



**District
Mission:**

**To ignite a
passion for
learning.**

**Board
Priorities:**

Ensure all students stay on or above grade level each year and graduate prepared to successfully implement a plan for college or career.

Every day, we are college or career ready.

Provide all students with engaging learning opportunities.

Rigor and engagement are everywhere.

Create a space that is safe, inclusive and welcoming for all.

Diversity and culture make us better.

Plan and execute the capital and human capital investments that will make our district better.

We plan for the future.

Lake County School District Board of Education

Nov. 12, 2019 5:00pm Regular Meeting

Location: District Office—328 West 5th St-Room 11

Regular Meeting

1. 5:00 Call to order
2. 5:01 Pledge of Allegiance
3. 5:02 Roll Call
4. 5:03 Preview Agenda
5. 5:04 Reading/Energize Item-Stephanie McBride
6. 5:05 Public Participation

Members of the public who wish to address the board on non-agenda items are welcome to do so at this time. Please sign up on the clipboard at the front. We ask you to please observe the following guidelines:

- Confine your comments to matters that are germane to the business of the School District.
- Recognize that students often attend or view our meetings. Speaker's remarks, therefore, should be suitable for an audience that includes kindergarten through twelfth grade students.
- Understand that the board cannot discuss specific personnel matters or specific students in a public forum.

7. 5:10 Approve Consent Agenda:
 - a. Regular Meeting Minutes Sept. 10, 2019
 - b. Regular Meeting Minutes Oct. 8, 2019
 - c. Special Meeting Minutes Oct. 22, 2019
 - d. Personnel Recommendations
 - e. Head Start-Community Complaint Policy and The Center Early Childhood Program Employee Handbook 2019-2020 Policies and Procedures
8. 5:15 Celebration and Thank you to Board Member who is leaving
9. 5:30 Action Item
 - a. Certify Election Results
 - b. Oath of Office and Swearing in of elected board members
 - c. Election of Board President
 - d. Election of Board Vice President
 - e. Election of Secretary
 - f. Election of Treasurer
 - g. Resolution NO. 20-07 Accreditation of schools (Oversight Calendar-Student Achievement Part 2-Rigor and Engagement)
 - h. Resolution NO. 20-08 BEST Site Lease of the district
 - i. BEST Sublease
 - ii. BEST Site Lease
 - i. Resolution NO. 20-09 BEST Authorization of bond matching funds
 - j. Owners Rep for BEST Project-Dynamic Program Management
 - k. Geotechnical Engineering and Construction Material Testing Services-Ground Engineering Consultants, Inc.
 - l. Design Services-Hord Coplan Macht, Inc. (HCM)
 - m. Superintendent flier
10. 6:30 Student representative reports
11. 6:40 Superintendent Update

A few welcoming notes:

The board's meeting time is dedicated to its strategic mission and top priorities. • The "consent agenda" has items which have either been discussed prior or are highly routine. By not discussing these issues, we are able to spend time on our most important priorities. • "Public participation" is an opportunity to present brief comments or pose questions to the board for consideration or follow-up. Each person is asked to focus comments to five minutes. The boundaries are designed to help keep the strategic meeting focused and in no way limits conversations beyond the board meeting. • Your insights are needed and welcomed and the board encourages you to request a meeting with any board member, should you have something to discuss. • If you are interested in helping the district's achievement effort, please talk with any member of the leadership team or call the district office at 719-486-6800. Opportunities abound. Your participation is highly desired.



12. 6:45 Board Reports
13. 6:50 Agenda Planning
 - a. Reading/Energize item for next meeting-Amy Frykholm
 - b. Board Notes for tonight's meeting-Amy Frykholm
 - c. Next Meeting or event:
 - i. Dec. 10, 2019 Regular Meeting 5 pm @ District Office
 - ii. Jan. 14, 2020 Regular Meeting 5 pm @ District Office
14. 7:00 Meeting Debrief
 - a. How did we do on time?
 - b. Did we do our most important work first?
15. Informational items
 - a. LCSD Budget reports

16. Adjournment

Estimated duration of meeting is 2.5 to 3 hours **Updated 11/8/2019

A few welcoming notes:

The board's meeting time is dedicated to its strategic mission and top priorities. • The "consent agenda" has items which have either been discussed prior or are highly routine. By not discussing these issues, we are able to spend time on our most important priorities. • "Public participation" is an opportunity to present brief comments or pose questions to the board for consideration or follow-up. Each person is asked to focus comments to five minutes. The boundaries are designed to help keep the strategic meeting focused and in no way limits conversations beyond the board meeting. • Your insights are needed and welcomed and the board encourages you to request a meeting with any board member, should you have something to discuss. • If you are interested in helping the district's achievement effort, please talk with any member of the leadership team or call the district office at 719-486-6800. Opportunities abound. Your participation is highly desired.

SCHOOL BOARD MINUTES

Regular Meeting

Sept. 10, 2019

Pledge of Allegiance –Director Frykholm led the pledge of allegiance.

Roll Call of Members - The regular meeting of the Board of Directors for Lake County School District R-1 was called to order on Sept. 10, 2019 at 5:07 p.m. and was held at the District Office. Directors Contreras, Fiedler, Frykholm, McBride, and Superintendent Wyman were present. Director Frykholm participated by phone as she is out of town and joined the meeting at 5:13 pm. Student representative Michaela Sanchez was present.

Preview Agenda-N/A

Reading or Energize item- Jeff Fiedler provided a reflection on district performance.

Public Participation- NA

Approval of consent agenda items- It was moved by Director McBride to approve consent agenda. Director Contreras seconded the motion;

	Contreras	Fiedler	Frykholm	McBride	Solomon
Aye	X	X		X	
Nay					
Absent			X		X

motion carried 3-0.

Oversight Calendar- Wendy Wyman gave an update on district performance and the Strategic Plan.

Superintendent Update: Superintendent Wyman gave an update on the start on school and how things are going around the district.

Board Reports- Board members gave their updates.

Agenda Planning- Ellie will do the reading for the next regular meeting.

Meeting was debriefed and it was moved by Director McBride to adjourn the meeting.

Director Contreras seconded the motion; motion carried.

Meeting adjourned at 6:02 pm.

ATTEST:

Jeff Fiedler, Secretary

Amy Frykholm, President

SCHOOL BOARD MINUTES

Regular Meeting

Oct. 8, 2019

Pledge of Allegiance –Director Frykholm led the pledge of allegiance.

Roll Call of Members - The regular meeting of the Board of Directors for Lake County School District R-1 was called to order on Oct. 8, 2019 at 5:02 p.m. and was held at the District Office. Directors Contreras, Fiedler, Frykholm, McBride, Solomon and Superintendent Wyman were present. Student representative Michaela Sanchez was present.

Preview Agenda-The Regular Meeting Minutes for September 10, 2019 need to be updated and moved from the consent agenda for this meeting. The meeting minutes will be added to the Nov. 12, 2019 meeting.

It was moved by Director Solomon to remove the minutes from the consent agenda.

Director Contreras seconded the motion;

	Contreras	Fiedler	Frykholm	McBride	Solomon
Aye	X	X	X	X	X
Nay					
Absent					

motion carried 5-0.

Reading or Energize item- Ellie Solomon provided a reflection on the 4A campaign.

Public Participation- NA

Approval of consent agenda items- It was moved by Director Solomon to approve consent agenda with the removal of the September 10, 2019 Regular Meeting Minutes.

Director McBride seconded the motion;

	Contreras	Fiedler	Frykholm	McBride	Solomon
Aye	X	X	X	X	X
Nay					
Absent					

motion carried 5-0.

Action Items: It was moved by Director Solomon to approve Michaela Main as the new student representative to the school board. Director Contreras seconded the motion;

	Contreras	Fiedler	Frykholm	McBride	Solomon
Aye	X	X	X	X	X
Nay					
Absent					

motion carried 5-0.

It was moved by Director Solomon to approve Resolution NO. 20-06 for the support of Colorado Climate Change Education Network (C3EN). Director McBride seconded the motion;

	Contreras	Fiedler	Frykholm	McBride	Solomon
Aye	X	X	X	X	X
Nay					
Absent					

motion carried 5-0.

Superintendent Update- Superintendent Wyman gave an update on the accountability of the school district and our performance rating, spoke about the Career Fair at the high school on Wednesday, the 9th of Oct., the tour of West Park Elementary in regards to the BEST Grant and presenting at CASB.

Student Representative Reports- Michaela Sanchez reported on the Student Senate class. She spoke of having Homecoming this last week, visiting the other schools for pep rallies and looking forward to working on student engagement at the high school.

A short break was taken and the meeting resumed.

Discussion item- Policies SP-1 to SP-5 were discussed. A draft policy of public participation was talked about and a draft will be added to the work session agenda. The board also discussed how the superintendent search is going.

Board Reports- Board members gave their updates.

Agenda Planning- Stephanie will do the reading for the next regular meeting.

Meeting was debriefed and it was moved by Director Solomon to adjourn the meeting.

Director Contreras seconded the motion; motion carried.

Meeting adjourned at 6:45 pm.

ATTEST:

Jeff Fiedler, Secretary

Amy Frykholm, President

SCHOOL BOARD MINUTES

Special Meeting

Oct. 22, 2019

Pledge of Allegiance –Director Frykholm led the pledge of allegiance.

Roll Call of Members - The special meeting of the Board of Directors for Lake County School District R-1 was called to order on Oct. 22, 2019 at 6:34 p.m. and was held at the District Office. Directors Frykholm, McBride, and Solomon. Director Contreras and Superintendent Wyman will be in late and joined the meeting at 7:05 pm. Director Fiedler was absent and excused. Student representative Michaela Main was present. Student representative Michaela Sanchez was absent and excused.

Preview Agenda-No changes needed.

Public Participation- NA

Action Item: It was moved by Director Solomon to approve the Year 1 Head Start Baseline Grant Application. Director McBride seconded the motion; Holly DeBell and Mary Jelf were in attendance and explained the grant and answered questions.

	Contreras	Fiedler	Frykholm	McBride	Solomon
Aye			X	X	X
Nay					
Absent	X	X			

motion carried 3-0.

Oversight Calendar- Katherine Kerrigan and Kelly Hofer were in attendance and spoke on College and Career Readiness at the high school.

CMC Partnership- The representative from CMC was unable to attend. Katherine, Kelly and Ben Cairns spoke about the partnership that the high school has with CMC.

It was moved by Director Solomon to adjourn the meeting. Director Contreras seconded the motion; motion carried.

Meeting adjourned at 7:18 pm.

ATTEST:

Jeff Fiedler, Secretary

Amy Frykholm, President

Lake County School District R-1
Employee Status Report
November 12, 2019

11/6/2019

Certified Staff

Recommended for Hire

Name Assignment Degree License-Endorsement Experience

Transfers

Name Current Assignment Transfer Assignment Location Effective

Resignations/Terminations

Amy Frykholm, President

Jeff Fiedler, Secretary

Lake County School District R-1
Employee Status Report
November 12, 2019

11/6/2019

School Social Worker

Support Staff/Classified

Recommended for Hire

Campana, Miriam
Ferrie, Barbara
Ritacco, Cynthia

SPED Paraprofessional
School Social Worker
Temporary Kindergarten Paraprofessional

LCIS
Door Program
West Park

Transfers

Name
Martinez Marquez, Yesenia

Current Assignment
Temporary SPED Paraprofessional - LCIS

Transfer Assignment
SPED Paraprofessional - LCHS

11/4/2019

Effective

Leave of Absence

Resignations/Terminations

Medina, Kimberly
Rojas, Rafael

Assistant PreK Teacher
Custodian

Center
LCIS

10/25/2019
11/4/2019

Amy Frykholm, President

Jeff Fiedler, Secretary

Lake County School District R-1
Employee Status Report
November 12, 2019

11/6/2019

Certified/Staff

Counselor or School Social Worker

LCHS

Classified/Support Staff

Substitute Teachers
Bus Drivers
Pre-K Substitute Teachers
Custodian (A.M.)

District
District
The Center
LCIS

Coaches/Athletics

MS Head Volleyball
MS Assistant Volleyball
HS Head Boys Soccer
MS Boys Assistant Basketball

MS Assistant Volleyball

MS Assistant Volleyball



The Center

Early Childhood Programs
Lake County School District R-1

315 West 6th Street
Leadville, CO 80461

Phone 719 486-6928
Fax 719 486-9992

Head Start, Colorado Preschool Program, Tuition-Based Preschool and School Age Programs, Services for Children with Special Needs

Head Start Action Items for Governing Board

Action Agenda Items:

1. Community Complaint Policy – there are no recommended changes
2. The Center Early Childhood Program Employee Handbook 2019-2020 Policies and Procedures

**Lake County School District R-1
Head Start Program**

Community Complaint Policy

Policy: Lake County School District Head Start will hear and attempt to resolve community grievances regarding programs and projects sponsored by Lake County School District Head Start in a timely manner.

Purpose: To provide a forum for the community to express complaints against the Lake County School District Head Start program.

Performance Standard: 1304.50(d) (2) (v)

Procedure:

When a Head Start staff member, Policy Council or School Board member is contacted by a community member with a complaint, the individual will be referred to the Head Start Director or Family and Community Partnership Manager.

A verbal complaint will be summarized in writing by the complainant. The Director, FCPM or appropriate Manager will meet with the complainant to discuss the concern. If necessary, a plan is proposed to correct the situation. A copy of the complaint and proposed correction will be filed in the Community Complaint file.

If resolution is reached, the plan will be submitted to the appropriate staff and action taken to correct the situation

If a resolution is not reached, the following steps will be followed:

1. The Director/FCPM will take the complaint to the Policy Council.
2. A response is made by motion of the Policy Council. The Council may:
 - A. Resolve to take no action on the matter
 - B. Develop a plan to resolve the issue
 - C. Refer the matter to the School Board

If the matter requires a change in policy, the policy will be presented to the Leadership Team and the Executive Director for review. With their input the policy change will be presented to the Policy Council and the Lake County School Board for approval.

The Director implements the action as approved and informs the complainant of action taken.



Date approved by Policy Council: October 14, 2019
Governing Board Approval

**Lake County School District Head Start R-1
Community Complaint Process Form**

Date: _____

Description of complaint:

Name of Complainant: _____

Address: _____

Telephone: _____

By: _____
Signature

Process initiated by: _____

1. Action taken: _____ **Date:** _____

2. Action taken: _____ **Date:** _____

3. Result of action taken: _____ **Date:** _____

4. Notification of: _____ **Date:** _____

By: _____

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The Center

Early Childhood Programs

Mission Statement

Our mission is to serve and respect children and families by providing research-based early childhood services that promote the development of knowledge, life skills and self-esteem.

Vision

The Center positively impacts the lives of children and families of Lake County by:

- Providing a developmentally appropriate, family-focused Early Childhood Care, Education and School Readiness program that meets the needs of a diverse population.
 - Promoting professional growth for Early Childhood providers in the community.
 - Serving as a community catalyst in creating a seamless, comprehensive Early Childhood Care, Education and School Readiness program where the family and community are a priority.
-

Governing Values

We believe all children, families and staff must be respected for their unique strengths and abilities.

We believe involvement of the family, regardless of its composition, is an important **part of enriching each child's success.**

We believe children have the right to be in a physically, emotionally and mentally safe environment.

We believe children learn best in an accepting, loving, and fun environment.

We believe families are a child's first and most influential teachers.

We believe we can support families in advocating for their child's best interest.

We believe it is the responsibility of all staff to nurture, strengthen, inspire, and expand each child's abilities, interests and independence.

We believe all families must have access to affordable child care.

We believe all children must be given equal opportunities to enter formal education ready to learn.

ABOUT THE EMPLOYEE GUIDELINES -

Welcome to The Center!

We have prepared these Guidelines to provide you with information covering some aspects of your employment, and to answer many of the questions you might have about your job. These Guidelines contain some, but not all, of The Center's employment guidelines, regulations and policies. These Guidelines supersede all prior Center policies and procedures, and all statements or commitments, oral or written, concerning the terms and conditions of your employment. If you are employed by The Center when these Guidelines are issued and you choose to continue your employment, you are indicating to The Center your agreement to be bound by the terms and conditions of these Guidelines.

The Center reserves the right to change, replace, withdraw or deviate from any or all of the following guidelines without prior notice. Changes to these Guidelines may be made by memorandum, replacement page or by the issuance of a new edition of these Guidelines.

No set of employee guidelines can anticipate every circumstance or question. If you have questions after reading this handbook, please talk with your immediate supervisor.

Most Recent Employee Handbook / Personnel Plan Approval Dates:

Policy Council Approval: 10/14/19

School Board Approval:

Version Date:

August 2019

NOTICE TO EMPLOYEES!

THESE GUIDELINES ARE NOT A CONTRACT AND IMPOSE NO LEGALLY ENFORCEABLE OBLIGATION ON THE CENTER OR THE LAKE COUNTY SCHOOL DISTRICT. EXCEPT FOR THOSE EMPLOYEES WHO HAVE WRITTEN EMPLOYMENT CONTRACTS WITH THE SCHOOL DISTRICT, ALL CENTER EMPLOYEES ARE EMPLOYED AT-WILL. SUCH EMPLOYEES, OR THE CENTER, MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE, WARNING, PROCEDURE, HEARING OR FORMALITY, FOR ANY REASON OR NO REASON, WITH THE CENTER'S ONLY OBLIGATION BEING THE PAYMENT OF WAGES EARNED AND BENEFITS VESTED, IF ANY, THROUGH THE LAST DAY WORKED.

NOTHING IN THESE GUIDELINES IS INTENDED TO CREATE A CONTRACT, EXPRESS OR IMPLIED, BETWEEN YOU AND THE CENTER. NO EMPLOYEE OF THE CENTER OR THE LAKE COUNTY SCHOOL DISTRICT HAS THE AUTHORITY TO ORALLY CREATE SUCH A CONTRACT. SIMILARLY, NO EMPLOYEE OF THE CENTER OR THE LAKE COUNTY SCHOOL DISTRICT HAS THE AUTHORITY TO NEGATE OR WAIVE ANY OF THE PROVISIONS OF THESE GUIDELINES. THE NATURE, TERMS OR CONDITIONS OF EMPLOYMENT OF CENTER EMPLOYEES CANNOT BE CHANGED BY ANY ORAL REPRESENTATION, CUSTOM, HABIT OR PRACTICE, OR ANY OTHER WRITING OTHER THAN A FORMAL WRITTEN AMENDMENT TO THESE GUIDELINES OR A WRITTEN EMPLOYMENT CONTRACT.

IN THE EVENT OF CONFLICT BETWEEN THIS DISCLAIMER AND ANY OTHER STATEMENT, ORAL OR WRITTEN, PRESENT OR FUTURE, CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT AT THE CENTER, THE AT-WILL RELATIONSHIP CONFIRMED BY THIS DISCLAIMER SHALL CONTROL.

APPLICABILITY OF THESE GUIDELINES

These Guidelines apply to all employees who work at The Center and have received a notice of assignment from the Lake County School District. To the extent they are not inconsistent with a written employment contract, or applicable law, these Guidelines shall also apply to any employee working under a written employment contract with the Lake County School District. However, nothing in these Guidelines shall be deemed to alter the terms and conditions of any written employment contract between the Lake County School District and any employee.

EMPLOYEE ACKNOWLEDGMENTS

Every employee of The Center must read these Employee Guidelines. After reading these Guidelines and having your supervisor or the Director of Early Childhood Programs answer any questions you have about any guideline, you must sign and return for inclusion in your personnel file the Acknowledgment of Receipt on the last page of these Guidelines.

APPLICATIONS, HIRING INTERVIEWS AND EMPLOYEE INFORMATION

The Center relies on the accuracy of information about an applicant contained in employment applications and during hiring interviews, whether the information is provided by applicants, their references or others during the hiring process.

All prospective employees must complete an employment application that includes a signed declaration that lists pending and prior arrests and charges related to child abuse. The Center also relies on information about employees during their employment.

Any misrepresentation, falsification or material omission in any of this information or data may result in exclusion from further consideration for employment or, if the person has been hired, discipline up to and including discharge.

HEALTH REQUIREMENTS & BACKGROUND CHECKS

In accordance with Colorado's childcare licensing requirements, new Center employees shall obtain:

- 1) fingerprinting prior to the first day of employment
- 2) a physical (within 30 days of employment and cannot be dated more than 6 months prior to the start date)
- 3) a TB test prior to the start of employment, when possible, or within 30 days of employment.

The Center will cover the cost for these items not covered by insurance. If a potential employee misses their TB test reading and requires another test to be complete, the employee is responsible for any fees that may occur.

An online quick background check with Colorado Bureau of Investigation must be completed and indicate no issues prior to the start of employment. Fingerprints shall be submitted to the Colorado Bureau of Investigation prior to an **employee's start date, as per Colorado's childcare licensing requirements (7.701.33.D.4)**. The Center will cover the cost of submitting background check forms; however, the employee must cover the cost of having the fingerprints taken.

Potential employees at The Center will not be permitted to start work, including new staff orientation, without a CBI fingerprint letter revealing no issues.

Contract employees who work with children served by The Center will have a background check **that reveals no issues and/or a current teacher's license on file with Lake County School District Human Resources Department**; A Central Registry background check for prior child abuse convictions shall also be completed and submitted prior to the start of employment. Failure to clear the Central Registry check will result in immediate loss of employment eligibility.

A potential employee is not considered permanent and will not have any unsupervised access to children until both the results of the CBI, FBI and Central Registry background checks have been provided and are free of any issues.

Complete background checks will be completed for all employees at The Center every 5 years. The above details regarding costs will apply for background check renewals. The Child Care

Director will track background check information and will notify an employee three months prior to the date of the original background check. Employees have two weeks upon notification to get their fingerprints renewed and complete necessary paperwork for submission.

Any current employee arrested is required to notify The Center immediately. The Superintendent will be notified if an employee has an arrest record. The Superintendent will speak with the employee and make the final determination.

EQUAL EMPLOYMENT OPPORTUNITY –

The Center is an equal opportunity employer that complies with applicable laws. Except where there is a business necessity or bona fide occupational qualification, the Center will make employment decisions without regard to race, color, national origin, religion, disability, age, gender, veteran or marital status, or any other basis prohibited by law.

The Center strives to maintain a nondiscriminatory environment free from prejudice, intimidation or harassment based on any of these grounds. To provide equal employment and advancement opportunities to every applicant and employee, The Center bases employment decisions on merit, qualifications, experience and abilities.

The Center will reasonably accommodate qualified applicants and employees who have known disabilities in every aspect of employment.

Anyone who has questions or concerns about any type of discrimination at The Center should promptly bring these issues to the attention of his or her supervisor, the Director of Early Childhood Programs, or any other member of The Center's management team. Any employee who engages in any type of unlawful discrimination will be subject to discipline, up to and including immediate discharge.

COMPLIANCE WITH IMMIGRATION

Under applicable laws, The Center employs only United States citizens and aliens who are authorized to work in the United States, and The Center does not discriminate on the basis of citizenship or national origin. Each new employee must complete a Form I-9 and present specified documentation to establish his or her identity and employment eligibility. Former employees who are rehired must also complete a Form I-9 if they have not completed one for The Center within the past three years, or if their previous Form I-9 is no longer retained or valid. Applicants and employees may ask questions or raise concerns about citizenship requirements without fear of reprisal.

EMPLOYMENT OF MINORS -

As a general rule, The Center's employees must be 18 years of age or older. To work at The Center, minors must have valid work permits, certificates of high school proficiency or be high school graduates. Minors may work up to 8 hours per day and 40 hours per week when school is not in session. When school is in session, they may work up to 4 hours per day, unless they have received written permission from school authorities to work up to 8 hours in addition to school time on any day immediately before a non-school day.

The Center may establish working internships with Lake County School District High School students under the age of 18. Interns will never be in a position of supervision or account for child ratio during their service. This is done with advance permission from the Director of Early Childhood Programs and classroom assignments for interns will be determined by the Assistant Director of Education.

NEPOTISM

Favoritism and nepotism are not practiced at The Center. Persons desiring to be employed, to register their children, or to apply for tuition assistance must follow the established procedures.

GIFTS

No school employee may accept a gift from any vendor, student, and class or school activity group with a monetary value that is considered by the School Board to be excessive.

POLITICAL ACTIVITIES

Persons shall not be employed as a reward for the support of or defeat of or be dismissed as a penalty for refusing to support any political party or candidate for political office, nor shall any person, AS AN EMPLOYEE, engage in partisan political activity. The Hatch Act and any and all amendments restrict such activity.

CLASSIFICATION OF EMPLOYEES

A full-time employee is an employee who is scheduled to work more than 30 hours per workweek.

A part-time employee is an employee who regularly works less than 30 hours per workweek.

A temporary employee is one whose job requires him or her to work for The Center for a fixed period of time, or for a specific project or assignment, regardless of the number of hours per week the employee works.

REFERENCES

From time to time, an employee, former employee or a potential employer for an employee or former employee requests a reference from The Center. Director of Early Childhood Programs will usually provide references by confirming dates of employment and the job performed by such employee.

STAFF RECRUITMENT AND SELECTION

Vacancies will be posted in-district for 3 days via district email. The vacancy notice shall include a copy of the job description and instructions for applying. If a vacancy is not filled through in-district transfers, openings for employment will be advertised in the local newspaper, the school district website, Center newsletter and other appropriate means.

Applications shall be handled in the front office during normal business hours. A copy of the position and job description shall be made available upon request.

Team members will review applications and begin the interview process. Employment consideration shall be given to Head Start parents, past and present, who meet the experience, qualifications and skill requirements of the position. Three letters of recommendation for each applicant should be attached to the application.

A committee consisting of Leadership Team members, a staff member and a Head Start parent (when interviewing for Head Start openings, as defined by positions whose salary is paid in any percentage with Head Start funds) may participate in the interview and selection process. Any posted Head Start position (those employees whose salary is paid in any percentage with Head Start funds) shall receive final approval of the Policy Council.

Job applications will be kept in an active file for 30 days from the date of application after which time they shall be placed in an inactive file. The Leadership Team in accordance with state/federal record keeping requirements shall discard inactive applications.

STANDARDS OF EMPLOYEE CONDUCT AND PERFORMANCE

POLICY: In addition to the District Code of Conduct, The Center has developed employee standards of conduct relating to appropriate, ethical and professional behavior, and expects employees to comply with them.

