

CAPITAL IMPROVEMENT AGREEMENT

Contract # 113EMO - March 2020

This CAPITAL IMPROVEMENT AGREEMENT ("Contract") is made and entered into on this

5 day of March 2020 (the "Effective Date"), by and between Alta Emory, LLC.
dba The Emory Apartments (the "Owner") and CJ Restoration (the "Contractor").

The Project is: Exhibit A (hereinafter referred to as the "Project"),

The Project address is : 930 North Murray Boulevard

WHEREAS Contractor has signified its willingness to perform certain portions of the Work on the Project and to furnish all necessary labor, materials, equipment, services and supplies for a complete job for the Work in accordance with this Contract and the Contract Documents, hereinafter defined, together with all incidental work thereto, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF WORK

- 1.1 Contractor, to the fullest satisfaction and approval of the Owner, agrees to furnish all labor, materials, equipment, services, supplies and other facilities of every kind and description required for the prompt and efficient execution and completion of the work, (hereafter referred to as the "Work") as set forth in Exhibit "A":
- 1.2 The term "Contract Documents" includes this Contract, any Attachments hereto or Exhibits referenced herein, all fully executed Change Orders relating to the Project as set forth in Article 1.3, and any fully executed Extension Amendments relating to the Project as set forth in Article 2.3. The Contract Documents represent the entire agreement between the parties and contain all terms and conditions required for the proper execution and completion of the Work.
- 1.3 Owner shall have the right from time to time to order changes in the Work consisting of additions, deletions or other revisions. All changes in the Work must be in writing and signed by the Owner. No changes shall be performed by the Contractor except by such an order in writing by the Owner. In the absence of an Owner signed Change Order, any such work done by Contractor shall be considered to have been performed as part of the original Contract without additional compensation. The cost or credit to Owner for any changes per a signed Change Order may be based upon unit prices established in the Schedule of Values, if applicable, or by agreement between the parties hereto and expressly set forth in the Change Order. By signing a Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other Work under this Contract. An executed Change Order constitutes a full mutual accord and satisfaction for the change and constitutes the total equitable adjustment owed the Contractor as a result of the change.

ARTICLE 2: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1 Contractor shall commence work on: 03/12/2020 Time is of the essence in this Contract and Contractor, at its own expense, shall do all acts necessary to remain on schedule and diligently complete the Work. Contractor shall have achieved Substantial Completion of the entire Work not later than: 03/20/2020 (the "Date of Substantial Completion"). The term "Substantial Completion" is defined as the moment when all work is finished with the exception of minor punch list items, the government has issued or signed off on the certificate of occupancy or building permit for the Work, and the Owner has accepted the Work.
- 2.2 In the event the Contractor fails to complete the Work by the Date of Substantial Completion stated in Article 2.1 and the Date for Substantial Completion has not been extended as set forth in Section 2.3,

then liquidated damages in the amount of \$ 50.00 per day shall be assessed by Owner against the Contractor for each day or portion of a day of delay beyond that Date of Substantial Completion. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages which may be incurred by the Owner as a result of the failure on the part of the Contractor to complete the Work on time in accordance with Contract requirements. The liquidated damages stated herein shall be the exclusive measure of only those damages sustained by the Owner due to breach by the Contractor of its agreement to complete timely the Work and shall not alter or affect adversely the Owner's rights to assess damages against the Contractor for loss resulting from causes other than such delay.

2.3 If the Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor may be entitled to an equitable adjustment of the Date of Substantial Completion. Contractor's entitlement to an adjustment of the Date of Substantial Completion is conditioned on such adjustment being essential to Contractor's ability to complete the Project within the Date of Substantial Completion. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in the Date of Substantial Completion under this paragraph include but are not limited to the following: substantial changes in the scope of the Project; severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes; and abnormal weather conditions. Contractor shall submit any requests for extensions of the Date of Substantial Completion to the Owner's agent for approval. If the Owner agrees to the requested extension of the Date of Substantial Completion, it shall be set forth in writing and signed by the Owner or the Owner's agent ("Extension Amendment"). If the requested extension is based on a substantial change in the scope of the Project, which requires a Change Order as set forth in Section 1.3, any necessary extension of the Date of Substantial Completion may be included in the properly executed Change Order.

