Lead Procurement Risk. Any risk associated with materials, equipment, or specialty items requiring extended fabrication, manufacturing, or delivery times that could impact cost, schedule, or construction sequencing. Long-Lead Procurement Risk must be identified in the Project Schedule, BOE, and monthly schedule updates.

Milestone Dates. The interim dates established by the City – such as Design Milestones, permit submissions, procurement release dates, CAP development checkpoints, and construction phasing transitions – that the CM/GC must meet to support timely completion of the Work.

Open-Book Requirements. The obligation of the CM/GC to maintain transparent, fully auditable cost records and to provide the City access to all subcontractor bids, quotes, labor and equipment rates, production assumptions, quantity takeoffs, contingency usage, cost models, ledgers, and any other documentation necessary to establish or validate the CAP.

Pricing Milestone Process. The structured, iterative process conducted at each 30%, 60%, and 90% design stage to update the cost model, BOE, production rates, schedule, risk assignments, and contingency allocations, to reconcile costs with the Independent Cost Estimator, and to develop the CAP.

Production Constraints. Limitations or conditions affecting construction productivity, such as site access, business operations, pedestrian movements, traffic management, seasonal conditions, staging areas, or utility conflicts. Production Constraints must be reflected in the Project Schedule, BOE, and Construction Phasing Strategy.

Project Schedule: The time-based plan prepared, maintained, and updated by the Contractor that defines the sequence, duration, and logical relationships of activities required to perform the Work in accordance with the Contract Documents, establishes the planned start and completion dates for the Work and its major phases and milestones, identifies the critical path and material constraints and dependencies, reflects the Contractor’s means, methods, sequencing, and staffing assumptions, and serves as the

primary tool for coordinating the Work, monitoring progress, and evaluating the time impacts of changes, all in a manner consistent with the approved Project milestones, phasing, and contractual completion requirements.

Project Team. The CM/GC, the City, the Owner's Rep, ICE and the Design Consultant shall comprise the Project Team.

Recovery Schedule. The revised schedule submitted by the CM/GC when the Project falls behind the Baseline Schedule, showing recovery measure, resequencing, or resource modifications needed to meet the Milestone Dates and Overall Completion Date.

Risk Allocation Framework. The documented assignment of risks between the City and the CM/GC established during the pricing milestones, including the identification of City-controlled risks, Contractor-controlled risks, shared risks, Construction Contingency items, Bid Contingency items, and any assumptions supporting the CAP.

Risk Management. The ongoing, collaborative process of identifying, evaluating, allocating, mitigating, and monitoring risks throughout preconstruction and construction. Risk Management includes maintaining the Risk Register, performing Schedule Risk Analyses, updating cost and schedule assumptions, and coordinating mitigation strategies with the City, Design Consultant, Owner's Representative, and ICE.

Risk Register. The continuously updated log of all identified risks, including risk descriptions, likelihood, impact, owner, mitigation strategies, cost effects, schedule effects, and status. The Risk Register is jointly maintained by the CM/GC, City, Owner's Representative, and ICE and must be updated at each Design Milestone and monthly during preconstruction.

Schedule Narrative. The written explanation accompanying each schedule submissions that outlines assumptions, logic ties, phasing, long-lead items, man-hour allocations, procurement sequencing, and risk considerations embedded in the Project Schedule.

Schedule Risk. Any factor that could adversely affect the timely completion of the Project, including design delays, outstanding decisions, utility conflicts, permitting requirements, long-lead procurement, market conditions, production rate assumptions, impact to business access, or third-party coordination.

Schedule Risk Analysis. The evaluation performed by the CM/GC at each Design Milestone to identify risks that may delay design progression, preconstruction deliverables, procurement sequencing, or construction activities. The analysis shall assess float erosion, long-lead material exposure, escalation timing, phasing constraints, production assumptions, external approval dependencies, and impacts to the Overall Completion Date. Schedule Risk Analysis informs updates to the Risk Register, BOE, and CAP Development.

Schedule of Values ("SOV"). The documented detailed allocation of the CAP to various portions of the Work detailed within the construction schedule.

Work. The “Work” refers to the services to be performed by the CM/GC throughout the design and preconstruction of the Project, including those services to be self-performed by the CM/GC with its own forces or through third-parties, including subcontractor(s) or consultant(s), required by the Contract Documents, and includes all labor, materials, equipment, and services provided or to be provided by the CM/GC to fulfill the CM/GC’s obligations. The CM/GC shall fully execute the Work described in the Contract Documents or reasonably inferable therefrom as necessary to produce the results indicated by the Contract Documents to achieve a complete Project that can be utilized by City for its intended use and purpose, except as specifically indicated in the Contract Documents to be the responsibility of others for whom the CM/GC is not responsible.

1.3 RELATIONSHIP OF THE PARTIES

The design consultant for the Project shall be referred to as the “Consultant” or “Design Consultant.” The Design Consultant responsibilities include preparing and advancing design documents, supporting value engineering and constructability reviews, coordinating independent cost estimating, and developing phasing strategies and compliance documentation to inform construction and future capital planning. Design shall be delivered in two sequential phases: *Part A – Preliminary Design* and *Part B – Final Design*.

The owner’s representative shall be referred to herein as “Owner’s Rep.” Owner’s Rep shall manage the technical consultants, facilitate collaboration with community stakeholders and business owners, and ensure the design reflects the City’s vision and priorities. The role will also include monitoring budget and schedule performance, risk management, guiding value engineering and constructability reviews, and preparing phasing strategies and compliance documentation to inform future construction and capital planning.

The independent cost estimator for the Project shall be referred to herein as “ICE”. The ICE shall be responsible for developing milestone-based cost models, preparing independent estimates, reconciling costs with the CM/GC, and validating all assumptions used in the CAP. The ICE will also provide market condition analyses, escalation forecasts, and cost-based risk quantification. The role includes supporting value engineering workshops, quantifying potential risk costs, and ensuring transparent, defensible cost documentation for City Council and leadership decision-making.

CM/GC accepts the relationship of trust and confidence established with the City by this Agreement, and covenants with the City to furnish its reasonable skill and judgment and to cooperate with the Design Consultant, Owner’s Rep, and ICE in furthering the interests of the City. CM/GC agrees to furnish efficient business administration and superintendence and use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the City.

The Design Consultant, Owner’s Rep, ICE, CM/GC and the City, collectively called the “**Project Team**”, shall work together during the design process and through to support an efficient transition to construction. The City has separate agreements with the Design Consultant, the Owner’s Rep, and ICE for separate elements of the Project necessary to ensure that the Work conforms to the Contract Documents, as defined in Section 1.1, and

any special or technical specifications. The Project Team shall be given direction by the City's designated and authorized representative, the Director of Major Projects, or their assigned designee. The Contract Documents shall not be deemed to create any contractual relationship between CM/GC and the Design Consultant, the CM/GC and the Owner's Rep, or the CM/GC and ICE, or any separate contractors, subcontractors of any tier or suppliers on the Project.

Littleton Downtown Development Authority Coordination ("LDDA")

The CM/GC shall participate in regular coordination meetings with the LDDA as directed in writing by the City.

The CM/GC shall:

- Present phasing, access, and Maintenance of Traffic ("MOT") strategies
- Incorporate LDDA feedback into planning documents
- Support business outreach efforts in coordination with City-led engagement

LDDA coordination shall be integrated into preconstruction deliverables and reflected in the Project Schedule.

1.4 INFORMATION AND SERVICES

1.4.1 The City shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the City's objectives, constraints and criteria, including space requirements and relationships, flexibility and expendability requirements, special equipment and systems, and site requirements. CM/GC shall become fully acquainted with the available information related to the Work and shall not be entitled to rely on the completeness of any City-furnished information; however, CM/GC may rely on such representations and warranties regarding the completeness of City-furnished information. CM/GC is obligated to affirmatively request from City such information that CM/GC, based on CM/GC's professional experience, should reasonably expect is available and which would be relevant to the performance of the Work, including the need for any additional reports, surveys, drawings, tests, and investigations.

1.4.2 The City shall establish and update an overall budget for the Project, which shall include contingencies for changes in the Work and other costs which are the responsibility of the City. The City shall ensure that adequate funds are available to pay for the Project.

1.4.3 During the preconstruction phase, the City shall furnish to CM/GC with reasonable promptness the following:

1.4.3.1 Reports, surveys, drawings and tests concerning the conditions of the Project site which are required by applicable law.

- 1.4.3.2 Surveys describing physical characteristics, and legal limitations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades, and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; and locations, dimensions and necessary data pertaining to existing buildings, utilities, other improvements and trees. All information on the survey shall be referenced to a project benchmark.
- 1.4.3.3 The reasonable and necessary services of geotechnical engineers when such services are requested by CM/GC. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.
- 1.4.3.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law, and which are identified and arranged for by CM/GC, following written approval by the City.

1.5 PROJECT DELIVERY

The terms, conditions and obligations for the CM/GC's performance on this Project are contained herein or in documents referenced herein or attached hereto and shall be collectively referred to as the "Agreement." In the performance of this Agreement, the CM/GC acknowledges and accepts that time is critical for Project delivery. The City has elected to utilize a CM/GC Project delivery method. The CM/GC is familiar with this approach and understands that the CM/GC method is a specialized and rigorous delivery approach requiring maximum cooperation between all parties. As a consequence of the delivery approach, the CM/GC acknowledges and accepts the following: (1) that the complete services to be rendered by the CM/GC, the organizational and process inter-relationships governing construction and the cost, schedule and sequencing of construction may not yet have fully been defined; (2) that portions of the Project could have their design completed as separate packages and under construction before other portions of the Project are fully designed; and (3) that the CM/GC's continuing performance on this Project is contingent upon the CM/GC formulating, as the Project design progresses, and submitting an acceptable CAP (or multiple CAP proposals) and Project Schedule proposal (the "CAP Proposal") for the complete construction of the Project.

The CM/GC shall be responsible for identifying and documenting all reasonably foreseeable risks during preconstruction.

Any risk that:

- Is customary for projects of similar scope and complexity; and

- Could reasonably have been identified during preconstruction but is **not documented in the Risk Register prior to CAP acceptance**, shall be deemed to be included within the CM/GC’s Construction Contingency and shall not be the basis for a Change Order, unless otherwise approved by the City in writing.

The Risk Register shall be fully reconciled and agreed upon by the Project Team prior to CAP acceptance.

The CM/GC shall maintain full transparency of all cost data, including:

- Subcontractor bids
- Supplier pricing
- Labor rates
- Production assumptions

The City reserves the right to:

- Audit all cost records
- Validate subcontractor procurement processes
- Require additional pricing verification

ARTICLE II PROJECT

2.1 PROJECT; PHASE AUTHORIZATION

The “Project” as used herein shall mean Phase I, Main Street Improvements of Project Downtown as approved within the [Project Downtown Concept Plan](#) adopted by the Littleton City Council on November 19, 2024. The Project includes preconstruction management services, with City election for continued construction management services. The details of the Project will be more particularly set forth in a future exhibit, which will include all relevant drawings, specifications, and narratives once finalized.

2.1.1 Part A: Preconstruction Services

Upon execution of the Agreement, the City shall issue a Notice to Proceed for *Part A: Preconstruction Services* only. Any work done prior to the Notice to Proceed date must be approved in writing by the City in advance.

2.1.2 Part B: Construction Services

The City, at its sole discretion, may issue a Notice to Proceed to CM/GC for *Part B: Construction Services*. Work for *Part B: Construction Services* shall not commence without a written Notice to Proceed authorization from the City and any unauthorized work for Part B shall not be compensated by the City. The CM/GC shall have no claim for lost profits, opportunity costs, or consequential damages if the City elects not to proceed to construction.

