

## EXHIBIT C

### SCHEDULE OF CHARGES (ADDENDUM NO. THREE)

If applicable Unit Prices or Lump Sum Prices are defined herein for the Work under a given task assignment, the compensation for the Work shall be calculated using the Unit Prices multiplied by the number of units provided, or by the Lump Sum Prices, as applicable.

If applicable Unit Prices or Lump Sum Prices are not defined herein, except as otherwise noted compensation will be computed using the Cost of Work (COW) plus Fee method. The Cost of Work will include direct billable labor costs for Service Provider's personnel (LABOR), material and equipment costs (MATERIAL), Service Provider's owned-construction equipment billable hourly rates (EQUIPMENT), rental equipment costs (RENTAL), approved reimbursable expenses (REIMBURSABLES), and marked up subcontract costs (SUBS).

COW will be documented using Service Provider's timesheets, invoices, and Subcontractor's pay applications. Percentage markups representing the Fee shall be applied to the COW to compensate the Service Provider for costs of insurance (INS %), bonds (BOND %) (only required on certain projects), and overhead and profit (O&P %).

Total Compensation for any specific task assignment Scope of Work will be calculated as follows:

$$[1 + \text{INS \%} + \text{BOND \%} + \text{O\&P \%}] \times [\text{LABOR} + \text{MATERIAL} + \text{EQUIPMENT} + \text{RENTAL} + \text{REIMBURSABLES} + ((1 + \text{SUB \%}) \times \text{SUBS})]$$

#### A. Service Provider's Personnel Billable Hourly Rates

Service Provider may bill the billable hourly rates identified below for all of Service Provider's proposed job title categories listed on Exhibit "B", Service Provider's Personnel and Subcontractors Listing. Billable hourly rates shall include only direct labor costs, including payroll costs such as direct wages, Medicare and Social Security contributions, and direct benefits paid by the Service Provider such as health, life, and disability insurance premiums and retirement contributions. Billable hourly rates shall not include allowance for recovery of overhead or profit, which is to be included in the percentage markups for these items. Indicate overtime, weekend, and night rates for job title categories eligible to receive these rates. Subcontractor's personnel costs shall be included in Subcontractors' bids and will not be compensated separately.

<u>Employee's Job Title</u>	<u>Billable Hourly Rates</u>		
	<u>Regular</u>	<u>Nights</u>	<u>Weekend/Holiday</u>
Service Tech	\$ _____	\$ _____	\$ _____
Service Manager	\$ _____	\$ _____	\$ _____
Project Manager	\$ _____	\$ _____	\$ _____

Regular hours shall be between 7:00 a.m. and 3:30 p.m., Monday through Friday, except Service Provider's observed holidays. Night rates shall be in effect from 3:30 p.m. through 7:00 a.m., Monday through Thursday, except Service Provider's observed holidays. Weekend/holiday rates shall be in effect from 3:30 p.m. on Friday through 7:00 a.m. on Monday, and on Service Provider's observed holidays.

**B. Service Provider's Owned Equipment Billable Hourly Rates**

Service Provider's Owned Equipment Billable Hourly Rates defined herein shall include costs of maintenance, consumables such as fuel and oil, and depreciation, but shall not include allowance for recovery of overhead or profit. Subcontractor's owned-equipment costs shall be included in Subcontractors' bids and will not be compensated separately. If Service Provider owns equipment that is required for a given task assignment, but the equipment rate is not defined herein, the Billable Hourly 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 the task assignment that are neither listed herein nor 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 Providers markups 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.