RULES OF CONDUCT:

1. Staff is expected to respect and promote the unique identity of each child and family and refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion or disability. This includes, but is not limited to the following ideals:
 - To recognize and respect the unique qualities, abilities and potential of each child
 - **To ensure that each child's** culture, language, ethnicity, and family structure are recognized and valued in the program
 - To encourage male involvement in the classroom and other parts of the program.
 - To welcome opportunities for inter-generational activities through use of grandparent volunteers and community elders.
 - To provide both boys and girls with equal opportunities to participate in all activities.
 - To support the right of each child to play and learn in an inclusive environment that meets the needs of children with and without disabilities
 - To provide all children with experiences in a language that they know, as well as support children in maintaining the use of their home language and in learning English
 - To provide books, toys, music, activities and decorations which reflect the diversity of all children.
 - To work with families to provide a safe and smooth transition as children and families move from one program to the next

2. Staff is expected to use positive strategies **to support children's well-being** and prevent and address challenging behavior. These include, but are not limited to the following:
 - Clear, reasonable, consistent and age-appropriate rules and expectations for children should be used in the classroom.
 - **Getting on a child's level when addressing or providing support.**
 - Children should be helped to solve problems instead of having solutions imposed upon them by staff.
 - Staff should reduce the potential need for discipline by anticipating and eliminating sources of trouble whenever possible.
 - Staff should use words and a tone of voice, which will help a child feel confident and reassured. The most effective speech is soft, simple, direct and slow.
 - Staff should strive to respect and acknowledge children's feelings.
 - Never harm children.

Staff will not engage in corporal punishment, emotional or physical abuse or humiliation. In addition, it is expected that staff will not employ methods of discipline that involve isolation, the use of food or physical activity, such as outside time, as punishment or reward or the denial of basic needs.

3. Staff is expected to follow program confidentiality policies concerning information about children, families and staff members.
4. No child should be left alone or unsupervised while under the care of staff.
5. Staff has a responsibility to co-workers to establish and maintain settings and relationships that support productive work and meet professional needs. This includes, but is not limited to, the following ideals:
 - To maintain a positive, cooperative and supportive relationship with co-workers, parents and members of the community
 - To maintain relationships of respect, trust, confidentiality, collaboration and cooperation with co-workers
 - To recognize the contributions of co-workers to our program and not participate in practices that diminish their reputations
 - To be open to new ideas and be willing to learn from the suggestions of others
 - To continue to grow, learn and contribute as a professional
6. As a condition of employment with The Center, employees are expected to sign an employee handbook acknowledgment form and agree to comply with The Center policies and procedures, specifically including these standards of conduct.
7. Should it be determined that an employee has not complied with a standard of conduct or has violated professional ethics described in this policy or the Lake County School District handbook, the employee may be subject to corrective action, or immediate dismissal from employment at the discretion of The Center.

DRUG FREE WORKPLACE

The Center has responsibilities and obligations to its employees, students, parents and the public at large to ensure safety in our workplace. Consequently, the following are strictly prohibited: reporting to work under the influence of intoxicating liquor or illegal drugs; or an employee's use, possession, purchase or transfer on The Center's premises or property (including storage in a desk, locker, car, etc.) or during work time of an intoxicating liquor, controlled or illegal substance, a drug not medically authorized, or any other substance which impairs job performance or poses a hazard to the safety and welfare of the employee, student, parent or the public; or the sale of any such item on The Center's premises or during work time.

"Controlled substance" or "illegal drugs" can include prescription drugs. Employees may use prescription drugs so long as that use is consistent with a prescription and approved under working conditions by the employee's doctor. Employees must report promptly to their supervisors their use of any prescription or non-prescription medication that may impair their judgment, alertness, performance or behavior.

The Center may also require employees to consent to personal or facility searches when it has reason to suspect the presence of drugs or alcohol.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace is prohibited. This policy applies to all Center employees, The Center building and all Center vehicles.

Observance of these guidelines is a condition of employment with The Center. A violation shall subject you to appropriate disciplinary action up to and including immediate discharge.

Alternatively, you may be allowed to participate in an approved drug abuse assistance program in appropriate circumstances.

Pursuant to law, if you are convicted or plead nolo contendere ("no contest") under any criminal drug statute for a violation occurring in the workplace you shall notify your supervisor not later than five days after the conviction. The Center has an obligation to notify the appropriate federal agency within ten days after receiving notice of such conviction if there is a relationship between any federal funds received by The Center and your work site.

SMOKING

In keeping with The Center's intent to provide a safe and healthful work and educational environment for students, teachers and the general public, smoking is prohibited throughout the workplace. This policy applies to all employees and visitors. For the purpose of these Guidelines, the "workplace" means The Center building, property and vehicles, but does not include the employee's private vehicle.

CONFIDENTIAL INFORMATION

Both while they are employed with The Center and afterwards, employees must preserve the secrecy of confidential information, including, but not limited to, children, families and personnel records.

SAFETY

The Center intends to provide a safe and healthy environment for you to work in. Report all accidents in writing, no matter how minor, to your supervisor immediately. We want to determine the cause and ensure that they will not recur.

The biggest single factor in insuring your safety on the job is YOU. If you are careless, all the safety precautions possible cannot prevent an accident. It is YOUR responsibility, to yourself, your co-workers and the students, to practice safe work habits. Report any unsafe practices and conditions to your supervisor so corrective action can be taken.

Remember safety rules are only as effective as you make them. Safety is a cooperative endeavor and must be kept constantly in mind by all of us. Exercise common sense and good judgment in all you do on the job. You will be going a long way toward making our workplace a safer place for yourself, your fellow employees and the students. Then, we can all enjoy an excellent safety record.

EMPLOYEES ARE SOLELY RESPONSIBLE FOR KNOWING, UNDERSTANDING AND ADHERING TO ALL APPLICABLE SAFETY REGULATIONS!

WORKERS' COMPENSATION INSURANCE –

All accidents, however minor, must be reported immediately to your supervisor. The Center provides insurance which may provide medical care, weekly compensation and other cash benefits based on the nature and duration of the disability. Detailed information is given to you if you are injured on the job, or suffer an occupational illness.

Workers' Compensation

An employee is eligible for workers' compensation leave from the district during the period of time the employee is temporarily disabled as the result of any injury arising out of and in the course of employment which qualifies for an indemnity payment from the workers' compensation division of the Colorado Department of Labor and Employment.

Workers' compensation leave shall be available only to those persons who sustain a temporary total disability and are unable to perform services for the district while disabled.

The sole source of compensation for an employee on workers' compensation leave shall be the indemnity payment from the workers' compensation division of the Colorado Department of Labor and Employment or insurance carrier as determined by state law. The employee shall not be permitted to use accrued school district sick leave or vacation time to supplement indemnity payments during the employee's workers' compensation leave.

While on workers' compensation leave under a temporary total disability, employees shall continue to have school district health, life and disability insurance coverage, to the same extent the employee had such coverage prior to taking workers' compensation leave, for a period of time not to exceed 60 days. At such time, the employee shall be given the option of directly assuming payment of the district's costs for

such benefits or discontinuing the coverage until returning to work and again being eligible for benefits, unless the district is otherwise required to continue such coverage under applicable law. The administration is directed to establish necessary procedures to implement this policy.

PROBLEMS & REQUESTS

If a problem arises that merits complaint or correction, employees should first attempt to resolve it quickly through a direct and open conversation with the relevant party or parties. Whenever possible, such conversations should take place out of the presence of children. After attempting to address the problem directly, if it is not resolved, employees should report the matter to their supervisor. Most problems can be corrected promptly if they are discussed frankly with the employee's supervisor. If the matter is not resolved after discussion with the employee's supervisor, employees may submit problems to Director of Early Childhood Programs.

DISCIPLINE AND DISCHARGE

We hope it will not be necessary to discipline or discharge employees. There may be times, however, when it becomes necessary to formally correct the performance of individuals and, in some cases, to discharge an employee from his or her employment at The Center. Except as provided in these Guidelines with respect to Head Start employees, the Center has the right to discipline you or to discharge you from your employment at any time.

The Center expects all employees to perform their jobs to the highest professional and business standards at all times and will not tolerate inappropriate or insubordinate conduct. The Center therefore reserves the right, in all instances (except for Head Start employees as described below), to impose discipline, up to and including discharge, with or without prior warning, procedure or formality. While common sense is the best guide for determining whether conduct is inappropriate, if you have any questions concerning the permissibility of any action, you are responsible for contacting your supervisor, in advance, for clarification. Whether an employee's performance, conduct or behavior warrants disciplinary action is within the judgment and discretion of The Center, as is the appropriate type of discipline in a particular instance.

The Center does not intend by these Guidelines to create any expectation that any employee will be assured of any particular form of disciplinary action or procedure, such as warnings or notice, or progressive discipline, prior to discharge. Rather, discipline in all cases (except for Head Start employees as described below) shall be imposed at The Center's discretion, in consideration of factors The Center deems relevant.

Any disciplinary action taken by The Center in an individual case should not be assumed to establish a precedent in other circumstances.

Employees of the Head Start program (salary paid in any percentage with Head Start funds) are subject to disciplinary actions by The Center, with discharge being approved by the Head Start Policy Council.

VOLUNTARY TERMINATION

If you decide to leave The Center, we encourage you to give your supervisor two weeks' notice. After you give notice, your supervisor can arrange for payment of your final paycheck. On or before your last day of work, all Center property in your possession, such as keys, laptop computer, I-pad, and books, or curriculum materials, must be returned to your supervisor. The Center reserves the right, in its sole discretion, to accept an employee's resignation effective immediately.

LAYOFFS

The Center may reduce the work force and lay you off. Layoff may result from the elimination of your position due to a significant change in duties, shortage or stoppage of work, reduction in force, reduction in funds available to pay you, or for other cause as determined by The Center.

If, in its sole discretion, The Center decides to layoff an employee, advance notice will be given whenever possible. In the event of a layoff, The Center will retain those employees who, in its sole discretion, are the best qualified to perform the duties and tasks of remaining positions. The Center will be the sole judge of the qualifications and competency of all employees.

UNEMPLOYMENT INSURANCE

The Center carries unemployment insurance. Employees who lose their jobs may be eligible for unemployment insurance. A notice about unemployment insurance is posted in the break room. Director of Early Childhood Programs has more information about unemployment insurance.

PERSONNEL RECORDS –

The Center maintains personnel records containing information on each employee to meet state and federal legal requirements and to help assure efficient personnel administration. Employees must promptly report any changes of address, primary telephone number and/or family status (births, marriage, death, divorce, legal separation, etc.) to the Child Care Director. One of the reasons to report all such changes immediately is that an employee's income tax status and group insurance (if applicable) may be affected by these changes.

Personnel files belong to The Center and may not be removed. Confidentiality of personnel files is maintained as required by law. Request for information from personnel files received from within The Center and inquiries from outside The Center will be directed to the Child Care or Human Resources Director and must be in writing. To view personal files, staff must set up a meeting with Child Care Director. Nothing can be added or removed from personal files.

EMPLOYEE CHILDREN ATTENDING THE CENTER

Preschool children of employees attending The Center must be enrolled, be treated the same and follow the same rules as any child. Employee children on the premises must be signed in when brought to the child's appropriate classroom. Employees prepay at a discounted rate. Please check with the Child Care Director for a copy of these rates.

Employee children who are not enrolled and signed in to one of **The Center's child care programs, are not permitted to be at school during the employee's working hours unless the employee has sought specific permission ahead of time from the Director of Early Childhood Programs.** Older children of employees may occasionally be allowed to be at The Center as volunteers; however, permission must likewise be sought ahead of time from the Director of Early Childhood Programs. Employees, who have obtained permission from the Director of Early Childhood Programs, must supervise their children at all times.

STAFF DRESS CODE

In dress, conduct and interpersonal relationships, staff members should recognize that they are representatives of the school district and are continuously being observed by children, parents and community. Employees are expected to be neat, clean and wear appropriate clothing for their position and should, at all times, present themselves professionally. This means clothing and appearance should be in good taste, conservative, professional looking, and suitable for the job at hand.

- Faded or frayed jeans, sweat pants, warm-ups and sweatshirts may not be worn.
- Tank tops must be at least two inches in width and modest in cut, low cut or work out tank tops are not within dress code.
- Clothing with large logos is not considered professional attire and should not be worn on contact days with children, the only exception is Lake County Panther logos.
- In addition, attire prohibited through student dress code also applies to staff dress.

It is required that all staff wear IDs. The program also provides aprons for those staff who wish to wear them. **Employees shall exercise care in their personal appearance so that the educational profession is not demeaned by either personal grooming or inappropriate dress.**

CENTER EQUIPMENT AND PROPERTY

Each employee is expected to use The Center's equipment for its intended business purpose only and not to damage or abuse it. Unless permitted by a separate policy (e.g., use of copy or fax machine), employees may not use any company equipment for personal reasons without the express prior permission of their immediate supervisor.

Employees must notify their supervisor of equipment failures or malfunctions immediately. Each employee is responsible for keeping the equipment the employee uses clean and safe.

Management of The Center may at any time inspect any area within the Center, without prior notice, and any information created, generated or stored in The Center's workplace or using The Center's equipment. For example, and without limitation, management may inspect desks, files, cabinets and other storage areas, computers, disks, tapes and other means of storing information and data. No personal locks may be used to prevent management from inspecting desks, files, cabinets and other storage areas at The Center.

MESSAGES, CELL PHONES, COMPUTERS, IPODS and IPADS

Staff at The Center will be set up in the voice mail system to receive calls from in and out of the district. **All personal calls will be directed to the employee's voice mail.** Messages should be checked daily.

Cell phones may be kept in easy access to staff out of the reach of children specifically for cases of building emergency. **However, ALL cell phone use, including phone calls, text messaging or other cell phone functions, are to be limited to scheduled breaks when not in the classroom, or in the presence of children. Use of social media should not occur during employee scheduled work hours.** Use of a cell phone, including sending or receiving text messages, or social media use, while in the presence of children may result in discipline and/or discharge. If an employee requires use of his/her cell phone due to a personal family emergency, he/she should request permission ahead of time from his/her direct supervisor.

All employees must sign the Lake County School District "Staff Use of the Internet and Electronic Communications" policy each year; employees with laptops and i-pads must also sign the "Laptop Acceptable Use Policy." Classroom and laptop computers are to be used by staff for work-related functions only, and only when children are not present. Use of I-pads in the presence of children should be limited to GOLD documentation. **Staff I-pads should not be in use for sending or responding to emails while in the presence of children.** In addition, except in rare cases or emergencies, staff should use only Lake County School District computers and phones to communicate with each other and with parents about Center-related issues. Communication via Facebook, text message, personal cell phone or personal email about any confidential Center-related topics, or about staff members, children or families, is strictly prohibited. Personal cell phone devices should not be used to take photographs of children, please utilize your provided I-pads.

PAYDAY

The Center employees are paid on the 25th of each month. If the regular payday occurs on a weekend or holiday break employees are paid on the last working day prior to the regular payday. On each payday, employees receive a statement showing gross pay, deductions and net pay.

PAYROLL DEDUCTIONS

Federal, state and local laws require deductions from employees' pay for taxes, F.I.C.A., Medicaid/Medicare, and any court-ordered deductions such as garnishments. In addition, eligible employees can authorize deductions for group insurance coverage and other available benefits. Employees should review the gross pay and all deductions for each paycheck carefully and see their supervisors or management if they have any questions.

EXPENSE REIMBURSEMENT and TRAVEL

The Center provides reimbursement for authorized expenses incurred by employees on behalf of The Center. **You must request approval from Director of Early Childhood Programs**

before making a purchase if you expect to be reimbursed. You are reimbursed for mileage incurred if you use your personal car on Center business and provide appropriate records. The reimbursement rate is set by the Lake County Board of Education, and is currently \$.50 per mile.

Head Start staff must use their personal vehicles when traveling to home visits. The Center will use district vehicles as much as possible for all out of town travel. Professional leave will be paid to employees based on their average number of hours worked each day. Professional leave forms must be completed and approved ahead of time by Director of Early Childhood Programs.

SCHEDULED HOURS, OVERTIME,& LEAVING DURING WORK

Teachers employed at The Center are paid over a 12 month period. A "Notice of Assignment" will share your hourly wage and a total calculated salary based on your hourly wage, the number of staff days in the school calendar year, and your scheduled hours. Pay is split over 12 months.

Under normal conditions, if you work more than 40 hours in any work week, you will be paid overtime compensation at the rate of time and a half. Such additional pay will be included in your next paycheck.

Any additional hours must have prior approval from the Child Care Director or Director of Early Childhood Programs. Time cards must be initialed by the approving director prior to pay period deadline. Additional time cards are submitted to the Child Care Director each month.

Any employee who needs to leave The Center during his or her scheduled work time must receive permission from the Child Care Director or, in his/her absence, Director of Early Childhood Programs.

Employees may not forgo lunch in order to shorten their work day without prior approval from the Director of Early Childhood Programs or the Child Care Director. Employees leaving the building must sign out in the front office and back in upon your return.

ATTENDANCE AND PUNCTUALITY

All employees are expected to report on time and to work the full amount of time for every period for which they are scheduled to work. Excessive absenteeism and tardiness may result in disciplinary action up to and including discharge.

A cumulative count of absentee days will be kept by the Child Care Director. All absences are documented monthly. The Leadership Team reviews excessive use of leave by an employee.

All staff should maintain an 85% or higher attendance rate

Excessive use of leave or attendance rate less than 85% will result in the following procedure:

- Administrative conference with supervisor, documented in person's file
- Possible termination or other disciplinary action taken.

Employees who are unable to report to work for any reason must telephone 486-6925 as soon as they know they will be absent and, **at least 2 hours before their shift**. Failure to report for work or to call in before a scheduled work period may result in disciplinary action up to and including immediate discharge. To determine the reasons for an absence for which an employee did not make arrangements in advance, the Child Care Director may take a report which will be given to Director of Early Childhood Programs when the employee calls in or next reports for work.

All employees are expected to work their entire shift.

REPORTING OFF SICK

In the event of absence or tardiness, the employee shall notify the Child Care Director at 486-6925 as soon as possible, but no later than two hours before his/her scheduled start time. If the employee has an opening shift he/she must notify the Child Care Director directly.

In addition, staff must create absence in AESOP Online Leave Request before 7:40 am by following the procedure listed below.

1. Each staff member will be given an individual log-in account or call 1-800-942-3767
2. Log onto aesoponline.com.
3. Go to Absence Tab, Select "Create Absence"
4. Please enter the date, absence reason, time. Please select full day or half day. Please note only the Child Care Director can enter .25 leave request.
5. In "Note to Administrator," please write the reason for your absence
6. Click on Create Absence

All new staff will be sent an email on how to create an account; Staff is responsible for keeping their log in information. **If a staff member can't access their account, they must notify the Child Care Director immediately.**

If you are unable to submit your request by the required time. You need to communicate with the Child Care Director within 2 days so the leave can be entered.

An employee shall submit a physician's statement to the Child Care Director for illnesses exceeding two consecutive workdays or in the event of repeated absences for medical reasons. An employee who is absent from work for three consecutive work days without proper notification or authorization, will be deemed to have vacated the position and shall be dismissed. The physician statement will be added to your leave request by the Child Care Director.

SCHEDULING DOCTOR'S APPOINTMENTS

Emergencies and illness cannot be predicted, but employees are encouraged to schedule regular medical appointments ahead of time so that the appointments do not conflict with regularly scheduled working hours. Employees will be required to use Paid Time Off (PTO) if appointments are made during regularly scheduled working hours.

PAID TIME OFF (PTO)

- A. Each employee shall earn twelve days of Paid Time Off (PTO) each fiscal year. Such leave shall be accrued by the employee on the first day of the fiscal year. Part time staff will receive PTO at a rate proportional to their FTE percentage.

- B. **PTO is provided for the employee's use under the following conditions:**
 - SICK LEAVE:
 - 1. For an appointment with a doctor, dentist or other health care specialist.
 - 2. **For the illness of the employee or the employee's immediate family.**

 - PERSONAL LEAVE:
 - 1. For any other purpose.
- C. If an employee exhausts all Current and Accrued PTO leave, any excess PTO days **taken by the employee may be deducted from the employee's pay as Leave Without Pay at the employee's daily rate.**

- D. PTO shall be requested at least 3 working days prior to absence.

- E. PTO may not be taken to extend Thanksgiving, winter or spring break, or during the first three weeks, or the last two weeks, of the employee contract year unless being used for sick leave or emergency. Under special or hardship situations, exceptions must be approved by the Superintendent or his/her designee.

- F. The maximum number of days of PTO that may be used for personal leave consecutively is **two** contract days. Under special or hardship situations, exceptions must be approved by the Superintendent or his/her designee.

ACCRUED PTO

- A. Unused PTO days shall accrue **from year to year during an employee's employment** up to a maximum of 90 days of Accrued PTO. All current sick and personal leave **accrued before July 1, 2019 shall roll over and be included in the employee's** Accrued PTO balance. Accrued PTO is subject to the following regulations:
 - 1) **Unused PTO days that would take an employee's Accrued PTO balance over 90 days shall be "cashed in" at the end of each fiscal year (June 30)** and paid to the employee at the base substitute rate, rather than rolled over into the Accrued PTO balance.

 - 2) No employee shall receive pay for Accrued PTO at the time of termination of employment, except for retiring employees (defined as employees retiring through PERA or having 20 years or more of service in LCSD),

who shall be paid half of the base substitute daily rate per unused Accrued PTO day.

B. Accrued PTO may only be used for the purposes of sick leave, as defined above.

C. Current PTO must be used before Accrued PTO may be used in a given year.

ANNUAL PTO BUY-BACK

A. If a employee has 9 or more days of remaining Current PTO at the end of the fiscal year (June 30), s/he may receive payout for the remaining days at the base substitute employee rate according to the schedule below:

- 1) An employee who has 12 remaining Current PTO days may opt to receive payout for up to four (4) PTO days at the base substitute rate.
- 2) An employee who has 11 remaining Current PTO days may opt to receive payout for up to three (3) PTO days at the base substitute rate.
- 3) An employee who has 10 remaining Current PTO days may opt to receive payout for up to two (2) PTO days at the base substitute rate.
- 4) An employee who has 9 remaining Current PTO days may opt to receive payout for up to one (1) PTO days at the base substitute rate.
- 5) An employee who has 8 or fewer remaining Current PTO days does not have a payout option.

B. Days that are eligible for and opted for payout will be paid on the June paycheck of the contract year, and will be paid at the daily substitute rate. Any additional days missed, other than those allowed herein or in other leave policies, will result in a reduction of pay on a per diem basis.

C. An employee who does not opt to have eligible PTO days paid out will have those days roll over into Accrued PTO as defined above.

LEAVE REQUEST POLICY

All leave requests must be entered into the system by all employees. Leaves may be entered in $\frac{1}{4}$ of a day; $\frac{1}{2}$, $\frac{3}{4}$ of a day or 1 whole day, including short leaves, (for example of 20 minutes, must be entered into the system as a minimum of $\frac{1}{4}$ of a day). Notes should be entered into the system to explain reason

Child Care Director will speak to employees if the request was denied.

Submission of a leave request does not guarantee approval. After returning to work following leave that was not pre-approved, the employee must contact the Child Care Director within 2 days upon returning to work to ensure the leave request is entered if this was not done with the on-line system. A doctor's excuse must be submitted following two consecutive days missed.

The Child Care Director will facilitate the process of deleting a leave request, this includes vacating a requested leave.

LEGAL LEAVE

A leave of absence will be granted for Jury Duty. Pay for the teacher will be the difference between the wage paid to the person for jury duty, not including travel and allowance, and the staff person's regular pay. This leave will not count against sick leave days or any leave days as long as it is for jury duty or some legal matter pertaining to school business. A copy of the jury duty notice is required. Employees must return to work as soon as possible following the trial or other judicial proceeding.

BEREAVEMENT LEAVE

Definition of immediate family: Spouse, parents, child, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and grandchild.

A leave of absence may be granted by the Superintendent for death in the immediate family. Absence for death in the immediate family shall be allowed for a maximum of five days

STAFF FEDERALLY-MANDATED FAMILY LEAVE

Please see the Lake County School District R-1 "Employee Procedures and Guidelines" for the current policy on Family Leave.

STAFF TRAINING

On-site training will be offered throughout the school year for all staff. Each staff member is required to complete 15 hours of classroom training per year. **To meet the annual clock hour training requirements, all licensed child care providers are required to have three clock hours of training focused on social emotional development and 12 clock hours of training focused on eight competencies:**

1. Child growth and development and learning or courses that aligns with the competency domains of child growth and development
2. Child observation and assessment
3. Family and community partnership
4. Guidance
5. Health, safety and nutrition
6. Professional development and leadership
7. Program planning and development
8. Teaching practices

Head Start requires that one teacher in each classroom must have a minimum of an Associate's degree in Early Childhood Education or an equivalent field or be covered by a special waiver issued by the Office of Head Start.

Head Start requires that all teacher assistants must have a CDA qualification, be enrolled in an **associate's or bachelor's degree program or be enrolled in a CDA program to be completed within two years.**

The Center encourages staff to continue with their education. Each employee will meet with the Director of Early Childhood Programs to advise and inform staff of educational opportunities and financial support options, determine professional goals and discuss a professional development plan. The Center collaborates with Colorado Mountain College to provide training components, which include Early Childhood Development, First Aid, and CDA training. The Center also provides CPR training for all staff.

PERFORMANCE APPRAISALS

Annual performance appraisals are completed for all full-time staff at The Center. Supervisors **complete the appraisals which are based on the employee's job description. After 3 months of employment, new staff complete a self-appraisal followed by a conference with their supervisor.** Goals and action plans are part of the evaluation process.