A Notice to Proceed for *Part B: Construction Services* shall only be issued at the City’s sole discretion following:

- 1) Completion and City acceptance of 100% Design Documents;
- 2) Submission and City review and written acceptance of the CM/GC's CAP Basis and CAP Proposal;
- 3) Independent validation of the CAP Proposal by the ICE, as required by the City;
- 4) City Council authorization to proceed with construction; and
- 5) Execution of a separate CM/GC Construction Contract for *Part B: Construction Services* scope of work.

The CM/GC's CAP proposal shall be prepared on an Open-Book basis and shall include detailed cost breakdowns, assumptions, allowances, contingencies, escalation factors, and documentation for any self-performed work. All exclusions and clarifications shall be clearly identified.

2.2 DESIGN AND PRECONSTRUCTION PHASE

The CM/GC shall perform all services and Work required as set forth in **Exhibit A**, Scope of Work for Part A: Preconstruction Services, as well as all other preconstruction services normally and customarily provided by a Construction Manager on a Project of this size and nature.

The CM/GC shall: (1) assist the Project Team in providing a complete and constructible "Project Design;" (2) advise the Design Consultant in providing a Project design which, if constructed in accordance with the design, will satisfy all Project objectives, requirements and constraints set forth herein; and (3) assist the Design Consultant in maintaining the FLOCC. Such required services and work effort will include, without limitation, cost estimating and cost model updates, opinions of probable construction cost ("OPCC"), open-book reconciliation, bid schedule refinement and project schedule verification, value engineering, constructability reviews, and development of deductive and additive alternates, downtown phasing and scheduling, construction sequencing, risk identification and mitigation planning, utility coordination and permitting support, CAP development, and bid packaging, bidding and subcontracting procurement.

2.2.1 Preliminary Project Meeting

After the execution of this Agreement, the City shall request a preliminary meeting between representatives of the Project Team, the primary purpose of which will be to foster an effective, positive working relationship and to determine expectations and goals for the Project. If such a meeting is requested, CM/GC shall fully participate and shall arrange for the participation of CM/GC's designated representative(s), project manager, and superintendent to attend.

2.2.2 Consultation During Preconstruction Phase

The CM/GC, promptly upon execution of this Agreement, shall provide a preliminary evaluation of the City's goals for the Project, including the anticipated schedule and FLOCC, including initial identification of risk items, escalation drivers, long-lead procurement

elements, and cost model assumptions. The CM/GC will schedule and attend regular meetings to advise the Project Team concerning progress, coordination, scheduling, any site use and improvements, selection of materials, building systems, and equipment needs for the Work. The CM/GC shall maintain and update an open-book cost model throughout preconstruction, including version control and documentation of changes to quantities, production rates, risk assignments, and pricing assumptions.

The CM/GC, in consultation with the remainder of the Project Team, shall also assist the City in expediting the design phases for the Project by furnishing recommendations and performing “Value Engineering” services (as that term is hereinafter defined within Section 2.2.15). The CM/GC, in consultation with the remainder of the Project Team, shall further provide recommendations on construction feasibility, availability of labor and materials, actions designed to minimize adverse effects of labor or material shortages, time requirements for procurement, installation and construction completion, and factors related to construction costs, including estimates of alternative designs or materials, life cycle data and projections for components of the Work, preliminary budgets and possible economies. All Value Engineering recommendations shall identify cost, schedule, risk, and constructability impacts and maintain alignment with the established BOE.

The CM/GC shall be solely responsible for compliance with the Contract Documents on this Project, and any consultation, advice, approval or objection by the remainder of the Project Team shall not, unless otherwise expressly stated herein, relieve the CM/GC of its responsibility to perform the Work in accordance with the Contract Documents. The CM/GC shall not be required to provide professional services that constitute the practice of architecture or engineer unless such services are specifically required by the Contract Documents for a portion of the Work. The CM/GC shall consult with the Project Team during the design and preconstruction phase concerning the need for any professional services to be provided by the CM/GC during the construction phase for any Bid Package or component of the Work. The CM/GC remains responsible for means, methods, sequencing, safety, and production rates used to establish the CAP.

If professional or design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the CM/GC by the Contract Documents, the Contract Documents will specify all performance and design criteria that such services must satisfy. The CM/GC shall cause such services or certifications, if any, to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals prepared by such professional. The Project Team shall be entitled to rely upon the adequacy of the services, certifications, and approvals performed or provided by such design professionals through CM/GC, provided the City has specified to the CM/GC the performance and design criteria that such services must satisfy.

2.2.3 Coordination of Contract Documents

CM/GC shall review the drawings and specifications as they are being prepared, identifying conflicts, errors, and omissions and recommending alternative solutions

whenever design details affect construction feasibility or schedules without, however, assuming any of the Design Consultant's customary responsibilities for design.

2.2.4 Utility Investigation and Verification

The CM/GC shall perform and/or support early utility investigations, including:

- Potholing and subsurface verification
- Utility conflict identification and mapping
- Coordination with utility providers

Findings shall:

- Be incorporated into design development
- Be reflected in cost model and schedule
- Reduce reliance on record drawings

Failure to incorporate reasonably identifiable utility conflicts into the CAP shall not constitute grounds for additional compensation.

2.2.5 Business Access and Continuity Requirements

The CM/GC shall co-develop, in coordination with the City, Owner's Rep, Design Consultant, and stakeholders, a **Business Access and Continuity Plan** ("BACP") that maintains safe, functional, and ADA-compliant access to all businesses throughout construction.

At a minimum, the BACP shall:

- Maintain **continuous pedestrian and ADA-compliant access** to all businesses unless otherwise approved in writing by the City
- Identify **parcel-level access conditions** for each business, including entrances, loading, and visibility considerations
- Define **temporary circulation, wayfinding, and loading strategies**
- Include **phasing-specific access plans** tied to the Project Schedule
- Be updated at each Design Milestone (30%, 60%, 90%)

The CM/GC shall actively participate in business coordination meetings and incorporate stakeholder feedback into iterative updates of the BACP. The BACP must be reviewed and accepted by the City in writing prior to submission of the CAP Proposal.

2.2.6 Workshop Requirements

The CM/GC shall lead and participate in structured workshops at defined intervals, including:

- Business Access and Continuity
- MOT and Mobility
- Utility Coordination

- Risk and Cost Alignment
- Communications and Outreach

Each workshop shall include:

- Defined objectives
- Documented outcomes
- Assigned action items

Workshop outputs shall directly inform:

- Design development
- Cost model updates
- Risk Register
- CAP assumptions

2.2.7 MOT Requirements

The CM/GC shall develop and maintain a comprehensive **MOT Plan** as part of the Construction Phasing Strategy.

The MOT Plan shall be developed and refined at each Design Milestone and shall include:

- Vehicular, pedestrian, bicycle, and ADA-compliant circulation
- Business access and visibility considerations
- Temporary traffic control measures, lane configurations, and detours
- Temporary parking and curbside management strategies
- Coordination with emergency services and transit operations

The MOT Plan shall be:

- Integrated into the Project Schedule and BOE
- Reflected in cost assumptions and CAP development
- Evaluated for constructability and feasibility

No CAP Proposal shall be accepted without an approved MOT Plan.

2.2.8 Decision Support Framework

The CM/GC shall provide structured decision support for construction sequencing, phasing, and means-and-methods decisions.

Each major decision shall include comparative evaluation of:

- Cost
- Schedule
- Business impacts
- Traffic and access impacts

Decisions shall be documented and incorporated into the Project Schedule, BOE, and CAP assumptions.

2.2.9 *Preconstruction and Construction Schedule*

Upon execution of this Agreement, or at such other time as directed by City, CM/GC shall develop and maintain an overall comprehensive Project Schedule, including preconstruction and construction schedule, that coordinates and integrates the Design Consultant's design efforts with the construction schedule and identifies items that affect the overall Project's timely completion. The Project Schedule shall begin at project initiation and be continuously refined throughout preconstruction to integrate design progression, cost modeling milestones, procurement sequencing, risk allocation updates, and preparation of the CAP.

The Project Schedule shall identify all key deliverables, decision deadlines, City review windows, and milestone dates for the 30%, 60%, and 90% design submissions ("Design Milestones"). The Construction Schedule shall define the critical path, early work opportunities, long-lead procurement risks, and construction phasing strategies needed to maintain business access and minimize disruption. The CM/GC shall ensure schedule updates align with design progression and assumptions used in CAP development.

At each Design Milestone, the CM/GC shall perform a Schedule Risk Analysis, evaluating float, escalation exposure, and long-lead material dependencies. Risk summaries shall be provided to the City, Owner's Rep, and ICE and shall inform updates to the Risk Register and BOE used in pricing milestones. The City retains approval authority for all baseline, recovery, and milestone schedule updates.

Schedules shall be validated with the Project Team to confirm alignment between design progress, procurement sequencing, and cost assumptions. Schedule updates shall be consistent with the open-book BOE and production. Updates shall be issued monthly in both PDF and native Primavera® P6 (XER) formats, capable of being both cost- and resource-loaded. The CM/GC shall also prepare and update construction phasing studies—including traffic management, pedestrian and business access, and staging logistics—to support design coordination, stakeholder engagement, and business continuity planning.

CM/GC will provide an electronic copy of the Project Schedule for the City's review and approval prior to commencement of the construction phase for any Bid Package. CM/GC is responsible for updating the Project Schedule, at intervals required by the City, as well as incorporating a detailed schedule for the construction operations of the Project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings and samples, and delivery of products requiring long lead-time procurement. All updates to the Project Schedule shall be documented in track changes, with identification of the overall impacts to the Project clearly defined. The initial Project Schedule shall also include a written narrative setting forth any clarifications, assumptions, conditions and qualifications to the information and data set forth therein, such as targeted completion dates ("Milestone Dates") in the construction schedule, and phasing of construction. The narrative shall identify all assumptions tied to CAP development, including long-lead items, risk allowances, and production constraints. Monthly updates shall include identification of variances affecting Construction Contingency, Bid Contingency, and risk pool allocations,

and the Project Schedule shall provide for the orderly progression of the design and construction of the Work to completion and shall not exceed the Overall Completion Date.

To the extent possible, the Project Schedule shall include activities required by each section of the then current Contract Documents in order to complete the Work. The duration and sequence for each Work activity, and the interdependency of a Work activity on other Work activities will be generated by CM/GC subject to the City's approval. The Project Schedule shall use the critical path method or an equivalent (such as Microsoft Gantt Chart) and shall reflect those Milestone Dates and phasing agreed upon by CM/GC and the City in consultation with the Design Consultant. The Project Schedule shall contain sufficient detail so that the City can accurately follow and monitor the progress of the Work through the design, preconstruction and construction phases.

By submitting the Project Schedule for the City's approval, CM/GC represents that it has reviewed the activities, sequences, material delivery, and subsequent man-hour staffing needed to complete the Work. Supervision, clean-up, submittals, and purchase orders (for long-lead procurement items) may be imposed upon CM/GC as Work activities in the Project Schedule.

2.2.10 Operational and Access Constraints

The CM/GC shall develop the Construction Phasing Strategy and Project Schedule in accordance with the following constraints:

- Maintain **continuous access to all businesses** unless otherwise approved by the City
- Avoid full corridor closures unless explicitly approved
- Minimize duration of disruptions to any single block or business frontage
- Incorporate seasonal, event-based, and peak business period considerations

The CM/GC shall demonstrate how these constraints are incorporated into the:

- Project Schedule
- Construction Phasing Strategy
- MOT Plan
- CAP assumptions

Failure to incorporate these constraints into the CAP shall not constitute grounds for additional compensation.