ARTICLE 3: PAYMENT SCHEDULE AND REQUIREMENTS

- 3.1 For the full and faithful performance of Contractor's Work as specified in the Contract Documents, the Owner agrees to pay the Contractor Six Thousand Seven Hundred Dollars No Cents
\$6,700.00 ("Contract Sum"), subject to additions and deductions for Change Orders as set forth in Article 1.3 as signed by both parties, and by the provisions of Article 2.2. Provided, however, that no payments are to be made unless the Contractor's Work performed and the materials furnished are satisfactory to the Owner as herein agreed.
- 3.2 The Contract Sum includes any and all cost increases, escalations, and Federal, State and local taxes and duties and all necessary licenses, work, labor, materials, equipment, services, and transportation costs necessary or required for the full performance of Contractor's Work. All taxes levied or assessed against the Contractor arising out of the furnishing or installation by Contractor of materials, equipment or any other kind of personal property in the improvement of the real property herein provided for, shall be paid by Contractor, and all such taxes and fees are included in the Contract amount. If Contractor is not required to pay or obtains a refund in whole or in part of any such tax which was included in the Contract amount, then in such event, the Contract amount shall be correspondingly decreased.

- 3.3 The retained as stated in Exhibit "D-5" balance shall be paid to Contractor within thirty (30) days upon Final Completion and receipt by Owner of a final invoice. The term "Final Completion" means: (a) all punch list and corrective items have been satisfactorily completed by Contractor and signed off as satisfactorily completed by Owner; and (b) Contractor has furnished to Owner all required lien waivers and warranties. To receive payment upon Final Completion, Contractor must submit to the Owner a written invoice based on the Schedule of Values detailing the Work performed during the applicable pay period.
- 3.4 Contractor agrees to provide waivers and releases of liens from the Contractor and all subcontractors and suppliers of Work and materials under this Contract and any other evidence in a form satisfactory to Owner demonstrating that all labor, materials, bills, invoices, payroll taxes of any kind and any other indebtedness incurred by Contractor as a result of the Project have been paid in full prior to or in exchange for payment to Contractor. Contractor shall not be entitled to receive progress payments until Contractor has provided Owner with a conditional lien waiver and release upon progress payments in the form prescribed by applicable state law from Contractor and Contractor's subcontractors, sub-subcontractors and material suppliers, if any. Contractor shall not be entitled to receive final payment until Contractor has provided Owner with a lien waiver and release upon final payment in the form prescribed by applicable state law from Contractor and Contractor's subcontractors, sub-subcontractors and material suppliers, if any. Contractor shall indemnify, defend and hold Owner harmless from any against any liens arising out of the performance of the Work and shall immediately cause such liens to be released at Contractor's expense. Owner shall have the right, but not the obligation, to obtain the release of any lien asserted by any person other than Contractor by paying such claimant directly, in which the amount of any such payment shall be deducted from any payment owed by Owner to Contractor hereunder or otherwise, or, if amounts owed by owner to Contractor hereunder or otherwise are not sufficient to fully reimburse Owner for such payment, Contractor shall pay Owner the amount necessary to fully reimburse Owner for such payment on demand.
- 3.5 Acceptance of any payment by Contractor shall constitute a waiver of any claim against Owner by Contractor or any of its subcontractors or suppliers, whether asserted before or after final payment, and shall further constitute an accord and satisfaction of any claim against Owner by Contractor or its subcontractors or suppliers, or which is based in whole or in part, upon facts which arose prior to the time of final payment.
- 3.6 Payments by Owner to Contractor shall not constitute acceptance of the Work or be considered a waiver, in whole or in part, of the right to reject any defective or non-conforming work whether or not the defect or non-conformity was latent or patent at the time of payment.
- 3.7 Acceptance of any payment by Contractor shall constitute a waiver of any claim against Owner by Contractor or any of its subcontractors or suppliers, whether asserted before or after final payment, and shall further constitute an accord and satisfaction of any claim against Owner by Contractor or its subcontractors or suppliers, or which is based in whole or in part, upon facts which arose prior to the time of final payment.