The Center Early Childhood Programs
Head Start/CPP
Entry Level Salary Schedule & Wage Increase Policy

2019-2020

LEAD TEACHER or Early Head Start Home Visitor*

STEP	A	B	C	D	E	F	G	H	I
1	n/a	n/a	14.01	15.14	16.74	16.89	18.11	19.47	20.83
2	n/a	n/a	14.13	15.26	16.88	17.01	18.23	19.59	20.95
3	n/a	n/a	14.25	15.38	17.00	17.12	18.36	19.71	21.05

ASSISTANT TEACHER*

STEP	A	B	C	D	E	F	G	H	I
1	13.07	13.18	13.39	14.23	15.85	15.98	17.20	18.55	19.93
2	n/a	13.28	13.49	14.36	15.97	16.09	17.32	18.69	20.06
3	n/a	n/a	13.60	14.48	16.08	16.22	17.45	18.81	20.17

SUPPORT STAFF

STEP	A	B	C	D	E	F	G	H	I
1	12.71	12.81	12.97	13.18	13.62	13.76	14.97	16.34	n/a
2	12.76	12.86	13.02	13.23	13.73	13.87	15.08	16.45	n/a
3	n/a	12.92	13.13	13.28	13.84	13.98	15.19	16.56	n/a

SUBSTITUTE

STEP	A	B	C	D	E	F	G	H	I
SUB 1	12.60	12.60	12.60	12.60	12.60	13.13	13.13	13.13	13.13
SUB 2	12.86	12.86	12.86	12.86	12.86	13.13	13.13	13.13	13.13

*Bilingual Teachers will receive a \$.10 per hour increase above these amounts

- A High School Diploma or equivalent
- B Early Childhood Teacher per Colorado Licensing Child Care Rules and Regs
- C AA – Unrelated field
- D CDA or Crosswalk
- E AA – Early Childhood Education or Related Field
- F BA – Unrelated Field
- G BA – Early Childhood Education or Related Field

H	BA+15 – Early Childhood Education
I	MA – Early Childhood Education or Related Field
STEP 1:	0-3 years of experience
STEP 2:	4-9 years of experience
STEP 3:	10+ years of experience
SUB 1	See Steps above
SUB 2	Step + 10 years of experience

NOTE: This schedule is strictly for placing an individual at the time of hire on a certain experience level. Thereafter, the employee shall receive a COLA raise as directed by the Lake County School District Board of Education on an annual basis.

WAGE INCREASE POLICY

Employees who successfully complete educational advancement will receive a wage increase as per the following schedule, effective immediately upon presenting a transcript demonstrating completion:

Completion of Assistant Early Childhood Teacher	\$.25 per hour increase
Completion of Early Childhood Teacher	\$.50 per hour increase
Completion of CDA or equivalent qualification	Increase to Step 1 wage on scale D or a \$.50 per hour increase, whichever is more
Completion of AA in ECE or Related	Increase to Step 1 wage on scale E or a \$1.50 per hour increase, whichever is more
Completion of BA in ECE or Related	Increase to Step 1 wage on scale F or G or a \$1.50 per hour increase, whichever is more.
Completion of BA+15 Credits	Increase to Step 1 wage on scale H or a \$1.00 per hour increase, whichever is more
Completion of MA	Increase to Step 1 wage on scale I or a \$1.50 per hour increase, whichever is more

Substitute Director pay will be \$2.50/hr or \$15.00/day.

Building Safety

FIRST AID KIT

- A First Aid kit is located in main office, kept inaccessible to children, and will be resupplied following use to maintain the supply of items.
- A First Aid Pack containing the following First Aid supplies is provided in each classroom and staff will take the pack whenever leaving the room or facility with children. If the teacher uses first aid items from the pack they should replace the items. The teacher can obtain the items from the Health Manager.
- Staff will check the contents of the First Aid kits and replace missing item or items that have expired monthly.
- First Aid packs will be kept out of reach of children.

The First Aid Pack will contain the needed items only. A list will be kept in the front of each first aid pack and checked twice per year by the Health Manager.

RED EMERGENCY BACKPACK

Emergency backpacks are kept in each classroom, including the special education rooms, Family Resource Office, Main Office, Room 9, in the gym, and out in the shed on the preschool playground. Emergency backpacks must be kept out of the reach of children. Staff will take the backpack whenever leaving the room, facility or have in their possession during a lockdown. If items are used from the backpack they should be replaced. Items are located in Health Manager's office. Staff will do inventory in the pack weekly to ensure are items are present.

The red emergency backpack will contain the needed items only. A list will be kept in the front of each red emergency backpack and checked twice per year by the Health Manager.

Standard Response Protocol Emergency Procedures

FIRE

- Anyone who discovers smoke or fire will pull the fire alarms located in the hallways.
- Staff will exit with their children following the posted evacuation procedures.
- When exiting room, staff will turn off lights and close doors as they leave
- Any staff not with children will use the fire extinguisher where necessary and safe.
- The Child Care Director will report the fire to the childcare licensing agency within 24 hours.

FIRE DRILLS

- Fire drills will be held monthly. The timing of the fire drills will vary to include early morning, mealtimes, and afternoons.
- Evacuation routes will be posted by the door of each classroom. Teachers will take their First Aide fanny pack and red emergency bag with them.

- Teachers will do a "Quick Peek" from their location before exiting into the hallway. This is to assess any unknown threats that may exist in the hallway and ensure it is safe to exit their current location. Teachers will support children with remaining close together in line without gaps during evacuations. Teachers need to follow active supervision procedures and count and communicate to ensure all children in their care are safely evacuated.
- Management staff will follow classrooms out of the building to support safe evacuation of all children.
- A director will give the all clear sign when children and staff can return to the building. A representative of the fire department will observe at least one drill per year.
- Records of each drill, along with noted concerns or challenges, will be maintained and kept in the front office.

EVACUATION

- Staff/child ratios will be maintained and the children will be evacuated to the Senior Center building behind The Center on West 6th Street or any other School District building. The Child Care Director or Director of Early Childhood Programs will notify the appropriate agencies.
- The Child Care Director will carry emergency contact information from the facility to the new site. Teachers will be responsible to carry the Enrollment List and the Sign In/Sign Out sheet to the new site and compare attendance at the new site to make sure no children or staff have been left behind.
- Parents will be notified by telephone where to pick up their child.
- All new staff will receive in-service training on the evacuation plan.

LOCK DOWN PROCEDURE

A lock down will be announced over the intercom system and walkie-talkies. Once a lock down begins, keep the children quiet and still. Keep all children out of view of the outside windows and the door windows. Once a lock down is in place someone will call on the radio to find out which adults and children are in your room and if any of the children from your room are missing. Do not under any circumstances open the door even if someone is knocking on the door. The class will remain in lock down until the police / Director of Early Childhood Programs unlocks the classroom doors from the hallway. **Do not under any circumstance open or unlock the door.** Always stay away from the doors and remain hidden from sight of the windows. If you are in the hallway enter the closest room that you can find. Take any children with you that are in the hallway. Please refer to the Standard Response Protocol for other information about lock downs. Lock Down drills will occur once a year..

POWER OUTAGE

- Caregivers will comfort the children, explain the situation and urge them to remain calm.
- Child Care Director and Director of Early Childhood Programs will discover if the power outage is confined to the facility or inclusive of the neighborhood.
- There is emergency lighting located throughout the building. If necessary teachers will move children quietly to the cafeteria where there is more natural light. If classrooms are dropping in temperature, children and staff may be moved to areas in the building

which may have a more accessible heat source (such as sunlight). The Child Care Director and or Director of Early Childhood Programs will call the local power company and request assistance.

- If weather conditions do not permit the maintenance of safe temperatures within the facility, parents will be notified by telephone to pick up their child.

EMERGENCY PHONE NUMBERS

- Each phone will have posted next to the telephone the numbers of the FIRE/POLICE/SHERIFF/AMBULANCE, Rocky Mountain Poison Control, Poison Control, Rocky Mountain Family Practice, Leadville Medical Center, St. Vincent Hospital, Sheriff, Police, and Fire Department.
- 911 will be used to contact emergency medical help. Emergency contact information for each child and staff member will be kept readily available. If you are dialing 911 from inside a school district building, note that you have to dial 9-911.
- Staff should never leave the classroom without the First Aid Pack, radio, AND clipboard containing both the Sign In/Sign Out Sheet and the Enrollment List.
- When leaving the building for a field trip or an emergency situation (including drills), staff must have the Red Emergency Backpack and Rescue Medication with them as well.

LOST OR MISSING CHILDREN

If it is determined that a child is missing or lost, the teacher will immediately notify the Director or another manager. The administrator will notify the authorities and the parents.

Program Services

ADMISSION POLICY

- The Center will admit children from the ages of birth-5 without regard to race, color, sex, religion without regard to race, color, sex, religion, nationality origin or ancestry. No child will be excluded because of a disability or special needs.
- Prior to admission in offered programs, the parent or guardian will complete an enrollment packet for the child.
- Confidentiality of information about the child and family will be maintained. Enrollment form and all other information concerning the child and family, compiled by The Center will be accessible only to the parent and those staff with a need to know.
- Our home based program provides services to children under the age of three and expectant mothers based on our eligibility guidelines.
- Our preschool program will admit children from the ages of 3-5 for center based services.
- For preschool services, the following guidelines apply.
 - Children aged 2 years and 10 months will be admitted at the beginning of the school year.
 - **The child's immunization record must be brought to the office before the child attends school.**
 - A complete physical form is due **within 30 days of the child's first day of attendance.**

FACILITY CLEANING ROUTINES & MAINTENANCE

The facility will be maintained in a clean and sanitary condition daily, by Lake County School District custodial staff. The Lake County School District will meet or exceed federal, state, and local guidelines for physical plant contents and maintenance.

WEATHER

All age groups play outdoors daily, weather permitting. An exception to our policy may be made for poor air quality or dangerous weather conditions which may include thunderstorms, snowstorms and wind.

Winter: All children will go outside unless the temperature “feels like” 10 degrees or lower and/or the wind is blowing to where vision may be obstructed. Children will be adequately dressed for outdoor winter play and will only be out for a maximum of 15 minutes in temperatures less than 20 degrees real feel.

If the temperature is above 80 degrees, which doesn’t happen often, but it would impact the ability to take the children out as they are not used to these warm temperatures.

Thunderstorms and lightning: If outdoors, all children and staff must go indoors as soon as thunder is audible. **Do not go under trees**, and avoid all outdoor activities. If indoors, children and staff must stay away from open doors, windows, sinks, and plugged in appliances. Do not use any electrical equipment during an electrical storm!

If on a field trip and severe weather occurs, staff will find shelter indoors immediately and stay indoors until the storm passes and call The Center management staff to share location.

WATER/WATER BOTTLES

Drinking water will be accessible to all children, while indoors and outdoors, by drinking fountains. Teachers will schedule in times to drink water within their daily schedule such as with bathroom breaks, after gross motor play, and during other classroom transitions.

Water will be offered during snack and mealtimes in accordance with CACFP guidelines and regulations. Children have the option of bringing a plastic or metal water bottle with a tight fitting lid for personal use in the classroom. Water bottles must be labelled clearly with the **child’s name and taken home regularly for cleaning**. Staff is not responsible for the cleaning, maintenance, or loss of any child’s personal property, including water bottles.

SUNSCREEN

Sunscreen or other approved sun protection will be used daily for outside play. Parents can **bring in a sunscreen of their choice and will be labeled with the child’s first and last name**. Staff will check the expiration dates as necessary. Sunscreen provided from home cannot be shared with another child. The Center will obtain parent or guardians written authorization and

instructions for applying sunscreen. If the sunscreen is provided by The Center, parents will be notified in advance and in writing what kind of sunscreen will be used on their child.

- Teachers will apply sunscreen to any exposed skin before going outside.
- Sunscreen will be reapplied as directed by the product.
- Teachers will wash their hands before applying sunscreen and when using a new brand.
- Teachers will apply a new set of gloves before applying sunscreen to each individual child.
- Children over four years old may rub in sunscreen themselves which teachers have applied to exposed skin under the direct supervision of a staff member.

FIELD TRIPS

Field trips support the classroom curriculum and help children gain a deeper connection to the area they are learning about. Walking or bus transportation will be determined as appropriate based on the nature and timing of the field trip. Walking field trips will be weather permitting. Program wide field trips will be coordinated by the Assistant Director of Education and the Child Care Director. Classrooms seeking individual field trips must receive prior approval from the Assistant Director of Education.

Parents will always be notified through the classroom calendar and reminder notes when their child's class will be leaving school grounds. Parent permission must be obtained for each field trip.

Before leaving the building, teachers must leave a copy of their sign-in sheet with where they are going, leave time, expected return time, and a cell phone number in the Main Office. Teachers must take their clipboard, radio, First Aid fanny pack, Red Emergency Backpack, and any Rescue/Emergency Medications.

GUIDANCE: PHILOSOPHY OF GUIDANCE

- The Center utilizes the Pyramid Plus Approach to supporting social emotional development in children and to help address challenging behaviors. Staff are expected to use the identified foundational elements within this model. All guidance begins with building positive relationships with the child and parents or guardians.
- Teachers and staff will use only positive guidance that is consistent, clear, and developmentally appropriate for children. This will include redirections that set and support clear child-friendly limits in the classroom. Teachers and staff will teach and model classroom expectations. Teachers and staff will also provide positive alternatives to support the redirection of behavior and will recognize and reinforce desired positive behaviors.
- Teachers and staff will support self-regulation strategies including co-regulating with a child as needed. This may include modeling and supporting breathing techniques, providing choices, giving time and space, or having the child take space or time away to self-regulate. Sensory boxes may be used as a calming and self-regulation tool.

- Aggressive physical behavior toward staff or children should receive immediate intervention to encourage and support more acceptable behavior.

For acts of aggression and fighting:

- Separation of the children involved.
- Immediate comfort for the child who was injured.
- Care of any injury suffered by the victim involved in the incident.
- Review of the adequacy of the caregiver supervision and appropriateness of facility activities, and administrative corrective action if there is a recurrence.
- Utilize developmentally appropriate strategies to support teaching the child appropriate social skills, some examples could include the use of visuals, social stories, supporting use of solution tool kit strategies, and teaching calming strategies, such as taking some space.

PROHIBITED PRACTICES OF DISCIPLINE:

- Any form of emotional abuse, including rejection, terrorizing, or isolating a child is not permitted. Abusive, profane, derogatory, or sarcastic language, including yelling, belittling, or humiliating is not permitted.
- Withdrawal, threat or otherwise, of food, rest or bathroom is not allowed.
- Corporal or any kind of physical punishment is not permitted. This includes hitting, spanking, beating, shaking, pinching, or other measures which produce physical pain.

All observations or suspicions of child abuse or neglect will be immediately reported to Social Services no matter where the abuse might have occurred.

Accused staff will be given leave with pay pending investigation of child abuse infractions. Such caregivers may also be removed from the classroom and given a job that does not require interaction with children. Parents of suspected abused children will be notified. Caregivers found guilty of child abuse will be summarily dismissed and relieved of their duties.

APPROPRIATE TOUCH POLICY

The Center has adopted the following policies, guidelines and expectations for staff members having physical contact with children while they are in our care:

Physical touch is an important part of the care and nurturing of young children. Children feel loved, accepted, and supported through the sensations of touch by nurturing adults and friends, and **positive physical contact is essential to a child's emotional/social growth.** Warm, positive adult relationships help children develop a sense of trust and security in the world and directly affect children's self-esteem. However, physical touch should be respectful of children's body cues and only occur with their permission, except in extreme instances where a child's safety is at risk.

Appropriate touch is touching that creates a positive emotional/social growth in the child touched and affects the safety and well-being of the child (i.e. holding the child's hand while crossing the street, holding the child's hand gently but firmly during temper tantrums).

Inappropriate touch is touching that creates an improper/negative emotional effect of the child and/or is touching that violates the law and societal norms. Inappropriate touching may involve coercion or other forms of exploitation of a child solely for the satisfaction of adult needs, **attempts to change child's behavior with adult physical force and/or physical touch that occurs in anger**. Inappropriate touch will not be tolerated at The Center.

ACTIVE SUPERVISION

Active Supervision Policy and Procedures

Head Start Performance Standards and Colorado Rules and Regulations require that children are to be supervised at all time when in our care. Supervision is ongoing even during nap times and creates a safe environment for children to explore and learn.

There are several Active Supervision strategies staff should utilize to keep all children safe while in our care including:

- Set up the environment, inside and outside, so teachers are able to position themselves to see all of the children in the environment.
- Scan new environments, including outside and the gym, for potential safety hazards.
- Actively listen for children who may be playing in corners or behind or under play equipment.
- Observation is used throughout the entire day. Anticipating what can happen next allows teachers to assist children as difficulties arise and to intervene when there are potential dangers or conflicts.
- Periodically circulate through the environment to easily engage & redirect as necessary.
- Use the classroom rules to teach children about safety.
- Periodically scan the environment and count children to make sure you know how many children you have at all times.
- Make sure ratios are maintained at all times.
- Whether transitioning within the environment or from one place to another, **all** teachers should be counting children to make sure everyone is accounted for at all times. Counting should happen before transitioning, during the transition and upon arriving at the next location.
- When transitioning children from one teacher to another, teachers must use direct verbal communication and eye contact to communicate the number of children entering or leaving the room, that they are signed in or out and that the sign-in sheet and the **number of children present match. Teachers in the room should utilize "Face to Name"** for all children in the room in addition to counting and checking numbers to ensure children on the list match the actual children in attendance in the classroom.
- Classroom teachers must document children entering or leaving the classrooms for extended services.

**Trainings on Active Supervision will be conducted yearly in August (comprehensive training) and January (review), upon new staff orientation, including in-house transfers

References:

APPROPRIATE RELEASE PROCEDURES AND AUTHORIZED CAREGIVERS

The Center maintains an updated Enrollment List that includes the names, addresses, and telephone numbers of individuals whom parents have authorized to care for the child, or pick up the child for them. The Enrollment List is updated weekly and provided to each classroom to be kept on the clipboard with the Classroom Sign In/Sign Out sheet.

The program will only release children to these authorized individuals. Adults picking up a child must be 18 and provide identification. Staff must be able to confirm and verify the identity of the person with the pick-up list in order to release a child to an individual.

The following procedures are followed:

- Care-giving adults who bring the child to, or remove the child from, the facility will sign children in and out of the facility. Teachers should insure that caregivers sign children in and out each day.
- Children who arrive to or depart from the program on the bus will be signed in by the **teacher. The teachers will note the time, "Bus", and the teacher's initials.**
- Individuals picking up a child from the nap room or awake classroom will receive an **"Exit Ticket" that reflects that appropriate procedures were followed in regards to the enrollment list and IDs in the child's preschool classroom.**
- Bus monitors will have the a copy of the Enrollment List with them. Sign-in and out procedures will be utilized for all children utilizing the bus. The same Appropriate Release procedures for authorized care-givers will apply.

POLICY FOR HANDLING AN UNAUTHORIZED PERSON

- The office will contact the custodial parent or guardian
- Telephone authorization to release a child will be accepted only in cases where a return call to the parent to verify his/her identity has been made.

SAFETY ISSUES REGARDING RELEASE OF CHILD

The staff will take the following actions when any person picking up a child at The Center is reasonably suspected to be under the influence of drugs or alcohol and is functionally impaired:

- Staff will make every effort to detain the person at The Center (ask the person to sit down, engage the person in conversation, show things, or ask the person to wait). While the person is being detained, another staff person will call 911.

The transportation staff will take the following steps when there is reasonable suspicion that the person receiving the child from the bus is under the influence of drugs or alcohol and are functionally impaired:

- The bus monitor will make sure the child is safely in the home. The bus monitor will call The Center and speak with a manager regarding the situation. The manager will contact Social Services and will give them the necessary information.

The transportation staff will take the following steps when there is reasonable suspicion that the person putting the child on the bus is under the influence of drug and alcohol and is functionally impaired:

- At the completion of the bus run, the transportation staff will inform the director or administrator of the suspicion. The Administrator will inform Social Service and file a report.

ACCIDENT REPORTS

Accident reports must be filled out when a child has an accident or when the child arrives at school with visible marks. Staff members who witness the accident will fill out the report. The accident reports will be reviewed and initialed by a director or manager before the parent/guardian signs the accident report the day of the accident. Parents will receive a copy of the accident report. All accident reports will go to the front office to be signed by the Director of Early Childhood Programs. **A copy of a completed incident report form will be filed in the child's file.** The Health Manager will place an order for correction on any hazards that have been identified.

Instructions for completing an Accident Report:

1. Date of report & Time of report

Personal information

2. **Child's name, age, sex, grade**

Accident Information

3. Date of accident, & Time of accident
4. Nature if injury (your observation of what on the child was hurt—objective description **i.e. "scratch on left leg"**; never include the names of other involved children)
5. Location where accident occurred (classroom, playground, gym, field trip, bathroom, hallway, library)
6. Description of accident (what happened—objective description)
7. Name of person(s) on duty/witness(es) (which staff members were there)

First aid rendered

9. Type if aid administered (cold compress, band aid, TLC, etc.)
10. Person administrating (name of staff member) & Time

Additional information (If more information is needed)

Signature of Teacher (staff signature)

Signature of Manager

Signature of the Director

Signature of Authorized Pick Up Person and Date

Relationship (mom, dad, etc.)

Home Visit and Parent Teacher Conferences

Staff will conduct two home visits during the program year. One will occur in August and one in February. Teachers will conduct home visits within their teaching team, a manager will attend in replace of any staff that is not able to attend. **Staff should never conduct a home visit alone,** with the exception of the Early Head Start Home Visitor. Home visits should be **conducted in the family's home whenever possible, but the school can serve as an alternate location for certain circumstance.**

Staff should inform a supervisor or someone form the school when a home visit is occurring along with the location. Staff will sign out of the building and provide a number that can be reached.

Staff will also conduct two parent teacher conferences during the program year. These will occur in October and April.

Scheduled days and times for home visits and parent teacher conferences will be noted in the **"Notice of Assignment"** and are factored into a staff's overall pay.

REPORTING SUSPECTED CHILD ABUSE AND NEGLECT

The Center employees are required to follow the Lake County School District's Policy on Reporting Suspected Child Abuse. This policy is included on the following pages. As District

policy requires, please ensure that Director of Early Childhood Programs is notified immediately of any report made to social services. In addition, the Head Start Regional Office is made aware of any reports to social services involving a Head Start child or staff member. The Colorado Department of Human Services is made aware within 24 hours of any report of suspected child abuse or neglect at the facility.

Lake County School District Policy on Reporting Suspected Child Abuse
Reporting Child Abuse/Child Protection
(Regulation)

1. **Definition of abuse or neglect**

Child abuse or neglect is defined in law as “an act or omission which seriously threatens the health or welfare of a child.” Specifically, this refers to:

- a. Evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling or death and such condition or death which is not justifiably explained or where the history given concerning such condition or death is at variance with the condition or the circumstances indicate that the condition may not be the product of an accidental occurrence.
- b. Any case in which a child is subject to unlawful sexual behavior as defined in state law.
- c. **Any case in which a child is in need of services because the child’s parents, legal guardians or custodians fail to take the same actions to provide adequate food, clothing, shelter, medical care or supervision that a prudent parent would take.**
- d. Any case in which a child is subjected to emotional abuse which means an identifiable **and substantial impairment of the child’s intellectual or psychological functioning or development or a substantial risk or impairment of the child’s intellectual or psychological functioning or development.**
- e. Any act or omission described as neglect in state law as follows:
 - i) A parent, guardian or legal custodian has abandoned the child or has subjected him or her to mistreatment or abuse or allowed another to mistreat or abuse the child without taking lawful means to stop such mistreatment or abuse and prevent it from recurring.
 - ii) The child lacks proper parental care through the actions or omissions of the parent, guardian or legal custodian.
 - iii) **The child’s environment is injurious to his or her welfare.**

- iv) A parent, guardian or legal custodian fails or refuses to provide the child with proper or necessary subsistence, education, medical care or any other care necessary for his or her health, guidance or well-being.
- v) The child is homeless, without proper care or not domiciled with his or her parent, guardian or legal custodian through no fault of such parent, guardian or legal custodian.
- vi) The child has run away from home or is otherwise beyond the control of his or her parent, guardian or legal custodian.
- vii) A parent, guardian or legal custodian has subjected another child or children to an identifiable pattern of habitual abuse and the parent, guardian or legal custodian has been the respondent in another proceeding in which a court has adjudicated another child to be neglected or dependent based upon allegations of sexual or **physical abuse or has determined that such parent's, guardian's or legal custodian's abuse or neglect caused the death of another child**; and the pattern of habitual abuse and the type of abuse pose a current threat to the child.

2. **Reporting requirements**

Any school employee who has reasonable cause to know or suspect that any child is subjected to abuse or to conditions that might result in abuse or neglect must immediately upon receiving such information report such fact to the appropriate county department of social services, local law enforcement agency or through the statewide child abuse reporting hotline system. The employee must follow any oral report with a written report sent to the appropriate agency.

In cases where the suspected or known perpetrator is a school employee, the report should be made to the law enforcement agency. (Reports made to social services will be referred to law enforcement.)

If a child is in immediate danger, the employee should call 911. "Immediate" refers to abuse that occurs in the employee's presence or has just occurred.

The employee reporting suspected abuse/neglect to social services or law enforcement officials must inform the school principal as soon as possible orally or with a written memo. The ultimate responsibility for seeing that the oral and written reports are made to social services or law enforcement agencies lies with the school official or employee who had the original concern.

NOTE: The Colorado Child Abuse and Neglect Hotline is 1-844-CO-4-kids or 1-844-264-5437. The main purpose of the hotline is to quickly route callers to the appropriate county. To ensure proper routine through the hotline, each county must have a dedicated line for child abuse and neglect reporting. Calls made directly to a county's dedicated line will also be routed through the hotline for data collection purposes

3. **Contents of the report**

The following information should be included to the extent possible in the initial report:

- a. Name, age, address, sex and race of the child.
- b. Name and address of the child's parents, guardians and/or persons with whom the student lives.
- c. Name and address of the person, if known, believed responsible for the suspected abuse or neglect.
- d. The nature and extent of the child's injury or condition as well as any evidence of **previous instances of known or suspected abuse or neglect of the child or the child's siblings**—all with dates as appropriate.
- e. The family composition, if known.
- f. Any action taken by the person making the report.
- g. Any other information that might be helpful in establishing the cause of the injuries or the condition observed.

It is helpful if the person reporting suspected abuse/neglect is prepared to give documentation. Thus, noting details of observations is important. It is permissible for the school official or employee to conduct a preliminary non-investigative inquiry of any injury or injuries under the following circumstances:

- a. School personnel may inquire of the child how an injury occurred. Leading and/or suggestive questions should be **avoided**. **School personnel may not contact the child's family or any other person suspected of causing the injury or abuse to determine the cause of the suspected abuse or neglect.**
- b. **A school employee's reasonable cause to suspect that the child has been subjected to abuse or neglect may arise from a child's vague or inconsistent response to such an inquiry or from an explanation which does not fit the injury.**
- c. All efforts must be made to avoid duplicate or numerous interviews of the victim.

4. **After filing reports**

After the report is made to the agency, district and school staff members will cooperate with social services and law enforcement in the investigation of alleged abuse or neglect. The school will report any further incidents of abuse to the agency's representative.