2.2.11 Business Impact Mitigation

The CM/GC shall proactively identify and mitigate construction-related impacts to businesses, including but not limited to:

- Access disruptions
- Visibility constraints
- Noise, dust, and vibration
- Parking and curbside impacts

Mitigation strategies shall be documented and incorporated into the:

- BACP
- Construction Phasing Strategy
- Project Schedule
- CAP assumptions

The CM/GC shall coordinate with the City, LDDA, and affected businesses to refine mitigation measures throughout preconstruction.

2.2.12 Fixed Limit of Construction Cost for Phase I, Project Downtown

The CM/GC shall assist the Project Team in evaluating the FLOCC as defined in Section 1.2. Based on consultation with the Project Team, the City shall furnish an itemized version of the FLOCC to the CM/GC which shall set forth a dollar amount available for the total completion of the Project, including design, preconstruction efforts, and construction of the Work, and shall include contingencies for bidding and construction. FLOCC evaluation shall include open-book documentation of cost drivers, risk allowances, escalation assumptions, and design development impacts. Updates to the FLOCC shall be reconciled with the cost model and pricing milestone outcomes. The FLOCC has been established by the City and may be revised only by approved written Amendments and Change Orders issued after execution of the Contract Documents.

2.2.13 Construction Planning

CM/GC shall, in accordance with the terms of this Agreement, provide for recommendations to the Project Team for the procurement and expediting of long-lead items to ensure their delivery by the dates required to maintain the Project Schedule.

2.2.14 Long-Lead Time Procurement

CM/GC shall recommend to the Project Team a schedule for procurement of long-lead time procurement items ("LLTP items"). If LLTP items are being fabricated off-site and the manufacturer requires partial or significant payment to begin fabrication or manufacturing work, the City, in its sole discretion, may agree to reimburse CM/GC for some or all of these costs upon written request by CM/GC. The City will only consider actual costs, paid in advance, by CM/GC.

If such LLTP are directly procured by the City, they shall be procured on terms and conditions and at a price acceptable to CM/GC. Upon the City's acceptance of the CAP, all contracts for such LLTP items shall be assigned by the City to CM/GC which shall thereafter expedite their delivery.

CM/GC assumes all risk of loss, non-performance, damage or defect in LLTP items. In no event shall CM/GC be entitled to additional compensation if LLTP items are delayed, defective, or not delivered. In case of loss, CM/GC shall replace all LLTP items at its sole cost.

2.2.15 Consultation and Value Engineering

CM/GC shall provide consultation throughout the preconstruction phase pertaining to all Bid Package(s) and phases of the Project, including but not limited to the furnishing of Value Engineering Services to identify cost effective changes in the drawings and specifications that will result in reducing the cost of construction without impairing essential functions or characteristics of the Project. The objective of Value Engineering Services is to achieve optimum value for each construction dollar spent and keep the time of completion and cost of the Project within the time and fiscal constraints set forth throughout the Contract Documents. In cooperation with the Project Team, CM/GC shall:

- i. Formulate and evaluate alternative designs, systems, materials, etc.;
- ii. Provide cost estimates of the alternatives to be evaluated. Cost estimates shall include industry standard operating and maintenance costs when appropriate to evaluate life-cycle costs of the alternatives. Cost estimates shall take into consideration all cost impacts related to alternatives including but not limited to construction costs. CM/GC shall, at a minimum, review the cost estimate through to completion of the 30%, 60% and 90% Design Milestones, and include a written analysis and commentary as to any discrepancies observed. Cost estimates at each Design Milestone shall align with the BOE and Risk Register and shall be reconciled with the ICE as required by the pricing milestone process.
- iii. Evaluate the alternatives on the basis of costs, time schedules, availability of labor and materials, construction feasibility, etc.;
- iv. With the assistance of the Design Consultant, prepare written reports at the end of the 30%, 60%, and 90% Design Milestones summarizing the Value Engineering activities accomplished and any recommendations developed within each phase;
- v. If cost estimates and/or bids received for the Work contained in any Bid Package cause the anticipated cost of the Work to exceed the then current cost estimate(s) of construction, the FLOCC, the CAP or Schedule of Values, the CM/GC shall, at no additional cost to the City unless caused by an increase in the CM/GC 's Work requested by the City, provide additional Value Engineering services in conjunction with any and all appropriate items in the cost estimate(s) of construction, the FLOCC, the CAP, and/or the Schedule of Values for the Work. The CM/GC shall document cost drivers and provide Value Engineering and risk mitigation alternatives consistent with the CAP reconciliation process; and
- vi. The CM/GC shall lead the formulation and evaluation of alternatives in the Value Engineering activity in consultation with the Project Team, and the City shall approve Value Engineering alternatives accepted in each design phase and preconstruction phase pertaining to each of the Bid Packages. Value Engineering alternatives shall identify impacts to risk allocations, contingency usage, production assumptions, and schedule constraints.

2.2.16 Field Conflict Resolution

The CM/GC shall develop a Field Conflict Resolution Process prior to construction.

This shall include:

- Defined roles and responsibilities
- Escalation pathways
- Response time expectations
- Coordination with utilities and agencies

The objective shall be to **minimize disruption and resolve conflicts in real time.**

2.2.17 Phasing and Access Risk Allocation

The CM/GC acknowledges that:

- Business access requirements
- MOT constraints
- Event restrictions
- Limited work areas

are known conditions of the Project and have been incorporated into the CAP. Failure to account for these shall not constitute grounds for additional compensation.

2.2.18 Overall Completion Date

While the Work, as a whole may, be divided into phases, and milestone dates for Substantial Completion of various components or phases of the Work added via Construction Change Order or Amendment, the Work, as a whole, shall achieve Final Acceptance no later than five-hundred and forty (540) days after receipt of the Notice to Proceed for *Part B: Construction Phase* (the "Overall Completion Date").

CM/GC recognizes that the Project must be completed within the FLOCC and by the Overall Completion Date, subject to amendment as provided for in the Contract Documents. CM/GC acknowledges that by executing this Agreement, it has been fully informed and has thoroughly reviewed: (1) the goals of the Project; (2) the design documents; (3) the exhibits attached to this Agreement, all of which are incorporated herein and by reference made a part hereof; (4) the City's time and fiscal constraints and contingencies applicable to the Project; and (5) the scope of the services to be provided by CM/GC. CM/GC represents to the City that it will provide all the necessary services and perform all of the Work pursuant to and required by the Contract Documents.

To the extent that the Contract Documents are anticipated to require further development through the design and preconstruction phases of the Project, the CM/GC represents that the Overall Completion Date and the FLOCC includes sufficient costs and time attributable to such further development, consistent with the Contract Documents and reasonably inferable therefrom.

The CM/GC shall perform the Work with due diligence to completion and shall partner with the Project Team to identify methods to improve and reduce the duration of the schedule as the Work progresses.

2.2.19 Construction Agreed Price (“CAP”)

2.2.19.1 At the completion of the 90% Design Milestone, and to the extent the Work is broken into various phases for construction at the conclusion of the 90% Design Milestone for each phase of construction, CM/GC shall propose a CAP Proposal, the cost of the Work even though all of the Construction Documents have not all been finalized and released for construction, and CM/GC’s fee applicable to the applicable phase of construction or Bid Package.

2.2.19.2 Upon review and acceptance of the CAP Proposal by the City, and execution of a CM/GC Construction Contract with City covering the applicable phase of construction or Bid Package, the CM/GC guarantees the maximum price to the City and the Contract Price for the entire cost of the Work covered by the CAP Amendment, as adjusted by deductive alternates required to maintain the CAP below the FLOCC and subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the CAP to be exceeded shall be paid by the CM/GC without reimbursement by the City.

2.2.20 Basis of CAP Proposal

2.2.20.1 The CAP shall include all of CM/GC’s obligations to be performed pursuant to the Contract Documents, as well as CM/GC’s contingencies for bidding and construction, separately budgeted sums established by CM/GC for CM/GC’s exclusive use to cover costs arising in connection with the Work to be performed, but not yet bid, and other costs which are properly reimbursable but not the basis for a Change Order.

2.2.20.2 The contingencies may only be used with the City’s approval and may not be expanded to correct non-conforming work. The “Bidding Contingency” shall not exceed 7% nor shall the “Construction Contingency” exceed 12% of the total CAP, all within the FLOCC.

2.2.20.3 A CAP Proposal submitted by the CM/GC shall include, as applicable to the Bid Package, component, or phase of the Work, the following items:

a. CAP Amount and Certifications

i. A not-to-exceed CAP amount for the Work covered by the proposal, which, when combined with all previously

approved CAPs, shall not exceed the total Fixed Limit of Construction Cost (FLOCC), unless otherwise approved in writing by the City.

- ii. A certification that the CAP is based on an open-book estimate, includes only the Work identified in the proposal, and reflects all known scope, quantities, and assumptions.

b. CAP Cost Breakdown and Supporting Documentation. The CM/GC shall provide an itemized CAP breakdown with supporting documentation reasonably required by the City, including but not limited to:

- Complete open-book estimate, including takeoff sheets, labor/equipment rates, material pricing, and production assumptions.
- All subcontractor and supplier bid tabulations, identifying all prices received prior to establishment of the CAP, including the chosen subcontractor and backup quotes.
- The maximum cost of all self-performed Work, calculated using the labor, equipment, and overhead rates contained in the Cost Fee Schedule submitted in response to the RFQ, unless otherwise agreed by the Parties.
- The CM/GC's Construction Phase Fee and Preconstruction Services Fee, as established in the Agreement.
- General Conditions costs, fully itemized with supporting documentation, consistent with the Cost Fee Schedule unless otherwise agreed by the Parties.
- Installation costs for City-procured items assigned to the CM/GC for installation.
- Costs of Work performed by subcontractors, including a list of subcontractors with license numbers.
- CM/GC Contingency amounts (Construction Contingency and/or Bid Contingency), in accordance with City requirements and the contingency controls established in this Agreement.

c. Plans, Specifications, and Assumptions. The CAP Proposal shall also include:

- A schedule of drawings, specifications, addenda, and all Requests for Information issued and answered to date.

- A list of assumptions, qualifications, and clarifications made by the CM/GC in preparing the CAP, including a clear description of the Work phase or scope covered.
- d. Project Schedule Requirements
- A revised Project Schedule, including milestone delivery dates, submittal schedules, and identification of responsible parties.
 - A scheduled final completion date for the Work covered by the CAP, if not already established, and the detailed schedule logic supporting that date.
- e. Insurance, Bonds, and Commercial Terms
- CM/GC Certificates of Insurance coverage in compliance with contractual requirements outlined within the sample CM/GC Construction Contract.
 - Performance Bond and Labor and Materials Payment Bond covering one hundred percent (100%) of the CAP amount.
 - A list of Alternate Prices, Unit Prices, Allowances, and Equipment Rental Rate Schedules, where applicable.
 - The General Conditions of the Agreement applicable to the CAP.
 - A Schedule of Values corresponding to the Work.
- f. Staffing
- A complete list of all salaried staff to be charged to the Cost of the Work, including position titles, billing classifications, and associated rates as approved in the Cost Fee Schedule.

2.2.21 Review and Acceptance of CAP Proposal

2.2.21.1 Within seven (7) days of submission of a CAP Proposal, the Project Team shall meet with the City to review the CAP Proposal and the written statement of its basis. In the event that the City determines inconsistencies or inaccuracies in the information presented, it shall promptly notify CM/GC, which, if it agrees, shall make appropriate adjustments to the CAP Proposal, its basis, or both.

