**EXHIBIT C**

**SCHEDULE OF CHARGES**

1. **Compensation Methods.** Depending on the nature of the Work required, Service Provider may be compensated for a given Task Assignment based on one (1) or more of the following four (4) below methods:
2. Time & Material (“T&M”). Actual time and materials (T&M) costs marked up by a fixed percentage for Insurance costs, Overhead and Profit, and Bond costs (if required);
3. Unit Pricing. Unit Prices for discrete elements of Work multiplied by actual units of Work provided;
4. Lump Sum. Based on a Lump Sum Quote; and/or
5. Competitive Solicitation. Based on compensation terms associated with a Sealed Bid received from pre-qualified Bidders.
6. **Application of Compensation Methods**. The T&M method of compensation is used for compensation in emergency situations when there is no time to obtain either cost estimates, Unit Price quotes, or Lump Sum Quotes before commencing the Work. An emergency situation is a situation in which public health, welfare, or safety are in jeopardy.

Routine or periodic maintenance Work performed on a pre-determined schedule is typically compensated based on Unit Prices incorporated herein, though the compensation could also be based on T&M or Lump Sum quotes if the scope of the maintenance Work needed from one time to the next is not well defined.

Non-emergency scheduled Work typically allows sufficient time for the Service Provider to prepare a cost estimate or quote for Thornton’s consideration. Under a scheduled Work situation, either T&M estimates, Unit Prices, or Lump Sum Quotes may be used for compensation as the Parties mutually agree. If Unit Prices included in the Agreement adequately cover the Scope of Work needed for the Task Assignment, these Unit Prices may be used to calculate the compensation due. Or Thornton may request different Unit Prices be quoted for the specific Task Assignment’s Scope of Work.

T & M Eligible Costs. T&M compensation includes all approved direct costs such as Subcontractor bid costs, Service Provider’s direct billable labor costs calculated using personnel labor burdened billable hourly rates as defined in the Agreement, actual materials and equipment costs (both owned and rental), and other approved reimbursable expenses. The markups on such actual costs shall include compensation for all indirect costs, such as home office overhead.

T & M Billable Rates. Service Provider’s Personnel Billable Hourly Rates for T&M Work. Service Provider may bill the labor burdened billable hourly rates identified below for all of Service Provider’s proposed job title categories. Labor burdened billable hourly rates shall include all direct payroll costs such as direct wages, Medicare and Social Security employer contributions, worker’s compensation insurance, and direct benefits paid by the Service Provider for health, life, and disability insurance premiums, retirement contributions, and allowance for paid leave. Indicate regular rates as well as overtime rates for job title categories eligible to receive overtime pay. Subcontractor’s personnel costs, if any, shall be included in subcontractors’ lump sum bids.

Labor Burdened

Billable Hourly Rates

Employee’s Job Title Regular Overtime

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Working Hours. Regular hours shall be between 7:00 a.m. and 3:30 p.m., Monday through Friday, except Service Provider’s observed holidays. Overtime rates shall be in effect during all other times.

Service Provider’s Owned Equipment Billable Rates for T&M Work. Service Provider’s Owned Equipment Billable Rates shall be without operator and shall include costs of maintenance, consumables (such as fuel and oil), and depreciation. Subcontractor’s owned-equipment costs, if any, shall be included in subcontractors’ lump sum bids.

If Service Provider owns equipment that is required for a given Task Assignment, but the equipment rate is not defined herein, the Billable Rate shall be as defined as the FHWA rate in the most recent edition of the Rental Rate Blue Book. The Blue Book FHWA rates are without operator, adjusted for geographic region and age of equipment, and are derived from the Blue Book monthly rate divided by one hundred seventy-six (176) hours per month plus the hourly operating cost. Rates for specialty equipment not included in either the Schedule below or in the Rental Rate Blue Book may, at Thornton’s sole discretion, be negotiated for a specific Task Assignment.

Incidental tools or equipment required for T&M Task Assignment that are not listed or included in the Rental Rate Blue Book shall not be compensated separately and use of such tools or equipment shall be considered compensated by the Service Provider’s markup for Overhead and Profit. Thornton, at its sole discretion, shall determine if tools or equipment required are considered specialty equipment or incidental tools or equipment.