As the case is being investigated, the school will provide supportive aid and counseling services for the child.

Once a report of child abuse is given to the agency, the responsibility for investigation and follow-up lies with the agency. It is not the responsibility of the school staff to investigate the case. Therefore, the school staff will not engage in the following activities:

- a. Make home visits for investigative purposes.
- b. Take the child for medical treatment. (This does not preclude taking action in an emergency situation.)
- c. Convey messages between the agency and the parents/guardian.

Authorized school and district personnel may make available to agency personnel assigned to investigate instances of child abuse the health or other records of a student for such investigative purposes.

Guidelines for consideration

- d. If any school employee has questions about reasonable cause of child abuse and the need for making a report, the employee may consult with the building principal. If building principal is not available, a direct call to the county department of social services about concerns is advisable.

Note that consultation with another school official or employee will not absolve the school official or employee of the responsibility for reporting child abuse.

- b. In an emergency situation requiring retention of the child at the school building due to **fear that if released the child's health or welfare might be in danger, it should be** observed that only law enforcement officials have the legal authority to hold a child at school. Otherwise a court order must be obtained to legally withhold a child from his or her parent or guardian.

LEGAL REF.: C.R.S. 18-3-412.5 (1)(b) (*definition of unlawful sexual behavior*)

[Revised March 2015]

Lake County School District R-1, Leadville, Colorado

Health Practices and Services

CHILD HEALTH

- Immunizations are required (by the Colorado School Entrance Immunization Law) and must be up to date according to the current routine schedule recommended by the Colorado Department of Health. Parents provide proof of up to date immunizations or sign a Personal Exemption Form, within 14 days of enrollment.
- Yearly physicals are required by Colorado Child Care Rules and Regulations within 30 days of enrollment. The Health Manager will work with families to ensure all health requirements are met on time.
- All medical records **will be kept in the child's file and updated throughout the year.**
- Health education will be part of the curriculum for staff, parents and children. Topic areas may include: nutrition, overall wellness, mental health, physical health, child development, substance abuse, and other areas based on recommendations from Public Health, medical/dental professionals, and other community partners.
- All health education activities and materials for children will be developmentally appropriate. Health practices will be integrated into the daily routines and focused on topic areas such as safety week, fire prevention week, etc. Topic areas for children include: physical health, dental health, emotional health, safety, sun safety and preventing infectious diseases. Programs will notify parents if sensitive topic areas are included in the health education plan. Parents must notify the program if they do not want children to be involved in activities related to a specific topic.

ALLERGIES OR HEALTH CONCERNS

Parents will notify the Health Manager or teachers of any allergies or health concerns their child may have. An Allergy/Special Diet **Restrictions and Health Concerns "Quick Reference" List** will be created and posted on the outside of the Medicine Cabinet with a cover sheet, while a complete comprehensive list will be kept in the cabinet. All staff, including subs, will be responsible for checking the list and knowing the allergies and health concerns of the children in the room. Lists will be updated as new information becomes available from parents. Medication for allergies or health concerns must be prescribed by a physician and staff will follow the medication policy (included elsewhere in this handbook).

CARE OF ILL CHILDREN

Children will be evaluated by staff upon entry into the program each day. Exclusion will be based on whether there are adequate facilities and staff available to meet the needs of both the ill child and other children in the group. If a child appears ill, the teacher will call the Health Manager to take the child to the Health Office for evaluation. If based on the Sick Child Policy (listed below) the child should be sent home, office staff will call a parent or guardian to come and pick the child up.

Some communicable diseases (see list in Health Office or Front Office) must be reported to public health (phone number in Health Office or Front Office) authorities so that control measures can be used. Parents are to notify the office within 24 hours after a child has developed a communicable disease. Parents of children who may have been exposed to a child

with a communicable disease or reported condition will be informed about the exposure according to the recommendations of the local health department.

Sick Child Policy

SYMPTOM	Child Must Be at Home?
<u>Diarrhea:</u> Frequent, loose or watery stools compared to child's normal ones that are not caused by food or medicine.	<u>Yes</u> If child looks or acts sick; if child has diarrhea with fever and isn't acting normally; if child has diarrhea with vomiting.
<u>Fever:</u> Fever of over 100.4 or above.	<u>Yes</u> May come back to school after 24 hours fever free <i>WITHOUT</i> the aid of medicine.
<u>Coughing:</u> Frequent deep cough, a high pitched croupy or whooping, and/or difficulty breathing.	<u>Yes</u> If severe, uncontrolled coughing or wheezing, medical attention is necessary.
<u>Vomiting:</u> Throwing up two or more times in the last 24 hours.	<u>Yes</u> Until vomiting stops or a doctor says it is not contagious. Watch for signs of dehydration.
<u>Conjunctivitis (Pink Eye):</u> Pink color of eye <i>AND</i> thick yellow/green discharge.	<u>Yes</u> Until you have had eye drops prescribed and applied for 24 hours.
<u>Hand Foot and Mouth Disease (Coxsackie Virus):</u>	<u>No</u> Unless the child has mouth sores, is drooling and is not able to take part in usual activities.
<u>Head Lice or Scabies:</u>	<u>Yes</u> From end of the school day until after the first treatment.

****If a child is excluded for any reason the Health Manager must be notified. This information must be logged in the *Illness Surveillance Form* binder in the health office each time a child is sent home. ****

MEDICATION POLICY

- Only staff trained in medication administration is allowed to administer medicine to children, with parent and physician written consent. Staff will be trained yearly by the School **District's** Nurse on the administration of medicine.
- Staff must keep all personal prescription and/or over the counter medications locked up and out of the reach of children.
- It is recommended that every possible means be taken to give children medication at home. If it becomes apparent and necessary for a child to take any form of medication at the child care facility, the following steps must be in place.
- Medication can only be legally given by the child care facility nursing consultant or by personnel who are trained and to whom the child care facility consultant had delegated the task of giving medication. A medication log is kept in the health office or with the medicine in the classroom as appropriate.
- **The following is The Center's Medication policy:**

- Written authorization from the person with prescriptive authority stating the **child's name, medication, medication route, dosage, time to be given**, for how many days and side effects.
- Medication properly identified and in its original pharmacy labeled container.
- Written permission by the parents giving the child care facility authorization to administer medication.
- A medication log, to document when medication was given and who gave the medication.
- Storage of medication in a clean, locked cabinet or container.

Without the following five legal requirements, medication cannot be legally administered at the child care facility!!

- **Right Medication - Right Child - Right Time - Right Dose - Right Route**

Procedure:

- Identify child.
- If child is younger than 5, **make sure you verify with the teacher the child's identity**. Become familiar with the child who needs the medication. Ask them their name at the same time identifying them by the picture in the medication log book.
- Identify medication.
- **Note child's name on the medication bottle & time to be given.**
- Note name of the medication on the bottle. Note the dosage of medication on the bottle, route of administration. Compare information on medication bottle with **prescriptive authority attached to medication record or child's health folder.**
- Check the medication log to see if the medication has already been given for that day and time by another trained child care facility person.
- **Record the time the medication was given on the child's medication record and signs** the medication record indicating that the medicine was given.
- Return medication to locked medication cupboard.
- Medication log is shared with parents

Rescue or Emergency Medications

Any type of rescue or emergency medications (asthma inhaler, Epi-Pen, etc.) will be kept in the classroom. It will be kept in a small fanny pack **labeled with the child's initials and will include** the medication, health plan, and administration log. The fanny pack should be kept in an easy access area for teachers, but out of the reach of children. The rescue medication should follow the child throughout their school day in case of an emergency, including field trips, emergency situations (including drills), or on the bus. Teachers will need to complete the Medication Log each time the child is given medication. All staff are trained to give Rescue Medication.

Emergency Medication is kept in a backpack with a breakable zip-tie on the zipper. The backpack will be kept out of the reach of children in the classroom. This backpack will travel with the child throughout the day, on field trips, emergency situations (including drills), or on the bus. Managers should be called on the radio in the event a child needs emergency medication administered. **Only staff that have been trained can administer emergency medication!!**

EXPOSURE TO BLOOD AND OTHER POTENTIALLY INFECTIOUS BLOOD FLUIDS -

Staff will follow the Standard Precautions recommended by The Centers for Disease Control in handling any fluid that might contain blood or body fluids. Non porous gloves will be worn at clean up and hand washing will be done after the gloves are discarded. All blood contaminated items must be placed in a plastic sealable bag and disposed of properly in a garbage can. Teachers, staff and volunteers will carry the First Aid Pack that is located in each room and has gloves in it on the playground and on field trips as protection. Any staff member/child/volunteer exposed to blood or blood contaminated materials are to be referred to the local Health Department for evaluation and disposition as soon after exposure as possible. The Health Department will determine whether exposure has actually occurred and whether laboratory testing should follow (within 24 hours after exposure). If an employee or volunteer is exposed to a blood borne pathogen, the employer will make available to the employee, at no cost, laboratory tests conducted by an accredited laboratory.

Follow-up must include a confidential medical evaluation documenting the circumstance of the exposure. The Center will offer counseling after an exposure incident.

Staff members and volunteers are annually trained on general infection/disease control measures, blood borne pathogens and application of Standard Precaution techniques when dealing with blood or blood contaminated tissue/body fluids. Staff members are required to have a current First Aid Card. They may be called upon at any time in the program to administer First Aid to children. The incidental nature of this circumstance effectively establishes first aid as collateral duty rather than a primary one. This fact, under new OSHA ruling, **eliminates any kind of "routine" staff vaccination against Hepatitis B.** However, Hepatitis B vaccinations will be provided to an employee who has been exposed within 24 hours of exposure.

INJURIES OR ILLNESS REQUIRING MEDICAL OR DENTAL TREATMENT

- First Aid/ CPR classes will be offered annually at The Center. It is the **employee's** responsibility to keep his/her card current by attending one of the classes. Cost of the **First Aid /CPR classes taken at other times will be the employee's responsibility.** Staff and volunteers may be called upon to administer first aid to children/staff at any time in the program.
- The staff who is with the child will provide first aid. Management staff will be called for support.
- The management staff will contact a parent or guardian. The management staff will notify the hospital or doctor if immediate medical help is required and children will not be transported in personal cars unless no other means are available in an emergency situation.
- A staff member will remain with the child and until the parent assumes responsibility for the child. Staff/child ratio will be maintained at all times for the children remaining in the facility.
- The teacher involved will complete an accident/incident report form, as soon after the incident as possible. (See Accident Reports)
- Dr. Schamberger, our dental consultant (719-486-2060) will accept emergency dental referrals of children and will be available to give advice regarding a dental emergency unless otherwise indicated by the parent. Dental injuries will be given first aid treatment. If dental

care is required, a staff member will accompany the child and remain with the child until the parent assumes responsibility for the child.

SERIOUS ILLNESS, HOSPITALIZATION, AND DEATH -

- The Child Care Director and/or Director of Early Childhood Programs will immediately notify the authorities of a serious illness, hospitalization or death of a child or staff member that occurs during or related to childcare. The Child Care Director and Director of Early Childhood Programs will plan and carry out communication with other staff, parents, children, state childcare licensing agency and the community as appropriate within 24 hours of the incident.

CLASSROOM AND HALL SAFETY

- Staff will keep all personal belongings (purses, jackets, lunches, back packs) inaccessible to children in the classroom by placing items in gray cabinet. Windowsills are not considered to be out of reach of children. Classrooms will be checked two times a month or as needed by Health Manager and Child Care Director.
- Staff in each room will be responsible for checking for safety mechanisms prior to the opening of the classroom on a daily basis. Staff will keep the rooms orderly and tidy.
- Staff is responsible for completing the classroom safety checklist on weekly/daily/monthly basis, to ensure the rooms are safe. Any replacement items can be found in the Health Office. Safety checklist will be given to the Health Manager at the end of each month. Teachers will notify the Health Manager of any potential hazards or repairs needed.
- The following objects will not be allowed in the classrooms: latex balloons, plastic baggies larger than a sandwich bags, and glitter. Toys will be inspected weekly. Toys that develop sharp edges, have exposed or unthreaded screws, cracks in the plastic, or present risk of injury from common use will be repaired or discarded. Toy storage bins will also be inspected for chips, cracks, or breaks.
- Toys will be sanitized daily.
- **All classrooms are supplied a bin labeled "Dirty Toys". Each week, teachers will wash and scrub each toy with hot water and soap. Then sanitize following cleaning/disinfectant procedure.**
- Drama clothes will be washed monthly, unless soiled
- Stuffed animals, puppets, blankets, and other linens will be washed weekly.

MEDICINE CABINETS

Cabinets must be kept organized and will be checked on a monthly basis. Cabinet should only contain the following items: Chap Stick, toothpaste, toothbrushes, tooth brushing timers, food coloring, White out, staples, shaving cream, adult scissors, whiteboard cleaner, soapy water **spray bottles (labeled), sanitizer (bleach) spray bottles (labeled), children's soaps and lotions, and children's personal sunscreen.** All items must be kept in an orderly fashion and items which can be ingested separate from all others.

SENSORY/WATER TABLES

Tables must be washed and sanitized at the end of each day. First spray soapy water, rinse, and spray bleach sanitizer and leave to air-dry for at least 2 minutes. No food ingredients will be used in a Sensory or Water table at any time. Water tables must have the water changed after each session in a classroom (i.e. opening childcare hours-preschool hours, preschool hours- afternoon childcare hours).

GYM SAFETY

Staff will follow Active Supervision Policy

- Teach children how to use the equipment in the gym properly and how to play safely. Teachers should facilitate getting out all gym equipment.
- All equipment will be put away after each use.
- Teachers should have organized activities planned for the majority of the scheduled gym time; free play should occur for only shorter periods of time and be effectively monitored for safety.

Classroom rules are to be enforced in the gym.

PLAYGROUND SAFETY

- A daily safety check will be conducted each morning by the Child Care Director before the first scheduled outside time. The playground will be clear of glass, litter, and rocks.
- Staff will follow Active Supervision policy and procedure. Staff will place themselves so that they can effectively monitor child activities. For example, moving toward the sand box when large volumes are here.
- The Child Care Director will observe each scheduled outside time on a monthly basis to ensure safety and supervision procedures are being accurately followed.
- Gates are to be closed at all times.
- Report any repairs needed to the Health Manager as soon as possible.
- The sandbox cover will be removed in the morning and replaced in the evening.
 - Teach children how to use the equipment on the playground properly and how to play safely. Children must wear helmets when riding tricycles, scooters or bicycles and will follow a set path.
 - Children will go up the stairs and down the slide feet first. Toys will not be used on the slide structure.
 - Children will climb the bouldering wall, without jumping. Children should always remain seated, no standing.
 - Children will crawl through Gus the caterpillar or may sit on Gus. No standing.

ANIMALS

Prior approval must be obtained from the Health Manager before any animal is brought to The Center. Parents must be notified in advance and alternate arrangements made if a child allergy exists. Teachers must be willing to supply the pet and all of its materials. An area should be set up in the parking lot or grassy area outside of the fenced playground. All animals should be on a leash or confined in a small area for safety purposes.

Any pet or animal present at The Center, indoors or outdoors, shall be in good health, show no evidence of carrying disease, and be a friendly companion for the children. Dogs or cats, where allowed, shall be immunized for any disease that can be transmitted to humans. There shall be no ferrets, turtles, birds of the parrot family, or any wild animal kept in the building. Any animal that may contain salmonella will not be allowed. Staff shall always be present when children are exposed to animals. Children shall be instructed on safe procedures to follow when close to the animals. Hands shall be washed after handling animals.

PLANTS

The staff members who have plants in their room will be responsible for checking that all plants receive the appropriate care and meet the following guidelines:

- A list of poisonous plants to be excluded from classrooms will be posted in Room 9 and the Health Office.
- Allowable plants include those that are nontoxic, do not generate a lot of pollen, or drop small flowers or leaves.
- Plants will be regularly dusted. Children will not be allowed to put the plants in their mouths.
- Children and staff will follow proper hand washing procedures after handling plants.
- **In the event of ingestion with a poisonous plant, CALL the Regional Poison Control Center: 1-800-222-1222 or Rocky Mountain Poison Control: 1-303-739-1100.**

ALL PLANTS MUST BE LABELED

Afternoon Room Procedures

Children may remain at The Center after regular preschool hours. Children remaining in the program will be transitioned either into the nap room or the afternoon awake rooms. The procedures utilized during these times are outlined below.

- Classroom teachers will transition children to the assigned awake room at the appropriate time
- Transferring teacher should say each child one at a time, receiving teachers will write the name of the child on the list.
- Cross reference the list with the children in the room, count, and write the total at the top
- Communicate total of children to all teachers in the room
- As children are picked up, cross off their name and update the number at the top
- All teachers should remain at the 4:00 transition until the list has been updated and kids and numbers correlate
- Continue to update list and numbers as children are picked up
- Turn in updated afternoon lists with sign-in sheets to office closer at the end of the day
- Staff must follow appropriate release procedures for unknown adults are caregivers, if sign out occurs in another location, staff should collect the completed Exit ticker to indicate release procedures took place in another location

Nap Room Set Up and Procedures

- Handling Sleeping Environment, Staff will ensure that cots are placed at least 3 feet away from individual assigned space. Staff will ensure that bedding materials provide a **barrier between all parts of the child's body and floor. Children will not share cots.**
- **Bedding materials will be stored in individual plastic bins. Bins will be labeled with child's first and last name.**
- Bed Linen: Children will be issued clean bed linen weekly. No children will sleep on uncovered surfaces. Bed linen will be tight fitting.
- Nap transition begins at 1:30, starting at Room 2
- Children are highlighted so nap teacher is aware of what children to pick up from each classroom
- As children join the nap group, teacher checks each child off on the list – a bus rope is used to gather children and move up the hallway
- Children will use the main bathrooms, and then will transition to room 1
- Cross reference children with nap list, count and write number at the top of the nap list
- Children who do not fall asleep within 30 minutes of nap, can be offered a quiet time activity or moved to the awake room.
- Children must be allowed to leave their napping area within 10 minutes of waking up.
- As children are picked up or taken to the awake room use the following procedure:
 - Cross them off the nap list
 - Document where they went with the time
 - Update the number at the top of the list
 - Children should be added to the list of the new room that they enter
- At wake up time, help children fold their blankets and put items into their individual bins.
- Children can begin to use bathroom while teachers prep for snack.
- Parents or care-givers picking up from the nap room must have a **signed "Exit Ticket"** to indicate sign out as occurred and appropriate release procedures have been followed

Soiled Linen Procedures

- Apply a clean pair of gloves.
- **Remove soiled bedding and place in "Soiled Linen" labeled basket.**
- **Place child's belongings in a plastic bag and place in child's cubby.**
- Call the Child Care Director or the Health Manager to take sheets/blankets and wash in hot water in the break room.
- Sanitize/disinfect nap cot. First spray sanitizer solution, allow to air dry for 2 minutes, then spray with disinfecting spray, allow to air dry for an additional 2 minutes. Place behind the divider to dry.
- Please notify the office closer about linens being washed. The closer will then place items in the dryer.

This must be done after each potty accident that occurs during nap

Health Routines and Procedures

SANITATION (Bleach)

Prepare all bleach bottles in the Health Office daily. For sanitation, bleach should be mixed (see formula below) and put into labelled bottles. Each classroom and the Health Office will receive a newly filled bleach bottle each morning. This solution will be used on tables and toys throughout the day. For disinfectant bottles (see formula below), the bottles should be filled and placed in the diaper area between Rooms 1/2 and the Health Office each morning. There should be four bottles replaced daily. This will be used to disinfect the diaper mats and pads.

BLEACH FORMULA:

Fill the gallon jug with warm water.

Splash a dash of bleach into the jug and test with the tester strip. Bleach should test in at 50-200 ppm for sanitation purposes (toys and tables).

DISINFECTANT FORMULA:

Fill each individual bottle marked for disinfectant with warm water.

For an 8oz bottle, add $\frac{3}{4}$ TBSP of bleach.

Hand Washing Policy and Procedure

All staff and any other adults working in the classrooms will teach and model appropriate hand washing practices in order to lower the risk of spreading communicable diseases.

Staff shall supervise children's hand washing to assure adequacy of the procedures. Staff is responsible for ensuring children wash and dry their hands completely.

ALL staff, children, and volunteers shall wash their hands at the following times:

- Contact with body fluids.
- Upon entry into a classroom for an extended time period (breaks for staff, support for kids, observations of classrooms, ect).
- Before food preparation, handling, or serving (including setting the table).
- After toileting, changing diapers, or assisting a child with toilet use.
- Before and after eating meals or snacks.
- After handling pets or other animals.
- Before and after using disposable gloves.
- After coughing or sneezing.
- After inspecting for lice.
- Before and after using the water or Sensory table.
- After playing in the gym.
- Coming in from outside.
- Before and after giving medication.
- Before and after applying sunscreen.
- After cleaning or handling garbage.
- At any time hands become soiled.

Clear, simple hand washing procedures will be posted in all the classrooms.

Procedure:

- Get one squirt of foam soap.
- Use friction to work up lather inside and outside of hands for 20 seconds out of the stream of water.
- Rinse well under a stream of water.
- Dry hands thoroughly with paper towel.
- Turn off faucet with a paper towel, if possible.

Bathroom and Diapering Policy and Procedures

Children will have access to the bathrooms as needed throughout the program day. Classrooms will take planned bathroom breaks utilizing the preschool hallway bathrooms. Support staff is available to take groups less than three to the bathroom as needed in between scheduled bathroom breaks.

In our school, there are designated adult/family restrooms and child specific bathrooms. These are clearly labeled.

The Center asks parents to provide extra clothes in a child's backpack. In the event, that a child does not have extra clothes, staff will utilize clothing from our extras supply. Staff will do their best to accommodate for fit and weather appropriateness, this is dependent on clothing that is on hand in the program. Parents are asked to wash and return these if possible. Written documentation will be kept for accident and diapering changes.

The follow procedures are utilized for bathroom, changing, and diapering:

Hallway Bathroom

The hallway bathroom is utilized for group bathroom breaks provided throughout the preschool day. The following procedure will be utilized in this bathroom.

- Before leaving the classroom, count your children.
- When arriving at the bathroom, staff will stand at the front door way and count the children as they enter into the bathroom.
- Once all children have entered the bathroom, staff will position themselves at the inner doorway and maintain a line of sight for children waiting and children in the stalls.
- Children will wait on the bench located in front of the sinks, if there are not enough stalls. Teacher will facilitate children taking turns to use the stalls.
- Children will wash hands and then line up to wait on the spots marked on the floors.
- Before exiting the bathroom, staff will visually sweep the bathroom and check the stalls to ensure that all children are accounted for.
- Count children before leaving the bathroom and again when you reach your next location to be sure all children are accounted for. Both teachers should recount when the class is rejoined together.
- There will only be one group of children in the bathroom at a time. Teachers will communicate with each other to ensure that classes take turns.
- If at any point staff need additional support while in the bathroom supervising children, they will call on the radio.

Bathrooms between Rooms 1 and 2

This bathroom area is reserved for the use of children in the classrooms in Rooms 1 or 2 and for the children in need of diapering or changing. The following procedure is utilized.

- The bathrooms between Rooms 1 and 2 should only be accessed by one side or the other at one time.
- When the bathroom is in use, the door to the classroom will be propped open.
- Staff will maintain line of sight and actively monitor children entering and exiting the bathroom.
- Doors should be locked on both sides when bathroom is not in use.
- Staff should always visually sweep the two bathrooms before closing and locking the door to ensure all children have exited.
- If at any point staff need additional support while in the bathroom supervising children, they will call on the radio.

Accident and Additional Support Needs:

- **If a child needs support with their clothes... (for example: pulling up pants, zipping or buttoning pants etc.)**
 - Staff will verbally guide the child to try to manage their clothes on their own.
 - If the child is unable to manage fastening their clothes independently, the teacher will provide assistance when the child exits the stall.
- **If a child needs help cleaning themselves...**
 - Staff will call for support on the radio.
 - When support arrives, teacher will verbally guide the child to try to clean themselves independently.
 - If assistance is needed, staff will wash hands, put on a glove and assist the child. The other staff member will maintain line of sight of the class and the teacher assisting.
- **If a child has an accident:**
 - All accidents will utilize the hallway bathroom unless the child is already in Room 1 or 2.
 - Call for a second person.
 - Wash your hands.
 - Gather all the supplies that you need: clean clothes, plastic bag for soiled items, disposable gloves.
 - Staff will direct the child to go into the large bathroom stall. One staff member will prop stall door open and the other staff member will begin to direct child to remove soiled clothing and place in the bag.
 - Staff will offer the child a wet paper towel to clean themselves off. When the child is finished they will give the teacher the towel to be thrown away.
 - For accidents involving a bowel movement, if the child needs assistance cleaning themselves. Child will remain **standing and staff will clean the child's bottom with a moist disposable wipe or damp paper towel (wiping from front to back)**. Put dirty wipes and disposable gloves in a plastic bag.
 - Child will put on clean clothes and teachers will provide assistance if requested.
 - Staff and child will wash hands following the Handwashing Procedure.
 - **Teacher will walk child back to classroom and place plastic bag in child's cubby.**

- Parents will be notified that their child had an accident.

Diapering Procedure

- Diapering will be done only in the designated diapering area with two staff members present. One staff member will change the diaper and the other staff member will monitor and provide support as needed.
- Food handling will NOT be allowed in the diapering area.
- Changing surfaces will be waterproof, free of cracks, tears, and will be kept clean.
- **All creams, lotions, and cleaning items are to be labeled with each child's first and last name. Parents must sign a "Permission for Medication" form before any ointments can be applied to the child.**
- **Always respect the child's privacy.**

All staff will follow the following diapering procedures:

- Wash your hands.
- Gather all the supplies that you need: Disposable paper, changing pad, diaper and wipes, clean clothes (if necessary), two plastic bag (one for soiled clothing and one for soiled wipes), and disposable gloves.
- Put on disposable gloves.
- Avoid contact with clothing soiled with urine or feces with the exception of gloved hands. Place the child on the diapering surface covered with disposable paper. **Never leave the child unattended.**
- Children may be changed standing up as appropriate for the child and the situation.
- **Remove child's clothes and open the soiled diaper, removing the diaper and any waterproof covering in a single unit.**
- **Clean the child's bottom with a moist disposable wipe or damp paper towel** (wiping from front to back). Repeat with fresh wipes if necessary. Put wipes in the diaper, fold inward, reseal with tape, put in a plastic bag.
- Apply any skin ointment **if necessary (with doctor's permission only).**
- **Wash staff and child's hands with a wet wipe.**
- Put on clean diaper.
- **Wash the child's hands.**
- Remove disposable covering from the diapering surface and place in the plastic covered receptacle.
- Staff member who was monitoring will take child back to class, while staff member who changed the child cleans up the area, following the directions listed below.