ARTICLE 4: WARRANTIES

- 4.1 At the request of and in the manner acceptable to Owner, Contractor shall correct any defects in one (1) year from the date of substantial completion of the Project. If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work, any defective work is found, the Owner shall promptly notify the Contractor in writing. Unless the Owner provides written acceptance of the condition, the Contractor shall promptly correct the defective work at its own cost and time and bear the expense of additional services required for correction of any defective work for which it is responsible. The Contractor further warrants that the Work will conform to the requirements of the Contract document and will be free from defects, except for those intrinsic in the design or materials required in the Contract Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. This is referred to as the "Contractor's Workmanship Warranty Period."

Contractor's Workmanship Warranty Period is as follows _____ 1 year

In addition, Contractor agrees to assign and give to Owner all guarantees and warranties received by Contractor on materials, equipment, and labor furnished to the Project. These warranties are not in lieu of any other rights and remedies provided for under law or the contract. Warranty periods shall commence on the date of Substantial Completion.

- 4.2 Contractor warrants that unless otherwise specified, all materials and equipment furnished under the Contract and incorporated in the Work will be new, of good quality, and free from faults or defects. At the Owner's request, the Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. In case of a conflict between the quality of materials, practice, or services required in the Contract Documents, the higher, greater, or better quality shall prevail. This is referred to as the "Manufacturer's Material Warranty."

Manufacturer's Material Warranty period is as follows _____ 1 year

In addition, Contractor agrees to assign and give to Owner all guarantees and warranties received by Contractor on materials, equipment, and labor furnished to the Project. These warranties are not in lieu of any other rights and remedies provided for under law or the contract. Contractor shall also perform the work according to manufacturer recommendations so as to obtain warranty certificates, which certificates shall be provided to Owner upon completion of the job.

All warranty periods shall commence on the date of Substantial Completion.

ARTICLE 5: CONTRACTOR OBLIGATIONS

- 5.1 Contractor shall supervise and direct the Work using its best skills and efforts, shall perform the Work in strict accordance with the Contract Documents, and shall perform the Work with due diligence and without delay. To enable the Work to be completed in an orderly and expeditious manner, Contractor shall, before commencing the Work, submit to Owner a schedule for completing the Work during the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, unless otherwise agreed to in writing by Owner. Contractor shall at all times coordinate with Owner with respect to the scheduling, commencement and completion of the Work and perform the Work in a manner that will least disrupt residents on the Property. Contractor shall require each subcontractor to be bound by this Agreement to the extent of the Work performed by each subcontractor.

- 5.2 Contractor shall enforce strict discipline and good order among employees of Contractor and all other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Owner reserves the right to have Contractor remove an employee from the premises if unfit or unskilled. Contractor shall employ labor and personnel in accordance with applicable local, state and federal laws.