2.2.21.2 If, through no fault on the part of the City, and after receiving reasonable cooperation by the City, the CM/GC submits a CAP

Proposal that the City does not agree upon and that fails to comply with the requirements of this Agreement, the proposal may be rejected by the City; the City shall be under no obligation to award subsequent Bid Packages; the City may declare the CM/GC to be in default; and payment may be withheld from the CM/GC, excepting the CM/GC's reasonable costs incurred, up and until a CAP Proposal is furnished in accordance with the foregoing. In no event shall the City be liable to CM/GC for loss of anticipated profit if the CAP Proposal is rejected.

- 2.2.21.3 Prior to the City's acceptance of CM/GC's CAP Proposal and issuance of a "Notice to Proceed" for *Part B: Construction Services*, CM/GC shall not incur any cost to be reimbursed as a part of the cost of the Work, except as the City may authorize in writing, which may include compensation for approved preliminary design activities, to the extent approved in writing by City, in advance.
- 2.2.21.4 Upon the City's acceptance of the CAP Proposals applicable to each phase of construction or Bid Package, the applicable CAP Proposal and its basis shall be attached to a separately executed CM/GC Construction Contract. Upon acceptance of a CAP Proposal and prior to execution of a separate CM/GC Construction Contract, the City shall authorize and cause the Design Consultant to revise (plans and specifications) to the extent necessary to reflect agreed-upon assumptions and clarifications contained in the CAP Proposal. Such revised (plans and specifications) shall be furnished to the CM/GC in accordance with the schedule agreed to by the Project Team. CM/GC shall notify the Project Team if revised (plans and specifications) are inconsistent with any agreed-upon assumptions and/or clarifications.
- 2.2.21.5 The CM/GC Construction Contract, with included accepted CAP, or subsequent amendments, shall supersede updated summaries, and all documents relating to Schedules of Values and Estimates of Construction pertaining to those portions and phases of the Work covered by such amendments; and shall be subject to modification for Changes in the Work as provided in the General Conditions. The date of Substantial Completion may be subject to adjustment as provide in the Contract Documents.
- 2.2.21.6 The CAP shall include only those fees which are applicable and in effect at the time the CAP is established. Should fees increase thereafter, such amounts shall be added to the CAP by Change Order in accordance with all terms and conditions of a subsequently executed CM/GC Construction Contract.

The City shall not accept a CAP Proposal until the following have been completed to the City's satisfaction:

- Approved Construction Phasing Strategy
- Approved MOT
- Approved BACP
- Reconciled Risk Register
- Alignment of schedule, cost model, and phasing assumptions

Failure to meet these conditions may result in rejection of the CAP Proposal.

ARTICLE III OWNER'S REP AND KEY PERSONNEL

3.1 OWNER'S DESIGNATED REPRESENTATIVE

The contracted Owner's Rep for the City shall have express authority to bind the City with respect to all matters requiring its approval or authorization. The Owner's Rep shall have the authority to make decisions on behalf of the City concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay. All correspondence between the Project Team, including requests for interpretation, changes, and other clarifications or instructions regarding the Contract Documents, shall be directed to the Owner's Rep. The City may change the Owner's Rep only by giving CM/GC written notice thereof.

3.2 PERSONNEL

CM/GC shall furnish only skilled and properly trained staff, including superintendents, foremen, and workmen, for the performance of the Work. The CM/GC shall enforce strict discipline and good order among CM/GC's personnel and employees and other persons carrying out the Work. The CM/GC shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

Those persons listed in **Exhibit D** are the CM/GC's key team members ("Key Personnel") and the City desires that they be and remain assigned to the Project. It is the intent of the parties hereto that all Key Personnel be engaged to perform their specialty for all such services required by this Agreement, and that the CM/GC's and any subcontractor Key Personnel be retained for the duration of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder. If any of the Key Personnel become unavailable for reasons beyond the control of the CM/GC, then the CM/GC, subject to the City's approval, shall promptly appoint a replacement. The CM/GC shall provide the City with complete information on each replacement, including a current resume, and shall have the opportunity to interview any such replacement.

The City may demand the dismissal of any person employed or subcontracted by the CM/GC in, about, or upon the Work who misconduct themselves or act incompetently or negligently in the proper performance of their duties or neglects or refuses to comply with

the directions given. Such person or subcontractor shall not be employed again thereon without the written consent of the City. Should the CM/GC continue to employ, or again employ such person or subcontractor, the City may withhold all payments which are or may become due, or the City may suspend the Work until such orders are complied with. The CM/GC shall promptly fulfill such direction from the City without any adjustment to compensation or the Overall Completion Date, nor to the schedule or Milestone Dates or portion of the Work as dictated by the terms herein.

ARTICLE IV COMPENSATION

4.1 COMPENSATION

In accordance with the terms and conditions of this Agreement, the City agrees to pay and CM/GC agrees to accept, as full and complete compensation for all services required by this Agreement the following:

- 4.1.1 *Maximum Contract Amount for Part A: Preconstruction Services.* The Work shall consist of all preconstruction and related work and services as set forth in Article II and **Exhibit B** - Preconstruction Services Fee. For planning purposes, the City anticipates a Not-to-Exceed, maximum amount payable for all Work contemplated herein, of **Five Hundred One Thousand Six Hundred Dollars (\$501,600.00)**.

Compensation shall be paid to the CM/GC on a monthly basis, upon receipt and approval of pay applications and progress reports. All expenses shall be included in the maximum contract amount referenced herein and will not be separately reimbursed.

- 4.1.2 *Appropriation; Funding.*

- 4.1.2.1 It is expressly understood and agreed by the CM/GC that the CM/GC is undertaking this performance for a “not to exceed,” maximum fee for the Project.
- 4.1.2.2 With respect to all such performance and funding, the CM/GC understands and agrees that the provision of any services which would cause the total amount payable to CM/GC to exceed the amount of previously encumbered funds, is strictly prohibited. In the event the continuation of services by the CM/GC would cause the amount payable to CM/GC to exceed the amount payable under Section 5.1.1, the CM/GC agrees to give the City at least thirty (30) days’ written notice of the exhaustion of available funds. In the event additional funds are not made available within such thirty (30) day period, the CM/GC agrees to stop providing services until such time as additional funds

are made available and encumbered for the purposes of this Agreement. It shall be the responsibility of the CM/GC to verify that the amounts already encumbered are sufficient to cover the entire cost of such work. Work or services performed in excess of the amount encumbered or outside the scope of authorized work or services is undertaken or performed in violation of the terms of this Agreement and, as such, at the CM/GC's own risk and sole cost and expense.

- 4.1.2.3 The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multiple fiscal year direct or indirect debt or obligation within the meaning of TABOR and notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Any failure of the Littleton City Council to appropriate annually adequate monies to finance the City's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CM/GC of any failure to appropriate such adequate monies.

CM/GC further acknowledges and agrees that this Agreement's execution may be contingent upon approval by City Council, in compliance with all applicable provisions of the City Charter and City Code. The City shall not incur any liability whatsoever if this Agreement is not approved by City Council.

4.2 PAYMENT OF INVOICES.

- 4.2.1 CM/GC shall submit to City a detailed invoice of the services performed, and if City is satisfied with Contractor's performance, City shall pay the invoice within forty-five (45) days.
- 4.2.2 Unless otherwise directed or accepted by City, all invoices shall contain sufficient information to account for all CM/GC time (or other appropriate measure(s) of work effort) and all authorized reimbursable expenses for the Work during the stated period of the invoice. City may dispute any CM/GC time, reimbursable expense, and/or compensation requested by CM/GC described in any invoice and may request additional information from CM/GC substantiating all compensation sought by CM/GC before accepting the

invoice. When additional information is requested by City, City shall advise CM/GC in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. If City disputes an item or invoice and additional information is requested, City shall pay CM/GC within thirty (30) days of acceptance of the item or invoice by City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement.

4.3 WITHHOLDINGS AND FINAL PAYMENT

The City may withhold, in its sole discretion, payment to the Contractor of any sum or a portion of any sum invoiced for failure or refusal of the Contractor to reasonably satisfy or comply with any material obligation, term, condition or requirement of this Agreement and may deduct, such other amounts as provided for elsewhere in this Agreement. Prior to withholding, however, the City shall provide the Contractor with five (5) days' notice of any such failure or refusal and an opportunity to commence to cure that will not exceed such five (5) day period. All sums withheld pursuant to this paragraph shall be released only upon a showing, satisfactory to the Manager, that the failure or refusal resulting in the withholding has been removed, resolved, or cured by the Contractor.

4.4 CANCELLATION OF PROJECT PRIOR TO CONSTRUCTION PHASE

In the event that the City cancels the Project prior to the start of the *Part B: Construction Services* phase, covering any portion of the Work, the City agrees to pay CM/GC on an actual cost-plus-fixed-fee for preliminary design and engineering fees completed at the time of cancellation. The City shall pay CM/GC the actual documented costs, consistent with the open-book documentation submitted during the Preconstruction Services completed. The CM/GC's fixed fee shall be a total, not to exceed, of \$501,600.

ARTICLE V INSURANCE

5.1 INSURANCE

The CM/GC shall not commence Work and shall not allow any subcontractor to commence Work, until it has obtained all insurance required herein and such insurance has been approved by City. All coverages shall be continuously maintained from the date of commencement of the Work.

All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the CM/GC. CM/GC shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. CM/GC agrees to

provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the CM/GC's breach of Agreement or of any of the City's rights or remedies under this Agreement. Further, the CM/GC shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

5.2 MINIMUM COVERAGES

- 5.2.1 Workers' Compensation and Employers' Liability insurance with minimum limits as required by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work. CM/GC expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the CM/GC's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date CM/GC executes this Agreement.
- 5.2.2 Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall contain a severability of interests provision. CM/GC and subcontractors shall maintain for the statute of repose, following completion of the project.
- 5.2.3 Comprehensive Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.
- 5.2.4 Excess or umbrella liability on an occurrence basis in excess of the Commercial General Liability, Automobile Liability, and Employers' Liability, with coverage as broad as the primary.
- 5.2.5 Professional Liability insurance coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim and TWO MILLION DOLLARS (\$2,000,000) aggregate. Coverage shall include coverage for contractual liability. Contractor and subcontractors shall maintain for the statute of repose, following completion of the project. Any erosion of insurance limits required will be reinstated to the required amounts prior to commencing the contracted work and if during the contracted period claims are made against the design professional's policy the necessary reduction of available limits will be

repurchased to the contractually required amounts.

5.3 ADDITIONAL INSURANCE REQUIREMENTS

- 5.3.1 All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies, excepting Professional Liability, must be written on a per occurrence basis.
- 5.3.2 The “City of Littleton, CO, 2255 W Berry Avenue, Littleton, CO 80120” shall be included as Certificate Holder for all coverages. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 5.3.3 CM/GC shall name “The City of Littleton, CO” as additional insured (“Additional Insured”) for Commercial General Liability and Business Automobile Liability.
- 5.3.4 All policies of insurance providing additional insured status shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by CM/GC. The CM/GC shall be solely responsible for any deductible losses under each of the policies required above.
- 5.3.5 CM/GC shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At its own expense, CM/GC will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the City a new certificate of insurance showing such coverage is in force.
- 5.3.6 The required insurance must be written by a company approved with a financial standing of at least an A- rating, as reflected in Best’s insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- 5.3.7 Certificates of insurance shall be completed by the CM/GC’s insurance company as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. The certificate cannot contain "endeavor to" language in the portion of the certificate addressing cancellation.
- 5.3.8 The coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days’ prior written notice has been given to the City. Failure on the part of the CM/GC to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Agreement upon which the City may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay

any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by CM/GC to the City upon demand, or the City may offset the cost of the premiums against any monies due to CM/GC from the City.