ALWAYS WEAR DISPOSABLE GLOVES WHEN USING A DISINFECTANT AS THE HIGH CONCENTRATION MAY BE TOXIC!!!!!!

- Remove any visible soil from the diapering surface and place in the covered trash receptacle, spray both sides of the changing pad with soapy water and dry, then spray both sides of the changing pad with disinfectant spray (bleach solution 200+ppm). Let surface air dry for at least 2 minutes.

- Put sealed plastic bag containing the diaper, wipes, and disposable gloves into the plastic lined, hands free, covered trash receptacle.
- Wash your hands thoroughly.
- **Record diaper change on child's individual daily log.**

THE ABOVE PROCEDURE CAN BE INDIVIDUALIZED AS NEEDED TO MEET A CHILD'S SPECIFIC NEEDS.

TOOTH BRUSHING POLICY

Each classroom will have a daily supervised tooth brushing activity that models and teaches good dental hygiene and prevents cross-contamination between children, toothbrushes, and toothpaste. (Cross contamination is the physical movement or transfer of harmful bacteria from one person, object or place to another). Tooth brushing must be supervised by staff who has been trained to monitor for activities that could result in cross contamination (spitting, playing with toothbrushes, etc). Children should never perform tooth brushing without adequate supervision. Children will stay at the tables while brushing teeth. Classrooms should use the following routine and procedure when brushing teeth.

1. Set up: The teacher puts a pea sized drop of toothpaste onto the rim of **each child's** tooth brushing cup. The teacher then places a napkin and **the cup with the toothpaste at each child's place at the** table. Each child gets their own labeled toothbrush.
2. Scoop: When the teacher tells them to, each child scoops the toothpaste from the rim of the cup onto the bristles of their toothbrush.
3. Brush: Everyone brushes together for about two minutes. Each table should use a sand timer to help ensure brushing occurs for the full two minutes. The teacher models brushing the inside, outside, and top of every tooth.
4. Spit: Children spit any toothpaste still in their mouth into their cup.
5. Wipe: Children wipe their face with their napkin to clean off any toothpaste.
6. Clean up: Children rinse out their cup and place it in the bin to be washed. Children also rinse off their toothbrush and place it in the sanitizer. The sanitizer will run through one fan cycle and then be unplugged in order to turn it off.



Amount of toothpaste to be used for children.

Sanitation/Storage

- **Sinks will be sanitized before and after brushing the children's teeth.**
- Each child will have his/her own labeled toothbrush and cup for use with tooth brushing.
- Brushes will be stored in the sanitizer and kept out of the reach of children.
- Toothbrushes will be rinsed thoroughly with hot water at least once a week to help prevent the spread of bacteria. Toothpaste should be removed from bristles.
- Each classroom will be provided with a new toothbrush four times a year (in August, October, January, and March), more often during the cold and flu season, or if the toothbrushes appear worn or splayed.
- Cups used for tooth brushing procedure will be washed daily in the industrial dishwasher, and every two weeks by hand.

NUTRITION AND FOOD SERVICE

Child meals

The Center provides healthy meals daily for breakfast, lunch, and snack that follow all CACFP guidelines. Mealtimes are scheduled within the program day. Parents are encouraged to eat lunch with their child with prior communication to office and Food Service staff.

Lunch counts will be recorded each morning by staff on the white board by the door of the preschool classrooms. These numbers should match child attendance in the classrooms. Hall support will communicate lunch counts to the kitchen. Teachers will call up to the cafeteria to adjust lunch counts for any late arrivals. Children here within five minutes of each mealtime will be served that meal. Teachers will call for an additional lunch as necessary if the child was not accounted for in the regular lunch count.

If a parent picks up a child during meal times, children may bring food items out of the building with parent approval.

All children will eat provided meals within the program, unless families have followed the process for a Special Diet option with the Health Manager. The Health Manager will communicate children with these circumstances to classroom staff as appropriate. No outside food is allowed or served to children at The Center except for documented Special Diet statements for individual children.

Special considerations for individual children will be documented in a written plan.

Staff Food Guidelines

Interns are encouraged to participate with mealtimes as their schedule allows. The Child Care Director will coordinate with the Food Service Director to determine the best approach for individuals. The Health Manager will share guidelines regarding bringing food and drink into the preschool classrooms as noted in the staff guidelines below.

Teachers are our role models for healthy eating in the classroom. Because of this, there are certain foods and beverages which are not allowed to be consumed in front of the children or at meal times. This includes high sugar items such as candy, cookies, brownies, ect. These may be consumed on your planning time or schedule breaks.

Teachers are not required to eat school meals, but may order a lunch from the cafeteria for the cost of an adult lunch. Accounts can be created with food service to easily pay for lunches.

Teachers may take a small amount of served fruits or vegetables not to exceed the child serving size to model the tasting of food for children as necessary, but this should not impact required amounts for the children.

Teachers may use main dish items, when there are extras after serving all required elements, as teaching examples and model tasting of meal elements.

Drinks may be kept in a covered, non –breakable container which is not clear. Water bottles are always allowed, with your name clearly printed on the bottle. **NO GLASS CONTAINERS ARE ALLOWED IN THE CLASSROOMS.**

WE ARE A NUT FREE SCHOOL, THIS INCLUDES ANY TYPE OF NUT OR NUT BUTTER!

Child and Adult Care Food Program (CACFP) Guidelines

The CACFP (Child Adult Care Food Program) in accordance of Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director Office of Civil Rights, Room 326-Whitten Building, 1400 Independence Avenue. SW, Washington. DC 2050-9410 or call (202) 720-5964. USDA is an equal opportunity provider and employer.

**This type of serving is a CACFP and Head Start requirement.
This type of serving will be followed at Breakfast, Lunch, and Snack**

“Family style meals” refers to a type of meal service that allows children to serve themselves at the table from common dishes of food with assistance from adult staff. Meals served in this manner require more patience from teachers and can cause more food “spills” to clean. In addition, safety and sanitation must be followed closely to insure that food is handled properly and is safe to eat. **When serving themselves, the child chooses which foods to take and how much, however, if staff serves certain food items, they MUST serve each child the required serving size.**

1. Staff will wash their hands before handling the serving bowls and utensils.
2. Staff will wash the table 1st with soap and water before and after each meal and snack. Paper towels will be used for the soap and water. Paper towels will only be

used on one table. New paper towels are used for each table. **Tables cannot be cleaned early; this must be done right before food service time.**

3. Staff will then disinfect tables with bleach water before and after each meal and snack. Allow the bleach sanitizing solution to sit on the tables for 2 minutes before wiping off. Paper towels will be used for the bleach water. The children will not be at the table when disinfecting. Paper towels will only be used on one table. New paper towels are used for each table. **Tables cannot be sanitized early; this must be done right before food service time.**
4. The children who are helpers for the day should wash their hands first. Every child will have a plate/bowl, napkin, spoon or fork, at breakfast and lunch. Children will pass out the plates, napkins, spoons, forks and milk. Milk should be given to every child at breakfast and lunch. Water may be offered at the table during meal times, but not in place of milk. Teachers should support and encourage all children to drink their milk.
5. Staff must know what makes a serving. Kitchen staff will label bowls of food with the correct serving amount. Enough bowls and serving utensils for 2 tables per classroom will be sent down daily on carts. Teachers share with children the amount to serve and will model appropriately. Due to liability children cannot take food out of the building.
6. The food is divided into smaller bowls in the cafeteria so children can serve themselves. Staff should not cut the main dish food items (sandwiches, nuggets, burritos, etc.) as they are premeasured to the proper amounts. Each table will have all the food that is to be served at the meal or snack on the table. To ensure that proper serving spoons are used, teachers will consult the CACFP required serving chart which is posted in each room.
7. Staff will be seated at the table. Once teachers are sitting, serving of food may begin. Teachers may stand to help in the serving process as needed. Teachers will show children appropriate amounts to serve and will assist the children at their table with serving and passing to the next child. If a child needs help opening the milk carton, staff will help the child open it.
8. Staff should serve any food item that includes hot or potentially hot liquid, i.e. soup, gravy, or is placed on large serving trays. Staff may use their discretion about other food items that children should not be permitted to serve themselves, but these should be limited to items that children cannot safely or easily self-serve only.
9. The teacher will help keep the children focused on the task of serving and passing the food and offering guidance on serving amounts. Children do not need to wear plastic disposable gloves when serving. Children will serve themselves and pass the bowl to the next child. Children will pour from the pitchers at snack in the afternoon. Children will wait to begin eating until all the children at the table have served themselves.
10. Children will not be marked on the CACFP Record of Meals as having eaten breakfast, lunch, and snack until the child has been served. Staff is required to complete the CACFP record of meals as each meal or snack is served with a blue or black pen only.

An X should be marked for each meal served and an M for children who have a Special Diet Form but still drink school milk. Only mark the child if they are served any component of the meal.

11. Staff should have a pleasant and educational conversation about nutrition with the children throughout meals and snack. Family style encourages adults to set positive examples and provide educational activities that are centered on foods and nutrition. This allows children to identify and be introduced to new foods and new tastes while developing a positive attitude towards nutritious foods, sharing in group situations, and developing good eating habits.
12. All food not consumed should be returned to the cafeteria.
13. Trash will be removed from the classrooms after each meal time and placed in the hallway for disposal.

**Children must not be forced to try or finish any food.
Food is never used as a reward or punishment.
Children can have seconds of any foods.**

Classroom Cooking Activities

All cooking activities must be approved by the Health Manager and the Assistant Director of Education. Cooking in the classrooms will follow the Head Start and CACFP regulations and guidelines to ensure that children are taught healthy food habits. Food prepared at home cannot be used in the classrooms for cooking projects. Staff will closely monitor all cooking activities to ensure safety.

Head Start Performance Standard 1302.44a2iii: Serve three- to five-year olds means and snacks that conform to USDA requirements in 7 CRF parts 210, 220, and 226, and are high in nutrients and low in fat, sugar, and salt.

- Nutrition concepts, language, math, science, categorization of food, and other concepts should include in the learning experience. Questions should be encouraged and answered.
- All hands are washed before starting the project and children should assist with clean up.
- Food requests needed for cooking projects will be turned in 2 weeks in advance, with the date the cooking project will take place, and the amount needed for the project. Food for cooking activities must be sensible as to cost.
- Whole grain bread products whenever possible.
- An adult will always present whenever children are eating and sitting with the children.
- In any nutrition activity where raw fruits or vegetables are going to be eaten children must use serving utensils to touch the food they will be eating.
- Food activities should be for children to eat, not just to make projects out of. No food item will be used as art materials for art projects.

Foods to exclude from classrooms (including food provided from home- Special Diet Statement) and cooking activities:

- Nuts or Peanut Butter (of any type- we are a nut free school)

- Cereal with added sugars
- Juice (of any type), chocolate milk, soda, sports drinks, Kool-Aid, etc.
- High sugar items: cookies, frosting, candy, marshmallows, Jell-O, pudding, desserts of any kind, etc.
- Whole Grapes
- Popcorn
- High fat and salt foods: chips, Top Ramen, fried foods, etc.
- Meat with bones
- Hot dogs must be sliced in half or be cut into pieces
- Fruits must have pits removed

TRANSPORTATION

Daily Transportation to and from the program

All transportation provided by parents or designated by parents will include use of age appropriate seat restraints. Restraints for children with special needs will be appropriate for the child. The number of adults and children transported in the vehicle will be limited to the manufacturer's stated capacity for the vehicle. Children will not be transported in personal cars unless no other means are available in an emergency situation.

Vehicular Requirements (Bus)

- The vehicle will be licensed according to state law.
- The vehicle will be equipped with a First Aid kit.
- A back up vehicle will be available at the school district bus barn and can be dispatched immediately in case of an emergency.
- **"No Smoking" and "Buckle Up" signs will be posted prominently and enforced in each vehicle.**
- The bus drivers will inspect vehicles weekly to insure they are kept clean and safe
- The Lake County School District Transportation Department will handle necessary maintenance on all vehicles.

Driver Requirements

- **Drivers will hold a current state driver's license that authorizes them to operate the vehicle.**
- Drivers will be certified in First Aid as required of other staff.
- Drivers transporting children with special needs will receive a minimum of 6 hours of training annually.
- **Drivers will not be responsible for monitoring children's behavior while operating the vehicle.** There will be a bus aide on each vehicle to attend to the children.
- Drivers will obey the signs posted in the vehicle, will not use ear phones while driving and will not have used alcohol at least 12 hours prior to transporting children or operating **the program's vehicles. Drivers will not take any medications that will impair their ability to drive.**
- Drivers will know the quickest route to the hospital from any point on their route.

Staff/Child Ratio for Transportation

- The same staff/child ratio required at the facility will be maintained during transportation. The driver will be counted as staff in the ratio for children less than 6 years of age.
- Children will never be left alone in vehicles.

Lake County School District's Transportation Handbook for Teachers & Coaches



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Bus and Suburban Information

Bus capacities are rated at 65, but if you need any kind of comfort for long distance field trips you should rate capacity at 43 adult sized students. Fuel costs are based on mileage. Driver wages vary depending on the driver that gets your field trip. Wages run from \$15.00-\$21.00. This should help in preplanning a field trip. Please also allow room for sponsors, teachers, and parents. Wages do change yearly, so please double check with transportation if you need to have the most accurate wage rates.

Suburban capacities are:

Suburban 3, 8	=Driver plus 8 passengers
Suburban 6	=Driver plus 7 passengers
Subaru Forrester	=Driver plus 4 passengers

Trips are charged fuel costs, driver wages if bus driver needed and a \$.10 surcharge on mileage. Teachers that drive trips do not get transportation wages, unless transportation has requested your services.

One transportation request is required for each trip that a vehicle makes. (Example- Your group is going to Denver on a Thursday and returning on a Saturday. We need a transportation request for the Thursday and another for the Saturday.)

Exception to this is if the vehicle stays with the same driver at the same location for the scheduled days. This is how transportation must track odometer readings and billing of your trip.

All suburban drivers must bring the suburban back to the bus barn on their scheduled return date.

What you need to drive a suburban

If you will be getting a suburban license during the school year, please make sure that you allow enough time to do so. The transportation dept. issues two types. One is to transport staff members only. The second is to transport students.

1. You must notify the transportation dept. that you need a suburban license. Our phone number is 486-6801.
2. You will need to fill out motor vehicle permission to release records form & a school permission release form.
3. It can take 7 – 30 days to release information so please plan ahead.
4. If you are transporting staff, you need to learn a pre-trip & post trip. You are finished. Have a safe trip!
5. If you are transporting students, then you will need to take a written test after your MVR has been received.

6. If you are transporting students, you will also need to take a driving test. Please schedule this with the transportation dept.
 - a) Pre-trips and post trip requirements are also explained to driver as documentation is required when transporting students.
7. Hours of Service
 - a) Colorado Law requires that a driver transporting students cannot drive more than 10 hours per day.
 - b) A driver cannot work more than 14 hours with a required 10 hour off period. The 10 hour off period must have a minimum of 6 hours consecutive off duty time, with the rest in two or more periods for a total of 10 hours off duty. You cannot drive if you are going to be working more than 70 hours in 7 consecutive days. This consists of all work time for all jobs that you work.

(Example: If you drive students to Denver (2 hours one way), your activity takes 11 hours and you were supervising students, STOP you cannot reach your returning destination in your 14 hours of work time. You will need to have another driver with you that had off duty time during the day.)
8. **You must fill out an OPERATOR’S DAILY LOG if you are the driver of a suburban transporting students and your trip is an overnight that is scheduled or unscheduled. This log must be in the driver’s own handwriting.**
9. Colorado Law requires that you do not operate a vehicle if your ability or alertness is so impaired, due to fatigue, illness or any cause that it would be unsafe for the driver to transport students.
10. Colorado Law makes you, the driver liable to fill out your paper work and watch your working hours. If you are involved in an accident that involves \$1000 damage or a death, CDE will inspect every aspect of these requirements. Please make sure that you are protecting yourself by fulfilling these requirements.
11. If you have any problems with your vehicle, contact the transportation department.

Have a safe & fun trip!

What to do to schedule a field trip

All request forms are handled through the school inter-mail service, please allow extra time. It may take several days for transportation to receive your request. We are on many sports events & may not be able to fulfill your field trip date. So please get those requests in early so that we can work out dates, etc.

1. Fill out a Field Trip Request Form & a Transportation Request Form. Follow all directions and get approval from building principal and superintendent. This must be done at least 30 days in advance of your field trip. Transportation must have the transportation request form at least 14 working days before your trip date.
2. Fill out the Field Trip Questionnaire so the bus driver may get properly prepared for your field trip. You should attach this to your transportation request form

3. Administration Building will give the transportation dept. your request.
4. We will log you into our computer system for the day & time that you have requested.
5. Field Trips Requested on short notice may not be filled. If they cannot be filled, transportation will notify the school.
6. Buses used on regular routes must be back from special trips no later than 2:30pm. Please allow enough time for return trips to meet this deadline.
7. Field trips to Denver (Ocean Journey, Museums, etc.) should be planned as an all-day occasion. Groups do not get to spend much time at their location if they are trying to get back by 2:30 pm.
8. Should you need to cancel your field trip, or your field trip gets canceled due to weather, please contact the transportation dept. We will happily work out a reschedule with you.
9. Should the bus come back in a mess, a cleaning fee will be charged onto your trip account.

Suburban Requirements for Teachers / Coaches / Staff

1. Seat belts are required to be worn by all passengers in the vehicle including driver.
2. Drivers are required to follow posted speed limits.
3. Keys need to be picked up at the bus barn during operational hours.
4. Pre-trip & post trip documentation must be filled out per trip by driver of vehicle.
5. Drivers are required to follow the laws of hours of service.
6. Drivers are required to fill out the DOT grid if they are on an overnight trip for compliance of hours of service.
7. Driver of vehicle shall be responsible for removal of all trash.
8. Drivers will stop for bathroom breaks at rest stops, convenience stores, etc. only! No Stopping alongside the roadway!
9. Drivers will stop at acceptable destinations appropriate for students.
10. Driver shall not allow students to eat in the Suburban. This is due to choking hazard. Driver will not be able to assist the student that is choking.
11. Sodas must be in plastic bottles that have lids to prevent spilling.
12. Check out fuel card from Admin. Building if you know that you will need to fuel up the suburban during the course of your trip.
13. If driver receives any form of motor vehicle tickets (speeding, parking, etc) driver is required to pay fines out of their own pocket. This is not reimbursable.
14. Drivers in Colorado are not allowed to wear headphones while they are driving under any circumstance.
15. Cell phones may be used only when you are stopped at a location that is not on the roadway. Pull as far over to the right as you can prior to using a cell phone. If you are still on a highway/road make sure that you have the hazard lights on. Proceed with the call, turn off hazards, make appropriate signal, and then return to roadway.

16. When you pick up or drop off your suburban, please make sure that you double check to make **sure that the automatic garage doors have closed properly. If they haven't and you** need assistance please call the maintenance department and report it.
17. Never leave the keys in the vehicle. Insurance will not pay for a loss if keys are left in vehicles. Never leave the keys in the vehicle when you have students in the vehicle. You may only leave keys in vehicles when you are returning the vehicle to the garages. Subaru keys may be locked inside the Subaru upon returning to the Admin. Building as long as you lock the doors.
18. Insurance, Registrations, Accident Forms & Emergency Phone Numbers are located in the glove compartment of each vehicle if needed.
19. Suburban Drivers must bring the vehicle back to the bus barn, where it was taken from on the scheduled day of return.

Field Trip Requirements for Teachers / Coaches

Introduce yourself to the bus driver.

1. Teachers/Coaches should always be 100% in control of student behavior on the bus.
2. Teachers/Coaches shall always have high expectations for the students.
3. One or (more) teachers / coaches are required to sit near the rear of the bus.
4. Duties for the teacher / coach include:
 - a) Getting the students seated promptly in the bus.
 - b) Keeping the students seated properly (facing forward, feet on the floor, etc.)
 - c) Assist the driver in maintaining a tolerable noise level.
 - d) Take charge of supplies and lunches (when needed) at the destination.
 - e) Make sure students are loaded at the appointed departure time.
 - f) Take charge of unloading students at the school upon returning to make sure all items and all trash is removed from the bus.
5. All chaperones on the bus are required to help the teachers/ coaches with:
 - a) The student seating requirements during the entire trip.
 - b) Assist with maintaining a tolerable noise level.
 - c) Assist the teacher/coaches with removal of supplies and lunches (if needed)
 - d) Assist the teacher/coaches with the loading & unloading of students.
 - e) Assist the teacher/coaches by checking for items left behind and trash removal upon returning to the school.
6. Teachers/Coaches should never leave students unattended on the bus. Bus Drivers are not in charge of the students. Students will not be allowed on the buses anytime they are unattended.
7. Teachers/Coaches shall not allow students to eat on the bus. Bus drivers may be willing to work with you provided that you & students remain responsible for cleaning of the bus (Spilled soda, melted ice cream etc.) Always talk to bus driver about this matter before you leave the school.
8. If boys and girls are traveling together they are required to stay separated by same gender assignments. (in the upper grades)

9. Teachers/Coaches are to keep isles clear of all backpacks, equipment, etc. during the course of the field trip.
10. Teachers/Coaches should request a phone number from the bus driver should an emergency situation arise, if bus driver is not required to stay on location.
11. Bus drivers are not required to stay on location. Colorado Law requires that a bus driver cannot work more than 14 hours a day with a 10 hour off period. The 10 hour off time has to have a minimum 6 hour consecutive time period in the course of a 24 hour day.
12. Coaches: Do not allow students to undress and dress on the bus before or after an athletic event. No cleats are allowed to be worn on the bus. Please have students put cleats on after getting off the bus.
13. Coaches/Teachers: Do not leave students unattended upon returning to Leadville, you are required to stay with students until all parents have arrived to pick up their child.
14. Coaches/Teachers: Please do not allow students to carry on loose items such as pens, pencils or sticks (i.e.: candy/suckers). Please watch for loose shoe laces. These are safety hazards in an accident or loading and unloading the bus.

Discipline Procedures on Field Trips

1. Students are expected to follow the same rules as in the classroom with a few minor changes.
2. If students do not follow the rules of the bus,
 - a) Major Offensives should be taken up with the building principal and should also include a transportation consequence.
 - b) Student should be written up & placed under the bus consequence procedure for minor offenses.
3. Teachers/Coaches need to verify names of students for referrals.

REMEMBER ALL TRANSPORTATION IS A PRIVILEGE!

Consequences for Transportation for High School and Intermediate Students

- | | |
|----------------------------|-------------------------------------|
| 1) First written referral | Verbal Warning |
| 2) Second written referral | 7 days suspended from bus |
| 3) Third written referral | 21 days suspended from bus |
| 4) Fourth written referral | Suspended for remaining school year |

Consequences for Transportation of West Part and Pitts Students

- | | |
|----------------------------|-------------------------------------|
| 1) First written referral | Verbal Warning |
| 2) Second written referral | 3 days suspended from bus |
| 3) Third written referral | 7 days suspended from bus |
| 4) Fourth written referral | Suspended for remaining school year |

Field Trips Food Procedures

1. Give students instructions on food procedures prior to field trip.
2. Always talk with the bus driver concerning foods that will be needed for health issues prior to bus departure.(i.e. Diabetic)
3. Be considerate of the Bus Drivers. Please allow time in your schedules for the Bus Drivers to eat. (See Field Trip Questionnaire #6-8).
4. Absolutely No Eating Allowed: Gum, Sunflower Seeds, (including all nuts with shells), or candy. These items are especially dangerous due to hazard of choking and also difficult to clean seats and floors on buses.
5. All drinks must be in bottles that have a screw on lids. All drinks in Styrofoam or paper cups with lids are not acceptable. Leftover or spilled ice and beverage leaks through the trash bags and gets on the floor of the bus and in the heat vents which causes foul odors later.
6. Ice cream needs to be entirely eaten and disposed of before students get back on the bus. When thrown in trash, it melts through and causes a sticky floor which could potentially cause hazard of tripping.
7. Trash bags should be taken off the bus by teacher/students at point of destination, (Per CDE Regulations-Unit 3-pg.22-New driver trip training-#2b-all bullets). Bus drivers are not solely responsible for removal of food trash.
8. Please supervise students who are not following the rules and sneaking food and eating on the bus. Please encourage your students to eat at the destination point
9. Litter from eating on the bus poses safety hazards such as items rolling under the brake or accelerator pedals.

REMEMBER: BUS DRIVERS NEED TO WATCH THE ROAD TO ENSURE A SAFE TRIP , NOT WATCH FOR CHOKING STUDENTS ON THE BUS!

Field Trip Questionnaire
**Please complete this questionnaire and return it with
Transportation Request Form.**

1) Trip Date _____

2) What time will you be leaving the school?

3) What school or door location will the bus need to be at for pick-up?

4) What time will you be returning to school?

5) What is your field trip date? _____

6) Will you have directions for your location?

7) Will you be stopping for a meal?

8) Does the bus driver need to bring a meal(s) or will a meal(s) be provided?

9) Where will you be stopping for your meal(s)?

10) Will the bus driver be required to stay on location?

11) Will there be room on the bus, for the bus driver to bring a guest?

12) If trip is an over- night, have you provided the bus driver with a room to get their required 8
hour sleep time?

