

# AIA<sup>®</sup> Document A105<sup>®</sup> – 2017

## Standard Short Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the Seventh day of March in the year 2025  
(In words, indicate day, month and year.)

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

Foundry Loveland Metropolitan District, a quasi-governmental entity  
550 W Eisenhower Boulevard,  
Loveland CO 80537

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

Brinkman Construction, Inc., a Colorado Corporation  
3528 Precision Drive, Suite 100  
Fort Collins, CO 80538

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

Foundry Stage – Construction of a cast-in place stage in the Foundry Plaza

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

BHA Design  
111 S Meldrum Steet  
Fort Collins, CO 80521

The Owner and Contractor agree as follows.

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

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

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of, which are hereby incorporated into this Contract by reference:

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:		
<b>Number</b>	<b>Title</b>	<b>Date</b>
See Exhibit C		

Specifications:		
<b>Section</b>	<b>Title</b>	<b>Pages</b>

- .3 addenda prepared by the Architect as follows:
- |               |             |              |
|---------------|-------------|--------------|
| <b>Number</b> | <b>Date</b> | <b>Pages</b> |
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- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

- Exhibit A. Contractor’s Estimate
- Exhibit B. Contractor’s Assumptions and Exclusions
- Exhibit C. Drawings
- Exhibit D. Construction Schedule
- Exhibit E. Contractor’s Labor Rates
- Exhibit F. Contractor’s Tool & Equipment Rental Rates

- .6 Conflicts or discrepancies among the Contract Documents will be resolved by giving documents priority according to the following order of precedence:
  - 1. Modifications to this Agreement signed by both parties, with the latest of such taking precedence.
  - 2. Contractor’s Assumptions and Exclusions.
  - 3. This Agreement.
  - 4. Addenda, with those of later date having precedence over those of earlier date.
  - 5. Submittals
  - 6. Drawings
  - 7. Specifications.
  - 8. Other documents specifically enumerated in this Agreement as part of the Contract Documents.

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 2.1** The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. *(Insert the date of commencement if other than the date of this Agreement.)*

the date that is ten (10) calendar days after the latest of the date on which the Contractor receives (1) the notice to proceed issued by the Owner, (2) the full building permit, (3) 100% “for construction” drawings and specifications for the Work, and, (4) acceptable evidence of Owner's ability to satisfy its financial obligations under this Agreement.

**§ 2.3 Substantial Completion:**

**§ 2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: *(Check the appropriate box and complete the necessary information.)*

Not later than ( 60 ) calendar days from the date of commencement.

By the following date:

**§ 2.3.2** Owner and Architect will establish a list of Punch List Items before the scheduled date of Substantial Completion. The term “Punch List Items” refers to identified defects in the Work that do not materially interfere with Owner’s use or enjoyment of the Project or Owner’s business operations. The value of the Punch List Items will be jointly established by Owner and the Architect and then be distributed by the Contractor to its Subcontractors for correction. The Contractor will notify Architect and Owner when, based on the Contractor’s direct inspection, Punch List Items are ready to be re-inspected by Architect and Owner to confirm completion. Owner may withhold one hundred and fifty percent (150%) of the value established for the Punch List Items, to be released to the Contractor as the Punch List Items are completed.

**§ 2.3.3** Included in the Contract Time are [02] days that are anticipated to be lost due to adverse or inclement weather (the “Scheduled Weather Days”). A day shall be considered lost due to adverse or inclement weather if work that is on the critical path for any phase or for the entirety of the Work cannot proceed as planned for at least

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four (4) hours of a scheduled work day (each such day, a "Weather Delay Day"). Contractor will advise Owner monthly as to the status of claimed Weather Delay Days. At such time as the accumulated number of Weather Delay Days exceeds the Scheduled Weather Days, the difference shall constitute a time extension and, from that point forward, Owner and Contractor shall, on a monthly basis, execute a Change Order adjusting the Contract Time and adding a commensurate \$[TBD]/day for general conditions to the Contract Sum for each subsequent Weather Delay Day.

**ARTICLE 3 CONTRACT SUM**

**§ 3.1** The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is: the stipulated sum of

(\$ 158,343.00 )One hundred fifty eight thousand three hundred forty three and no cents  
The Contract Sum is based upon the following:

*(Paragraph Deleted)*

Contractor's Estimate dated [1/21/25] attached as Exhibit A;  
*(Table Deleted)*

Contractor's Assumptions and Exclusions, attached as Exhibit B;  
*(Paragraph Deleted)*

Contractor's Labor Rates, attached as Exhibit E;  
*(Paragraph Deleted)*

Contractor Tool & Equipment Rental Rates, attached as Exhibit F.

**§ 3.4** Allowances, if any, included in the Contract Sum are as follows:  
*(Identify each allowance.)*

Item	Price
------	-------

**§ 3.5**

**Extraordinary Events.** Extraordinary events may result in material shortages, allocations and cost increases, or "surcharges" being placed on various construction materials necessary to perform the Work. Due to the unpredictable nature of such surcharges and material shortages, Contractor cannot guaranty prices for trades whose work includes construction materials subject to such shortages or cost increases, including but not limited to steel-related products, all wood-related products, concrete, and petroleum-related products. Owner acknowledges and agrees that the Contract Sum does not include an allowance or contingency for such shortages or costs increases, and, accordingly, agrees that Contractor is entitled to a Change Order increasing the Contract Sum by the actual increase in the Cost of Work resulting from any such escalation of costs or shortages of materials beyond Contractor's reasonable control. Contractor will use commercially reasonable efforts to minimize the impacts of any such escalation in material costs or shortages of materials. In the event a shortage of materials impacts the critical path of Contractor's performance of the Work, Contractor will be entitled to a Change Order extending the Contract Time by the substantiated period of delay.

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**ARTICLE 4 PAYMENTS**

**§ 4.1** Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12. If the Owner fails to make timely payment, the Contractor may, upon seven additional days’ written notice to Owner and the Architect, stop the Work until payment of the amount owing has been received. If payment still has not been received within thirty (30) days after such notice, Contractor may, at its sole discretion, without prejudice to any other rights or remedies, terminate this Agreement pursuant to Section 16.1, pursue legal action as set forth in this Contract for such amount owing and all other costs incurred arising from such default (including demobilization costs), and/or take other appropriate action to enforce its legal rights.

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

**§ 4.1.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold five percent (5%) retainage from the payment until the Work is fifty percent (50%) complete, at which time no further retainage will be withheld on subsequent Application for Payments long as the first fifty percent (50%) of the Work has been completed satisfactorily. Notwithstanding the foregoing, Owner may not withhold retainage on Contractor’s permit costs, use taxes (if any) or insurance premiums for which Owner is required to reimburse Contractor pursuant to this Agreement. Upon Substantial Completion, Owner will release to Contractor any retainage in excess of one hundred fifty percent (150%) of the Contract Sum attributable to outstanding punchlist items or any incomplete Work. Owner will release all remaining retainage to the Contractor no later than ten (10) business days after Final Completion.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month

**§ 4.2** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

*(Paragraph Deleted)*

*Eight (8%) percent per annum*

**ARTICLE 5 INSURANCE**

**§ 5.1** The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

**§ 5.1.1** Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$1,000,000 ) each occurrence, (\$ 2,000,000 ) general aggregate.

**§ 5.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ 5.1.3** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 5.1.4** Workers’ Compensation at statutory limits.

**§ 5.1.5** Employers’ Liability with policy limits not less than (\$ 500,000 ) each accident, (\$ 500,000 ) each employee, and (\$ 500,000 ) policy limit.

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§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner’s property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect’s consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in Section 5.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 5.1. The certificates will show the Owner as an additional insured on the Contractor’s Commercial General Liability and excess or umbrella liability policy.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10. The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

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**§ 6.4 Ownership and Use of Architect’s Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

**§ 6.5 Notice and Authorized Representative**

Any notice required to be given under this Agreement to Owner or Contractor shall be given in writing at the addresses set forth above addressed to that party’s authorized representative via: (i) personal hand delivery; (ii) United States Mail, First Class, Return Receipt Requested; (iii) nationally recognized courier, return receipt requested; or (iv) email. Such notice given to the authorized representative of the other party via email shall be sent to the email address of such authorized representative set forth *in this Agreement. Such notice shall be deemed given on the date delivered if personally delivered, on the date shown on the return receipt if mailed, on the date delivery is refused, if refused, or on the date emailed. Any party may change the address for notices by providing written notice of its new address in the manner described above.*

Owner’s authorized representative is Abby Powell, with an email address of apowell@lovelandpartnership.org.

Contractor’s authorized representative is Matt Brown with an email address of matt.brown@brinkmanconstruction.com. Any party may change their respective authorized representative at any time by providing written notice of the name and email address of the new authorized representative.