ARTICLE VI INDEMNIFICATION

The CM/GC agrees to, defend, indemnify and hold harmless the City, its officers, employees, from and against all liability, claims and demands on account of any losses, injuries, and damages, including but not limited to, personal injury claims, and/or death claims, or property damage claims, or errors and omissions, which arise solely out of the Contractor's and/or any of its agents' officers or employees performance of the Contractor's obligations under this Agreement. The City is prohibited by Article XI, Section 1, Colorado Constitution, from indemnifying any individual or entity. Therefore, the City does not indemnify the CM/GC, successors, or assigns under this Agreement. Notwithstanding the foregoing, nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless the City from any liability or damages directly caused by or attributable to the City's own negligence, nor is anything herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to the City by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as it may from time to time be amended.

ARTICLE VII TERMINATION

7.1 TERMINATION

- 7.1.1 Termination for Default for Nonperformance. Failure or refusal of the CM/GC to perform any material obligation under this Agreement shall constitute default. In the event of any default, in addition to any other remedy available to the City, after providing ten (10) days' prior written notice of and opportunity to cure such default, this Agreement may be terminated by the City if such default is not cured to the satisfaction of the City. No new performance under the Agreement will be undertaken after the date of receipt of any notice of termination (the effective date of termination). In the event of such termination, the CM/GC will be paid for those services satisfactorily performed in accordance with the requirements of this Agreement up to the effective date of termination. Such termination shall not waive any other legal remedies available to the City.
- 7.1.2 Termination for Default or Bankruptcy. In the event that CM/GC party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors then, at the option of the other party, this Agreement shall terminate

and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

- 7.1.3 Termination for Default for Criminal Conduct. The City may, by written Notice of Default to the CM/GC, terminate the whole or any part of this Agreement in the event the CM/GC or any of its officers are convicted, plead nolo contendere, or enter into a formal agreement for deferred prosecution or sentencing, in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion, violation of the Racketeer Influenced and Corrupt Organizations Act (R.I.C.O.) or substantially similar state statute or any offense of a similar nature, in connection with the CM/GC's business.
- 7.1.4 Termination for Convenience of City. The City may terminate this Agreement for the City's convenience and without cause at any time by giving the CM/GC ten (10) days' written notice of such termination. In the event of such termination, the CM/GC shall cease performance under this Agreement upon receipt of such written notice of termination and the CM/GC will be paid only for its costs incurred in accordance with the provisions of this Agreement, up to the date of termination specified in the notice of termination.
- 7.1.5 Recovery of Termination Costs Strictly Precluded. The City shall not be liable for any costs incurred by the CM/GC after the effective date of termination. Such non-recoverable costs shall include, but are not limited to anticipated profits, post-termination employee salaries, post-termination administrative expenses, or any other damages, costs or expenses which are not authorized under this Article. Following such termination, the CM/GC will submit a final invoice to the City for the amount which represents the compensation actually due and owing for the CM/GC's performance prior to the effective date of termination and for which the CM/GC has not previously been compensated. Upon approval and payment of this final invoice by the City, the City shall be under no further obligation to the CM/GC for payment under this Agreement and all other claims shall be waived.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 PROPRIETARY OR CONFIDENTIAL INFORMATION.

- 8.1.1 *Ownership of Documents.* The data used in compiling, and the results of, any tests, surveys or inspections as part of the Work, as well as all photographs, drawings, specifications, studies, audits, reports, models and other items of like kind prepared by the CM/GC, its employees and consultants, excluding proprietary systems such as estimating programs, shall be the property of the City whether the Project for which they are made is executed or not, but the CM/GC shall be permitted to retain reproducible copies of all of the referenced

deliverables for the information and reference, and the originals of all of the referenced deliverables, including all electronic format copies shall be delivered to the City promptly upon completion thereof. All work products prepared by the CM/GC under this Agreement, when delivered to and accepted by the City, shall become the property of the City and the City shall have unlimited ownership rights. Further, the CM/GC agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services and work performed hereunder. With respect thereto, the CM/GC agrees to and does hereby grant to the City an exclusive royalty-free license to all data which the CM/GC may cover by copyright.

- 8.1.2 *City Information:* The CM/GC understands and agrees that, in performance of this Agreement, the CM/GC may have access to private or confidential information that may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The CM/GC agrees that all information disclosed by the City to the CM/GC shall be held in confidence and used only in performance of the Agreement. The CM/GC shall exercise the same standard of care to protect such information as a reasonably prudent CM/GC would to protect its own proprietary data.
- 8.1.3 *CM/GC Information:* The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the CM/GC of such request in order to give the CM/GC the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the CM/GC agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The CM/GC further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the CM/GC's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.
- 8.1.4 *Patent, Copyright and Trade Secret Indemnity.* Notwithstanding any other provision hereof, the CM/GC shall save, defend and hold harmless the City from all loss, damage, or liability for, or by reason of, any actual or alleged infringement of any United States Patent, Copyright, or Trade Secret disclosure arising out of the CM/GC's performance under this Agreement.

8.2 AUDIT; RECORD-KEEPING.

Any authorized agent of the City has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to CM/GC's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. CM/GC shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require CM/GC to make disclosures in violation of state or federal privacy laws.

8.3 ADDITIONAL TERMS AND CONDITIONS.

All terms and conditions included in the General Conditions are expressly incorporated into this Agreement as if fully set forth here. The Special Conditions are additions and revisions to the General Conditions which refer to aspects of particular contracts. In the event that there are inconsistencies between the General Conditions and the Special Conditions, the Special Conditions shall supersede the General Conditions.

8.4 TAXES AND LICENSES.

The CM/GC shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The CM/GC shall furnish the City, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The CM/GC shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations. The City of Littleton shall not be liable for the payment of taxes, late charges, or penalties of any nature.

8.5 COMPLIANCE WITH KEEP JOBS IN COLORADO ACT.

The Keep Jobs in Colorado Act, C.R.S. § 8-17-101, et seq., requires that Colorado labor shall be employed to perform at least eighty percent of the work on a public works project. CM/GC acknowledges this requirement and shall ensure that eighty percent of the work performed pursuant to this Agreement shall be performed by Colorado labor.

8.6 WARRANTY OF NON-COLLUSION.

By executing this Agreement, CM/GC has not allowed any competing bidder or employee or agent thereof to see CM/GC’s bid or to know of its content. CM/GC has not discussed the contents of its bid with any competing bidder, or any other person who a reasonably prudent person would believe would be likely to transmit information to a competing bidder. CM/GC has drafted its bid independently of any competing bidder. Failure to abide by the above provisions relating to collusion shall render CM/GC liable to the City for damages including, without limitation, payment of the bid bond as liquidated damages. In addition, the City may void any prior or subsequent contract entered into with a bidder guilty of collusion at such time as the City learns of or discovers the collusion.

8.7 NOTICE.

Any notice provided pursuant to this Agreement shall be in writing to the Parties at the work site or at the addresses set forth below and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested; or (iii) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either Party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other Party.

To CM/GC
AMES CONSTRUCTION, INC.,
7001 Tower Road, Suite D
Denver, CO 80249

To City
City of Littleton
City Manager
2255 West Berry Avenue
Littleton, CO 80120

8.8 STATUS OF CM/GC.

The status of the CM/GC shall be that of an independent contractor retained on a contractual basis to perform the preconstruction services for a limited term. It is not intended, and it shall not be construed, that CM/GC, or any member of its staff or any consultant, is an employee, officer, or agent of the City of Littleton, CO.

8.9 CONFLICT OF INTEREST.

The CM/GC agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the CM/GC further agrees not to hire or contract for services any official, officer, or employee of the City.

8.10 COMPLIANCE WITH LAWS.

At all times during the performance of this Agreement, CM/GC shall strictly adhere to all applicable federal, state, county and local laws, ordinances, and lawful orders of authorities having jurisdiction over the Project that have been or may hereafter be established. This shall include, without limitation, the United States Department of Health, Occupational Safety and Health Administration (“OSHA”) standards. As used in this section, and hereafter, the term “laws” shall include, without limitation, all federal, state and City of Littleton, CO codes, charters, ordinances, laws, standards, rules, regulations and permits

8.11 DISCRIMINATION IN EMPLOYMENT PRACTICES PROHIBITED.

In connection with the performance of the Work, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnicity, citizenship, immigration status, sex, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, genetic information, pregnancy, or disability, or any other status protected by applicable law. The Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to their race, color, religion, national origin, ethnicity, citizenship, immigration status, sex, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, genetic information, pregnancy, disability, or any other status protected by applicable law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8.12 IMMUNITY.

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of Section 24-10-101, et seq., C.R.S., as now or hereafter amended.

8.13 INFORMATION TECHNOLOGY – ACCESSIBILITY.

The Contractor shall comply with the accessibility standards for an individual with a disability adopted by the Colorado Office of Information Technology, in accordance with C.R.S. § 24-85-103 and its implementing regulations. Notwithstanding the foregoing, this requirement shall not be applicable to contracts or agreements for professional services, as defined by C.R.S. § 24-30-1402, or to any portion or part of the contract or agreement that is providing professional services. Further, the Contractor shall indemnify, hold harmless, and assume liability on behalf of the City and the City's officers, employees, and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney

fees and related costs, and any other amounts incurred by the city in relation to the contractor's noncompliance with the accessibility standards for an individual with a disability adopted by the Colorado Office of Information Technology, in accordance with C.R.S. § 24-85-103, and its implementing regulations.

8.14 ASSIGNMENT.

CM/GC shall not assign this Agreement without the written consent of the City, which the City may withhold at its sole discretion.

8.15 COMPLETE AGREEMENT.

This Agreement is intended as the complete integration of all understandings between the Parties and supersede all prior negotiations, representations, or agreements, whether written or oral. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing.

8.16 AMENDMENT IN WRITING.

No modification, amendment, waiver or novation shall be valid unless incorporated in a written Amendment to this Contract or in a Change Order signed by both the Owner's Rep, as designated in this Agreement, and CM/GC. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

8.17 SEVERABILITY.

To the extent that the performance of the Parties' obligations may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision of this Agreement be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other Agreement term or provision.

8.18 HEADINGS; RECITALS; EXHIBITS.

The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth at the beginning of this Agreement, as well as the exhibits, attachments and forms referred to throughout this Agreement, are incorporated into this Agreement.

8.19 TIME OF PERFORMANCE.

Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

8.20 WAIVER.

The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require such performance at any subsequent time nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

8.21 NO THIRD-PARTY BENEFICIARIES.

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and CM/GC. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. This Agreement is not intended to create any right in or for the public or any member thereof, any subcontractor or supplier, nor any other third party, nor to authorize anyone not a party to this Agreement to maintain a suit to enforce its terms. It is the express intention of the City and CM/GC that any such party or entity, other than the City or CM/GC, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only. This section shall not apply to any surety to the extent it is acting under any labor and materials bond or performance bond entered into by CM/GC.

8.22 NO REQUIREMENTS CONTRACT.

Nothing in this Agreement shall be construed as a requirement contract and, notwithstanding anything to the contrary contained herein, this Agreement shall not be interpreted to prevent the City from obtaining from third parties, or providing to itself, any or all of the services described herein; the City shall be free to obtain said services from other sources without incurring liability or damages to CM/GC.