Teacher / Coach in charge of discipline on bus:

Your contact number should a question arise:

What to do if you are involved in an accident

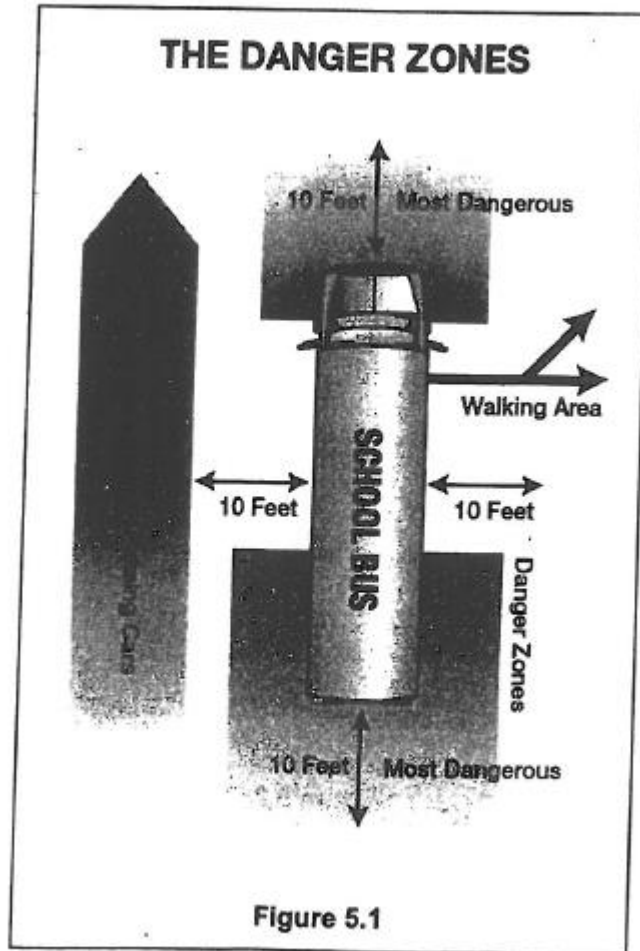
- 1) Keep Calm**
- 2) If possible try to get to the far right of the roadway.**
- 3) DO NOT LEAVE THE SCENE OF THE ACCIDENT unless directed to do so by law enforcement.**
- 4) Call 911 (Stay on the line until told to do other wise)**
- 5) Provide assistance to any one that is injured**
- 6) Get Information/Witness's etc. Fill out the "What to do in case of an accident" information sheet while you have the accident fresh in your mind.**
- 7) Do not argue or admit liability**
- 8) Do not discuss your insurance limits**
- 9) Notify the school of an accident. School will notify parents and get a wrecker & alternative transportation if needed.**
- 10) You will need to notify the transportation department and fill out paper work for CDE and our Insurance Pool**
- 11) Colorado Law requires that an accident in which any person is killed or injured or in which damage is \$2500.00 or more be reported to the Colorado Department of Revenue in writing on their forms within 20 days of the accident.**

Teacher / Coaches School Bus Evacuation Procedures

1. Bus driver will announce "remain seated, emergency evacuation, front door/ rear door/ emergency windows"
2. Remain calm, listen to bus driver
3. Assist by getting fire extinguisher and first aid kit. Assign them to closest students.
4. Assist students unloading (especially if using rear door exit) and guide them to at least 250 feet away from bus (roadway) to a safe area.
5. Call 911 if injuries have been sustained.
6. Start First Aid/ CPR if needed.
7. Help find witness if evacuation was necessitated by an accident.
8. Contact school to report Evacuation/ Accident if needed.

TRANSPORTATION DIAGRAMS

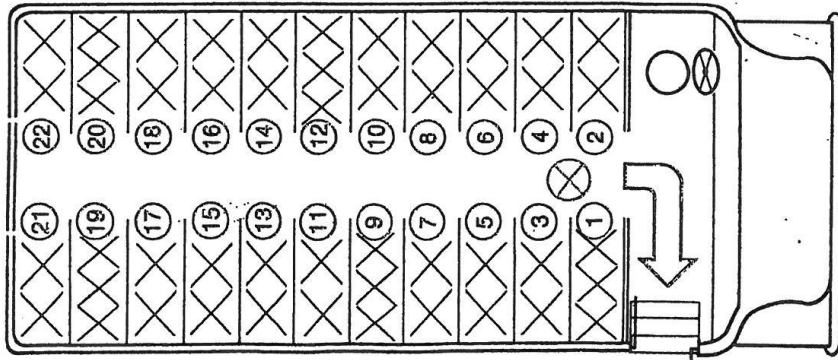
Driver's License Manual



SCHOOL BUS EMERGENCY EVACUATION DRILL

FRONT DOOR

- X STUDENTS
- ⊗ DRIVER
- ① UNLOADING SEQUENCE
- ➡ EXIT ROUTE



Special Note: Windows sealed in rubber are emergency exits and can be pushed out with minimum effort.

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DRIVER PROCEDURES

1. Secure vehicle
 - set parking brake
 - turn off engine
 - remove key
2. Stand facing students
 - get student's attention
 - give clear and concise instructions
 - announce "REMAIN SEATED, EMERGENCY EVACUATION DRILL, FRONT DOOR"
3. Open front door
4. Instruct students to exit through front door, stay in line, and move to a safe spot approximately 250 feet from bus and off of the roadway.
 - stress order and quickness — no shoving or shouting
 - position self in aisle behind first row of seats
 - students in first seat on the door side exits first
 - followed by first seat behind the driver's seat
5. Driver backs down the aisle making sure each seat unloads in turn
 - alternate evacuating seats until bus is empty
 - driver will now be in rear of bus
6. Driver moves from rear to front of bus
 - check each seat for students
7. Pick up first aid kit and join students

Trained, mature student helpers, if on bus, can be very helpful in conducting Evacuation Drills. Use buddy system — assign dependable students to help younger students.

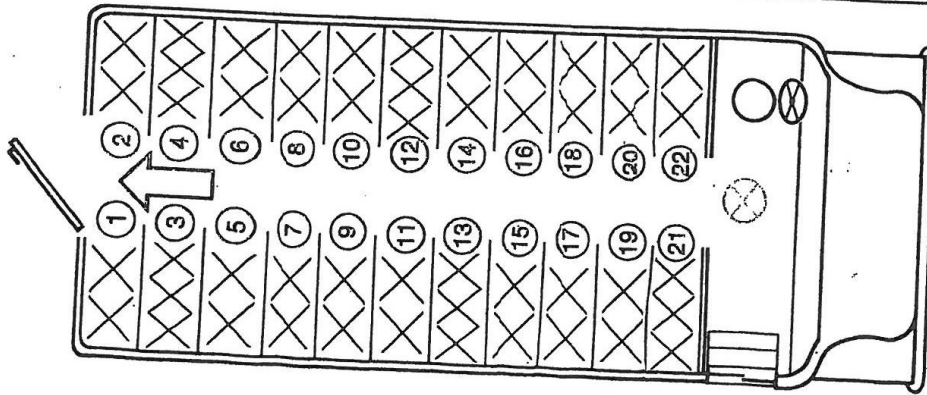


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EVACUATION DRILL REAR DOOR



- X STUDENTS
- ⊗ DRIVER
- ① UNLOADING SEQUENCE
- ⇒ EXIT ROUTE



Special Instructions: A bus of primary students may require the driver to open emergency door and assist students.

Special Note: Windows sealed in rubber are emergency exits and can be pushed out with minimum effort.

DRIVER PROCEDURES

1. Secure vehicle
 - set parking brake
 - turn off engine
 - remove key
2. Stand facing students
 - get student's attention
 - give clear and concise instructions
 - announce "REMAIN SEATED, EMERGENCY EVACUATION DRILL, REAR DOOR"
3. Instruct student helpers seated next to rear emergency exit, to open emergency door, exit and take position on each side of door to assist students during evacuation
4. Instruct students in the rear most seats to exit through the emergency door, followed by next rear most seats (see diagram), remain in line and move to a safe spot approximately 250 feet from the bus
 - stress order, quickness
 - driver remains in front of the bus
 - student helpers assist students out of the bus
 - students unload the bus by alternate seats from rear to front
 - helpers follow last student to exit
5. Driver picks up first aid kit and exits through emergency door
 - driver checks seats for students while moving toward emergency exit
 - driver joins students

Trained, mature student helpers are desirable and very helpful in conducting Evacuation Drills.

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The Center Employee Guidelines

Acknowledgement of Receipt & At-Will Employment

I acknowledge that I have received a copy of The Center’s Employee Guidelines. I understand that The Center’s Employee Guidelines are not a contract and impose no legal obligation of any kind on The Center or Lake County School District.

Unless I am working under a written employment contract with Lake County School District, I understand that my employment with The Center is at-will, and may be terminated by me or by The Center without prior notice at any time, without any procedure, hearing or formality, for any reason **or no reason, and with The Center’s sole obligation being payment of wages earned and benefits** vested, if any, through the last day worked.

I understand that the at-will nature of my employment cannot be modified by any writing, by any oral communication, or by custom, habit or practice; and that I am neither aware of, nor have I continued my employment in reliance on, any such modification, oral or written or on any other promise.

In the event of conflict between this acknowledgement and any other statement, oral or written, present or future, concerning the terms and conditions of my employment at The Center, I understand and agree that the at-will relationship confirmed by this acknowledgement shall control.

I have had an opportunity to review The Center Employee Guidelines and to ask any questions that I may have concerning its provisions.

Staff member’s name (printed): _____

Staff member’s signature: _____

Date: _____

Employee ID #: _____

**STATE OF
COLORADO**



**Lake County School
District R1
In
Lake County**

I, Bunny Taylor, Designated Election Official, within and for Lake County School District R1, do hereby certify that at the Regular Biennial School Election on November 5, 2019, the following three (3) candidates received the highest number of votes cast for the office of School Director in and for said School District:

1. Eudelia Contreras (1,056 votes)
2. Danielle “Ellie” Solomon (1,000 votes)
3. Rodman “Rod” J. Weston Jr. (973 votes)

Additionally, Ballot Issue 4A was approved by the voters by a vote of:
1,240--For
718--Against

BALLOT ISSUE 4A:

SHALL LAKE COUNTY SCHOOL DISTRICT NO. R-1 DEBT BE INCREASED \$13,870,450, WITH A REPAYMENT COST OF UP TO \$22,250,000, AND SHALL DISTRICT TAXES BE INCREASED UP TO \$1,115,000 ANNUALLY BY THE ISSUANCE AND PAYMENT OF GENERAL OBLIGATION BONDS TO PROVIDE LOCAL MATCHING MONEY REQUIRED FOR THE DISTRICT TO RECEIVE APPROXIMATELY \$20,805,000 IN STATE GRANT FUNDS UNDER THE BUILDING EXCELLENT SCHOOLS TODAY (“BEST”) PROGRAM TO FINANCE THE COSTS OF:

- CONSTRUCTING, EQUIPPING, AND FURNISHING A NEW ELEMENTARY SCHOOL FACILITY ON THE SITE OF THE EXISTING SCHOOL, INCLUDING THE DEMOLITION OF EXISTING FACILITY;

WHICH STATE FINANCIAL ASSISTANCE WOULD NOT BE REQUIRED TO BE REPAID AND WHICH WILL BE DISTRIBUTED TO OTHER SCHOOL DISTRICTS IF THIS BALLOT ISSUE DOES NOT PASS;

AND TO THE EXTENT REMAINING FUNDS ARE AVAILABLE, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, REPAIRING AND IMPROVING DISTRICT CAPITAL ASSETS AS AUTHORIZED BY LAW, WITH SUCH GENERAL OBLIGATION BONDS TO SOLD TO INVESTORS OR ISSUED TO THE STATE TREASURER UNDER THE “BEST” PROGRAM, SUCH BONDS TO BEAR INTEREST, MATURE, BE SUBJECT TO REDEMPTION, WITH OR WITHOUT PREMIUM OF NOT MORE THAN THREE PERCENT, AND BE ISSUED AT SUCH TIME, AT SUCH PRICE (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS, NOT INCONSISTENT WITH THIS BALLOT ISSUE,

AS THE BOARD OF EDUCATION MAY DETERMINE, AND SHALL AD VALOREM PROPERTY TAXES BE LEVIED WITHOUT LIMIT AS TO THE MILL RATE TO GENERATE AN AMOUNT SUFFICIENT IN EACH YEAR TO PAY THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT AND ANY REFUNDING DEBT AND TO FUND ANY RESERVES FOR THE PAYMENT THEREOF, PROVIDED THAT ANY REVENUE PRODUCED BY SUCH MILL LEVY SHALL NOT EXCEED \$1,115,000 ANNUALLY?

The final abstract of votes is attached hereto.

I have hereunto set my hand and Official Seal,

this 12th day of November, 2019.

Signature

Lake County School District, Designated Election Official

Election Summary Report

General Election

Lake

November 05, 2019

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups

Precincts Reported: 0 of 7 (0.00%)

Voters Cast: 2,020 of 5,292 (38.17%)

DIRECTOR (Vote for 3)

Precincts Reported: 0 of 6 (0.00%)

		Total	
Times Cast		2,010 / 5,292	37.98%
Candidate	Party	Total	
Danielle "Ellie" Solomon		1,000	
Eudelia Contreras		1,056	
Rodman "Rod" J. Weston Jr.		973	
Total Votes		3,029	
		Total	
Unresolved Write-In		0	

Colorado Mountain College District - Board of Trustees Director District 2 (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total	
Times Cast		2,010 / 5,292	37.98%
Candidate	Party	Total	
Mary Nelle Axelson		542	
Marianne Virgili		701	
Total Votes		1,243	
		Total	
Unresolved Write-In		0	

Colorado Mountain College District - Board of Trustees Director District 4 (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total	
Times Cast		2,010 / 5,292	37.98%
Candidate	Party	Total	
Patricia J. Theobald		1,154	
Total Votes		1,154	
		Total	
Unresolved Write-In		0	

Colorado Mountain College District - Board of Trustees Director District 5 (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total	
Times Cast		2,010 / 5,292	37.98%
Candidate	Party	Total	
Bob Kuusinen		1,137	
Total Votes		1,137	
		Total	
Unresolved Write-In		0	

Colorado Mountain College District - Board of Trustees Director District 6 (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total	
Times Cast		2,010 / 5,292	37.98%
Candidate	Party	Total	
Bob Hartzell		1,175	
Christine Whittington		462	
Total Votes		1,637	
		Total	
Unresolved Write-In		0	

Colorado Mountain College District - Board of Trustees Director District 7 (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total	
Times Cast		2,010 / 5,292	37.98%
Candidate	Party	Total	
Chris Romer		1,163	
Total Votes		1,163	
		Total	
Unresolved Write-In		0	

Proposition CC (Statutory) (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total	
Times Cast		2,010 / 5,292	37.98%
Candidate	Party	Total	
YES/FOR		910	
NO/AGAINST		1,042	
Total Votes		1,952	
		Total	
Unresolved Write-In		0	

Proposition DD (Statutory) (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total	
Times Cast		2,010 / 5,292	37.98%
Candidate	Party	Total	
YES/FOR		966	
NO/AGAINST		979	
Total Votes		1,945	
		Total	
Unresolved Write-In		0	

BALLOT ISSUE 4A (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total	
Times Cast		2,010 / 5,292	37.98%
Candidate	Party	Total	
YES/FOR		1,240	
NO/AGAINST		718	
Total Votes		1,958	
		Total	
Unresolved Write-In		0	

COLORADO MOUNTAIN COLLEGE DISTRICT 7A (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total	
Times Cast		2,010 / 5,292	37.98%
Candidate	Party	Total	
Yes/For		1,442	
No/Against		454	
Total Votes		1,896	
		Total	
Unresolved Write-In		0	

SYLVAN LAKES METROPOLITAN DISTRICT 6A (Vote for 1)

Precincts Reported: 0 of 2 (0.00%)

		Total
Times Cast		38 / 45 84.44%
Candidate	Party	Total
YES/FOR		23
NO/AGAINST		15
Total Votes		38
		Total
Unresolved Write-In		0

SYLVAN LAKES METROPOLITAN DISTRICT 6B (Vote for 1)

Precincts Reported: 0 of 2 (0.00%)

		Total
Times Cast		38 / 45 84.44%
Candidate	Party	Total
YES/FOR		16
NO/AGAINST		22
Total Votes		38
		Total
Unresolved Write-In		0

OATH OF OFFICE
School Board Director

On this 12th day of November, 2019, I, Eudelia Contreras, having been duly appointed as a director of the Board of Education, Lake County School District, Colorado, do solemnly swear that I will faithfully perform the duties of the office of school director as required by law and will support the Constitution of the United States, the constitution of the State of Colorado, and the laws made pursuant thereto.

Eudelia Contreras

The foregoing oath was administered by me, an officer authorized to administer oaths, this 12th day of January, 2019.

Noreen Flores

Notary Public

Title

328 West 5th Street, Leadville, CO 80461

Address

My Commission Expires: February 1, 2023

STATE OF COLORADO
COUNTY OF LAKE

AFFIDAVIT

I, Eudelia Contreras, being first duly sworn, do state and affirm the following:

1. I am a member of the Board of Education of Lake County School District.
2. I am aware of and will comply with the confidentiality requirements and restrictions applicable to executive sessions of the Board, as described in C.R.S. § 24-6-402.
3. I will comply with these confidentiality requirements regardless of whether I participate in executive session in person or electronically in accordance with board policy adopted pursuant to C.R.S. § 22-32-108 (7).

By: _____
(Name)

Subscribed and sworn to before me this 12th day of November, 2019, by Eudelia Contreras. Witness my hand and official seal.

By: _____
Notary Public

My commission expires: February 1, 2023.

(Seal)

OATH OF OFFICE
School Board Director

On this 12th day of November, 2019, I, Danielle (Ellie) Solomon, having been duly appointed as a director of the Board of Education, Lake County School District, Colorado, do solemnly swear that I will faithfully perform the duties of the office of school director as required by law and will support the Constitution of the United States, the constitution of the State of Colorado, and the laws made pursuant thereto.

Danielle (Ellie) Solomon

The foregoing oath was administered by me, an officer authorized to administer oaths, this 12th day of January, 2019.

Noreen Flores

Notary Public

Title

328 West 5th Street, Leadville, CO 80461

Address

My Commission Expires: February 1, 2023

STATE OF COLORADO
COUNTY OF LAKE

AFFIDAVIT

I, Danielle (Ellie) Solomon, being first duly sworn, do state and affirm the following:

1. I am a member of the Board of Education of Lake County School District.
2. I am aware of and will comply with the confidentiality requirements and restrictions applicable to executive sessions of the Board, as described in C.R.S. § 24-6-402.
3. I will comply with these confidentiality requirements regardless of whether I participate in executive session in person or electronically in accordance with board policy adopted pursuant to C.R.S. § 22-32-108 (7).

By: _____
(Name)

Subscribed and sworn to before me this 12th day of November, 2019, by Danielle (Elle) Solomon. Witness my hand and official seal.

By: _____
Notary Public

My commission expires: February 1, 2023.

(Seal)

OATH OF OFFICE
School Board Director

On this 12th day of November, 2019, I, Rodman "Rod" J. Weston Jr, having been duly appointed as a director of the Board of Education, Lake County School District, Colorado, do solemnly swear that I will faithfully perform the duties of the office of school director as required by law and will support the Constitution of the United States, the constitution of the State of Colorado, and the laws made pursuant thereto.

Rodman "Rod" J. Weston Jr

The foregoing oath was administered by me, an officer authorized to administer oaths, this 12th day of January, 2019.

Noreen Flores

Notary Public_____

Title

328 West 5th Street, Leadville, CO 80461 _

Address

My Commission Expires: February 1, 2023

STATE OF COLORADO
COUNTY OF LAKE

AFFIDAVIT

I, Rodman "Rod" J. Weston Jr., being first duly sworn, do state and affirm the following:

1. I am a member of the Board of Education of Lake County School District.
2. I am aware of and will comply with the confidentiality requirements and restrictions applicable to executive sessions of the Board, as described in C.R.S. § 24-6-402.
3. I will comply with these confidentiality requirements regardless of whether I participate in executive session in person or electronically in accordance with board policy adopted pursuant to C.R.S. § 22-32-108 (7).

By: _____
(Name)

Subscribed and sworn to before me this 12th day of November, 2019, by Rodman "Rod" J. Weston Jr. Witness my hand and official seal.

By: _____
Notary Public

My commission expires: February 1, 2023.

(Seal)

*Lake County School District
328 West 5th Street
Leadville, CO 80461
719-486-6800*

RESOLUTION NO. 20-07

WHEREAS, Lake County School District has been accredited by the Colorado Department of Education; and

WHEREAS, the local board of education is required to accredit local schools;

THEREFORE, the Board of Education of Lake County School District R-1 accredits Lake County Early College with Insufficient State Data: small tested population; Lake County High School with an Improvement Plan; Lake County Intermediate School with Priority Improvement Plan; and West Park Elementary with an Improvement Plan for the 2019-2020 school year.

Secretary

President

Dated: November 12, 2019

RESOLUTION NO 20-08

A RESOLUTION OF THE BOARD OF EDUCATION OF LAKE COUNTY SCHOOL DISTRICT R-1, LAKE COUNTY, COLORADO AUTHORIZING THE STATE OF COLORADO BUILDING EXCELLENT SCHOOLS TODAY SITE LEASE OF THE DISTRICT, THE STATE OF COLORADO BUILDING EXCELLENT SCHOOLS TODAY SUBLEASE OF THE DISTRICT, A TAX COMPLIANCE CERTIFICATE AND OTHER DOCUMENTS AND ACTIONS RELATED THERETO.

WHEREAS, Lake County School District R-1, Lake County, Colorado (the “District”) is a duly organized and validly existing school district, political subdivision and body corporate of the State of Colorado (the “State”); and

WHEREAS, the District owns, or as of the closing date will own, the Leased Property described in the State of Colorado Building Excellent Schools Today Site Lease of the District (the “Site Lease”) by and between the District and Zions Bancorporation, National Association, as Trustee; and

WHEREAS, pursuant to § 22-32-110, Colorado Revised Statutes, the Board of Education of the District (the “Board”) has the power and authority to lease, rent and otherwise convey property of the District; and

WHEREAS, pursuant to the provisions of Title 22, Article 43.7, Colorado Revised Statutes (the “Act”), the State, acting by and through the Treasurer of the State (the “Treasurer”), is authorized, upon the instruction of the Public School Capital Construction Assistance Board (the “Assistance Board”), to enter into lease-purchase agreements on behalf of the State to finance public school facility capital construction projects for which the Assistance Board has recommended and the State Board of Education (the “State Board”) and the Capital Development Committee have approved, the provision of financial assistance; and

WHEREAS, pursuant to the provisions of § 22-43.7-110, Colorado Revised Statutes, the Treasurer, and the Assistance Board, upon written authorization of the Treasurer, enter into a sublease-purchase agreement on behalf of the State with the applicant receiving such financial assistance; and

WHEREAS, the District has applied for financial assistance, the Assistance Board has recommended financial assistance for the District, and the State Board and Capital Development Committee have approved financial assistance for the District to complete capital construction projects with respect to property owned by the District (the “Project”); and

WHEREAS, in order to receive financial assistance from the Assistance Board, it is necessary for the District to enter into the Site Lease and a State of Colorado Building Excellent Schools Today Sublease (the “Sublease”) by and between the District and the State, acting by and through the Treasurer and the Assistance Board, a Tax Compliance Certificate (the “Tax Compliance Certificate”) and related documents, and, by separate Resolution of the District, contribute Matching Moneys toward the Project by the execution of a Matching Moneys Bond to the State; and

WHEREAS, the Board of Education of the District desires to authorize the Project and the execution, delivery and performance of the Site Lease, the Sublease, the Tax Compliance Certificate and all other documents executed and delivered in connection therewith or the Project (collectively, the “District Documents”) in order to receive financial assistance under the Act; and

WHEREAS, the financial assistance received by the District will be used to fund the Project, as more fully set forth in the Sublease, which is essential to the governmental functions of the District and necessary to the health, safety and welfare of the students who attend public schools within the District.

THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE DISTRICT:

Section 1. Authorization of the Project and the District Documents. The Board hereby authorizes the Project and authorizes the execution, delivery and performance by the District of the District Documents, in the forms made available to the Board at or prior to this meeting, with such changes thereto, not inconsistent herewith, as are determined to be necessary or convenient by the person signing the same or as subsequently requested by the Treasurer or the Assistance Board. The President and the Secretary or any Assistant Secretary of the Board are hereby authorized and directed to execute and deliver the District Documents and to take any actions necessary or convenient to implement the Project and to comply with the District Documents. The District Documents are to be executed in substantially the form presented at or prior to this meeting of the Board, provided that such documents may be completed, corrected, or revised as deemed necessary and approved by the officer of the District executing the same in order to carry out the purposes of this Resolution or as subsequently requested by the Treasurer or the Assistance Board. Upon execution of the District Documents, the covenants, agreements, recitals, and representations of the District therein shall be effective with the same force and effect as if specifically set forth herein, and such covenants, agreements, recitals, and representations are hereby adopted and incorporated herein by reference.

Section 2. Ratification and Approval of Prior and Future Actions. All prior and future actions taken by the officers of the District and the members of the Board not inconsistent with the provisions of this Resolution relating to the Project and the District Documents are hereby ratified, approved, and confirmed. Such agreements, certificates and documents shall include, but not be limited to, such agreements, certificates and documents as may be required for the District to obtain the standard form of title and property insurance for the leased property and Projects.

Section 3. Repealer. All orders, bylaws and resolutions of the District, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 4. Headings. The headings to the various sections and paragraphs to this Resolution have been inserted solely for the convenience of the reader, are not a part of this Resolution, and shall not be used in any manner to interpret this Resolution.

Section 5. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision

hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 6. Effective Date. This Resolution shall be in full force and effect immediately upon adoption by the Board.

ADOPTED AND APPROVED this 12 day of November, 2019.

[SEAL]

LAKE COUNTY SCHOOL DISTRICT R-1,
LAKE COUNTY, COLORADO

Attest: _____
Secretary

By: _____
President

**STATE OF COLORADO
BUILDING EXCELLENT SCHOOLS TODAY
SUBLEASE OF LAKE COUNTY SCHOOL DISTRICT R-1**

by and between

**STATE OF COLORADO,
acting by and through the State Treasurer,**

and

**PUBLIC SCHOOL CAPITAL CONSTRUCTION ASSISTANCE BOARD,
acting on behalf of the State of Colorado,
both as sublessor**

and

**Lake County School District R-1,
as the Sublessee**

Dated as of December 5, 2019

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**STATE OF COLORADO
BUILDING EXCELLENT SCHOOLS TODAY
SUBLEASE OF LAKE COUNTY SCHOOL DISTRICT R-1**

This State of Colorado Building Excellent Schools Today Sublease of Lake County School District R-1 (this “Sublease”) is dated as of December 5, 2019 and is entered into by and between the State of Colorado, acting by and through the State Treasurer, and the Public School Capital Construction Assistance Board, acting on behalf of the State (collectively, the “State”), both as sublessor, and Lake County School District R-1, as sublessee (the “Sublessee”). *Capitalized terms used but not defined in this Sublease have the meanings assigned to them in the Glossary attached to the State of Colorado Building Excellent Schools Today Master Trust Indenture dated August 12, 2009, as such Glossary has been amended, supplemented and restated by the Glossary attached to the State of Colorado Building Excellent Schools Today Series 2019O Supplemental Trust Indenture dated December 5, 2019 and as it may further be amended, supplemented and restated from time to time.*

RECITALS

A. The Sublessee or the Sublessee’s Chartering Authority has leased the Leased Property to the Trustee pursuant to a Site Lease. The State Treasurer, on behalf of the State and on the instructions of the Assistance Board, has leased the Leased Property from the Trustee pursuant to the 2019O Lease.