**ARTICLE 7 OWNER**

**§ 7.1 Information and Services Required of the Owner**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner.

**§ 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

**§ 7.1.3** Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

**§ 7.2 Owner’s Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

**§ 7.3 Owner’s Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

**§ 7.4 Owner’s Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, damage to the Work, or defective construction by Owner or Owner’s separate contractor.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner’s own forces and separate contractors employed by the Owner.

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## ARTICLE 8 CONTRACTOR

### § 8.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Owner's Architect and other design professionals shall maintain responsibility for the adequacy of design, and that all design documents are appropriately coordinated between the various trades' design documents, as well as ensuring any modifications to the design during the course of construction are incorporated into the drawings and coordinated between the design documents.

### § 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information, the Contractor may submit a Claim.

### § 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Contractor shall not be responsible for concealed or latent deficiencies in work previously performed by others.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

### § 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

### § 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5. This warranty shall commence upon Substantial Completion of each portion of the Work and shall continue only for a period of one year thereafter. Contractor hereby expressly disclaims any other warranties, guaranties and/or representations, whether express or implied, that may arise by statute, common law or otherwise.

### § 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

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**§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

**§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

**§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

**§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

**§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its , and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Contractor and its employees from and against claims by third-parties for damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Owner, anyone directly or indirectly employed by Owner for whose acts Owner may be liable.

**ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor’s responsibility. The Architect will not be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents.

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§ 9.4 Based on the Architect’s observations and evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor’s submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

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

§ 9.9 The Architect’s duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

**ARTICLE 10 CHANGES IN THE WORK**

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

**ARTICLE 11 TIME**

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, concealed or unknown physical conditions, act or neglect of Owner, Owner’s separate contractors or Architect, abnormal adverse weather conditions not reasonably anticipable, changes in law, restraint of performance of the Work by a governmental authority, riots, sabotage, vandalism, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor’s control, the Contract Time and Contract Sum shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

**ARTICLE 12 PAYMENTS AND COMPLETION**

**§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. If Owner elects to issue payment to Contractor by wire payment, before initiating a payment the Owner shall (i) verbally confirm the wire transfer instructions and account numbers with the Contractor’s accounting department by calling the general line (970) 267-0954, and requesting to speak with accounting (ii) providing answers to predetermined questions

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established by “out-of-band” communication in order to authenticate Owner’s identity, (iii) initiate a \$1.00 test wire transfer to the authorized account, and (iv) confirm the receipt of such test wire transfer by Contractor’s accounting contact. These wire transfer security procedures shall be approved by Owner’s insurer before initiating a wire transfer in accordance with such procedures.

**§ 12.2 Applications for Payment**

**§ 12.2.1** The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor’s right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. The allocation of the Contract Sum under this Section shall not constitute a separate sum for each individual line item in the schedule of values.

**§ 12.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner’s interests.

**§ 12.3 Certificates for Payment**

The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect’s reason for withholding certification in whole. If certification or notification is not made within such seven day period or if Contractor has not received payment of the amount owing within twenty-one (21) days after the Contractor’s Application for Payment is received (except to the extent Owner properly withholds payment pursuant to this Section 12.3), the Contractor may, upon seven additional days’ written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay. In the event that Contractor has not received payment of the amount owing within fourteen (14) days after Contractor stops the Work pursuant to this Section 12.3, Contractor may, in its sole discretion, without prejudice of its rights and remedies, terminate this Contract as set forth in Section 16.1, pursue legal action as set forth in this Contract for such amount owing and all other costs incurred arising from such default (including demobilization costs), and/or take other appropriate action to enforce its legal rights.

**§ 12.4 Progress Payments**

**§ 12.4.1** Within thirty (30) days after the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

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

**§ 12.5 Substantial Completion**

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

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Receipt of a Certificate of Occupancy, or Temporary Certificate of Occupancy, shall constitute evidence that Substantial Completion has been achieved.

**§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment. The Owner’s final payment to the Contractor shall be made no later than twenty-one (21) days after the issuance of the Architect’s final Certificate for Payment. The final Application for Payment shall be deemed certified ten (10) days after submittal unless Owner and Architect object in writing to all or part of the final Application for Payment within that time.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

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

**ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

**ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor’s other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

**§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

**§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Architect requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 15.3 Governing Law**

The Contract shall be governed by the law of Colorado.

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**ARTICLE 16 TERMINATION OF THE CONTRACT**

**§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

**§ 16.2 Termination by the Owner for Cause**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

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

**§ 16.2.2** When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice and opportunity to cure, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

**§ 17.1 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes but is not limited to:

- .1 damages incurred by the Owner for rental expenses, for losses of use, for loss of income, revenue or profit, for financing cost or loss of financing, for impact to business and reputation, for additional taxes, interest, penalties and insurance, for diminution in value of property, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages and applies to any claim of breach, default or due to either party’s termination in accordance with this Contract.

**§ 17.2 Dispute Resolution.** The parties shall submit disputes to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement., For any claim subject to, but not resolved by, mediation, the


method of binding dispute resolution shall be by binding arbitration. Any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by Judicial Arbiter Group, Inc. (JAG) and the arbitration shall be governed by the Colorado Rules of Civil Procedure and the Colorado Rules of Evidence, unless otherwise agreed between the parties. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than six (6) years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section.


The Owner and Contractor hereby expressly waive the right to trial by jury in connection with any litigation or judicial proceeding relating to or concerning this Contract, the Work or the conduct, omission, action, obligations, duty, right, benefit, privilege or liability of a party. This waiver of right to jury trial is separately given and is a knowing, intentional and voluntarily made the by the parties. The parties had opportunity to seek legal counsel concerning this waiver. This waiver shall apply to this Contract and any future amendments, supplements or modifications hereto.

In the event of any dispute arising under or related to this Agreement, the party who substantially prevails on the claims or counterclaims it asserts with respect to such dispute shall be awarded its costs and reasonable attorneys' fees in any arbitration or litigation of such dispute, including all costs and fees incurred on appeal.

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

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

Signed by:  
  
BFDFA9778CB24DE  
**OWNER** (Signature)  
\_\_\_\_\_  
Brandy Natalzia, President  
\_\_\_\_\_  
*(Printed name and title)*

DocuSigned by:  
  
9CA1BB0AA47344E  
**CONTRACTOR** (Signature)  
\_\_\_\_\_  
Jim Ciesla, President & CEO  
\_\_\_\_\_  
*(Printed name and title)*  
LICENSE NO.:  
JURISDICTION:

# **Additions and Deletions Report for** **AIA® Document A105® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:03:29 ET on 03/10/2025.

## **PAGE 1**

**AGREEMENT** made as of the Seventh day of March in the year 2025

...

Foundry Loveland Metropolitan District, a quasi-governmental entity  
550 W Eisenhower Boulevard,  
Loveland CO 80537

...

Brinkman Construction, Inc., a Colorado Corporation  
3528 Precision Drive, Suite 100  
Fort Collins, CO 80538

...

Foundry Stage – Construction of a cast-in place stage in the Foundry Plaza

...

BHA Design-  
111 S Meldrum Steet  
Fort Collins, CO 80521

## **PAGE 2**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of of, which are hereby incorporated into this Contract by reference:

...

See Exhibit C

## **PAGE 3**

Exhibit A. Contractor's Estimate

...

Exhibit B. Contractor's Assumptions and Exclusions

...

Exhibit C. Drawings

...

Exhibit D. Construction Schedule

...

Exhibit E. Contractor’s Labor Rates

...

Exhibit F. Contractor’s Tool & Equipment Rental Rates

...

.6 Conflicts or discrepancies among the Contract Documents will be resolved by giving documents priority according to the following order of precedence:

1. Modifications to this Agreement signed by both parties, with the latest of such taking precedence.
2. Contractor’s Assumptions and Exclusions.
3. This Agreement.
4. Addenda, with those of later date having precedence over those of earlier date.
5. Submittals
6. Drawings
7. Specifications.
8. Other documents specifically enumerated in this Agreement as part of the Contract Documents.

...

the date that is ten (10) calendar days after the latest of the date on which the Contractor receives (1) the notice to proceed issued by the Owner, (2) the full building permit, (3) 100% “for construction” drawings and specifications for the Work, and, (4) acceptable evidence of Owner's ability to satisfy its financial obligations under this Agreement.

...

**§ 2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

...

Not later than ( 60 ) calendar days from the date of commencement.

...

**§ 2.3.2** Owner and Architect will establish a list of Punch List Items before the scheduled date of Substantial Completion. The term “Punch List Items” refers to identified defects in the Work that do not materially interfere with Owner’s use or enjoyment of the Project or Owner’s business operations. The value of the Punch List Items will be jointly established by Owner and the Architect and then be distributed by the Contractor to its Subcontractors for correction. The Contractor will notify Architect and Owner when, based on the Contractor’s direct inspection, Punch List Items are ready to be re-inspected by Architect and Owner to confirm completion. Owner may withhold

one hundred and fifty percent (150%) of the value established for the Punch List Items, to be released to the Contractor as the Punch List Items are completed.