- 5.3 Contractor shall pay, when due, sales, consumer, use, FICA, and unemployment compensation taxes and any other taxes due for the Work or portions thereof provided by Contractor.
- 5.4 Contractor is responsible for obtaining all necessary licenses and permits necessary for the performance of Contractor's Work. The cost of such licenses and/or permits is part of the Contract Sum.
- 5.5 Contractor shall give notices and comply with all building codes, local ordinances, laws, rules, regulations, and orders of any public authority having jurisdiction over the Property and/or Project.
- 5.6 Contractor shall at all times facilitate and permit the inspection of the Work by the Owner, its managing agent, and public authorities. Contractor shall not be relieved of its obligations to perform the Work because of tests, inspections, or approvals required or performed by persons other than Contractor. The Work shall not be accepted until the Owner, Agent and all public authorities have inspected and approved the Work and any certificates of occupancy and/or final inspection certificates that are required are issued.
- 5.7 Contractor shall at all times be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees of Contractor or any other subcontractor performing services on the Property and other persons including, but not limited to, residents or tenants of the Owner and their guests; (2) the Work and all materials and equipment used to complete the Work; and (3) other property at the site or adjacent thereto. The obligation of Contractor to protect shall include the duty to provide and maintain at the Project, at its sole expense, suitable and sufficient guards, lights, barricades and enclosures. All damage or loss to any property caused in whole or in part by the Contractor, its subcontractor or their agents, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable, shall be remedied by Contractor. Owner reserves the right at all times to halt Work that is being performed in an unsafe manner until Contractor rectifies same.
- 5.8 Contractor shall at all times keep the premises and surrounding area free from accumulation of waste material or rubbish caused by its performance of the Work. Within twenty-four (24) hours from the completion of any Work, or any portion of Work, Contractor shall remove all waste material, rubbish, tools, construction equipment, machinery, and surplus materials from the Property, and shall leave the Work area broom clean or its equivalent at the end of each work day. If Contractor fails to clean the premises, Owner may perform the clean-up and the cost shall be deducted from any payment requests submitted by Contractor. Contractor is responsible for removal and proper disposal of all waste from the Work.
- 5.9 Contractor shall promptly correct at its own expense any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work. Contractor warrants and shall also promptly remedy at its own expense any defects due to faulty materials, equipment or workmanship, all with such period or periods of time as may be prescribed by law or by the terms of any applicable guarantee required by the Contract Documents. The provisions of this section apply to work done by subcontractors as well as to Work done by direct employees of Contractor.
- 5.10 Contractor shall execute and fully comply with the attached Equal Employment Opportunity Addendum to Capital Improvement Agreement.

ARTICLE 6: OWNER OBLIGATIONS

- 6.1 Owner shall not be responsible for or assume any liability or responsibility for loss or damage to equipment or materials, tools or other personal property whether owned or leased by Contractor, subcontractor, their agents, or anyone employed by them in the performance of the Work.

6.2 When Work is being performed on Owner's premises where water, power, gas, and toilet facilities are available, Owner will furnish said utilities and facilities to Contractor. All scheduled uses shall be coordinated and approved by the on-site property manager. Where said utilities are not available through Owner's in-place facility, Contractor shall provide same at his own expense to the extent required to fulfill this Agreement.

ARTICLE 7: INSURANCE

7.1 Contractor shall provide and maintain at Contractor's expense during the period in which this Agreement is in force, the following types of insurance protecting the interests of Owner and its managing agent, Apartment Management Consultants, LLC ("AMC") with limits not less than those set forth below:

- A. Commercial General Liability insurance. Contractor shall carry a CGL policy with a minimum coverage of \$ 1,000,000.00 for each occurrence, combined single limit with a \$2,000,000.00 policy aggregate. Policy shall provide an Additional Insured endorsement in favor of Owner and AMC in an amount equal to that provided to Contractor under the policy.
- B. Automobile Liability insurance. Contractor shall carry automobile liability of a minimum of \$ 500,000.00. Auto liability must cover all owned, non-owned and hired automobiles used in connection with the Services. Policy shall provide an Additional Insured endorsement in favor of Owner and AMC in an amount equal to that provided to Contractor under the policy.
- C. Workers' Compensation / Employer's Liability insurance. Contractor shall carry worker's compensation insurance with at least the minimum amounts required by State law.
- D. In the event that Contractor has or obtains insurance coverage in amounts in excess of those listed above, such additional insurance coverage shall also inure to the benefit of Owner and AMC. It is the intent of the parties that all insurance obtained by Contractor shall be primary to all other policies obtain or currently in effect which shall insure to the benefit of Owner and/or AMC.
- E. Contractor shall require all insurers to waive all rights to recovery, under subrogation or otherwise, against Owner and AMC.
- F. All insurance described herein shall be written in a company or companies satisfactory to Owner.
- G. Contractor shall require the same minimum insurance requirements set forth in this Agreement of all of their subcontractors.

7.2 Contractor shall, concurrent with the execution of this Contract, deliver to owner a Certificate of Insurance in a form acceptable to Owner evidencing the coverage set forth by this Agreement.