B. The State, acting by and through the State Treasurer on the instructions of the Assistance Board set forth in Assistance Board Resolution No. 19-[] and as authorized under the Act, and the Assistance Board, acting on behalf of the State and as authorized under the Act, will sublease the Leased Property to the Sublessee pursuant to this Sublease; and the Sublessee is authorized by applicable law, its governing documents, if relevant, and action of its Governing Body to, and will, sublease the Leased Property from the State pursuant to this Sublease.

C. To satisfy the Sublessee’s obligation to pay Matching Moneys to the State with respect to the Sublessee’s Project, the Sublessee, in accordance with Article V hereof, has delivered a Matching Moneys Bond or agreed to pay cash, Matching Moneys Installment Payments or Base Rent to the State.

D. Proceeds of the 2019O Certificates issued pursuant to the Indenture will be used to finance the Project of the Sublessee.

AGREEMENT

For and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto hereby agree as follows:

ARTICLE I

CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

Section 1.01. Certifications, Representations and Agreements by State. The State hereby certifies, represents and agrees that:

(a) The State Treasurer, pursuant to § 22-43.7-110(2)(f) of the Act, has reviewed this Sublease and, by executing this Sublease, is providing written authorization to the Assistance Board to enter into it. The State Treasurer, acting on behalf of the State, is entering into this Sublease pursuant to the instructions of the Assistance Board set forth in Assistance Board Resolution No. 19-[].

(b) The State is authorized under the Act to lease the Leased Property to the Sublessee pursuant to this Sublease and to execute, deliver and perform its obligations under this Sublease.

(c) This Sublease has been duly executed and delivered by the State and is valid and binding obligation enforceable against the State in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) The execution, delivery and performance of the terms of this Sublease by the State does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the State is now a party or by which the State is bound, or constitute a default under any of the foregoing, violate any Requirement of Law applicable to the State, or, except as specifically provided in the 2019O Lease, the Indenture, this Sublease or the Sublessee's Site Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the State.

(e) There is no litigation or proceeding pending or threatened against the State or any other Person affecting the right of the State to execute, deliver or perform its obligations of the State under this Sublease.

Section 1.02. Certifications, Representations and Agreements by Sublessee. The Sublessee certifies, represents and agrees that:

(a) The Sublessee is an Eligible K-12 Institution and is duly organized, validly existing and in good standing under Colorado law. The Sublessee is authorized under applicable law, its governing documents, if relevant, and action of its Governing Body to sublease the Leased Property from the State pursuant to this Sublease and to execute, deliver and perform its obligations under this Sublease and, if applicable, the Sublessee's Matching Moneys Bond.

(b) The Sublessee's Project is a capital construction project as defined in the Act and all moneys requisitioned from the Sublessee's Project Account pursuant to Section 4.10 hereof will be used to pay costs of capital construction as defined in the Act.

(c) The execution, delivery and performance of this Sublease and, if applicable, the Sublessee's Matching Moneys Bond have been duly authorized by the Governing Body of the Sublessee.

(d) The Sublessee has received all approvals and consents required for the Sublessee's execution, delivery and performance of its obligations under this Sublease and, if applicable, the Sublessee's Matching Moneys Bond.

(e) This Sublease and, if applicable, the Sublessee's Matching Moneys Bond have been duly executed and delivered by the Sublessee and are valid and binding obligations enforceable against the Sublessee in accordance with their respective terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(f) The execution, delivery and performance of this Sublease and, if applicable, the Sublessee's Matching Moneys Bond do not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Sublessee is now a party or by which the Sublessee is bound, or constitute a default under any of the foregoing, violate any Requirement of Law applicable to the Sublessee, or, except as specifically provided in the 2019O Lease, the Indenture, this Sublease or the Site Lease pursuant to which the Leased Property is leased to the Trustee or, if applicable, the Sublessee's Matching Moneys Bond result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Sublessee.

(g) There is no litigation or proceeding pending or threatened against the Sublessee affecting the right of the Sublessee to execute, deliver or perform its obligations under this Sublease or, if applicable, the Sublessee's Matching Moneys Bond.

(h) The Sublessee will receive economic and other benefits by the subleasing of the Leased Property by the Sublessee pursuant to this Sublease. The initial Leased Property is, and any Leased Property substituted for the initial Leased Property will be, property that is necessary and essential to the purposes and operations of the Sublessee. The Sublessee expects that the Leased Property will adequately serve the needs for which it is being subleased throughout the Scheduled Sublease Term.

(i) The Sublessee's Proportionate Share of the Base Rent payable by the State under the 2019O Lease in each Fiscal Year during the Lease Term of the 2019O Lease is

not more than the fair value of the use of the Sublessee's Leased Property during such Fiscal Year.

(j) The sum of the Rent payable by the Sublessee under this Sublease and, as applicable, the principal, premium, if any, and interest payable by the Sublessee under its Matching Moneys Bond or the Matching Moneys Installment Payments payable by the Sublessee in each Fiscal Year during the Sublease Term is not more than the fair value of the use of the Sublessee's Leased Property during such Fiscal Year and does not exceed a reasonable amount so as to place the Sublessee under an economic compulsion to take one of the following actions in order to avoid forfeiting such excess (i) to continue this Sublease beyond any Fiscal Year, (ii) not to exercise its right to terminate this Sublease at any time through an Event of Nonappropriation or (iii) to exercise its option to purchase the Leased Property hereunder. The Sublessee's Purchase Option Price pursuant to Section 9.01 hereof is the Sublessee's current best estimate of the fair purchase price of the Leased Property that will be in effect at the time of exercise of the Sublessee's option to purchase the Leased Property pursuant to such Section. The Scheduled Sublease Term of this Sublease does not exceed the weighted average useful life of the improvements or any other real property improvements included in the Leased Property. In making the representations, covenants and warranties set forth above in this subsection and the immediately preceding subsection of this Section, the Sublessee has given due consideration to the Sublessee's Project, the purposes for which the Leased Property will be used by the Sublessee, the benefits to the Sublessee from the use of the Leased Property, the Sublessee's option to purchase the Leased Property hereunder and the terms of this Sublease governing the use of the Leased Property.

(k) The Sublessee presently intends and expects to continue the Sublease Term annually until title to the Leased Property is acquired by the Sublessee pursuant to this Sublease; but this representation does not obligate or otherwise bind the Sublessee.

(l) The Sublessee is not aware of any current violation of any Requirement of Law relating to the Leased Property and accepts full responsibility for any prior or future violations of any Requirement of Law relating to environmental issues relating to the Leased Property.

(m) The Governing Body of the Sublessee has appropriated sufficient moneys to pay the Additional Rent estimated to be payable hereunder in the current Fiscal Year and, as applicable, the Base Rent, the principal and interest payable under its Matching Moneys Bond or the Matching Moneys Installment Payments payable in the current Fiscal Year.

(n) The certifications, representations and agreements with respect to federal income tax matters set forth in the Tax Compliance Certificate executed and delivered by the Sublessee in connection with the execution and delivery of this Sublease are hereby incorporated in this Sublease as if set forth in full in this subsection.

(o) The Sublessee has not, except as otherwise specifically provided herein, entered into any agreement or arrangement to transfer to any Person all or any portion of

its interest in the Leased Property or to any fee title that it may obtain in the real estate to which the Leased Property relates.

ARTICLE II

DEMISING CLAUSE; ENJOYMENT OF LEASED PROPERTY

Section 2.01. Demising Clause. The State demises and leases the State's leasehold estate under the 2019O Lease in the land described in Exhibit A hereto (the "Land" for purposes of this Sublease) and the buildings, structures and improvements now or hereafter located on the Land (together with the Land, the "Leased Property" for purposes of this Sublease) to the Sublessee in accordance with the terms of this Sublease, subject only to Permitted Encumbrances, to have and to hold for the Sublease Term.

Section 2.02. Enjoyment of Leased Property. The State covenants that, during the Sublease Term and so long as no Event of Default hereunder shall have occurred, the Sublessee shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the State, except as expressly required or permitted by this Sublease.

ARTICLE III

SUBLEASE TERM; TERMINATION OF SUBLEASE TERM

Section 3.01. Sublease Term.

(a) The Sublease Term is the Initial Term and successive one-year Renewal Terms, subject to subsection (b) of this Section.

(b) The Sublease Term shall expire upon the earliest of any of the following events:

(i) termination of the 2019O Lease in accordance with its terms;

(ii) June 30 of the Initial Term or June 30 of any Renewal Term during which, in either case, an Event of Nonappropriation under this Sublease has occurred; or

(iii) termination of this Sublease following an Event of Default under this Sublease in accordance with Section 12.02(a) hereof.

Section 3.02. Effect of Termination of Sublease Term. Upon termination of the Sublease Term:

(a) all unaccrued obligations of the Sublessee under this Sublease shall terminate, but all such obligations of the Sublessee that have accrued hereunder prior to such termination shall continue until they are discharged in full;

(b) if the termination occurs because of the occurrence of an Event of Nonappropriation or an Event of Default under this Sublease or because of the termination of the 2019O Lease as a result of an Event of Nonappropriation or an Event of Default under the 2019O Lease, the Sublessee's right to possession of the Leased Property hereunder shall terminate and (i) the Sublessee shall, within 90 days, vacate the Leased Property; and (ii) if and to the extent the Governing Body of the Sublessee has appropriated funds for payment of Base Rent, if applicable, and Additional Rent payable during, or with respect to the Sublessee's use of the Leased Property during, the period between termination of the Sublease Term and the date the Leased Property is vacated pursuant to clause (i), the Sublessee shall pay Base Rent, if applicable, to the State and Additional Rent to the Person entitled thereto; and

(c) the obligations of the Sublessee to make payments under the Sublessee's Matching Moneys Bond or Matching Money Installment Payments, as applicable, shall continue until, as applicable, all amounts payable under the Sublessee's Matching Moneys Bond have been paid or the Sublessee's Matching Moneys Bond is redeemed or cancelled in accordance with its terms or all Matching Moneys Installment Payments have been paid.

Section 3.03. Cancellation of Sublease by State. Notwithstanding any other provision hereof, the State, in its sole discretion, may cancel this Sublease at any time if, on or before December 5, 2019, (a) the Trustee has not received the title insurance policy for the Leased Property described in paragraph 1 of the form of Requisition attached as Appendix B to the 2019O Supplemental Indenture (which amends and restates in its entirety the form of Requisition attached to Appendix A to the Master Indenture) and (b) the Sublessee has not entered into and does not have a reasonable expectation that it will enter into one or more Project Contracts for the Sublessee's Project as described in paragraph 2 of the form of Requisition attached as Appendix B to the 2019O Supplemental Indenture (which amends and restates in its entirety the form of Requisition attached to Appendix A to the Master Indenture). The State shall deliver written notice to the Sublessee specifying the effective date of any such cancellation at least 15 days prior to the effective date of the cancellation. Upon cancellation, the Sublessee shall have no further rights under this Sublease, the State may direct the Trustee to use the moneys in the Sublessee's Project Account for the Costs of another Project or for any purpose permitted under the Indenture, the State shall cause the Trustee to cancel and release the Site Lease pursuant to which the Leased Property has been leased to the Trustee and the State shall return to the Sublessee any Matching Moneys paid to the State (including any principal or interest paid on the Sublessee's Matching Moneys Bond) and cancel and return to the Sublessee the Sublessee's Matching Moneys Bond.

ARTICLE IV

PROJECT

Section 4.01. Sublessee to Construct Project in Accordance with Specifications. The Sublessee shall construct the Project (the "Work") in accordance with the Specifications attached hereto as Exhibit B, with such changes in the Specifications, if any, that are approved by the

State in writing. In connection with the Work, Sublessee shall provide progress reports to the State prior to the last Business Day of each month.

Section 4.02. Completion Date.

(a) The Sublessee shall cause the Work to be done promptly and with due diligence and shall use its best efforts to cause the Completion Date to occur by the third anniversary of this Sublease (the “Scheduled Completion Date”). The “Completion Date” is the date the Sublessee delivers a certificate (the “Completion Certificate”) to the State and the Trustee (i) stating that to the best of the Sublessee’s knowledge, based upon the representations of contractors, architects, engineers, vendors or other consultants, (A) the Project has been completed in accordance with Section 4.01 hereof and (B) except for any amounts estimated by the Sublessee to be necessary for payment of any Costs of the Project not then due and payable and costs of the Project included in requisitions that have been submitted to the Trustee but have not yet been paid by the Trustee, all Costs of the Project have been paid; (ii) stating that the real property improved by the Project has been insured in accordance with Section 7.01 hereof in the dollar amount set forth in such certificate or the certificate of insurance attached thereto; and (iii) to which is attached a certificate of insurance in which the insurer certifies that the real property improved by the Project has been insured by such insurer in the dollar amount set forth therein.

(b) If the Completion Date does not occur by the Scheduled Completion Date for any reason other than Force Majeure, the State or the Trustee, with the consent of the State, may, but shall not be required to, retain a Person other than the Sublessee to complete the Project and recover from the Sublessee all reasonable costs incurred by or on behalf of the State or the Trustee in completing the Project.

Section 4.03. Contractor Guarantees. The Sublessee shall cause each Contractor with which the Sublessee contracts directly to guarantee all Work performed by it or any subcontractor or other Person performing Work on its behalf against defective workmanship and materials for a period of one year after the Completion Date, provided that such one year period shall not begin with respect to any item that is not completed on the Completion Date until such item is completed. The Sublessee shall assign to the State any guarantee of workmanship and materials which it may receive but shall retain the right to enforce such guarantee directly.

Section 4.04. Performance and Payment Bonds. The Sublessee shall require that each Contractor provide a performance bond and a separate labor and material payment bond, each of which shall (a) be executed by a corporate surety licensed to do business in the State, (b) be in customary form, (c) be in the amount payable to such Contractor pursuant to its Project Contract and (d) be payable to the Sublessee. If, at any time prior to completion of the Work covered by any such bond, the surety shall be disqualified from doing business within the State, a new bond shall be provided from an alternate surety licensed to do business in the State. The amount of each bond shall be increased or decreased, as appropriate, to reflect changes to the Specifications orders under Section 4.01 hereof. A copy of each such bond and all modifications thereto shall be furnished to the State within 60 days of the effective date of the related Project Contract. The Sublessee hereby assigns its rights to any proceeds under such bonds to the State and the Trustee.

Section 4.05. Builder's Risk Completed Value Insurance. The Sublessee shall procure and maintain, at its own cost and expense, until the property to which such insurance relates is insured by the Sublessee pursuant to Section 7.01 hereof or, if Section 7.01 does not apply because the property improved by the Project is not included in the Leased Property, until the Project is completed, standard, all risk of loss builder's risk completed value insurance upon property included in or that is imposed by the Project. A certificate of insurance evidencing such insurance shall be provided to the State.

Section 4.06. General Public Liability and Property Damage Insurance. The Sublessee shall require that each Contractor procure and maintain, at its own cost and expense, during such Contractor's Project Contract, standard form comprehensive general public liability and property damage insurance that covers all claims for bodily injury, including death, and claims for destruction of or damage to the property (other than the Work itself), arising out of or in connection with any operations under the Contractor's Project Contract, whether such operations be by the Contractor or by a subcontractor. The insurance shall include the limits and coverage specified for the State of Colorado, Office of the State Architect, State Buildings Programs. Such policies shall include the State and the Trustee as additional insureds and shall include a provision prohibiting cancellation, termination or alteration except pursuant to the policy. A certificate of insurance evidencing such insurance shall be provided to the State with respect to each Contractor within 60 days of the effective date of the related Project Contract.

Section 4.07. Workers' Compensation Insurance. The Sublessee shall require that each Contractor procure and maintain, at its own cost and expense, workers' compensation insurance as required by Colorado law during the term of its contract, covering all persons working under its Project Contract. Such insurance shall contain a provision that such coverage shall not be canceled, terminated or altered without 30 days' prior written notice to the State and the Trustee. Certificates evidencing such coverage shall be provided to the State.

Section 4.08. Defaults Under Project Contracts. In the event of any default under any Project Contract, or in the event of a breach of warranty with respect to any materials, workmanship or performance or other Work, which default or breach results in frustration of the purpose for which the property improved by the Project was intended, the Sublessee shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies, including any remedy against the surety of any bond securing the performance of the Project Contract.

Section 4.09. Assignment of Rights Under Project Contracts. The Sublessee hereby assigns to the State and the Trustee, and each Project Contract shall expressly provide that the State and the Trustee shall have, the right to enforce each Project Contract against the Contractor (a) following termination of this Sublease and (b) in any case where, in the reasonable judgment of the State or the Trustee, with the consent of the State, the Sublessee has failed to enforce the terms of such Project Contract in a manner consistent with the obligations of the Sublessee under this Sublease.

Section 4.10. Costs of the Project.

(a) The Sublessee, with the approval of the State, may withdraw available money from the Sublessee's Project Account in an amount up to the proceeds of the Series 2019O Certificates and Allocated Investment Earnings deposited into the Sublessee's Project Account pursuant to the Indenture to pay, or reimburse the Sublessee for the payment by Sublessee of, Costs of the Sublessee's Project by delivering to the Trustee a Requisition in the form of Appendix B to the 2019O Supplemental Indenture (which amends and restates in its entirety the form of Requisition attached to Appendix A to the Master Indenture), signed by the Sublessee Representative and with the State's approval evidenced by the signature of the State Representative. If more than one Project Account has been established pursuant to the Indenture to pay Costs of the Sublessee's Project, the term Project Account in this subsection shall include all such Project Accounts and moneys shall be withdrawn from such Project Accounts pursuant to this subsection in the order provided in the Indenture. The Sublessee shall provide the Assistance Board with all documentation for each submitted Requisition including individual invoices, detail on the State approved line item budget being expended, a summary of invoice categories, detail of any necessary budget adjustments and any other information requested or required by the Assistance Board to justify the expenditure and verify budget items for the Project.

(b) If the Sublessee has satisfied its obligation to pay Matching Moneys with respect to its Project by delivering a cash payment and if Exhibit D hereto states that a specified amount of money in the Assistance Fund will be available to pay a portion of the Costs of the Sublessee's Project, after the Sublessee has withdrawn all moneys that it may withdraw from the Sublessee's Project Account pursuant to subsection (a) of this Section, the Sublessee, with the approval of the State, may withdraw money from the Assistance Fund in an amount up to the amount specified in Exhibit D hereto to pay, or reimburse the Sublessee for the payment by Sublessee of, Costs of the Sublessee's Project by delivering to the Assistance Board a Requisition in the form of Exhibit E hereto, signed by the Sublessee Representative and with the State's approval evidenced by the signature of the State Representative.

(c) Upon and effective on each date a Requisition is signed and delivered to the Trustee pursuant to subsection (a) of this Section or to the Assistance Board pursuant to subsection (b) of this Section, the representations of the Sublessee set forth in such Requisition are incorporated in this Sublease as if set forth herein in full.

(d) The Sublessee shall submit a final Requisition to the Trustee pursuant to subsection (a) of this Section or to the Assistance Board pursuant to subsection (b) of this Section, as applicable, no later than six months after the Scheduled Completion Date unless otherwise approved by the State.

Section 4.11. Excess Costs and Project Account Balances. The Sublessee shall pay all Costs of the Project that exceed the moneys that may be withdrawn from the Sublessee's Project Account and the Assistance Fund pursuant to Section 4.10 hereof from sources other than money withdrawn from the Sublessee's Project Account and the Assistance Fund pursuant to Section

4.10 hereof. If the Costs of the Project are less than the amount of the moneys that may be withdrawn from the Sublessee's Project Account and the Assistance Fund pursuant to Section 4.10 hereof, such moneys shall be transferred to the State Expense Fund.

Section 4.12. Compliance with Tax Certificate. The Sublessee shall comply with the provisions of the Tax Compliance Certificate executed and delivered by the Sublessee in connection with the execution and delivery of this Sublease that are applicable to the construction of the Project, including but not limited to, if the Tax Compliance Certificate provides that such standards are applicable to the Sublessee's Project, complying with the prevailing wage standards under 40 U.S.C. § 3141 (sometimes referred to as the Davis-Bacon Act).

Section 4.13. Records and Progress Reports. The Sublessee shall maintain copies of all requisition forms and Project Contracts, including but not limited to subcontracts, purchase orders and procurement documents, and provide copies to the State and the Assistance Board upon request. All such documents and records relating to the Project shall be retained by the Sublessee during the term of this Sublease and shall be provided to the State upon request. The Trustee is required under the Indenture to provide to the Sublessee at its request an accounting of all receipts and disbursements from the Sublessee's Project Account. The Sublessee shall provide monthly progress reports to the Assistance Board, which progress reports shall provide at a minimum, photos of the Project, a current line item budget, a current Project budget compared to the State approved Project budget, and an updated Project schedule compared to the State approved Project schedule.

ARTICLE V

MATCHING MONEYS

Section 5.01. Sublessee's Obligation to Pay Matching Moneys. Certain information regarding the Sublessee's obligation to pay Matching Moneys with respect to its Project is set forth in Exhibit D hereto.

(a) **No Matching Moneys.** If Exhibit D hereto provides that there are no Matching Moneys, the Sublessee is not obligated to pay Matching Moneys with respect to its Project.

(b) **Cash Payment.** If Exhibit D hereto provides that the source of Matching Moneys is a cash payment, the Sublessee has satisfied its obligation to pay Matching Moneys by paying cash to the State on the date this Sublease is executed and delivered. If Exhibit D states that a specified amount of money in the Assistance Fund will be available to pay a portion of the Costs of the Sublessee's Project, the Sublessee shall be authorized to withdraw money, up to the amount specified in Exhibit D hereto, to pay Costs of the Sublessee's Project in accordance with, and subject to the terms of Section 4.10(b) hereof.

(c) **Base Rent.** If Exhibit D hereto provides that the source of Matching Moneys is Base Rent, the Sublessee shall, subject only to the provisions of Article VI

hereof, pay Base Rent to the State during the Lease Term in immediately available funds in the amounts and on the Base Rent Payment Dates set forth in Exhibit D hereto.

(d) **Matching Moneys Bond.** If Exhibit D hereto provides that the source of Matching Moneys is a Matching Moneys Bond, the Sublessee has satisfied its obligation to pay Matching Moneys with respect to its Project by issuing and delivering to the State the Sublessee's Matching Moneys Bond on the date this Sublease is executed.

(e) **Matching Moneys Installment Payments.** If Exhibit D hereto provides that the source of Matching Moneys is Matching Moneys Installment Payments, the Sublessee shall make cash payments in immediately available funds to the State in the amounts, on the payment dates and from the sources set forth in Exhibit D hereto. Notwithstanding any other provision hereof, the obligation of a Sublessee to pay a Matching Moneys Installment Payment in any Fiscal Year beyond the Sublessee's current Fiscal Year is subject to appropriation of such Matching Moneys Payment by the Governing Body of such Sublessee. The officer of the Sublessee who is responsible for formulating budget proposals with respect to Matching Moneys Installment Payments is hereby directed to include as a line item in each annual budget proposal submitted to the Governing Body of the Sublessee for any Fiscal Year in which an Matching Moneys Installment Payment is payable the entire amount of the Matching Moneys Installment Payment payable during such Fiscal Year; it being the intention of the Sublessee that any decision to pay or not to pay such Matching Moneys Installment Payment shall be made solely by the Governing Body of the Sublessee, in its sole discretion, and not by any department, agency or official of the Sublessee. If the Sublessee intends to fund its Matching Moneys Installment Payments from the proceeds of a grant, the Governing Body of the Sublessee agrees to use its best efforts to comply with the terms of the grant and to pay all proceeds of the grant when received by the Sublessee.

(f) **Special Arrangements.** Any special arrangement regarding the Sublessee's Matching Moneys that does not fit the categories described in subsections (a) through (e) of this Section shall be described in Exhibit D hereto.

(g) **More Than One Source.** If Exhibit D hereto provides that there is more than one source of Matching Moneys, the provisions hereof regarding the payment of Matching Moneys shall apply to each such source separately.

Section 5.02. Obligations and Rights with respect to Matching Moneys Bond and Matching Moneys Installment Payments Independent of Sublease. The obligations of the Sublessee and the rights of the State with respect to the Sublessee's Matching Moneys Bond or the Sublessee's Matching Moneys Installment Payments, as applicable, are independent of the obligations of the Sublessee and the rights of the State under this Sublease and, except as otherwise specifically provided herein, (a) the obligations of the Sublessee and the rights of the State with respect to the Sublessee's Matching Moneys Bond or the Sublessee's Matching Moneys Installment Payments, as applicable, shall survive the termination of this Sublease and (b) no failure to perform or other action of the State with respect to this Sublease shall affect the State's rights to enforce the obligations of the Sublessee to make payments under the

Sublessee's Matching Moneys Bond or to pay its Matching Moneys Installment Payments, as applicable.

Section 5.03. Use of Matching Moneys. The State shall deposit Matching Moneys it receives into the Assistance Fund.

Section 5.04. References to Cash Payments of Matching Moneys, Base Rent, Matching Moneys Bonds, and Matching Moneys Installment Payments. The State has entered into many, and in the future will enter into many more, subleases similar to this Sublease pursuant to which the sublessees will satisfy their obligations to pay Matching Moneys in a variety of ways. In order to assist the State in administering such subleases, the subleases have been drafted to be as uniform as practicable, including the inclusion of references to cash payments of Matching Moneys that are not applicable to the Sublessee if it is not satisfying its obligations to pay Matching Moneys by making cash payments, references to Base Rent that are not applicable to the Sublessee if the Sublessee is not satisfying its obligation to pay Matching Moneys by paying Base Rent, references to Matching Moneys Bonds that are not applicable to the Sublessee if the Sublessee is not satisfying its obligation to pay Matching Moneys by delivering a Matching Moneys Bond and references to Matching Moneys Installment Payments that are not applicable to the Sublessee if the Sublessee is not satisfying its obligation to pay Matching Moneys by paying Matching Moneys Installment Payments. In applying the terms of this Sublease to the Sublessee, (a) references to cash payments of Matching Moneys apply to the Sublessee only if the Sublessee is satisfying its obligation to pay Matching Moneys by making a cash payment, (b) references to Base Rent apply to the Sublessee only if the Sublessee is satisfying its obligation to pay Matching Moneys by paying Base Rent, (c) references to Matching Moneys Bonds apply to the Sublessee only if the Sublessee is satisfying its obligation to pay Matching Moneys by delivering a Matching Moneys Bond and (d) references to Matching Moneys Installment Payments apply to the Sublessee only if the Sublessee is satisfying its obligation to pay Matching Moneys by paying Matching Moneys Installment Payments.