8.23 APPLICABLE LAW; JURISDICTION; VENUE.

This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state court situated in Arapahoe County, Colorado or federal court situated in the City and County of Denver, Colorado and each Party consents to jurisdiction and venue before such courts.

8.24 ATTORNEYS' FEES.

If the City is reasonably required to engage an attorney to assist it in connection with any claim, dispute, or other disagreement with CM/GC, including without limitation engagement in connection with any litigation or arbitration proceedings under this Agreement, and the City substantially prevails in such proceeding, CM/GC shall reimburse the City for its reasonable attorneys' fees, costs, and other expenses including without limitation the expenses of consultants and other experts, incurred by the City in such proceedings. Reimbursement of attorneys' fees shall be at the prevailing rate within the City of Littleton for services rendered

by the City Attorney and employees of the City of Littleton who assist the office of the City Attorney in such proceedings.

8.25 NO ARBITRATION.

No dispute between the Parties shall be resolved by binding arbitration before any extra-judicial body or person. Any provision to the contrary shall be null and void.

8.26 SURVIVAL.

Any and all provisions of this Agreement that, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement. Without limiting the general applicability of the foregoing, the CM/GC's obligations for the provisions of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitations, plus the time necessary to resolve any claims, matters or actions that begin within that time-period.

8.27 AUTHORIZATION.

CM/GC warrants that the individual executing this Agreement is properly authorized to bind CM/GC to this Agreement.

8.28 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

CITY OF LITTLETON, COLORADO

ATTEST

Kyle Schlachter
MAYOR

Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

Reid Betzing
CITY ATTORNEY



CONTRACTOR

Nick Ames
SENIOR VICE PRESIDENT

Date

EXHIBIT A **SCOPE OF WORK**

Working collaboratively with the City, the Design Consultant, the Owner’s Representative (“Owner’s Rep”), and the Independent Cost Estimator (“ICE”), the City’s Communications & Marketing team, and the Littleton Downtown Development Authority (“LDDA”), the Construction Manager/General Contractor (“CM/GC”) will help maintain project feasibility and cost control while developing strategies for phasing, procurement, and potential early work packages that support an efficient transition to construction. The City retains final design authority including all decisions regarding scope, standards, and acceptance of design deliverables.

Throughout preconstruction, the CM/GC will serve as a strategic partner to the City delivering the construction insight and risk analysis necessary to guide design development and support negotiation of a Construction Agreed Price (“CAP”). This collaborative approach will ensure informed decision-making, alignment with City priorities, and proactive communication with downtown stakeholders and businesses.

The tentative schedule is for the contract to be executed in Q2 2026; design to begin in Q2 2026 (taking approximately 12 to 15 months); and construction to follow starting in Q3 2027 (taking approximately 18 months).

Contract Structure and Phase Authorization

FLOCC and CAP

The City has established a Fixed Limit of Construction Cost (“FLOCC”) of **\$22,000,000** (twenty-two million dollars), representing the maximum funding available for construction, inclusive of CAP, Cost of Work, general conditions, contingency, allowances, bonds, and fees. Any reallocation of contingencies, allowances, or project savings requires prior written approval by the City. The FLOCC shall not permit the CM/GC to unilaterally shift funds between line items or use project savings without City authorization.

The CM/GC shall submit a CAP proposal in accordance with the applicable requirements of the CM/GC Scope of Work. A CAP shall not exceed the FLOCC without prior written City authorization. A **Responsibility Matrix** is provided as **Exhibit C** and updated during preconstruction to clarify scope interfaces among the CM/GC, City, and Design Consultant. The City reserves the right to request the replacement of any CM/GC personnel whose performance is deemed inadequate or inconsistent with project requirements. The CM/GC shall provide qualified replacement candidates for City review within ten (10) business days.

Phase Authorization

Upon contract execution, the City will issue a Notice to Proceed (“NTP”) for **PART A: Preconstruction Services** only for a Not-to-Exceed (“NTE”) amount of **\$501,600** as further detailed in **Exhibit B – Preconstruction Services Fee**.

PART B: Construction Services will proceed only upon written authorization following:

1. Completion and City acceptance of 100% design documents
2. Submission and City review and written acceptance of a CAP Basis and CAP Proposal
3. ICE reconciliation and validation of the CAP Proposal
4. City Council authorization to proceed with construction; and
5. Execution of separate CM/GC Construction Contract for Part B: Construction Services scope of work

No construction work may begin until a written NTP for Construction is issued.

Failure to Reach CAP

The CM/GC may submit multiple CAP proposals for negotiation, consistent with the negotiation framework in Task 8. If no agreement is reached, the City may, at its sole discretion:

- Revise project scope
- Negotiate with the next-ranked proposer
- Re-solicit Construction Services

The CM/GC shall have no claim for lost profits, opportunity costs, or consequential damages if the City elects not to proceed.

Preconstruction Services

During Preconstruction, the CM/GC shall act as a collaborative partner to the City, the Owner’s Rep, the Design Consultant, and the ICE. The CM/GC provides advisory input; but the Design Consultant retains design responsibility and liability, and the City retains final design decision-making authority.

Responsibilities include:

- Cost estimating and Cost Model updates
- Opinions of Probable Construction Cost (“OPCC”) development and open-book reconciliation
- Value engineering and constructability reviews
- Development of downtown phasing, sequencing, and access strategies
- Risk identification and mitigation planning
- Utility coordination and permitting support
- Communications planning and coordination with the LDDA
- CAP development and subcontractor procurement planning

The CM/GC shall provide a dedicated Communications Specialist per Tasks 10 and 20.

Shared-Risk Contingency

The City and CM/GC may establish a shared-risk contingency consistent with the Risk Register and the applicable requirements of the CM/GC Scope of Work. All contingency is part of the open-book Cost of Work and may be used only with prior written City approval. Unused contingency may revert to the City or be shared per the Risk Register and CAP Amendment.

Construction Services and CAP Negotiation

The Construction Services phase will be authorized only upon execution of a CAP Amendment that incorporates:

- Approved design documents
- Reconciled Cost Model and OPCC
- ICE validation and variance disposition
- Agreed-upon risk and contingency allocations
- Confirmed subcontractor bid coverage and buyout plan

Routine coordination meetings, cost-model documentation, and open-book reconciliation shall occur per the applicable requirements of the CM/GC Scope of Work. If no agreement is reached, the City retains the options outlined under *Phase Authorization*.

Preconstruction Pricing Components

Pricing includes the following components:

Preconstruction Services Fee (Exhibit B)

The Preconstruction Services Fee is established at an NTE of **\$501,600**.

Preconstruction Key Personnel (Exhibit D)

Key staff for the Preconstruction Services phase, with roles, experience, and billing rates are listed in Exhibit D – Preconstruction Key Personnel. Each individual shall be available for the duration of preconstruction unless otherwise approved by the City.

PART A: PRECONSTRUCTION SERVICES

The CM/GC will participate in the continuing design process as an integral member of the Project Team. The CM/GC will perform Preconstruction Services in accordance with the CM/GC Preconstruction Services Agreement, which will include, but not be limited to, the following tasks.

Task 1: Project Management, Coordination & Meetings

The CM/GC participates as an integrated member of the Project Team, collaborating closely with the City, the Owner's Rep, the ICE, and the Design Consultant throughout preconstruction and construction. The CM/GC takes part in recurring work sessions, milestone design reviews, CAP development discussions, and Partnering Workshops to support coordinated project

delivery. The CM/GC will provide staff availability for early morning, evening, and weekend business outreach meetings as required by the City.

The CM/GC provides qualified and experienced personnel appropriate for the needs of the project, including roles such as Project Manager, Preconstruction Manager, Estimator, Scheduler, and Communications Specialist, with additional staff engaged as needed. The Communications Specialist supports preconstruction and construction communications by preparing draft materials and coordinating with the City's engagement staff as described in Task 10. The CM/GC maintains and updates the Project Responsibility Matrix throughout preconstruction and construction to clearly document ownership of design tasks, construction tasks, submittals, permits, risk items, and stakeholder coordination responsibilities.

To promote effective coordination and decision-making, the CM/GC maintains an organized Action Item Log, prepares meeting agendas, and records meeting summaries. The CM/GC contributes to a Master Decision Log that documents key technical and policy decisions, assumptions, and supporting rationale, ensuring shared understanding across the Project Team.

The CM/GC also prepares and maintains a Project Directory and Stakeholder Coordination Plan that outline key contacts, responsibilities, meeting structures, communication pathways, and collaboration workflows. Monthly progress reports summarize scope, schedule, budget status, risks, issues, and items requiring team discussion to maintain progress. The CM/GC uses the City's Project Management Information System ("PMIS") for maintaining logs, schedules, cost reports, communications materials, and other relevant documentation in a format compatible with City systems.

Deliverables

- Meeting documentation (agendas and summaries)
- Comprehensive Action Item Logs tracking assignments and completion
- Contributions to the Master Decision Log documenting key decisions
- Monthly Progress Reports summarizing scope, schedule, budget, risks, and outstanding actions
- Partnering Workshop records documenting outcomes and commitments
- Project Directory and Stakeholder Coordination Plan
- Project Responsibility Matrix reflecting roles and key staff assignments, including the Communications Specialist

Task 2: Design Review & Constructability

The CM/GC supports the design process by providing ongoing constructability insight and practical field-oriented recommendations. Throughout each design milestone, the CM/GC evaluates the evolving design for clarity, feasibility, sequencing, access needs, construction risks, and opportunities to streamline implementation—particularly within the constraints of an active downtown environment.

The CM/GC reviews design documents at each milestone and provides coordinated feedback to the City and Design Consultant. Reviews address constructability, staging and logistics, utility coordination, integration with business access strategies, material availability, schedule implications, and opportunities to reduce complexity. The CM/GC identifies issues that may affect cost, schedule, risk, or stakeholder impacts and offers recommendations for consideration by the Project Team.

Review comments are organized in a structured Design Review Log that supports discussion and resolution among team members. The CM/GC works directly with the Design Consultant and project partners to clarify assumptions, confirm constructability strategies, refine details, and contribute to a well-coordinated design package suitable for procurement and construction. CM/GC will identify conflicts between traffic control, business access, staging, and utility outages early enough for design incorporation. Constructability input does not change the Design Consultant's responsibility unless later incorporated into contract documents.

The CM/GC also supports evaluation of design elements with a particular focus on maintaining safe pedestrian routes, managing business access, accommodating utilities, and reducing future change risks. Opportunities for early work packages and LLTP considerations are noted as part of these reviews. In the event of material variances between CM/GC and ICE cost assumptions, both parties will participate in reconciliation meetings; however, the CM/GC will not unilaterally revise assumptions that conflict with the City's Cost Model direction. If the design team provides 3D or BIM models, the CM/GC will incorporate model-based conflict detection into its constructability review.

Deliverables

- Constructability Review Reports at each design milestone
- Design Review Log documenting comments, clarifications, and recommendations
- Annotated design sheets or marked-up drawings, as applicable
- Summaries of constructability issues, risk considerations, and recommended mitigation measures
- Input on opportunities for early work packages or procurement strategies informed by constructability

Task 3: Cost Estimating & Budget Validation

The CM/GC prepares detailed OPCC at the 30% (Schematic Design), 60% (Design Development), and 90% (Final Design) milestones. These estimates inform design evaluation, risk discussions, value-engineering efforts, and preparation for later cost alignment activities. Additional OPCCs may be developed to assess design refinements, phasing alternatives, potential early work packages, or long-lead procurement considerations.