ARTICLE 8: INDEMNIFICATION

8.1 To the fullest extent permitted by law, Contractor shall at its sole cost and expense, defend, indemnify and hold harmless the Owner, its partners, AMC, and all of their officers, directors, agents, and employees (collectively the "indemnified parties") from and against any and all liability, damages, losses, claims, costs, and expenses, whenever incurred including, but not limited to, reasonable attorney's fees arising out of any kind and nature whatsoever, including without limitation claims, damages, costs, and expenses attributable to injury or destruction to tangible property, bodily injury, sickness, disease or death, or resulting from performance of the Work or incurred by reason of a breach by Contractor of any covenant or condition contained in the Contract Documents or the inaccuracy of any warranty or representation made in the Contract Documents.

8.2 The indemnification obligations under this Article shall not be limited by any restriction on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 8.3 All provisions of this Agreement that require Contractor to insure, defend, or indemnify Owner or AMC shall survive and termination of this Agreement.
- 8.4 Contractor shall not bring claims or lawsuits under or related to this Contract against any principals, employees, agents, officers, directors, stockholders, controlling persons, partners or affiliates of Owner or AMC. Contractor further agrees that the sole and exclusive remedy of Contractor for payment and/or performance of this Contract shall be against the assets of Owner.

ARTICLE 9: OWNER'S RIGHT TO TERMINATE THE CONTRACT

- 9.1 Should Contractor neglect to carry out the work properly, correct defective work or fail to perform any of its obligations under the Contract Documents, Owner, after three (3) days written notice to Contractor, may without prejudice to any other remedy it may have, direct by written notice that Contractor stop the work, make good the deficiencies and may deduct the cost from the payment then or thereafter due to Contractor or, at the option of Owner, may terminate this Agreement and take possession of all materials, tools, and appliances and finish the work by such means as the Owner sees fit. If the unpaid balance of the Contract Sum exceeds the expense of finishing the work, such excess shall be paid to Contractor, but if such expense exceeds the unpaid balance the Contractor shall promptly pay the difference to Owner.
- 9.2 Notwithstanding anything in this Contract, Owner, at its sole discretion, may terminate this Agreement at any time without cause by giving at least ten (10) days prior written notice of such termination to Contractor. Upon any termination of this Contract, and subject to all the terms and provisions of the Contract, Contractor shall be entitled to payment for the portion of the Contract Sum attributable to all accepted Work finished or installed. However, Owner may retain from any monies due to Contractor an amount sufficient to cover Contractor's obligation under any guarantee or materials and workmanship provided in the Contract Documents. Upon the expiration of these obligations, the balance of the amount, if any, shall be paid to Contractor. Contractor, upon termination of this Contract, shall peaceably and quietly surrender to Owner all premises, facilities, machinery and equipment of or belonging to Owner or for which owner has paid Contractor.

ARTICLE 10: MISCELLANEOUS

- 10.1 Nothing contained in this Contract shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture between the parties, it being understood that the only relationship between the parties is that Contractor is an independent contractor of Owner. Nothing contained in this Agreement shall create any contractual or other relationship between Owner and any subcontractor or supplier.
- 10.2 The invalidity or unenforceability of any provision shall not affect or limit the validity and enforceability of any other provisions. The waiver by any party of a breach of any provision of the Contract shall not operate or be construed as a waiver of any subsequent breach by any party. The remedies and rights of Owner, in the event of any default by Contractor, are cumulative and in addition to those otherwise available by law, and the expression of any specific right or remedy shall not be construed as preventing Owner from exercising any other right or remedy it may have.
- 10.3 Notice required under this Contract shall be in writing and sent by personal delivery, certified mail, commercial courier, or certified mail postage prepaid return receipt requested to the parties at the addresses set forth in this Contract and to AMC at the address set forth at the end of this Contract. Notice may also be given to such other addresses or email addresses as any of the parties may hereafter specify in writing to the other party. Notice shall be deemed effective when received.