**PAGE 4**

§ 2.3.3 Included in the Contract Time are [02] days that are anticipated to be lost due to adverse or inclement weather (the “Scheduled Weather Days”). A day shall be considered lost due to adverse or inclement weather if work that is on the critical path for any phase or for the entirety of the Work cannot proceed as planned for at least four (4) hours of a scheduled work day (each such day, a “Weather Delay Day”). Contractor will advise Owner monthly as to the status of claimed Weather Delay Days. At such time as the accumulated number of Weather Delay Days exceeds the Scheduled Weather Days, the difference shall constitute a time extension and, from that point forward, Owner and Contractor shall, on a monthly basis, execute a Change Order adjusting the Contract Time and adding a commensurate \$[TBD]/day for general conditions to the Contract Sum for each subsequent Weather Delay Day.

...

the stipulated sum

...

of

...

(\$ -)158,343.00 )One hundred fifty eight thousand three hundred forty three and no cents

...

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: The Contract Sum is based upon the following:

...

*(Itemize the Contract Sum among the major portions of the Work.)*

...

Contractor’s Estimate dated [1/21/25] attached as Exhibit A;

...

**Portion of the Work**

**Value**

...

Contractor’s Assumptions and Exclusions, attached as Exhibit B;

...

~~§ 3.3~~ The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

...

Contractor’s Labor Rates, attached as Exhibit E;

...

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

...

Contractor Tool & Equipment Rental Rates, attached as Exhibit F.

...

§ 3.5 Unit prices, if any, are as follows:

...

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)* **Extraordinary Events.** *Extraordinary events may result in material shortages, allocations and cost increases, or "surcharges" being placed on various construction materials necessary to perform the Work. Due to the unpredictable nature of such surcharges and material shortages, Contractor cannot guaranty prices for trades whose work includes construction materials subject to such shortages or cost increases, including but not limited to steel-related products, all wood-related products, concrete, and petroleum-related products. Owner acknowledges and agrees that the Contract Sum does not include an allowance or contingency for such shortages or costs increases, and, accordingly, agrees that Contractor is entitled to a Change Order increasing the Contract Sum by the actual increase in the Cost of Work resulting from any such escalation of costs or shortages of materials beyond Contractor’s reasonable control. Contractor will use commercially reasonable efforts to minimize the impacts of any such escalation in material costs or shortages of materials. In the event a shortage of materials impacts the critical path of Contractor’s performance of the Work, Contractor will be entitled to a Change Order extending the Contract Time by the substantiated period of delay.*

...

**Item**

**Units and Limitations**

**Price per Unit (\$0.00)**

**PAGE 5**

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows: 12. If the Owner fails to make timely payment, the Contractor may, upon seven additional days’ written notice to Owner and the Architect, stop the Work until payment of the amount owing has been received. If payment still has not been received within thirty (30) days after such notice, Contractor may, at its sole discretion, without prejudice to any other rights or remedies, terminate this Agreement pursuant to Section 16.1, pursue legal action as set forth in this Contract for such amount owing and all other costs incurred arising from such default (including demobilization costs), and/or take other appropriate action to enforce its legal rights.

...

§ 4.1.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold five percent (5%) retainage from the payment until the Work is fifty percent (50%) complete, at which time no further retainage will be withheld on subsequent Application for Payments long as the first fifty percent (50%) of the Work has been completed satisfactorily. Notwithstanding the foregoing, Owner may not withhold retainage on Contractor’s permit costs, use taxes (if any) or insurance premiums for which Owner is required to reimburse Contractor pursuant to this Agreement. Upon Substantial Completion, Owner will release to Contractor any retainage in excess of one hundred fifty percent (150%) of the Contract Sum attributable to outstanding punchlist items or any incomplete Work. Owner will release all remaining retainage to the Contractor no later than ten (10) business days after Final Completion.

...

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month

...

*(Insert rate of interest agreed upon, if any.)*

...

Eight (8%) percent per annum

...

~~%~~

...

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (~~(\$1,000,000 )~~ each occurrence, (~~\$ )~~ general aggregate, and (~~\$ )~~ aggregate for products-completed operations hazard. 2,000,000 ) general aggregate.

...

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 5.1.5 Employers’ Liability with policy limits not less than (\$ 500,000 ) each accident, (\$ 500,000 ) each employee, and (\$ 500,000 ) policy limit.

**PAGE 6**

*(List below any other insurance coverage to be provided by the Contractor and any applicable ~~limits~~ limits)*

...

The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with

...

the requirements in Section 5.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 5.1. The certificates will show the Owner as an additional insured on the Contractor’s Commercial General Liability and excess or umbrella liability policy.

...

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10. The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**PAGE 7**

**§ 6.5 Electronic Notice and Authorized Representative**

...

Written notice under this Agreement may be given by one party to the other by email as set forth below. Any notice required to be given under this Agreement to Owner or Contractor shall be given in writing at the addresses set forth above addressed to that party’s authorized representative via: (i) personal hand delivery; (ii) United States Mail, First Class, Return Receipt Requested; (iii) nationally recognized courier, return receipt requested; or (iv) email. Such notice given to the authorized representative of the other party via email shall be sent to the email address of such authorized representative set forth

...

*(Insert requirements for delivering written notice by in this Agreement. Such notice shall be deemed given on the date delivered if personally delivered, on the date shown on the return receipt if mailed, on the date delivery is refused, if refused, or on the date emailed. Any party may change the address for notices by providing written notice of its new address in the manner described above.*

...

email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.) Owner’s authorized representative is Abby Powell, with an email address of [apowell@lovelandpartnership.org](mailto:apowell@lovelandpartnership.org). Contractor’s authorized representative is Matt Brown with an email address of [matt.brown@brinkmanconstruction.com](mailto:matt.brown@brinkmanconstruction.com). Any party may change their respective authorized representative at any time by providing written notice of the name and email address of the new authorized representative.

...

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~seven~~<sup>ten</sup> day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

...

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, damage to the Work, or defective construction by Owner or Owner's separate contractor.

## PAGE 8

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

...

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Owner's Architect and other design professionals shall maintain responsibility for the adequacy of design, and that all design documents are appropriately coordinated between the various trades' design documents, as well as ensuring any modifications to the design during the course of construction are incorporated into the drawings and coordinated between the design documents.

...

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information, the Contractor may submit a Claim.

...

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Contractor shall not be responsible for concealed or latent deficiencies in work previously performed by others.

...

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5. This warranty shall commence upon Substantial Completion of each portion of the Work and shall continue only for a period of one year thereafter. Contractor hereby expressly disclaims any other warranties, guaranties and/or representations, whether express or implied, that may arise by statute, common law or otherwise.

PAGE 9

§ 8.7.1 ~~The~~ Unless otherwise provided in the Contract Documents, the Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

...

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume ~~full~~ appropriate responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

...

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the ~~Owner, Architect, Architect's consultants, and agents and employees of any of them, Owner and its , and employees,~~ from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

...

To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Contractor and its employees from and against claims by third-parties for damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Owner, anyone directly or indirectly employed by Owner for whose acts Owner may be

...

~~ARTICLE~~ liable.

...

ARTICLE 9 ARCHITECT

PAGE 10

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, ~~concealed or unknown physical conditions, act or neglect of Owner, Owner's separate contractors or Architect, abnormal adverse weather conditions not reasonably anticipable, changes in law, restraint of performance of the Work by a governmental authority, riots, sabotage, vandalism, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control,~~ the Contract Time and Contract Sum shall be subject to equitable adjustment.

PAGE 11

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

payment to Contractor by wire payment, before initiating a payment the Owner shall (i) verbally confirm the wire transfer instructions and account numbers with the Contractor's accounting department by calling the general line (970) 267-0954, and requesting to speak with accounting (ii) providing answers to predetermined questions established by "out-of-band" communication in order to authenticate Owner's identity, (iii) initiate a \$1.00 test wire transfer to the authorized account, and (iv) confirm the receipt of such test wire transfer by Contractor's accounting contact. These wire transfer security procedures shall be approved by Owner's insurer before initiating a wire transfer in accordance with such procedures.

...

**§ 12.2.1** The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. The allocation of the Contract Sum under this Section shall not constitute a separate sum for each individual line item in the schedule of values.

...

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, period or if Contractor has not received payment of the amount owing within twenty-one (21) days after the Contractor's Application for Payment is received (except to the extent Owner properly withholds payment pursuant to this Section 12.3), the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay. In the event that Contractor has not received payment of the amount owing within fourteen (14) days after Contractor stops the Work pursuant to this Section 12.3, Contractor may, in its sole discretion, without prejudice of its rights and remedies, terminate this Contract as set forth in Section 16.1, pursue legal action as set forth in this Contract for such amount owing and all other costs incurred arising from such default (including demobilization costs), and/or take other appropriate action to enforce its legal rights.