<u>Equipment Type:</u>	<u>Billable Hourly Rate</u>
_____	_____
_____	_____
_____	_____

**C. Reimbursable Expenses** shall include direct task assignment expenses such as temporary power, water usage, vehicle mileage at the approved IRS reimbursement rate, printing, copying, on-site trailer including utilities and telephones, out of town travel if pre-approved by Thornton, and other pre-approved expenses. Other business expenses not directly related to the task assignment, such as home office mortgage or rent, depreciation of office equipment, home office utilities, general business insurance, non-direct labor costs and the like, shall not be included in reimbursable expenses. Allowable reimbursable expenses will be billed at cost, and shall be included in the COW and therefore will be subject to the fee markup percentages. Subcontractor's expenses shall be included in Subcontractors' bids and will not be compensated separately.

D. Markup Percentages:

Percentage markup to be applied to Subcontractor's bids: (SUBS %): \_\_\_\_%

Percentage markup to be applied to material: (MATERIAL %):

\$0.00 - \$1,000.00	_____
\$1,001.00 - \$5,000.00	_____
\$5,001.00 - \$10,000.00	_____
>\$10,000.01	_____

Percentages representing the Service Provider's Fee to be applied to the COW for recovery of the following:

Insurance (INS %)	_____
Bonds (BOND %)	_____
Overhead and Profit (O&P %)	_____

Thornton, at their sole option, may request the Service Provider to provide a Guaranteed Maximum Price (GMP) for a specific task assignment to be compensated using the Cost of Work plus Fee method. Upon conclusion of the negotiations for the GMP and acceptance by Thornton, Thornton will issue a Purchase Order for the GMP amount. At the conclusion of the task, the Service Provider shall submit all cost documentation and the actual costs plus fee markups shall be reconciled with the GMP. If the actual costs plus fee markups fall under the GMP amount, Thornton shall be obligated to reimburse the Service Provider only for the actual COW plus Fees as defined herein. If the actual costs plus fee markups exceed the GMP amount, Thornton shall be obligated to reimburse the Service Provider only the GMP amount. The GMP amount shall be adjusted to reflect any changes in scope, whether requested by Thornton or whether necessitated by unknown or changed conditions, by written Change Order to the specific task assignment.

If mutually agreed between Thornton and Service Provider, the Guaranteed Maximum Price may be converted to a Lump Sum amount.

Notwithstanding the foregoing, Thornton shall maintain the sole option to procure the Work for a given task assignment with a Lump Sum (LS) fixed quote.

Costs incurred by the Service Provider to repair defective Work, whether during the construction phase or during the Guarantee Period, are not reimbursable to the Service Provider and shall not be included in the costs when reconciling the GMP if applicable. Repair of defective Work shall be performed by the Service Provider at no additional cost to Thornton.

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## HVAC PREVENTIVE MAINTENANCE SERVICES

The HVAC Preventative Maintenance (PM) Work will be compensated based on the monthly fixed fees noted herein. The fees for this scope shall be based on Contractor's estimated man-hours to complete the tasks identified in the various Preventative Maintenance Schedules identified in **Exhibit A, Service Provider's Scope of Services**.

Facility	Monthly Fee	Annual Fee
Thornton City Hall		
Margaret W. Carpenter Recreation Center		
Trailwinds Recreation Center		
Thornton Justice Center		
Wes Brown Water Treatment Plant		
Public Safety Facility		
<b>Total</b>		

## PREVENTATIVE MAINTENANCE COIL CLEANING

The Preventative Maintenance (PM) Coil Cleaning Work will be compensated based on the May and September fixed fees noted herein.

Facility	May	September	TOTAL
Coil Cleaning for all buildings as specified herein.			
Add Economizer Screen Cleaning. Work to be completed during the Coil Cleaning Maintenance, twice a year.			
<b>SUBTOTAL</b>			

## PREVENTATIVE MAINTENANCE BOILERS

The Preventative Maintenance (PM) Boiler Work will be compensated based on the March and October fixed fees noted herein.

Facility	March	October	TOTAL
Boiler maintenance at all buildings as specified herein.			
<b>SUBTOTAL</b>			

**ANNUAL PREVENTATIVE MAINTENANCE GRAND TOTAL**