- 10.4 This Contract shall be construed in accordance with the laws of the State where the Work is to be performed.
- 10.5 Contractor shall not assign this Contract. Nothing in this Contract shall preclude or prohibit Owner from assigning or transferring the whole or any part of the Contract including Owner's rights, benefits or obligations hereunder to any corporation, partnership or individual.
- 10.6 This Contract and all the representations, warranties and conditions shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, assignees and other successors in interests to the extent permitted by this Contract.
- 10.7 Whenever the context so requires, the masculine gender includes the feminine and the neuter as appropriate and vice versa, and the singular includes the plural. Caption headings are for convenience only and are not to be used to construe or interpret the Contract. The Recitals are incorporated within and is part of the Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

CONTRACTOR:

By: _____
PRINT: Hayden Pistilli
TITLE: Sales and Marketing Coordinator
ADDRESS: 12385 E. Cornell Ave.
Aurora, CO 80014

OWNER:

By: _____
PRINT: Todd Kaufman
TITLE: Manager
ADDRESS: 516 Pennsfield Place
Thousand Oaks, CA 91360

APARTMENT MANAGEMENT CONSULTANTS, LLC

1954 Fort Union Blvd, Suite 500
Cottonwood Heights, UT 84121
a.wells@amcllc.net

Exhibit "D-5"

CONTRACTOR'S WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That, WHEREAS, the undersigned CJ Restoration (Contractor), of 12385 E. Cornell Ave., Aurora, CO 80014 (hereinafter referred to as "Contractor") and Alta Emory, LLC. (hereinafter referred to as "Owner") have heretofore entered into a certain written contract dated the _____ day of _____, covering work to be performed and/or materials to be furnished at the premises located at The Emory Apartments, 930 North Murray Boulevard, Colorado Springs, CO 80915; (Community Name and Address)

WHEREAS, Contractor has performed work and furnished materials provided for under said contract up to and including the date hereof, and upon supplying lawful waivers of all liens, rights of lien, and claims of Contractor, subcontractors and materialmen, is entitled to payment from the Owner of the sum of

Six Thousand Seven Hundred Dollars and No Cents (\$6,700.00)

(Check whether a "partial payment" or "the balance of contract price") Partial Payment Balance of Contract under said contract;

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, Contractor hereby represents that all work performed and materials furnished under said contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and materialmen, have been paid for in full; and Contractor hereby waives any and all liens, rights of lien and claims on or against the premises at the address above given and on any and all structures and buildings located thereon arising under any law of the State wherein said premises are situated and hereby releases and agrees to save harmless Owner from and against any and all claims for and on account of work performed or materials furnished by or for Contractor under said contractor or otherwise. Contractor represents that all sales and use taxes if any applicable to any materials furnished by or for Contractor have been paid in full.

SIGNED this _____ day of _____, _____.
Month Year

ATTEST:

BY: _____

Print Name: _____

Print Title: _____

STATE OF _____)

COUNTY OF _____) SS.

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said county and State, personally appeared the individual who signed the foregoing waiver, being personally known to me, and the execution of same was the free and voluntary act and deed of the contractor named and further certified, that if contractor is a corporation, it appeared by the Officer who signed on its behalf, and such officer who signed on its behalf, and such officer to me acknowledged that the execution was by authority duly granted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the date and the year last above written.

My Commission Expires:

Notary Public in and for _____

Equal Employment Opportunity Addendum to Capital Improvement Agreement (Contract 13EMO - March 202)

EQUAL EMPLOYMENT OPPORTUNITY

CJ Restoration, as Contractor, the 5 of March, 2020;

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex or national origin or any other protected classification proscribed under local, state or federal law. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, religion, color, sex or national origin or any other protected classification proscribed under local, state or federal law. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or terminate; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex or national origin or any other protected classification proscribed under local, state or federal law.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the agency contracting officer, advising the labor union of workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders this Contract may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of Paragraph (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States

Hayden Pistilli

Todd Kaufman

Date

Date

Required Vendor Set-up
Insurance Certificate(s), W-9, Worker's Comp and Vendor Registration (RMIS)

Please send an Insurance Certificate(s) that contain the following:

1. A certificate of insurance must name us as a specifically "Additionally Insured" or the vendors carrier is not responsible to cover us under their policy limits nor provide a defense from a third party claim. Being a certificate holder is not enough.