All OPCCs are developed on an open-book basis and formatted in both CSI UniFormat® and MasterFormat®. The CM/GC shall coordinate closely with the ICE to support transparent comparison of assumptions, quantities, pricing, and risk considerations. The CM/GC participates in structured Cost Model Meetings with the City, Owner's Rep, Design Consultant,

and ICE to review major cost components including quantity takeoffs, unit pricing, escalation factors, labor productivity, subcontractor interest, and market conditions.

Each OPCC identifies and documents:

- direct construction cost by trade;
- allowances, contingencies, and risk-related factors;
- estimating assumptions, escalation considerations, and unit-rate backup;
- any self-perform assumptions (if applicable);
- long-lead items and potential early work opportunities; and
- scope clarifications or items needing team discussion.

To support collaborative reconciliation, each OPCC includes a Variance Summary comparing CM/GC and ICE assumptions. Variances are highlighted by major cost category, with explanations for significant differences to support informed decision-making across the project team.

The CM/GC maintains a Cost Trend Log throughout design, capturing updated information on escalation, material pricing, subcontractor feedback, procurement risks, and emerging cost drivers. Market outreach is conducted prior to each design milestone to validate labor availability, supplier pricing, subcontractor capacity, and regional trends.

If an OPCC indicates potential misalignment with the FLOCC, the CM/GC provides timely notification and recommends possible adjustments such as value-engineering opportunities, design clarifications, procurement strategies, or schedule refinements to help maintain alignment with the overall budget framework.

Deliverables

- Formal OPCC estimates at the 30%, 60%, and 90% design milestones
- Variance Summaries coordinated with the ICE, documenting major assumptions and explanations
- Documentation from Cost Model meetings, including reconciliation notes and action items
- Updated Cost Trend Log identifying key cost drivers and escalation considerations
- Market Conditions Summary addressing labor availability, subcontractor capacity, supply-chain issues, and regional cost trends
- Updated cash-flow forecasts reflecting anticipated expenditure curves and construction cash needs
- Narrative summary of cost drivers, value-engineering outcomes, identified risks, and recommended adjustments to support ongoing budget alignment

Task 4: Schedule Development & Validation

The CM/GC shall develop and maintain a comprehensive Preconstruction and Construction Schedule using Primavera® P6, with the capability to incorporate cost and resource information. The schedule begins at project initiation and is refined throughout preconstruction

to reflect design milestone dates, risk management activities, procurement sequencing, cost-model development, and preparation for the CAP. Each schedule submission will include a Schedule Basis Narrative describing calendars, crews, production rates, assumptions, risks, and logic drivers.

The Preconstruction Schedule identifies key deliverables, decision points, milestone dates for the 30%, 60%, and 90% design submissions, and the coordination activities needed to support design progression. The Construction Schedule (Task 16) outlines the critical path, early work opportunities, long-lead procurement considerations, and phasing strategies needed to maintain business access, traffic operations, pedestrian mobility, and overall community continuity.

At each design milestone, the CM/GC conducts a Schedule Risk Analysis that evaluates float, production assumptions, escalation exposure, sequencing considerations, and long-lead material dependencies. Risk summaries developed through this process help inform updates to the cost model and contribute to CAP development discussions.

The CM/GC coordinates schedule development with the Design Consultant, Owner's Rep, and ICE to ensure alignment among design progression, procurement strategy, market conditions, and cost assumptions. Monthly schedule updates include both PDF and native Primavera® P6 (XER) files, along with a written narrative that documents progress, key assumptions, risks, and any recommended adjustments. Schedules will incorporate blackout or restricted-impact periods identified by the City and LDDA (e.g., holidays, events, and high-commerce windows).

The CM/GC also prepares and regularly updates construction phasing studies that address traffic management, pedestrian routing, business access sequencing, staging logistics, material laydown, haul routes, and potential night-work or off-peak strategies. These phasing studies support design refinement, stakeholder engagement, and preparation of the City's Business Access & Continuity Plan.

Deliverables

- Comprehensive Primavera® P6 Preconstruction and Construction Schedules (PDF + XER)
- Schedule Risk Analysis summaries at the 30%, 60%, and 90% design milestones
- Monthly schedule updates with narratives, progress assessments, and variance summaries
- Phasing and access studies addressing traffic, pedestrian mobility, business access, and staging logistics
- Three-month look-ahead schedules supporting procurement and construction readiness
- Recovery schedules and associated corrective-action recommendations, if needed

Task 4A: Maintenance of Traffic (MOT) Plan Development

The CM/GC shall develop, maintain, and progressively refine a comprehensive Maintenance of Traffic (“MOT”) Plan as a core component of the Project’s Construction Phasing Strategy. The MOT Plan shall be initiated early in preconstruction and advanced at each design milestone (30%, 60%, and 90%) in coordination with the City, Owner’s Representative, Design Consultant, and ICE. The plan shall address vehicular, pedestrian, bicycle, and ADA-compliant circulation; business access and visibility; temporary traffic control measures, lane configurations, and detours; temporary parking and curbside management strategies; construction staging and haul routes; and coordination with emergency services, transit operations, and special event conditions.

The MOT Plan shall be developed through and informed by structured workshops, including Business Access and Continuity, MOT and Mobility, and Utility Coordination workshops. Outcomes from these workshops—including key decisions, assumptions, and action items—shall be documented and incorporated into the evolving MOT Plan. At each stage, the CM/GC shall evaluate the MOT Plan for constructability and feasibility, ensuring alignment with proposed construction sequencing, utility phasing, and real-world field conditions, and shall provide recommendations to refine access, safety, and operational continuity.

The CM/GC shall ensure that the MOT Plan is fully integrated into the Project Schedule, Basis of Estimate (BOE), OPCCs, and the Project Risk Register. All traffic control measures, phasing constraints, and access requirements shall be reflected in schedule logic, cost assumptions, and risk mitigation strategies. The MOT Plan shall serve as a foundational input to cost modeling, construction phasing decisions, and stakeholder coordination efforts throughout preconstruction.

Deliverables

- MOT Plan (30%, 60%, and 90% design milestone updates)
- MOT Plan exhibits and graphics suitable for stakeholder communication and decision-making
- Documentation of workshop inputs and decisions incorporated into the MOT Plan
- Narrative summary of assumptions, constraints, risks, and mitigation strategies
- Integration confirmation with schedule, cost model, and risk register

Task 5: Value Engineering

The CM/GC shall lead an ongoing, structured Value Engineering (“VE”) effort throughout the preconstruction phase to enhance project value, reduce cost and schedule risks, and support long-term performance objectives. VE discussions begin early in the project and continue through each design milestone, with recommendations coordinated through Cost Model meetings and documented for team review.

The CM/GC shall collaborate with the City, Owner’s Rep, Design Consultant, and ICE to identify and evaluate potential alternatives related to materials, systems, construction methods, sequencing, procurement strategies, sustainability features, business access considerations, and lifecycle performance. Each idea is assessed for technical feasibility, consistency with design intent, constructability, stakeholder impacts, durability, and overall cost/benefit.

At each OPCC milestone (30%, 60%, and 90%), the CM/GC shall update and present a VE Log that captures new ideas, previously evaluated alternatives, and changes in status. The CM/GC quantifies the first-cost and lifecycle implications of VE concepts that the project team elects to explore further. Recommendations that would influence design are coordinated with the Design Consultant and reflected in the Design Review Log.

VE recommendations are advisory in nature and are incorporated into subsequent estimates and cost modeling only when the Project Team agrees that an idea aligns with project goals and is appropriate to carry forward. VE proposals will include qualitative discussion of durability, maintenance, long-term operations, and supply-chain risk.

Deliverables

- VE Workshop summaries documenting alternatives evaluated and supporting analysis
- Maintained VE Log tracking ideas, evaluation status, rationale, and estimated cost/schedule implications
- Cost/Benefit summaries outlining first-cost changes, lifecycle considerations, and any relevant trade-offs
- Documentation illustrating how accepted VE items were integrated into OPCC updates, Cost Model meetings, and subsequent cost-alignment discussions

Task 6: Risk Management

The CM/GC shall actively participate in the Project's comprehensive Risk Management Program throughout preconstruction. Working collaboratively with the City, Owner's Rep, Design Consultant, and ICE, the CM/GC supports structured processes to identify, assess, quantify, and mitigate risks that may influence cost, schedule, quality, safety, public access, or stakeholder experience.

The CM/GC shall take part in formal Risk Workshops at each design milestone—typically at 30%, 60%, and 90%—to inform updates to the shared Project Risk Register. Each session evaluates new and emerging risks, reviews probability and impact assessments, and refines mitigation strategies. The CM/GC maintains a Risk Mitigation Action Log that links each risk to triggers, early warning indicators, recommended mitigation actions, and timelines. The CM/GC will maintain a Risk Transfer Log documenting any proposed transfer of risk from design to construction or vice versa, including basis, rationale, and City direction.

The CM/GC shall provide input to help quantify potential cost and schedule implications associated with identified risks. This information supports updates to the City's Cost Model, contributes to recommendations for milestone OPCC contingencies, and informs CAP development. Between workshops, the CM/GC monitors high-priority risks and coordinates with the Project Team when new or urgent risks require discussion or adjustment.

All risk-related assessments, analyses, and supporting assumptions are developed transparently and coordinated with the ICE to maintain alignment between qualitative risk considerations, quantitative modeling, and cost-model updates.

Deliverables

- Updated Risk Register inputs at each design milestone, including probability and impact insights
- Risk Mitigation Action Log documenting triggers, mitigation measures, responsible parties, and current status
- Milestone Risk Summaries (30%, 60%, 90%) quantifying potential schedule and cost implications and identifying recommended contingency considerations

Task 7: Bid Packaging, Procurement & Subcontractor Strategy

The CM/GC shall develop recommendations for an overall bid packaging and construction phasing strategy that supports cost efficiency, schedule optimization, constructability, and risk reduction, while also minimizing impacts to businesses, pedestrians, traffic, and day-to-day downtown operations. Bid packaging strategies may incorporate opportunities for early work packages and LLTP items to help address schedule-critical materials and reduce escalation exposure.

The CM/GC shall prepare a Subcontractor Procurement and Selection Plan that outlines the proposed structure of bid packages, approaches to market outreach, general prequalification considerations, procurement sequencing, and key selection milestones. The plan shall describe how the CM/GC intends to organize the subcontracting marketplace, promote interest, and structure bid opportunities in a manner that supports competitive pricing and alignment with project phasing.

The CM/GC maintains transparency in its procurement approach by documenting market engagement activities, bid coverage, and pricing considerations throughout preconstruction. The CM/GC conducts ongoing market outreach to confirm subcontractor capacity, interest levels, material availability, and emerging pricing trends. Findings from this outreach inform OPCC development, cost-model updates, LLTP validation, and preparation for future CAP discussions. These efforts also help identify risks related to labor availability, supply chain constraints, or limited competition within specific trades.

For LLTP items and potential early work packages, the CM/GC shall prepare Procurement Review Reports summarizing bid results and procurement considerations. These summaries may include bid tabulations, comparative pricing, warranty considerations, schedule implications, and identified risks. This information is used by the Project Team to evaluate procurement options and prepare for subsequent phases of cost alignment and CAP development.