Equipment Type: Billable Rate/Time Period

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Additional Eligible Reimbursable Expenses. Reimbursable Expenses under T&M Work may include direct Task Assignment expenses such as, rental equipment, temporary power, water usage, passenger vehicle mileage at the approved IRS reimbursement rate, specialty vehicle mileage at rates defined herein, printing, copying, on-site trailer including utilities, telephones, computers, and out of town travel, if pre-approved by Thornton. Other pre-approved expenses may include Builder’s Risk and Installation Floater, and Professional Liability insurance premiums as applicable to the Task Assignment.

Indirect Expenses. Business expenses not directly related to performance of the Task Assignment, such as home office mortgage or rent, depreciation of office equipment, home office utilities, general business insurance, non-direct labor costs for administrative staff, accountants, human resources personnel, are not to be included in reimbursable expenses. Indirect Expenses will be recovered in the percentage markup defined below for Overhead and Profit and applied to the total actual direct billable costs. Subcontractors’ indirect expenses shall be included in Subcontractors’ lump sum bids.

Markup Percentages for T&M Work. Percentages representing the Service Provider’s markups to be applied to the T&M costs for recovery of the following:

Insurance costs \_\_\_\_% (not including Builder’s Risk, Installation Floater, or Professional Liability)

Bond costs \_\_\_\_%

Overhead and Profit \_\_\_\_%

Unit Prices**.** Unit Prices established in the Agreement or proposed for a given Task Assignment shall include compensation for all direct and indirect costs, including Overhead and Profit (“O&P’) and Commercial General Liability (“CGL”), and Auto Insurance. Builder’s Risk, Installation Floater, and/or Professional Liability insurance (if required) will be compensated separately at the actual premium cost. Bonds, if required, will be compensated separately at actual cost of the bonds. Bonds are required only for Task Assignments exceeding fifty thousand dollars ($50,000) in estimated value.

| **PREVENTIVE MAINTENANCE AND TESTING UNIT PRICE SCHEDULE** | |
| --- | --- |
| **Elevator Information** | **Unit PRICE/SERVICE** |
| **Wes Brown Water Treatment Plant**  **3651 East 86th Avenue**  Elevator 1 – Every Other Month  Brand = Thyssen Krupp  Year installed = 2004  Model = TKE  Type= passenger  Capacity = 2,500 lbs.  Hydraulic  Elevator 2 – Every Other Month  Brand = Thyssen Krupp  Year installed = 2004  Model = TKE  Type = Freight  Capacity = 8,000 lbs.  Hydraulic | 1. $\_\_\_\_\_\_\_\_\_\_\_  2. $ \_\_\_\_\_\_\_\_\_\_\_ |
| **Thornton Recreation Center**  **11151 Colorado Boulevard**  Elevator 3 - Monthly  Brand = Montgomery  Year installed = 1993  Model = CP-78363  Type = passenger  Capacity = 2,000 lbs.  Hydraulic | 3. $ \_\_\_\_\_\_\_\_\_\_ |
| **Thornton Community Connections**  **9471 Dorothy Boulevard**  Elevator 4 - Monthly  Brand = Montgomery  Year installed = 1984  Model = CP-51997  Type = passenger  Capacity = 1,500 lbs.  Hydraulic | 4. $\_\_\_\_\_\_\_\_\_\_\_ |
| **City Hall**  **9500 Civic Center Drive**  Elevator 5 - Monthly  Brand = Otis  Year installed = 1982  Model = HMC1000  Type = passenger  Capacity = 2,500 lbs.  Hydraulic  Elevator 6 - Monthly  Brand = Otis  Year installed = 1982  Model = HMC1000  Type = passenger  Capacity = 2,000 lbs.  Hydraulic  Elevator 7 - Monthly  Brand = Otis  Year installed = 2006  Model = 211  Type = passenger  Capacity = 3,500 lbs.  Hydraulic  Elevator 8 - Monthly  Brand = Ram  Year installed = 2003  Model = Trust-T-Lift 7200  Type = Wheel Chair Lift  Capacity = 550 lbs.  Hydraulic | 5. $\_\_\_\_\_\_\_\_\_\_  6. $\_\_\_\_\_\_\_\_\_\_  7. $ \_\_\_\_\_\_\_\_\_\_  8. $ \_\_\_\_\_\_\_\_\_\_ |
| **Infrastructure and Maintenance Center**  **12450 Washington Street**  Elevator 9 – Every Other Month  Brand = Dover  Year installed = 2001  Model = EL5649  Type = passenger  Capacity = 2,100 lbs.  Hydraulic | 9. $\_\_\_\_\_\_\_\_\_\_\_ |
| Justice Center (Court and PD)  9551 Civic Center Drive  Elevator 10 - Monthly  Brand = Thyssen Krupp  Year installed = 2004  Model = ER2803  Type = Passenger  Capacity =4,500 lbs.  Hydraulic  Elevator 11 - Monthly  Brand = Thyssen Krupp  Year installed = 2004  Model = ER2804  Type = Passenger  Capacity =2,500 lbs.  Hydraulic  Elevator 12 - Monthly  Brand = Thyssen Krupp  Year installed = 2004  Model = ER2805  Type = Passenger  Capacity =2,500 lbs.  Hydraulic  Elevator 13 - Monthly  Brand = Thyssen Krupp  Year installed = 2004  Model = ER2806  Type = Passenger  Capacity =2,500 lbs.  Hydraulic  Elevator 14 - Monthly  Brand = Thyssen Krupp  Year installed = 2004  Model = ER2807  Type= Passenger  Capacity =2,500 lbs.  Hydraulic  Dumbwaiter 15 - Monthly  Brand = WAJPACA  Year installed = 2004  Model = CW50  Type = Dumbwaiter  Capacity = 50 lbs. | 10. $\_\_\_\_\_\_\_\_\_\_  11. $\_\_\_\_\_\_\_\_\_\_  12. $\_\_\_\_\_\_\_\_\_\_  13. $\_\_\_\_\_\_\_\_\_\_  14. $\_\_\_\_\_\_\_\_\_\_  15. $\_\_\_\_\_\_\_\_\_\_ |
| **MSC Building**  **8651 Colorado Boulevard**  Elevator 16 – Every Other Month  Brand = Otis  Year installed = 2004  Model = AAA21241U  Type = Passenger  Capacity = 2,100 lbs.  Hydraulic | 16. $\_\_\_\_\_\_\_\_\_\_ |
| **Fire Station No. 1**  **2300 Thornton Parkway**  Elevator 17 – Every Other Month  Brand = Schindler  Year installed = 2020  Model = 3300XXXX  Type = Passenger  Capacity = 2,100 lbs.  Traction | 17. $\_\_\_\_\_\_\_\_\_\_ |