2. The Certificate holder is always listed as the property where the work is being performed.

c/o agent - Apartment Management Consultants
and Alta Emory, LLC.
dba The Emory Apartments
930 North Murray Boulevard
Colorado Springs, CO 80915

3. Under the special provisions block it should state:

All Parties Listed as Certificate Holder(s) _____ are named additionally insured
(Name of Owner, Management Co. and Property)

for work undertaken by _____ CJ Restoration on behalf of the named parties."
(Name of contractor/vendor)

A waiver of subrogation applies at the worksite:

The Emory Apartments
930 North Murray Boulevard
Colorado Springs, CO 80915
(Worksite address)

Insurance Requirements:

Commercial General Liability- \$2,000,000.00
Workers' Compensation and Employers' Liability - Vendor shall carry worker's compensation insurance
with at least statutory minimum

Automobile Liability - \$500,000.00

Other Requirements:

Fax Worker's Compensation/Employer's Liability Insurance (statutory minimum) to: (559) 439-0898

Vendor must register with Registry Monitoring Information Systems (RMIS).

- 1) Go to www.amclcvendors.com to register your company.
- 2) Indicate whether you are an **On-Site Vendor** or an **Off-Site Vendor**. An **On-Site Vendor** may be a vendor/contractor/consultant/supplier who delivers products or provides services which requires property access. An Off-Site Vendor or Supplier typically is one who does not deliver goods or step on or around any of our properties.
- 3) Click on "GO TO NEXT STEP" at the bottom of the page and follow the required steps which include:
 - Register your company contact information.
 - Identify each property you service.
 - Electronically submit a W-9 Form.
 - Electronically sign the Vendor Agreement.
 - Provide Principal Information for your company.
 - If you are an On-site vendor, you will need to provide a Certificate of Insurance with all mandatory insurance coverages, limits and endorsements. Be sure to enter your insurance agent information when instructed. Certificate requests will automatically be generated and sent to your insurance agents.
 - If you are an On-site vendor type which requires license verification, you must supply your license information.
 - Make the annual payment:
 - Off-site: \$60
 - On-site: \$80
 - On-site with License Verification: \$85
- 4) After registration, you will be assigned a Vendor ID number. You can use this number to login to the website to check certification status or update contact information.
 - Register your company contact information.
 - Identify each property you service.
 - Electronically submit a W-9 Form.
 - Electronically sign the Vendor Agreement.
 - Provide Principal Information for your company.
 - If you are an On-site vendor, you will need to provide a Certificate of Insurance with all mandatory insurance coverages, limits and endorsements. Be sure to enter your insurance agent information when instructed. Certificate requests will automatically be generated and sent to your insurance agents.
 - If you are an On-site vendor type which requires license verification, you must supply your license information.
 - Make the annual payment:
 - Off-site: \$60
 - On-site: \$80
 - On-site with License Verification: \$85

Exhibit A

Sawcut, demo and remove 900 sq. ft. of 4" thick asphalt from 3 areas (as outlined below). All debris will be exported and disposed of off site.

- 50 sq. ft. at the pothole near east entrance at Murray Blvd.
- 400 sq. ft. of alligatorated asphalt in the drive lane to the west of the mailbox kiosk
- 450 sq. ft. of damaged asphalt near the speed bump in the center drive lane

Shape and compact existing subgrade.

- Existing subgrade must be dry and thoroughly compacted to ensure that new asphalt patch and surrounding areas will maintain integrity. Subgrade will be compacted with steel drum rollers and/or jumping jacks to ensure proper compaction prior to paving
- Note: If the existing subgrade is saturated or cannot be compacted, additional cost to remove and replace subgrade may be necessary-possible change order.

Pave 900 sq. ft. and compact to a finished thickness of 4 inches (areas as outlined in demo section above).

- Apply tack coat to edges of existing asphalt to promote bond with new asphalt
- New asphalt will be compacted in 2 lifts (2" compacted thickness at each lift) a 2-ton steel drum with vibration will be used to achieve thorough compaction

ANY CHANGE ORDERS ARE TO BE SUBMITTED TO MANAGEMENT IN WRITING (EMAIL PREFERRED) AND APPROVED BY MANAGEMENT PRIOR TO WORK BEING COMPLETED.

Total Cost: \$6,700.00