...

**§ 12.4.1** ~~After~~ Within thirty (30) days after the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

## PAGE 12

**§ 12.5.2** ~~When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of~~

~~Substantial Completion.~~ Receipt of a Certificate of Occupancy, or Temporary Certificate of Occupancy, shall constitute evidence that Substantial Completion has been achieved.

...

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment. The Owner's final payment to the Contractor shall be made no later than twenty-one (21) days after the issuance of the Architect's final Certificate for Payment. The final Application for Payment shall be deemed certified ten (10) days after submittal unless Owner and Architect object in writing to all or part of the final Application for Payment within that time.

...

~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.~~ Colorado.

**PAGE 13**

**§ 16.2.2** When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written ~~notice,~~ notice and opportunity to cure, terminate employment of the Contractor and may

...

**§ 17.1 Waiver of Claims for Consequential Damages**

...

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes but is not limited to:

...

.1 damages incurred by the Owner for rental expenses, for losses of use, for loss of income, revenue or profit, for financing cost or loss of financing, for impact to business and reputation, for additional taxes, interest, penalties and insurance, for diminution in value of property, and for loss of management or employee productivity or of the services of such persons; and

...

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

...

This mutual waiver is applicable, without limitation, to all consequential damages and applies to any claim of breach, default or due to either party's termination in accordance with this Contract.

**PAGE 14**

**§ 17.2 Dispute Resolution.** The parties shall submit disputes to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in

writing, delivered to the other party to this Agreement., For any claim subject to, but not resolved by, mediation, the method of binding dispute resolution shall be by binding arbitration. Any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by Judicial Arbiter Group, Inc. (JAG) and the arbitration shall be governed by the Colorado Rules of Civil Procedure and the Colorado Rules of Evidence, unless otherwise agreed between the parties. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than six (6) years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section.

...

The Owner and Contractor hereby expressly waive the right to trial by jury in connection with any litigation or judicial proceeding relating to or concerning this Contract, the Work or the conduct, omission, action, obligations, duty, right, benefit, privilege or liability of a party. This waiver of right to jury trial is separately given and is a knowing, intentional and voluntarily made the by the parties. The parties had opportunity to seek legal counsel concerning this waiver. This waiver shall apply to this Contract and any future amendments, supplements or modifications hereto.

...

In the event of any dispute arising under or related to this Agreement, the party who substantially prevails on the claims or counterclaims it asserts with respect to such dispute shall be awarded its costs and reasonable attorneys' fees in any arbitration or litigation of such dispute, including all costs and fees incurred on appeal.

...

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

...

\_\_\_\_\_  
Jim Ciesla, President & CEO

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, James Ciesla, President and CEO, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:03:29 ET on 03/10/2025 under Order No. 4104250993 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ - 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:  
  
9CA1BB0AA47344E...  

---

*(Signed)*

President & CEO  

---

*(Title)*

3/10/2025  

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*(Dated)*



CSI 2004-1	Description	Grand Total Amount
<b>010000</b>	<b>GENERAL REQUIREMENTS</b>	
	Project Manager 1	4,560
	Accountant	840
	Superintendent 2	7,680
	Project Coordinator	2,400
	IT/Software	1,250
	ROW Permit	1,518
	Temp Fence and Protection	5,402
	Temp Toilets	741
	Small Tools	2,058
	Site Clean Up - Daily Labor	5,600
	Site Clean Up - Final	4,048
	Jobsite Safety	309
	<b>010000 GENERAL REQUIREMENTS</b>	<b>36,406</b>
<b>030000</b>	<b>CONCRETE</b>	
	Concrete Dumpster	1,312
	Conc Accessories - Embeds	2,161
	Concrete and Geofoam	48,797
	<b>030000 CONCRETE</b>	<b>52,270</b>
<b>050000</b>	<b>METALS</b>	
	Handrails and Panels	21,790
	<b>050000 METALS</b>	<b>21,790</b>
<b>070000</b>	<b>THERMAL &amp; MOISTURE PROTECTION</b>	
	Gutter and Downspout	5,313
	<b>070000 THERMAL &amp; MOISTURE PROTECTION</b>	<b>5,313</b>
<b>090000</b>	<b>FINISHES</b>	
	Paint - Railings	5,029
	<b>090000 FINISHES</b>	<b>5,029</b>
<b>260000</b>	<b>ELECTRICAL</b>	
	Relocate Outlet	3,542
	<b>260000 ELECTRICAL</b>	<b>3,542</b>
<b>310000</b>	<b>EARTHWORK</b>	
	Concrete Demo	4,554
	Grading Prep	1,518
	<b>310000 EARTHWORK</b>	<b>6,072</b>
<b>320000</b>	<b>PAVING</b>	
	Landscaping and Irrigation	3,795
	<b>320000 PAVING</b>	<b>3,795</b>

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**Estimate Totals**

<b>Description</b>	<b>Amount</b>	<b>Totals</b>	<b>Rate</b>
<b>Construction Subtotal</b>	<b>134,217</b>	<b>134,217</b>	
Weather Conditions - Allowance			
		<b>134,217</b>	
Professional Liability			
General Liability	950		0.600 %
Builders Risk	633		0.400 %
	<b>1,583</b>	<b>135,800</b>	
Performance Bond			
		<b>135,800</b>	
Contingency	8,148		6.000 %
	<b>8,148</b>	<b>143,948</b>	
OH&P	14,395		10.000 %
	<b>14,395</b>	<b>158,343</b>	
<b>Total</b>		<b>158,343</b>	



## FOUNDRY ELEVATED STAGE Inclusions and Exclusions

January 20<sup>th</sup>, 2025

The following inclusions, exclusions, and clarifications are being submitted in conjunction with the proposed budget to better define the scope of work included and shall take precedence to the design documents. The budget is based on the following documents:

- BHA Design – FOUNDRY ELEVATED STAGE Drawings dated 12/20/2024
- KL&A, Inc. – Foundry Stage Addition Letter dated 12/19/2024

### Inclusions

- 2.9% State tax
- One year warranty
- Temporary fence enclosure
- Insurance
  - General Liability
  - Builders Risk

### Exclusions

- City and County use tax – paid by Owner with permit
- Building permit and plan check fees
- Temporary utilities
- Weather conditions
- General Contractor's Payment and Performance Bond
- Subcontractor bonding
- Davis Bacon or Prevailing Wages
- Owner contingency
- Materials Testing / third party inspections
- Saturdays & Off hours' work