Deliverables

- Bid & Phasing Strategy Memorandum, including recommendations for LLTP and early-work packages
- Subcontractor Procurement and Selection Plan outlining bid package structure and sequencing

- Market Outreach summary documenting subcontractor capacity, interest levels, and pricing trends
- Procurement Review Reports for LLTP and early-work packages, including bid tabulations, pricing comparisons, warranty notes, schedule implications, and identified risks

Task 8: Construction Agreed Price Development

The CM/GC shall develop a CAP proposal when a construction package or LLTP package reaches a level of design suitable for detailed pricing, generally around the 90% design milestone. CAP proposals are prepared using an open-book approach that reflects current market conditions, subcontractor pricing, validated quantities, and the cost assumptions refined throughout the Cost Model process.

Each CAP proposal provides detailed line-item costs, pricing assumptions, allowances, contingencies, escalation considerations, and documentation for any proposed self-performed work. Clarifications, assumptions, exclusions, and risk factors are identified so the Project Team can clearly understand the basis for the proposal. CAP submissions typically include a proposed agenda and suggested discussion topics to guide the CAP Review meeting.

As part of CAP development, the CM/GC shall work collaboratively with the City, the Owner's Rep, the Design Consultant, and the ICE. These discussions help refine quantities, phasing considerations, risk inputs, escalation assumptions, procurement strategies, and subcontractor market interest. Supporting materials shall be shared in a format that allows the ICE to independently review and compare cost assumptions.

The CM/GC shall participate in review sessions and cost-model discussions to address questions, provide supporting information, and discuss any differences identified during reconciliations. When appropriate, the CM/GC may prepare additional CAP proposals for LLTP items, early-work packages, or phased construction elements, following the same open-book development approach.

CAP Basis Requirements

Each CAP proposal includes a CAP Basis package that organizes documentation needed to support Project Team evaluation and discussion. The CAP Basis package may include, but is not limited to, the following components:

Cost Documentation

- Detailed line-item cost breakdowns organized by CSI division and bid package
- Subcontractor bid tabulations showing bids received, pricing comparisons, qualifications, alternates, and exceptions
- Information on proposed self-performed work, such as:
 - anticipated crew compositions
 - labor classifications
 - production rates and unit prices

- equipment and rate information

Allowances, Contingencies, and Escalation

- List of allowances with scope descriptions, basis of estimate, values, inclusions, and exclusions
- Summary describing how contingencies were considered in the CAP development, including key assumptions and cost or schedule risks addressed
- Escalation considerations supported by current market data, subcontractor feedback, and supply-chain insights

Schedule, Phasing, and Procurement Assumptions

- Key schedule and phasing assumptions, such as anticipated duration, major drivers on the critical path, phased work requirements, night-work considerations, and timing related to long-lead procurement
- Identification of LLTP items included in the CAP with supporting rationale and procurement-related information

Clarifications, Assumptions, and Exclusions

- Consolidated list of clarifications, assumptions, exclusions, and dependencies used in preparing the CAP proposal

Variance Documentation

- A CAP Variance Summary comparing the proposed CAP to the most recent OPCC and the current Cost Model, highlighting major differences, cost drivers, and relevant risk considerations.

Deliverables

- Draft and final CAP proposals prepared using an open-book format with detailed cost breakdowns
- Participation in Cost Model meetings and collaborative review sessions with the City, Owner's Rep, Design Consultant, and ICE
- A complete CAP Basis package, including:
 - subcontractor bid tabulations
 - clarifications and assumptions
 - contingency and escalation considerations
 - any supporting information related to LLTP or early-work elements
- Additional CAP proposals for early-work or LLTP packages when relevant to project sequencing or procurement strategy

Task 9: Construction Phase Readiness & Transition

As the project transitions from preconstruction into active construction, the CM/GC shall support the City and project partners with completing the activities needed to ensure a smooth and well-

coordinated start to field operations. Working collaboratively with the City, Owner's Rep, Design Consultant, and ICE, the CM/GC shall help finalize the Construction Schedule, confirm risk mitigation strategies, and ensure that all construction-phase plans, submittals, and coordination processes are ready for implementation.

The CM/GC shall prepare construction-phase management plans such as the Quality Control Plan, Worker and Public Safety Plan, and Material Sourcing Plan, along with other mobilization documents needed for an orderly transition into construction. The CM/GC shall also assist the City and project partners with organizing supporting documentation for the transition from design into construction. The CM/GC will prepare a Pre-Mobilization Hazard Analysis identifying pedestrian, business, and traffic risks expected during early field activities.

Prior to mobilization, the CM/GC shall participate in a Construction Readiness Review with the City, Owner's Rep, and Design Consultant. This review confirms that the project team is aligned on constructability considerations, staging feasibility, subcontractor onboarding, permitting needs, utility coordination, and procurement milestones that influence schedule and phasing. Any outstanding issues, risks, or items requiring further coordination shall be documented so they can be resolved prior to the start of construction activities.

The CM/GC shall coordinate closely with the Owner's Rep, Design Consultant, City Communications & Engagement staff, and the LDDA to finalize the Business Access & Continuity Plan. The CM/GC's role includes validating construction phasing, access routing, field logistics, and feasibility considerations to ensure that the plan can be effectively implemented during construction. The Design Consultant remains responsible for preparing the final plan documentation.

These readiness activities support a seamless shift from design to construction, reinforce commitments to stakeholders, and help minimize early construction changes or disruptions to downtown businesses, residents, pedestrians, and essential services.

Deliverables

- Baseline Construction Schedule aligned with the CAP, risk considerations, and resource needs
- Quality Control Plan
- Worker and Public Safety Plan, including strategies for maintaining business and pedestrian access
- Material Sourcing Plan identifying LLTP items and procurement timelines.
- Final Business Access & Continuity Plan, coordinated with the City and LDDA
- Transition Communication memo summarizing coordination with City Communications & Engagement staff
- Construction Readiness Checklist documenting readiness status for pre-mobilization activities

Task 10: Community Engagement & Communications Support

The CM/GC shall include a dedicated Communications Specialist as part of the Project Team to support the City's community engagement and public information efforts throughout preconstruction and during the transition into construction. This role may be filled by CM/GC staff or a subconsultant, and shall function as an integrated member of the CM/GC's management team. The Communications Specialist shall work closely with the City's Communications & Marketing Department, the Owner's Rep, and the Design Consultant to help ensure that information shared with the public is timely, accurate, and aligned with project messaging.

The Communications Specialist shall develop and maintain tools and materials that clearly communicate construction phasing, access strategies, pedestrian and business impacts, and key logistical considerations. These materials shall be coordinated with the City's engagement staff to ensure consistency with the broader project communications program. The CM/GC will not publish, post, distribute, or verbally communicate any field updates, staging plans, or access changes without City approval.

Core responsibilities include:

- Assisting with development of public-facing graphics such as detour maps, staging plans, access and parking information, business access signage, and phasing illustrations
- Preparing business-focused outreach materials aligned with the Business Access & Continuity Plan, including storefront access information, delivery coordination guidance, and loading or parking considerations
- Participating in stakeholder and business meetings with City staff to help explain construction logistics, receive feedback, and support coordinated engagement
- Maintaining a Communications Log that documents outreach activities, business feedback, follow-up actions, and updates to mitigation strategies
- Coordinating with the CM/GC's construction management team to ensure that all messaging accurately reflects current schedules, phasing, access routes, and field conditions

Throughout preconstruction, the CM/GC shall support the City's communication program by helping maintain consistent messaging, providing timely updates, and contributing to an active outreach presence. During construction, communications-related responsibilities shift to Task 20.

Deliverables

- Identification of the Communications Specialist within the CM/GC staffing plan
- Draft outreach materials and logistics graphics developed in collaboration with City staff
- A communications calendar aligned with design milestones, LLTP considerations, CAP development, and preconstruction transition activities
- Documentation of participation in stakeholder and business meetings

- Contributions to the Business Access & Continuity Plan, including construction phasing inputs and access logistics
- Public communication materials such as maps, graphics, signage concepts, and informational bulletins
- A Communications Log summarizing outreach activities, feedback received, mitigation updates, and follow-up actions

EXHIBIT B

Preconstruction Services Fee – Summary by Task

Task No.	Task Name	Labor Fee (\$)	Subconsultant Fee (\$)	Other Direct Costs (\$)	Total Task Fee (\$)
1	Project Management, Coordination & Meetings	\$ 75,800.00			\$ 75,800.00
2	Design Review & Constructability	\$ 75,300.00			\$ 75,300.00
3	Cost Estimating & Budget Validation	\$ 90,200.00			\$ 90,200.00
4	Schedule Development & Validation	\$ 42,900.00			\$ 42,900.00
5	Value Engineering (VE)	\$ 47,100.00			\$ 47,100.00
6	Risk Management	\$ 52,200.00			\$ 52,200.00
7	Bid Packaging, Procurement & Subcontractor Strategy	\$ 18,700.00			\$ 18,700.00
8	Construction Agreed Price (CAP) Development	\$ 21,700.00			\$ 21,700.00
9	Construction Phase Readiness & Transition	\$ 38,900.00			\$ 38,900.00
10	Community Engagement & Communications Support	\$ 4,100.00	\$ 25,200.00	\$ 9,500.00	\$ 38,800.00

Total Preconstruction Fee (\$)	\$ 501,600.00
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EXHIBIT C

Responsibility Matrix

R = Responsible, A = Accountable, C = Consult, I = Inform

Task Group (1–20)	David Huntsinger, PE Preconstruction Manager	John Koussis Project Manager
Part A – Preconstruction (Tasks 1 – 10) Primary Lead: David Huntsinger, Preconstruction Manager		
1 Project Management, Coordination & Meetings	A/R	C
2 Design Review & Constructability	A/R	C
3 Cost Estimating & Budget Validation	A/R	I
4 Schedule Development & Validation	A/R	C
5 Value Engineering	A/R	C
6 Risk Management	A/R	C
7 Bid Packaging, Procurement & Subcontractor Strategy	A/R	I
8 Construction Agreed Price Development	A	R
9 Construction Phase Readiness & Transition	A/R (Shared)	A/R (Shared)
10 Community Engagement & Communications Support	A/R	I
Construction Notice to Proceed		
Part B – Construction (Tasks 11-20) Primary Lead: John Koussis, Project Manager		
11 Construction Administration & Project Controls	I	A/R
12 Construction Management & Supervision	I	A/R
13 Quality Assurance & Quality Control	C	A/R
14 Safety & Environmental Compliance	I	A/R
15 Subcontractor & Vendor Management	C	A/R
16 Construction Schedule Management	I	A/R
17 Risk Management & Business Impact Mitigation	C	A/R
18 Permitting, Compliance & Close Coordination	C	A/R
19 Project Closeout & Handover	C	A/R
20 Community Engagement & Communications Support	C	A/R

EXHIBIT D

Preconstruction Key Personnel

Role	Name	Firm	Years of Relevant Experience	Anticipated % of Time	Primary Responsibilities	Hourly Billing Rate (\$/hr) - informational only
Project Executive	Jesse Gross	Ames Construction	22	20	Executive oversight; issue escalation; City interface	\$ 259.00
Preconstruction Manager	David Huntsinger	Ames Construction	37	100	Lead preconstruction, design and constructability oversight, risk alignment, OPCC coordination	\$ 246.00
Lead Estimator	Brodie Parsons	Ames Construction	18	50	Cost estimating; pricing milestones; risk identification; CAP development	\$ 179.00
Project Manager	John Koussis	Ames Construction	13	100	Day-to-day coordination; cost and schedule tracking; City, Design Consultant, ICE coordination	\$ 188.00
Scheduler / Planning Lead	Clint Davis	Ames Construction	28	50	Preconstruction schedule; phasing analysis; constructability sequencing	\$ 158.00

Note: Other personnel may support preconstruction services at the CM/GC's discretion, provided such support does not reduce the availability or responsibilities of the required Key Personnel.