Service Provider’s Standard Rate Sheet, if included herein, may be used to establish Unit Prices for Work activities at Thornton’s sole discretion.

Lump Sum Price Quotes. Lump Sum Price Quotes shall be based on a specific Task Assignment’s Scope of Work developed by Thornton or developed by the Service Provider and approved by Thornton. Lump Sum Price quotes for a given Task Assignment shall include compensation for all direct and indirect costs, including O&P, Insurance, and Bond costs if required.

Thornton may require that Lump Sum Price Quotes be broken down into a Schedule of Values for discrete elements of Work within the Task Assignment’s Scope of Work, and may include separate items for Mobilization and/or Demobilization.

Compensation for Work compensated under a Lump Sum Price quote that extends over more than one month may be based on Thornton’s estimated percent complete of the total Work or the estimated percent complete of the individual Schedule of Values items if a Schedule of Values was required.

Sealed Bids from Pre-qualified Service Providers**.** At Thornton’s sole discretion, Sealed Bids may be requested to determine the compensation for non-emergency Work. Thornton will provide a Task Assignment’s Scope of Work from which pre-qualified Service Providers will be requested to develop a Sealed Bid. In addition to the Bid price, Thornton may request additional information for evaluation, such as the proposed schedule of Work for the Task Assignment and/or credentials of the specific personnel proposed for the Work under the Task Assignment. Pre-qualified Service Providers are defined as those firms awarded an Agreement pursuant to a RFQ/P. Thornton may request that the Sealed Bids be in the form of T&M estimates, Unit Price Bids, and/or Lump Sum Price Bids as described above. The awarded firm under a Sealed Bid process will be notified of Award by a written Notice to Proceed (NTP) or a purchase order issued to the Service Provider by Thornton.

1. **Remedy of Defective Work during Construction and Warranty Correction Work.** Costs incurred by the Service Provider to repair defective Work, whether during the Work phase or during the Guarantee Period, are not reimbursable to the Service Provider and shall not be included in invoices or Applications for Payment. The Service Provider, at no additional cost to Thornton, shall repair defective Work.

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