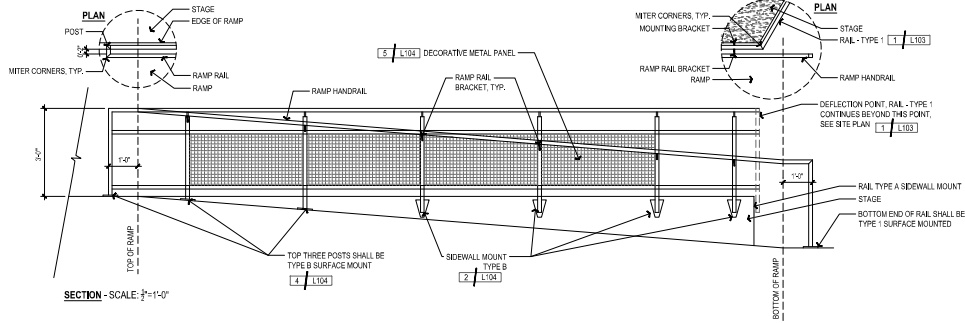




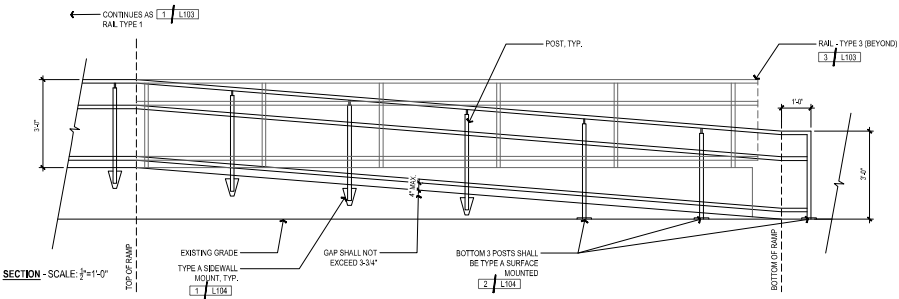


**NOTES**

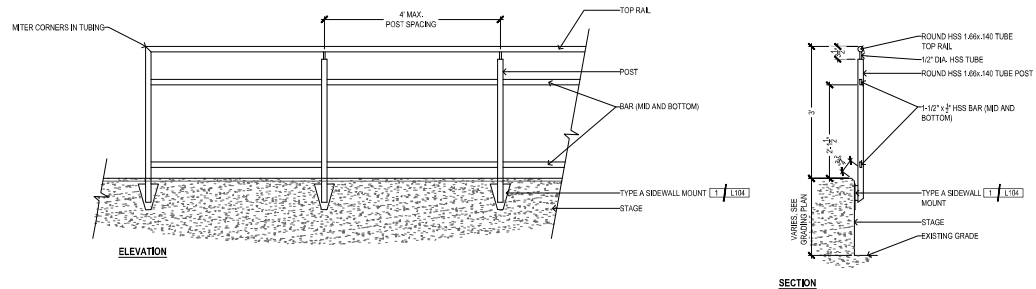
1. DETAILED AND DIMENSIONED SHOP DRAWINGS FOR RAILING (INCLUDING THICKNESS, DIMENSIONS, MATERIALS, FINISH, WELDS) SHALL BE PROVIDED BY CONTRACTOR TO OWNER'S REPRESENTATIVE TO REVIEW FOR APPROVAL PRIOR TO FABRICATION.
2. EDGES OF RAILS SHALL BE SLIGHTLY ROUNDED FOR SAFETY.
3. STEEL CONNECTIONS SHALL BE MADE WITH A CONTINUOUS WELD. GRIND WELDS SMOOTH & FLUSH WITH ADJACENT SURFACES. LEAVING NO BURRS OR SHARP EDGES. ENTIRE RAIL SHALL BE SHOP WELDED. PROPOSED FIELD WELDS SHALL BE CLEARLY INDICATED IN SHOP DRAWINGS FOR REVIEW AND APPROVAL BY OWNER'S REPRESENTATION PRIOR TO FABRICATION.
4. RAILINGS SHALL BE PAINTED BLACK TO MATCH EXISTING FOUNDRY RAILS.
5. SEE RAMP SECTIONS. FIELD VERIFY ON-SITE ELEVATIONS / SLOPE PRIOR TO FABRICATION.
6. POSTS SHALL BE INSTALLED PLUMB.
7. ANCHORS / EMBEDS SHALL BE GALVANIZED OR STAINLESS STEEL.



**3 RAIL - TYPE 3**  
SCALE: AS NOTED



**2 RAIL - TYPE 2**  
SCALE: AS NOTED



**1 RAIL - TYPE 1**  
SCALE: 3/4"=1'-0"



11/20/2024 10:53:31 AM Project: bha - Dwg: Site  
 C:\Users\jdoyle\OneDrive\Documents\2024\11\20241120\811\LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY\FOUNDRY ELEVATED STAGE.dwg





NOTE: RENDERINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY; CONTRACTOR SHALL REFERENCE DETAILED AND DIMENSIONED DRAWINGS (SHEETS L100 THROUGH L103) FOR ACCURATE INFORMATION ON DESIGN. RENDERINGS MAY NOT BE ACCURATE

**bha**  
 111 S Meadum Street, Suite 110  
 Fort Collins, CO 80521  
 p. 970.223.5777  
 www.bhadesign.com  
 Landscape Architecture  
 Urban Design  
 Master Planning

Project: **FOUNDRY ELEVATED STAGE**  
 THE FOUNDRY, LOVELAND  
 Client: **LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY**  
 201 E 4TH STREET  
 LOVELAND, CO 80537

Revision & Date:

Project Number: 2417  
 Date: 12-28-2024  
 Produced by: D.E.

Sheet Title:  
**RENDERINGS**

Sheet Number:  
**L105**



11/15/2024 10:58:31 AM Project: 2417 - Foundry Elevated Stage  
 2024/11/15 10:58:31 AM - 01/15/2024

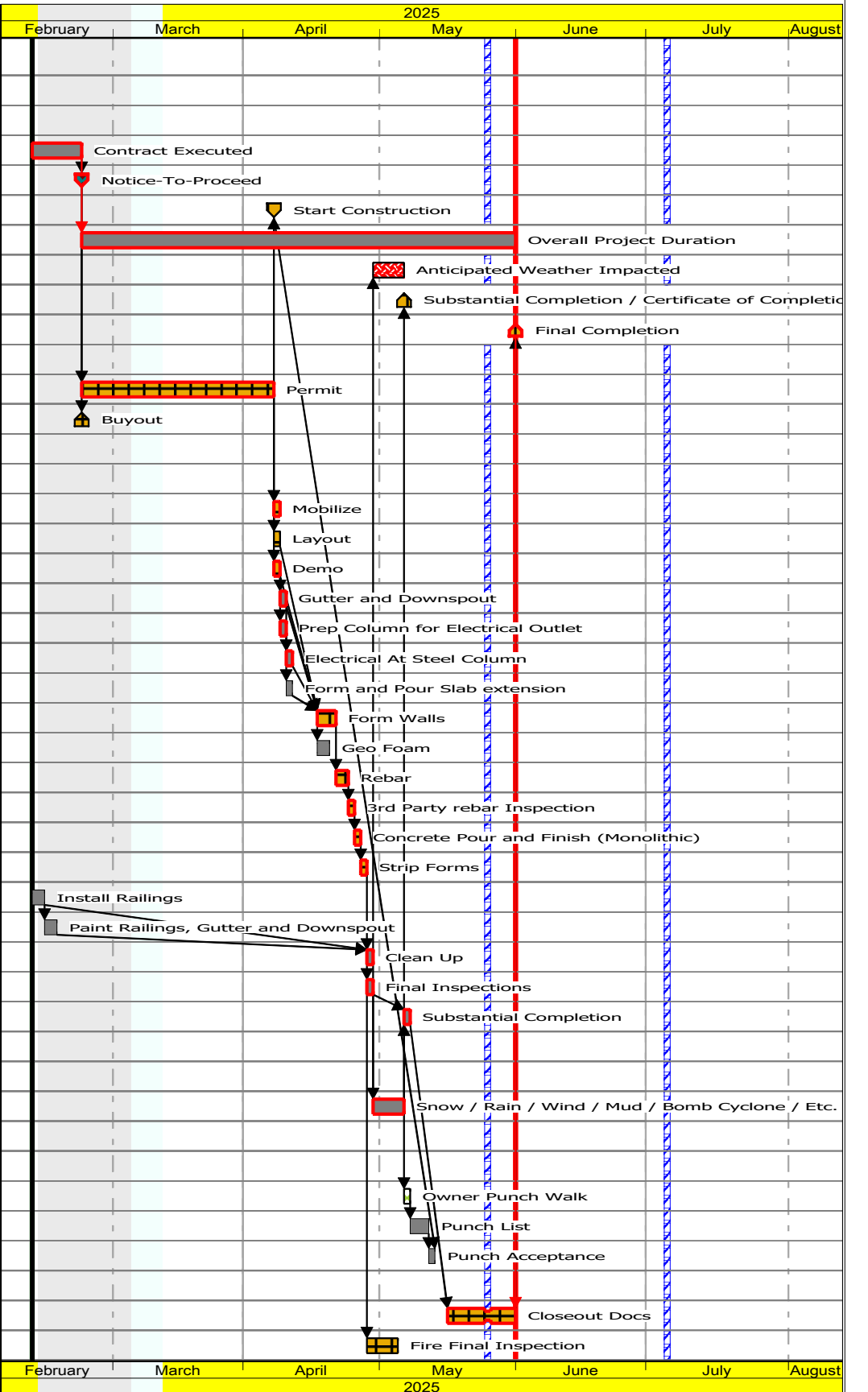
# Foundry Stage

\*\*\* Brinkman All Work (w/ TF)

