

10. Design-Builder's entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – ACCOUNTING RECORDS

8.01 *Maintaining and Preserving Cost Records*

- A. Design-Builder shall keep such full and detailed accounts of materials incorporated and utilized for the Work as may be necessary for proper financial management under this Agreement. Design-Builder shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 13, inclusive).
 2. General Conditions (pages 1 to 59, inclusive).
 3. Conceptual Documents (not attached).
 - a. Pilot Study Results by Komline Harn dated 1/2/25 (emailed 9/18/25)
 - b. Hattie Place well data (emailed 9/24/25)
 - c. Schematic for Concentrate Line terminal point
 - d. 3yrs Historical Data TTHM & HAA5
 - e. Survey dated 1/25/24
 4. Exhibit A, Preliminary Stage Work.
 5. Exhibit B, Compensation.
 6. Design-Builder's Proposal.
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Performance Bond.
 - b. Payment Bond .
 - c. Other Bonds. **(If any)**
 - d. Work Change Directives.
 - e. Change Orders.
 - f. Record Drawings and Record Specifications.
 - g. Proposal Amendment.
 8. Other Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit C – Hourly Billing Rates for Preliminary Stage Services