Printed: 2/13/2025

Page 1 of 2

Line	Name	OD	Start	Finish	TF	Pred	Succ	2025							
								February	March	April	May	June	July	August	
<b>Project Summary</b>		<b>77d</b>	<b>Feb 12 25</b>	<b>Jun 01 25</b>	<b>0d</b>										
<b>Project Milestones</b>		<b>77d</b>	<b>Feb 12 25</b>	<b>Jun 01 25</b>	<b>0d</b>										
<b>3</b>	<b>Contract Milestones</b>	<b>77d</b>	<b>Feb 12 25</b>	<b>Jun 01 25</b>	<b>0d</b>										
4	Contract Executed	8d	Feb 12 25	Feb 21 25	0d		5, 7								
5	Notice-To-Proceed	0d	Feb 24 25	Feb 24 25	6d	4	12, 13								
6	Start Construction	0d	Apr 08 25	Apr 08 25	38d	16 SS	41 FF								
7	Overall Project Duration	100d	Feb 22 25	Jun 01 25	0d	4	43 FF								
8	Anticipated Weather Impacted	5d	Apr 30 25	May 06 25	17d	36 SS									
9	Substantial Completion / Certificate of Completion	0d	May 07 25	May 07 25	26d	33 SS									
10	Final Completion	0d	May 30 25	May 30 25	2d	43									
<b>11</b>	<b>Pre-Construction Milestones</b>	<b>31d</b>	<b>Feb 24 25</b>	<b>Apr 07 25</b>	<b>38d</b>										
12	Permit	31d	Feb 24 25	Apr 07 25	6d	5	16								
13	Buyout	0d	Feb 24 25	Feb 24 25	69d	5									
<b>14</b>	<b>Construction</b>	<b>61d</b>	<b>Feb 12 25</b>	<b>May 07 25</b>	<b>16d</b>										
<b>15</b>	<b>Structures (Stage)</b>	<b>61d</b>	<b>Feb 12 25</b>	<b>May 07 25</b>	<b>16d</b>										
16	Mobilize	1d	Apr 08 25	Apr 08 25	6d	12	18 SS, 17 SS, 6 SS								
17	Layout	1d	Apr 08 25	Apr 08 25	12d	16 SS	23								
18	Demo	1d	Apr 08 25	Apr 08 25	6d	16 SS	23, 20, 19								
19	Gutter and Downspout	1d	Apr 09 25	Apr 09 25	6d	18	23, 22								
20	Prep Column for Electrical Outlet	1d	Apr 09 25	Apr 09 25	10d	18	21								
21	Electrical At Steel Column	1d	Apr 10 25	Apr 10 25	10d	20	23								
22	Form and Pour Slab extension	1d	Apr 10 25	Apr 10 25	0d	19	23								
23	Form Walls	3d	Apr 17 25	Apr 21 25	6d	17, 18, 21, 19, 22	24 SS, 25 SS 24h								
24	Geo Foam	2d	Apr 17 25	Apr 18 25	29d	23 SS									
25	Rebar	2d	Apr 22 25	Apr 23 25	6d	23 SS 24h	26								
26	3rd Party rebar Inspection	1d	Apr 24 25	Apr 24 25	6d	25	27								
27	Concrete Pour and Finish (Monolithic)	1d	Apr 25 25	Apr 25 25	6d	26	28								
28	Strip Forms	1d	Apr 28 25	Apr 28 25	6d	27	31								
29	Install Railings	2d	Feb 12 25	Feb 13 25	56d		31, 30								
30	Paint Railings, Gutter and Downspout	2d	Feb 14 25	Feb 17 25	56d	29	31								
31	Clean Up	1d	Apr 29 25	Apr 29 25	6d	29, 30, 28	32 SS								
32	Final Inspections	1d	Apr 29 25	Apr 29 25	6d	31 SS	33, 44 SS, 36								
33	Substantial Completion	1d	May 07 25	May 07 25	6d	32, 36	39 SS, 43, 9 SS								
<b>35</b>	<b>Impacts</b>	<b>5d</b>	<b>Apr 30 25</b>	<b>May 06 25</b>	<b>6d</b>										
<b>36</b>	<b>Weather Impacts</b>	<b>5d</b>	<b>Apr 30 25</b>	<b>May 06 25</b>	<b>6d</b>										
36	Snow / Rain / Wind / Mud / Bomb Cyclone / Etc.	5d	Apr 30 25	May 06 25	6d	32	33, 8 SS								
<b>Project Closeout</b>		<b>77d</b>	<b>Feb 12 25</b>	<b>May 30 25</b>	<b>0d</b>										
<b>Owner Punch</b>		<b>5d</b>	<b>May 07 25</b>	<b>May 13 25</b>	<b>12d</b>										
39	Owner Punch Walk	1d	May 07 25	May 07 25	12d	33 SS	40								
40	Punch List	3d	May 08 25	May 12 25	12d	39	41								
41	Punch Acceptance	1d	May 13 25	May 13 25	12d	40, 6 FF									
<b>General CO Activities</b>		<b>23d</b>	<b>Apr 29 25</b>	<b>May 30 25</b>	<b>0d</b>										
43	Closeout Docs	10d	May 16 25	May 30 25	0d	33, 7 FF	10								
44	Fire Final Inspection	5d	Apr 29 25	May 05 25	18d	32 SS									



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**RATE SCHEDULE FOR CONTRACTOR PERSONNEL**

PERSONNEL - DESCRIPTION	HOURLY RATE
VICE PRESIDENT	Overhead
CONSTRUCTION EXECUTIVE	\$152.00
PROJECT EXECUTIVE	\$141.00
SENIOR PROJECT MANAGER	\$124.00
PROJECT MANAGER	\$111.00
ASSISTANT PROJECT MANAGER	\$90.00
PROJECT ENGINEER	\$78.00
PROJECT INTERN	\$49.00
GENERAL SUPERINTENDENT	\$141.00
SENIOR SUPERINTENDENT	\$124.00
SUPERINTENDENT 2	\$107.00
SUPERINTENDENT 1	\$88.00
ASSISTANT SUPERINTENDENT	\$83.00
FIELD ENGINEER	\$78.00
LEAD CARPENTER*	\$76.00
CARPENTER*	\$66.00
SITE LABOR*	\$50.00
SENIOR ACCOUNTANT	\$75.00
PROJECT ACCOUNTANT	\$70.00
PROJECT COORDINATOR	\$60.00
DIRECTOR OF PRECONSTRUCTION	\$142.00
SENIOR PRECONSTRUCTION MANAGER	\$128.00
PRECONSTRUCTION MANAGER	\$109.00
ESTIMATOR	\$95.00
PRECONSTRUCTION ENGINEER	\$78.00
QUALITY ASSURANCE MANAGER	\$107.00
SAFETY MANAGER	\$117.00
BIM MANAGER	\$117.00
WAREHOUSE MANAGER	\$89.00
COMPLIANCE MANAGER	\$85.00

**GENERAL NOTES**

**SALARIED STAFF PERSONNEL:**

1. All rates are fully burdened and include the following items where applicable: base wage/salary, all insurance costs, FICA/FUTA/SUTA and any other federal / state / local tax burdens, profit sharing, retirement benefit costs, training related costs, phone, vehicle allowance, and any other compensable benefit costs directly related to a salaried employee.
2. Supervisory (salaried staff) personnel are to be billed 40 hours per week maximum.
3. Rates do not include any staff related IT costs, company provided vehicles, fuel / oil / maintenance costs.
4. Rates will hold through the end of 2025. Annual rate increases will be applied, not to exceed 7% per year.
5. Craft supervision is to be billed based on actual hours worked, this is inclusive of overtime hours which shall be utilized at BCI's discretion. The project shall be billed, and employees shall be paid time and one-half of the regular rate of pay for any work in excess of: (1) forty hours per workweek, (2) twelve hours per workday, or (3) twelve consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages.

**RATE SCHEDULE FOR INSURANCE**

INSURANCE RATE	RATE	COMMENTS
General Liability Insurance	.75%	
Builder's Risk Insurance	.40%	
Professional Liability Insurance	N/A	
Subcontractor Default Insurance	N/A	
Payment/Performance Bond Rate	N/A	

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Description	One Time Job Charge	Weekly Rental Rate	Monthly Rental Rate
<b>Brinkman Owned Large Tool Rentals</b>			
Diesel Heater	n/a	\$ 972.00	\$ 2,145.00
UTV	n/a	\$ 625.00	\$ 1,322.00
66" Skid Loader - no attachments	n/a	\$ 1,035.00	\$ 2,080.00
74" Skid Loader - no attachments	n/a	\$ 1,013.00	\$ 2,399.00
Tracked Skid Loader - no attachments	n/a	\$ 1,492.00	\$ 3,072.00
10K Forklift	n/a	\$ 2,030.00	\$ 5,122.00
<b>Brinkman Owned Small Tool Rentals</b>			
Corded Orbital Sander	\$ 60.00		
Cordless Light 20V	\$ 60.00		
Palm Nailer	\$ 60.00		
Grading Rod	\$ 70.00		
Roto zip saw	\$ 70.00		
20" fan	\$ 80.00		
Nail Gun- Finish	\$ 80.00		
Corded Grinder	\$ 100.00		
Corded Sawzall	\$ 100.00		
Crown Stapler	\$ 100.00		
Drywall screw gun	\$ 100.00		
Leaf Blower Cord	\$ 100.00		
Computer cart	\$ 120.00		
cordless palm sander	\$ 120.00		
Punch cart	\$ 120.00		
Cordless 20V Impact Driver	\$ 130.00		
Cordless Angle Drill	\$ 130.00		
Cordless Grinder	\$ 130.00		
Cordless Multi-Tool	\$ 140.00		
1/2" corded drill	\$ 150.00		
24" fan	\$ 150.00		
7" Corded Grinder	\$ 150.00		
Forklift pick point	\$ 150.00		
Jig-Saw	\$ 150.00		
Power Inverter	\$ 150.00		
Prism assembly	\$ 150.00		
Variable Speed Jigsaw	\$ 150.00		
water cooler	\$ 150.00		
Weather Station	\$ 150.00		
Cordless Drill	\$ 160.00		
1/2" corded Impact Wrench	\$ 170.00		
Cordless 20V Circular Saw	\$ 170.00		
Cordless Sawzall	\$ 170.00		
Lankar Rod	\$ 175.00		
14" Metal Chop Saw	\$ 180.00		

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Description	One Time Job Charge	Weekly Rental Rate	Monthly Rental Rate
Cordless Jigsaw	\$ 180.00		
Cordless leaf blower	\$ 180.00		
Cordless Planer	\$ 180.00		
1/2 gallon cordless wet/dry vacuum	\$ 200.00		
Corded Circular Saw	\$ 200.00		
Corded Hammerdrill	\$ 200.00		
Cordless 40V Weed Eater	\$ 200.00		
Cordless Hammerdrill	\$ 200.00		
Cordless weed eater	\$ 200.00		
Gas leaf blower	\$ 200.00		
Rescue stretcher	\$ 200.00		
Senco Screw Gun	\$ 200.00		
weed eater	\$ 200.00		
10" Compound Miter Saw	\$ 210.00		
Gas push mower	\$ 219.00		
Cordless Silica Vacuum	\$ 220.00		
Powder Actuated Fastener	\$ 230.00		
Plumb Laser	\$ 240.00		
Bakers Scaffold	\$ 250.00		
Beam Anchor	\$ 250.00		
Framing Nailer	\$ 250.00		
Hammer Drill	\$ 250.00		
30" fan	\$ 300.00		
36" Fan	\$ 300.00		
Corded Wormdrive Circular Saw	\$ 300.00		
Cordless finish nail gun	\$ 300.00		
Cordless grease gun	\$ 300.00		
Drywall Cart	\$ 300.00		
Gas weed eater	\$ 300.00		
Parapet Anchor Point	\$ 300.00		
Plate Level	\$ 300.00		
Small trash buggy	\$ 300.00		
Smart level	\$ 300.00		
Tripod	\$ 300.00		
Backpack leaf blower gas powered	\$ 350.00		
Builder's level	\$ 350.00		
Stinger Cap Nailer	\$ 375.00		
20' retractable	\$ 400.00		
24' Retractable	\$ 400.00		
25' retractable	\$ 400.00		
33' retractable	\$ 400.00		
360 digital camera	\$ 400.00		
Air Compressor	\$ 400.00		
Cordless framing nail gun	\$ 400.00		
Lever chain hoist	\$ 400.00		
Pneumatic finish nail gun	\$ 400.00		



Description	One Time Job Charge	Weekly Rental Rate	Monthly Rental Rate
Pneumatic framing nail gun	\$ 400.00		
Radio	\$ 400.00		
Air Mover	n/a	\$ 4.00	\$ 13.00
Portaband	n/a	\$ 7.00	\$ 20.00
2" Submersible Pump	n/a	\$ 20.00	\$ 60.00
Miter Saw Stand	n/a	\$ 20.00	\$ 60.00
Rotating Inspection Scope	n/a	\$ 6.00	\$ 17.00
Cordless Band Saw	n/a	\$ 6.00	\$ 18.00
2-1/2 ton floor jack	n/a	\$ 3.00	\$ 10.00
Pancake Air Compressor	n/a	\$ 2.00	\$ 7.00
Safety Harness	n/a	\$ 20.00	\$ 60.00
Rolling Tool Cart	n/a	\$ 22.00	\$ 65.00
12V Cross Line Green Laser	n/a	\$ 10.00	\$ 30.00
6' SRL	n/a	\$ 10.00	\$ 30.00
Door Jamb Anchor	n/a	\$ 10.00	\$ 30.00
2" Trash Pump	n/a	\$ 25.00	\$ 75.00
50' retractable	n/a	\$ 23.67	\$ 71.00
Silica Grinder	n/a	\$ 11.33	\$ 34.00
Banding machine	n/a	\$ 12.22	\$ 36.67
Dewalt security system	n/a	\$ 20.00	\$ 60.00
grout pump	n/a	\$ 30.00	\$ 90.00
12" Sliding Compound Miter Saw	n/a	\$ 42.00	\$ 144.00
1-9/16" Hammerdrill-corded	n/a	\$ 13.33	\$ 40.00
42" Fan	n/a	\$ 20.00	\$ 60.00
Cable Puller 2 Ton	n/a	\$ 13.33	\$ 40.00
Double Leg Wrap Back SRL	n/a	\$ 30.00	\$ 90.00
Pallet Jack	n/a	\$ 13.33	\$ 40.00
Rebel retractable	n/a	\$ 20.00	\$ 60.00
Salamander heater	n/a	\$ 13.33	\$ 40.00
Table Saw	n/a	\$ 48.00	\$ 144.00
Trash Buggy	n/a	\$ 13.33	\$ 40.00
Ryobi mower package	n/a	\$ 14.89	\$ 44.67
Silica t4 hammer drill	n/a	\$ 15.56	\$ 46.67
Silica Vacuum Package	n/a	\$ 15.56	\$ 46.67
Fork attachment	n/a	\$ 30.00	\$ 80.00
Smooth bucket	n/a	\$ 50.00	\$ 140.00
Toothed bucket	n/a	\$ 50.00	\$ 140.00
50 gal. Transfer Tank	n/a	\$ 17.78	\$ 53.33
FLAMMABLE LIQUID STORAGE CABINET	n/a	\$ 17.78	\$ 53.33
Floor Sander/Buffer	n/a	\$ 17.78	\$ 53.33
Power Washer 3000 PSI	n/a	\$ 40.00	\$ 120.00
Power Washer 3400 PSI	n/a	\$ 40.00	\$ 120.00
Power Washer 3800 PSI	n/a	\$ 40.00	\$ 120.00
Power Washer 4000 PSI	n/a	\$ 40.00	\$ 120.00
Air Scrubber with ducting	n/a	\$ 50.00	\$ 150.00
Cub Cadet Snow Blower	n/a	\$ 50.00	\$ 150.00



Description	One Time Job Charge	Weekly Rental Rate	Monthly Rental Rate
Fuel transfer tank	n/a	\$ 22.22	\$ 66.67
Generator	n/a	\$ 50.00	\$ 150.00
GPR Rebar detector	n/a	\$ 50.00	\$ 150.00
Rotary Laser Level	n/a	\$ 50.00	\$ 150.00
Snow blower	n/a	\$ 50.00	\$ 150.00
Theadolite	n/a	\$ 50.00	\$ 150.00
Thermal Camera	n/a	\$ 50.00	\$ 150.00
Water Meter	n/a	\$ 22.22	\$ 66.67
Dehumidifier	n/a	\$ 56.33	\$ 169.00
EZ-Line Lifeline	n/a	\$ 63.33	\$ 190.00
Tilt Trash Dumpster	n/a	\$ 50.00	\$ 150.00
BCI Conex 20'	n/a	\$ 56.00	\$ 166.67
Silica Dust Extractor Vacuum	n/a	\$ 60.00	\$ 180.00
Office Knack Box	n/a	\$ 80.00	\$ 240.00
Scaffold set	n/a	\$ 66.67	\$ 200.00
6x12 enclosed trailer	n/a	\$ 77.78	\$ 233.33
Blower Door Kit	n/a	\$ 99.33	\$ 298.00
Sweeper bucket	n/a	\$ 125.00	\$ 350.00
<b>Third Party Rental Rates</b>			
Refueling equipment (gallon)	\$ 10.00	n/a	n/a
Pickup/Delivery (each)	\$ 200.00	n/a	n/a
Boom Lift 45' Articulating Day	n/a		\$ 537.00
Boom Lift 45' Articulating Week	n/a		\$ 1,279.00
Boom Lift 45' Articulating Month	n/a		\$ 2,833.00
Boom Lift 40' Telescopic Day	n/a		\$ 523.00
Boom Lift 40' Telescopic Week	n/a		\$ 1,250.00
Boom Lift 40' Telescopic Month	n/a		\$ 2,861.00
Boom Lift 45' Telescopic Day	n/a		\$ 542.00
Boom Lift 45' Telescopic Week	n/a		\$ 1,283.00
Boom Lift 45' Telescopic Month	n/a		\$ 3,364.00
Boom Lift 60' Articulating Day	n/a		\$ 662.00
Boom Lift 60' Articulating Week	n/a		\$ 1,819.00
Boom Lift 60' Articulating Month	n/a		\$ 3,625.00
Boom Lift 60' Telescopic Day	n/a		\$ 662.00
Boom Lift 60' Telescopic Week	n/a		\$ 1,819.00
Boom Lift 60' Telescopic Month	n/a		\$ 3,684.00
Boom Lift 65' Telescopic Day	n/a		\$ 713.00
Boom Lift 65' Telescopic Week	n/a		\$ 1,989.00
Boom Lift 65' Telescopic Month	n/a		\$ 4,582.00
Boom Lift 85' Telescopic Day	n/a		\$ 1,235.00
Boom Lift 85' Telescopic Week	n/a		\$ 2,983.00
Boom Lift 85' Telescopic Month	n/a		\$ 6,631.00
Scissor Lift 19' 2WD Day	n/a		\$ 213.00
Scissor Lift 19' 2WD Week	n/a		\$ 421.00
Scissor Lift 19' 2WD Month	n/a		\$ 759.00



Description	One Time Job Charge	Weekly Rental Rate	Monthly Rental Rate
Scissor Lift 26' Standard Day	n/a		\$ 315.00
Scissor Lift 26' Standard Week	n/a		\$ 541.00
Scissor Lift 26' Standard Month	n/a		\$ 1,181.00
Scissor Lift 26' Narrow Day	n/a		\$ 315.00
Scissor Lift 26' Narrow Week	n/a		\$ 541.00
Scissor Lift 26' Narrow Month	n/a		\$ 1,181.00
Scissor Lift 26' 4X4 Day	n/a		\$ 338.00
Scissor Lift 26' 4X4 Week	n/a		\$ 664.00
Scissor Lift 26' 4X4 Month	n/a		\$ 1,652.00
Scissor Lift 33' 4X4 Day	n/a		\$ 361.00
Scissor Lift 33' 4X4 Week	n/a		\$ 772.00
Scissor Lift 33' 4X4 Month	n/a		\$ 2,012.00
Scissor Lift 40' 4X4 Day	n/a		\$ 454.00
Scissor Lift 40' 4X4 Week	n/a		\$ 1,040.00
Scissor Lift 40' 4X4 Month	n/a		\$ 2,590.00
Air Compressor 185 CFM Day	n/a		\$ 273.00
Air Compressor 185 CFM Week	n/a		\$ 631.00
Air Compressor 185 CFM Month	n/a		\$ 1,550.00
Air Hammer 60# Day	n/a		\$ 88.00
Air Hammer 60# Week	n/a		\$ 198.00
Air Hammer 60# Month	n/a		\$ 419.00
Air Hammer 90# Day	n/a		\$ 88.00
Air Hammer 90# Week	n/a		\$ 198.00
Air Hammer 90# Month	n/a		\$ 419.00
Skid Loader 68" Day	n/a		\$ 366.00
Skid Loader 68" Week	n/a		\$ 879.00
Skid Loader 68" Month	n/a		\$ 2,695.00
Skid Loader 68" Cab Day	n/a		\$ 394.00
Skid Loader 68" Cab Week	n/a		\$ 953.00
Skid Loader 68" Cab Month	n/a		\$ 2,695.00
Skid Loader 74" Day	n/a		\$ 426.00
Skid Loader 74" Week	n/a		\$ 883.00
Skid Loader 74" Month	n/a		\$ 3,410.00
Skid Loader 74" Cab Day	n/a		\$ 449.00
Skid Loader 74" Cab Week	n/a		\$ 933.00
Skid Loader 74" Cab Month	n/a		\$ 3,410.00
Skid Loader Track 68"/74" Day	n/a		\$ 505.00
Skid Loader Track 68"/74" Week	n/a		\$ 1,283.00
Skid Loader Track 68"/74" Month	n/a		\$ 3,590.00
Skid Loader Track 68"/74" Cab Day	n/a		\$ 546.00
Skid Loader Track 68"/74" Cab Week	n/a		\$ 1,374.00
Skid Loader Track 68"/74" Cab Month	n/a		\$ 3,590.00
Skid Loader 68" Package Day	n/a		\$ 620.00
Skid Loader 68" Package Week	n/a		\$ 1,390.00
Skid Loader 68" Package Month	n/a		\$ 2,555.00
Generator 20KW Diesel Day	n/a		\$ 320.00



Description	One Time Job Charge	Weekly Rental Rate	Monthly Rental Rate
Generator 20KW Diesel Week	n/a		\$ 636.00
Generator 20KW Diesel Month	n/a		\$ 2,135.00
Generator 36KW Diesel Day	n/a		\$ 357.00
Generator 36KW Diesel Week	n/a		\$ 776.00
Generator 36KW Diesel Month	n/a		\$ 2,208.00
Generator 56KW Diesel Day	n/a		\$ 421.00
Generator 56KW Diesel Week	n/a		\$ 838.00
Generator 56KW Diesel Month	n/a		\$ 3,134.00
Electric Hammer 60# Day	n/a		\$ 125.00
Electric Hammer 60# Week	n/a		\$ 396.00
Electric Hammer 60# Month	n/a		\$ 645.00
Forklift 18' 5K Day	n/a		\$ 491.00
Forklift 18' 5K Week	n/a		\$ 1,122.00
Forklift 18' 5K Month	n/a		\$ 3,016.00
Forklift 18' 5K Cab Day	n/a		\$ 491.00
Forklift 18' 5K Cab Week	n/a		\$ 1,122.00
Forklift 18' 5K Cab Month	n/a		\$ 3,016.00
Forklift 34' 6K Day	n/a		\$ 542.00
Forklift 34' 6K Week	n/a		\$ 1,164.00
Forklift 34' 6K Month	n/a		\$ 3,628.00
Forklift 34' 6K Cab Day	n/a		\$ 542.00
Forklift 34' 6K Cab Week	n/a		\$ 1,164.00
Forklift 34' 6K Cab Month	n/a		\$ 3,628.00
Forklift 42' 6K Day	n/a		\$ 597.00
Forklift 42' 6K Week	n/a		\$ 1,287.00
Forklift 42' 6K Month	n/a		\$ 3,652.00
Forklift 42' 6K Cab Day	n/a		\$ 597.00
Forklift 42' 6K Cab Week	n/a		\$ 1,287.00
Forklift 42' 6K Cab Month	n/a		\$ 3,652.00
Forklift 42' 8K Day	n/a		\$ 703.00
Forklift 42' 8K Week	n/a		\$ 1,518.00
Forklift 42' 8K Month	n/a		\$ 4,540.00
Forklift 42' 8K Cab Day	n/a		\$ 703.00
Forklift 42' 8K Cab Week	n/a		\$ 1,518.00
Forklift 42' 8K Cab Month	n/a		\$ 4,540.00
Forklift 54' 10K Day	n/a		\$ 875.00
Forklift 54' 10K Week	n/a		\$ 1,869.00
Forklift 54' 10K Month	n/a		\$ 5,429.00
Forklift 54' 10K Cab Day	n/a		\$ 875.00
Forklift 54' 10K Cab Week	n/a		\$ 1,869.00
Forklift 54' 10K Cab Month	n/a		\$ 5,429.00
Forklift 55' 12K Cab Day	n/a		\$ 972.00
Forklift 55' 12K Cab Week	n/a		\$ 2,566.00
Forklift 55' 12K Cab Month	n/a		\$ 7,232.00
Flat Bed 1 Axle Trailer Day	n/a		\$ 75.00
Flat Bed 1 Axle Trailer Week	n/a		\$ 200.00



Description	One Time Job Charge	Weekly Rental Rate	Monthly Rental Rate
Flat Bed 1 Axle Trailer Month	n/a		\$ 475.00
Flat Bed 2 Axle Trailer Day	n/a		\$ 85.00
Flat Bed 2 Axle Trailer Week	n/a		\$ 250.00
Flat Bed 2 Axle Trailer Month	n/a		\$ 535.00
500 Gallon Water Wagon Day	n/a		\$ 227.00
500 Gallon Water Wagon Week	n/a		\$ 619.00
500 Gallon Water Wagon Month	n/a		\$ 1,245.00
Ground Thaw 5,000 Sq Ft Day	n/a		\$ 1,195.00
Ground Thaw 5,000 Sq Ft Week	n/a		\$ 3,340.00
Ground Thaw 5,000 Sq Ft Month	n/a		\$ 8,824.00
Small Light Tower Day	n/a		\$ 250.00
Small Light Tower Week	n/a		\$ 504.00
1141	n/a		\$ 1,141.00
Diesel UTV 4 Seater Day	n/a		\$ 285.00
Diesel UTV 4 Seater Week	n/a		\$ 575.00
Diesel UTV 4 Seater Month	n/a		\$ 1,187.00
Diesel UTV 4 Seater Cab Day	n/a		\$ 285.00
Diesel UTV 4 Seater Cab Week	n/a		\$ 603.00
Diesel UTV 4 Seater Cab Month	n/a		\$ 1,187.00
Warehouse Forklift Day	n/a		\$ 330.00
Warehouse Forklift Week	n/a		\$ 769.00
Warehouse Forklift Month	n/a		\$ 1,605.00

End of Exhibit F