ARTICLE VI

RENT; EVENT OF NONAPPROPRIATION

Section 6.01. Base Rent. If the Sublessee is satisfying its obligation to pay Matching Moneys by paying Base Rent, the Sublessee shall, subject only to the other Sections of this Article, pay Base Rent to the State during the Lease Term in immediately available funds in the amounts and on the Base Rent Payment Dates set forth in Exhibit D hereto.

Section 6.02. Additional Rent. Regardless of the manner in which the Sublessee is satisfying its obligation to pay Matching Moneys, the Sublessee shall, subject only to the other Sections of this Article, pay Additional Rent in immediately available funds in the amounts and on the dates on which it is due. The Sublessee shall pay all Additional Rent that specifically relates to the Leased Property subject to the Sublease directly to the Person or Persons to which it is owed. The Sublessee shall pay its Proportionate Share of any Additional Rent that does not specifically relate to the Leased Property subject to this Sublease that the State, in its sole discretion, determines should be paid by the Participating K-12 Institutions, to the State within 14 days of notice from the State or the Trustee of the amount due. The State's determinations as

to whether any Additional Rent is specifically related to the Leased Property subject to this Sublease and as to whether any Additional Rent not specifically related to the Leased Property subject to this Sublease should be paid by the Participating K-12 Institutions, shall be binding on and shall not be subject to dispute or negotiation by the Sublessee. It is the expectation of the State that Additional Rent payable to the State pursuant hereto will not be significant.

Section 6.03. Unconditional Obligations. The obligation of the Sublessee to pay Base Rent, if applicable, during the Sublease Term shall, subject only to the other Sections of this Article, and the obligation of the Sublessee to pay Additional Rent during the Sublease Term shall, subject only to the other Sections of this Article, including, without limitation, Sections 6.04 and 6.05 hereof, be absolute and unconditional and shall not be abated or offset for any reason related to the Leased Property. Notwithstanding any dispute between the Sublessee and the State or between the Sublessee or the State and any other Person relating to the Leased Property, the Sublessee shall, during the Sublease Term, pay all Rent when due; the Sublessee shall not withhold any Rent payable during the Sublease Term pending final resolution of such dispute and shall not assert any right of set off or counter claim against its obligation to pay Rent, provided, however, that the payment of any Rent shall not constitute a waiver by the Sublessee of any rights, claims or defenses which the Sublessee may assert; and no action or inaction on the part of the State shall affect the Sublessee's obligation to pay Rent during the Sublease Term.

Section 6.04. Event of Nonappropriation.

(a) The officer of the Sublessee who is responsible for formulating budget proposals with respect to payments of Rent is hereby directed (i) to estimate the Additional Rent payable in the next ensuing Fiscal Year prior to the submission of each annual budget proposal to the Governing Body of the Sublessee during the Sublease Term and (ii) to include as a line item in each annual budget proposal submitted to the Governing Body of the Sublessee during the Sublease Term the entire amount of Base Rent scheduled to be paid and Additional Rent estimated to be payable during the next ensuing Fiscal Year; it being the intention of the Sublessee that any decision to continue or to terminate the Sublease Term shall be made solely by the Governing Body of the Sublessee, in its sole discretion, and not by any other department, agency or official of the Sublessee.

(b) An Event of Nonappropriation shall be deemed to have occurred, subject to the Sublessee's right to cure pursuant to subsection (c) of this Section, on June 30 of any Fiscal Year if the Governing Body of the Sublessee has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rent scheduled to be paid and all Additional Rent estimated to be payable in the next ensuing Fiscal Year.

(c) Notwithstanding subsection (b) of this Section, an Event of Nonappropriation shall not be deemed to occur if, on or before August 1 of the next ensuing Fiscal Year, (i) the Governing Body of the Sublessee has appropriated or otherwise authorized the expenditure of amounts sufficient to avoid an Event of Nonappropriation under subsection (b) of this Section and (ii) the Sublessee has paid all

Additional Rent due during the period from June 30 through the date of such appropriation or authorization.

(d) If the Sublessee shall determine to exercise its annual right to terminate the Sublease Term effective on June 30 of any Fiscal Year, the Sublessee shall give written notice to such effect to the State not later than March 1 of such Fiscal Year; provided, however, that a failure to give such notice shall not (i) constitute an Event of Default, (ii) prevent the Sublessee from terminating this Sublease or (iii) result in any liability on the part of the Sublessee.

(e) The Sublessee shall furnish the State with copies of all appropriation or expenditure authorization measures relating to Rent or the Purchase Option Price promptly upon the adoption thereof by the Governing Body of the Sublessee, but not later than 20 days following the adoption thereof by the Governing Body of the Sublessee; provided however, that a failure to furnish copies of such measures shall not (i) constitute an Event of Default, (ii) prevent the Sublessee from terminating this Sublease or (iii) result in any liability on the part of the Sublessee.

Section 6.05. Limitations on Obligations of Sublessee.

(a) The obligation of the Sublessee to pay (i) Rent hereunder and (ii) all other payments by the Sublessee hereunder except cash Matching Moneys payments (which must be paid on the date this Sublease is executed and delivered) and amounts payable pursuant to any Matching Money Bond (which are debt of the Sublessee) shall constitute currently appropriated expenditures of the Sublessee. All obligations of the Sublessee under this Sublease (except obligations to pay cash Matching Moneys payments and amounts payable pursuant to any Matching Moneys Bond) shall be subject to the action of the Governing Body of the Sublessee in annually making moneys available for payments hereunder. The obligations of the Sublessee to pay Rent and Matching Moneys Installment Payments and such other obligations (except cash Matching Moneys payments and amounts payable pursuant to any Matching Money Bond) are subject to appropriation by the Governing Body of the Sublessee in its sole discretion, and shall not be deemed or construed as creating an indebtedness of the Sublessee within the meaning of any provision of the State Constitution or the laws of the State concerning or limiting the creation of indebtedness of the Sublessee and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the Sublessee within the meaning of Section 20(4) of Article X of the State Constitution. In the event the Sublessee does not renew the Sublease Term, the sole security available to the State, as sublessor under this Sublease, for any such obligation of the Sublessee under this Sublease shall be the Leased Property.

(b) All of the Sublessee's obligations under this Sublease (except cash Matching Moneys payments and amounts payable pursuant to any Matching Moneys Bond) shall be subject to the Sublessee's annual right to terminate this Sublease upon the occurrence of an Event of Nonappropriation.

(c) The Sublessee shall be under no obligation whatsoever to exercise its option to purchase the Leased Property pursuant to Article IX hereof.

Section 6.06. No Right to Compel Payment of Rent or Matching Moneys by State or another Participating K-12 Institution. The Sublessee shall have no right to compel the State or any other Participating K-12 Institution to pay any Rent under any Lease or Rent, Matching Moneys or Matching Moneys Installment Payments under any Sublease or Participation Agreement or to pay the principal of, premium, if any, and interest on any Matching Moneys Bond and neither the State nor any such other Participating K-12 Institution shall have any liability to the Sublessee for a failure by the State to pay Rent under any Lease or a failure by any such other Participating K-12 Institution to pay such other Participating K-12 Institution's Rent, Matching Moneys or Matching Moneys Installment Payments under any such other Sublease or Participation Agreement or principal, premium, if any, or interest on its Matching Moneys Bond for any reason.

ARTICLE VII

OPERATION, MAINTENANCE AND INSURANCE OF LEASED PROPERTY

Section 7.01. Taxes, Utilities and Insurance.

(a) The Sublessee shall pay, as Additional Rent, all of the following expenses with respect to the Leased Property:

(i) all taxes, assessments and other charges lawfully made by any governmental body, provided that any such taxes, assessments or other charges that may lawfully be paid in installments may be paid in installments as such installments are due;

(ii) all gas, water, steam, electricity, heat, power and other utility charges incurred in connection with the Leased Property (including but not limited to, amounts paid to a Site Lessor for utilities provided by such Site Lessor pursuant to a Site Lease);

(iii) casualty and property damage insurance with respect to the Leased Property in an amount equal to the full replacement value of the Leased Property;

(iv) public liability insurance with respect to the activities to be undertaken by the Sublessee in connection with the Leased Property, the Sublessee's Project and this Sublease: (A) to the extent such activities result in injuries for which immunity is not available under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* or any successor statute, in an amount not less than the amounts for which the Sublessee may be liable to third parties thereunder and (B) for all other activities, in an amount not less than \$1,000,000 per occurrence.

(b) Except for Permitted Encumbrances, the Sublessee shall not allow any liens for taxes, assessments, other governmental charges or utility charges to exist with

respect to any portion of the Leased Property. If the Sublessee shall first notify the Trustee and the State of the intention of the Sublessee to do so, the Sublessee may, however, in good faith contest any such tax, assessment, other governmental charge or utility charge and, in the event of any such contest, may permit the tax, assessment, other governmental charge or utility charge so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Trustee or the State shall notify the Sublessee that, in the opinion of Independent Counsel, whose fees and expenses shall be paid by the Sublessee, by nonpayment of any such item the interest of the Trustee or the State in the Leased Property will be materially interfered with or endangered or the Leased Property or any portion thereof will be subject to loss or forfeiture, in which event such tax, assessment, other governmental charge or utility charge shall be paid forthwith; provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, other governmental charge or utility charge. At the request of the Sublessee, the State will cooperate fully with the Sublessee in any such contest.

(c) The insurance policies provided pursuant to subsection (a) of this Section shall meet the following conditions: (i) any insurance policy may have a deductible clause in an amount deemed reasonable by the State; (ii) each insurance policy shall be provided by an insurer that, at the time such policy is obtained or renewed, is rated "A" by A.M. Best or in the two highest rating categories of S&P and Moody's; (iii) each insurance policy shall be so written or endorsed as to make losses, if any, payable to the State, the Sublessee and the Trustee, as their respective interests may appear; (iv) each insurance policy shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the State, the Sublessee or the Trustee without first giving written notice thereof to the State, the Sublessee and the Trustee at least 30 days in advance of such cancellation or modification; (v) upon request each insurance policy, or each certificate evidencing such policy, shall be provided to the Trustee; (vi) full payment of insurance proceeds under any insurance policy up to the dollar limit required by this Section in connection with damage to the Leased Property shall, under no circumstance, be contingent on the degree of damage sustained at other property owned or leased by the State or any Sublessee; and (vii) each insurance policy shall explicitly waive any co-insurance penalty.

(d) In the Sublessee's discretion, the insurance required by this Section may be provided under blanket insurance policies which insure not only the risks required to be insured hereunder but also other similar risks or may be provided through a self-insurance program described in this subsection. If the property of the Sublessee is covered by the Colorado School Districts Self Insurance Pool, the self-insurance program shall be the Colorado School Districts Self Insurance Pool. If the property of the Sublessee is not covered by the Colorado School Districts Self Insurance Pool, the self-insurance program may, with the State's consent, be the Sublessee's independent risk management program, if any.

(e) At the request of the State or the Trustee, the Sublessee shall cause one or more insurance consultants to annually review the self-insurance program through which

insurance is provided pursuant to this Section and confirm that it is maintained on an actuarially sound basis.

Section 7.02. Maintenance and Operation of Leased Property. The Sublessee shall maintain, preserve and keep the Leased Property, or cause the Leased Property to be maintained, preserved and kept, in good repair, working order and condition, subject to normal wear and tear, shall operate the Leased Property, or cause the Leased Property to be operated, in an efficient manner and at a reasonable cost, and shall make or cause to be made all necessary and proper repairs, except as otherwise provided in Sections 8.05 and 8.07 hereof.

Section 7.03. Capital Renewal Reserve. The Sublessee shall establish a capital renewal budget and make annual contributions to a capital renewal reserve as defined in § 22-43.7-109(4)(d) of the Act for the purpose of replacing major systems of the Project with projected life cycles such as roofs, interior finishes, electrical systems and heating, ventilating and air conditioning systems.

ARTICLE VIII

TITLE TO LEASED PROPERTY; ENCUMBRANCES, EASEMENTS, MODIFICATIONS, SUBSTITUTION, DAMAGE, PERSONAL PROPERTY

Section 8.01. Title to Leased Property. Title to the leasehold estate in the Leased Property under the 2019O Lease shall be held in the name of the State, subject to the Site Lease pursuant to which the Leased Property is leased to the Trustee, the 2019O Lease and this Sublease, until the Leased Property is conveyed or otherwise disposed of as provided herein, and the Sublessee shall have no right, title or interest in the Leased Property except as expressly set forth herein.

Section 8.02. Limitations on Disposition of and Encumbrances on Leased Property.

(a) Except as otherwise permitted in this Article or Article X or XI hereof and except for Permitted Encumbrances, (i) neither the State nor the Sublessee shall sell, assign, transfer or convey any portion of or any interest in the Leased Property or directly or indirectly create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, and (ii) the Sublessee shall promptly take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Notwithstanding subsection (a) of this Section, if the Sublessee shall first notify the Trustee and the State of the intention of the Sublessee to do so, the Sublessee may in good faith contest any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, and in the event of any such contest, may permit the item so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Trustee or the State has notified the Sublessee that, in the opinion of Independent Counsel, whose fees shall be paid by the Sublessee, by failing to discharge or satisfy such item the interest of the Trustee or the State in the Leased Property will be materially interfered with or endangered, or the

Leased Property or any part thereof will be subject to loss or forfeiture, in which event such item shall be satisfied and discharged forthwith; provided, however, that such satisfaction and discharge shall not constitute a waiver by the Sublessee of the right to continue to contest such item. At the request of the Sublessee, the State will cooperate fully with the Sublessee in any such contest.

Section 8.03. Granting of Easements. As long as no Event of Nonappropriation or Event of Default shall have happened and be continuing, the State shall, at the request of the Sublessee and with the consent of the Trustee:

(a) consent to the grant of easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the Leased Property, free from this Sublease and the 2019O Lease and any security interest or other encumbrance created hereunder or thereunder;

(b) consent to the release of existing easements, licenses, rights of way and other rights and privileges with respect to the Leased Property, free from this Sublease or the 2019O Lease and any security interest or other encumbrance created hereunder or thereunder, with or without consideration; and

(c) execute and deliver any instrument necessary or appropriate to confirm and grant or release any easement, license, right of way or other grant or privilege under subsection (a) or (b) of this Section, upon receipt of: (i) a copy of the instrument of grant or release; and (ii) a written application signed by the Sublessee Representative requesting such instrument and stating that such grant or release will not materially adversely affect the value, or interfere with the effective use or operation, of the Leased Property.

Section 8.04. Subleasing and Other Grants of Use. The Sublessee may sublease or otherwise grant the right to use such Leased Property to another Person, but only if:

(a) the sublease or grant of use by the Sublessee complies with the covenant in Section 10.04 hereof; and

(b) the obligations of the Sublessee under this Sublease shall remain obligations of the Sublessee, and the Sublessee shall maintain its direct relationship with the State, notwithstanding any such sublease or grant of use.

Section 8.05. Modification of Leased Property. The Sublessee, at its own expense, may remodel, or make substitutions, additions, modifications or improvements to, its portion of the Leased Property, provided that: (a) such remodeling, substitutions, additions, modifications and improvements (i) shall not in any way damage such portion of the Leased Property as it existed prior thereto and (ii) shall become part of the Leased Property; (b) the value of the Leased Property after such remodeling, substitutions, additions, modifications and improvements shall be at least as great as the value of the Leased Property prior thereto; (c) the cost of all remodeling, substitutions, additions, modifications and improvements shall not exceed 10% of the sum of the proceeds of the Series 2019O Certificates and Allocated Investment Earnings deposited into the Sublessee's Project Account without the written approval of the State; and

(d) the Leased Property, after such remodeling, substitutions, additions, modifications and improvements, shall continue to be used as provided in, and shall otherwise be subject to the terms of, this Sublease.

Section 8.06. Substitution of or Additions to Leased Property. The Sublessee, with the consent of the State, which may be granted or withheld at the sole discretion of the State, may at any time propose that other property (the title to which was not insured under a title insurance policy previously provided to the State and the Trustee) be substituted for or added to the Leased Property subject to the Sublease under both the 2019O Lease and this Sublease. Any such proposal must be accompanied by the items listed below in form and substance satisfactory to the State. If the items listed below are delivered, the State consents to the substitution or addition and the Sublessee pays the costs of the substitution or addition, the State shall, and shall cooperate with the Sublessee to cause the Trustee to execute and deliver any documents or instruments requested by the Sublessee to accomplish the substitution or addition. The items are:

(a) A certificate by the Sublessee certifying that, following such substitution or addition, the Fair Market Value of the substituted or modified property, determined as of the date of substitution or addition, is equal to or greater than the Fair Market Value of the Leased Property subject to this Sublease.

(b) A title insurance policy, an amendment or supplement to a previously issued title insurance policy or a commitment to issue such a policy, amendment or supplement that would allow the Sublessee and the State to make the title insurance representation set forth in the form of Project Account requisition attached as Appendix B to the 2019O Supplemental Indenture.

(c) A certificate by the Sublessee certifying that (i) the useful life of the substituted or modified property extends to or beyond the final maturity of the Series 2019O Certificates and (ii) the substituted or modified property is at least as essential to the Sublessee as the Leased Property subject to this Sublease.

(d) An agreement by the Sublessee to pay all costs incurred by the Sublessee, the State, the Trustee or any other Person in connection with the substitution or addition, including but not limited to, the costs of the title insurance required by clause (b) of this Section, the Trustee's fees and expenses, the State's third party costs and reasonable charges for the time of State employees and allocable overhead.

(e) An opinion of Bond Counsel to the effect that such substitution or addition is permitted by Section 7.06 of the 2019O Lease, will not cause the Sublessee to violate its tax covenant set forth in Section 10.04 hereof and will not cause the State to violate its tax covenant set forth in Section 9.04 of the 2019O Lease.

Section 8.07. Property Damage, Defect or Title Event.

(a) If a Property Damage, Defect or Title Event occurs with respect to any portion of the Leased Property, the Net Proceeds received as a consequence thereof shall be deposited into a special trust fund held by the Trustee.

(b) If the costs of the repair, restoration, modification, improvement or replacement of the portion of the Leased Property affected by the Property Damage, Defect or Title Event are equal to or less than the Net Proceeds, the Net Proceeds shall be used promptly to repair, restore, modify, improve or replace the affected portion of the Leased Property and any excess shall be delivered to the Sublessee.

(c) If the costs of the repair, restoration, modification, improvement or replacement of the portion of the Leased Property affected by the Property Damage, Defect or Title Event are more than the Net Proceeds, then, the Sublessee shall elect one of the following alternatives:

(i) to use the Net Proceeds to promptly repair, restore, modify or improve or replace the affected portion of the Leased Property with property of a value equal to or in excess of the value of such portion of the Leased Property, in which case the Net Proceeds shall be used to pay a portion of the costs thereof and the Sublessee shall, subject to Article VI hereof, pay the remainder of such costs as Additional Rent;

(ii) to substitute property for the affected portion of the Leased Property pursuant to Section 8.06 hereof, in which case the Net Proceeds shall be delivered to the Sublessee; or

(iii) to use the Net Proceeds to promptly repair, restore, modify or improve or replace the affected portion of the Leased Property to the extent possible with the Net Proceeds.

(d) The Sublessee shall not voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to default or breach of warranty under any contract relating to any portion of the Leased Property without the written consent of the State and the Trustee.

(e) No Property Damage, Defect or Title Event shall affect the obligation of the Sublessee to pay Additional Rent hereunder.

Section 8.08. Condemnation by Sublessee. The Sublessee agrees that, to the extent permitted by law, in the event it brings an eminent domain or condemnation proceeding with respect to the Leased Property, such proceeding shall be with respect to all the Leased Property and the value of the Leased Property for purposes of such proceeding shall be not less than the Sublessee's Purchase Option Price.

Section 8.09. Personal Property of State or Sublessee. The State or the Sublessee, at their own expense, may install equipment and other personal property in or on any portion of the Leased Property, which equipment or other personal property shall not become part of the Leased Property unless it is permanently affixed to the Leased Property or removal of it would materially damage the Leased Property, in which case it will become part of the Leased Property.

ARTICLE IX

SUBLESSEE'S PURCHASE OPTION; CONVEYANCE TO SUBLESSEE UPON CONVEYANCE TO STATE

Section 9.01. Sublessee's Purchase Option.

(a) The Sublessee is hereby granted the option to purchase all, but not less than all, of the Leased Property subject to this Sublease following the occurrence of an Event of Default or an Event of Nonappropriation under the 2019O Lease by paying to the Trustee the "Sublessee's Purchase Option Price," which is an amount equal to (i) the principal amount of the Attributable Certificates (defined below in this subsection) and interest thereon through the closing date for the purchase of the Leased Property and (ii) all Additional Rent payable through the date of conveyance of such Leased Property to the Sublessee pursuant to Section 9.02 hereof, including, but not limited to, all fees and expenses of the Trustee and all expenses of the State relating to the conveyance of the Leased Property and the payment of the Attributable Certificates.

As used in this subsection, the term "Attributable Certificates" means, subject to the next sentence, (i) a principal amount of the Outstanding Series 2019O Certificates determined by multiplying the principal amount of all the Outstanding Series 2019O Certificates by a fraction, the numerator of which is the sum of the proceeds of the Series 2019O Certificates and the Allocated Investment Earnings deposited into the Sublessee's Project Account and the denominator of which is sum of the proceeds of the Series 2019O Certificates and the Allocated Investment Earnings deposited into the Project Accounts of all 2019O Sublessees; and (ii) which principal amount shall be allocated among the maturities of the Outstanding Series 2019O Certificates in proportion to the principal amount of each maturity of the Outstanding Series 2019O Certificates, rounded to the nearest \$5,000 in principal amount of each such maturity. Notwithstanding the preceding sentence, if any portion of the Series 2019O Certificates has been paid, redeemed or defeased with the proceeds of another Series of Certificates, in applying this definition, Outstanding Certificates of the portion of the other Series of Certificates the proceeds of which were used to pay, redeem or defease the Series 2019O Certificates shall be substituted for the Series 2019O Certificates that were paid, redeemed or defeased. The rounding pursuant to the first sentence of this definition and the substitution of Outstanding Certificates of another Series of Certificates pursuant to the immediately preceding sentence shall be accomplished in any reasonable manner selected by the State in its sole discretion.

(b) In order to exercise its option to purchase the Leased Property pursuant to subsection (a) of this Section, the Sublessee must: (i) give written notice to the Trustee and the State within 15 Business Days after the Sublessee is notified by the Trustee that an Event of Default or an Event of Nonappropriation under the 2019O Lease has occurred (A) stating that the Sublessee intends to purchase the Leased Property pursuant to this Section, (B) identifying the Person to which the Leased Property is to be conveyed, (C) identifying the source of funds it will use to pay Sublessee's Purchase Option Price and (D) specifying a closing date for such purpose which is no more than 90

days after the delivery of such notice; and (ii) pay the Sublessee's Purchase Option Price to the Trustee in immediately available funds on the closing date.

(c) Upon payment of the Sublessee's Purchase Option Price to the Trustee pursuant to this Section, the Sublessee's obligation to pay, as applicable, Base Rent, principal of, premium, if any, and interest on its Matching Moneys Bond or Matching Moneys Installment Payments shall terminate and, if the Sublessee has delivered a Matching Moneys Bond, the State shall cancel such Matching Moneys Bond or return it to the Sublessee, as directed by the Sublessee.

Section 9.02. Conveyance of Leased Property. At the closing of any purchase of the Leased Property pursuant to Section 9.01 hereof, the State shall execute and deliver, and shall cooperate with the Sublessee to cause the Trustee to execute and deliver, to the Sublessee all necessary documents assigning, transferring and conveying to the Sublessee or its designee the same ownership interest in the Leased Property that was conveyed to the Trustee by the Site Lessor under its Site Lease to the Trustee, subject only to the following: (i) Permitted Encumbrances, other than this Sublease, the 2019O Lease, the Indenture and the Site Lease pursuant to which the Leased Property was leased to the Trustee; (ii) all liens, encumbrances and restrictions created or suffered to exist by the Trustee or the State as required or permitted by the 2019O Lease or this Sublease or arising as a result of any action taken or omitted to be taken by the Trustee or the State as required or permitted by this Sublease, the 2019O Lease, the Indenture, the Site Lease pursuant to which the Leased Property was leased to the Trustee; (iii) any lien or encumbrance created or suffered to exist by action of the Sublessee; and (iv) those liens and encumbrances (if any) to which the Leased Property was subject when acquired by the Trustee and the State.

Section 9.03. Conveyance to Sublessee upon Conveyance to State. If the Sublessee has complied with and performed all of its obligations under this Sublease and its Matching Moneys Bond, upon the conveyance of the Leased Property to the State pursuant to Section 8.04 of the 2019O Lease, the State shall assign, transfer and convey its ownership interest in the Leased Property to the Sublessee or its designee in the manner described in, and subject to the provisions of, Section 9.02 hereof without any additional payment by the Sublessee. Such conveyance of the State's ownership interest in the Leased Property will not, however, extinguish or otherwise affect the Sublessee's independent obligations to continue to pay any unpaid principal of, premium, if any, and interest on its Matching Moneys Bond pursuant to the terms of its Matching Moneys Bond or to pay its Matching Money Installment Payments hereunder.

ARTICLE X

GENERAL COVENANTS

Section 10.01. Further Assurances and Corrective Instruments. So long as this Sublease is in full force and effect and no Event of Nonappropriation or Event of Default shall have occurred, the State and the Sublessee shall have full power to carry out the acts and agreements provided herein and the Sublessee and the State, at the written request of the other, shall from time to time, execute, acknowledge and deliver or cause to be executed,

acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property leased or intended to be leased hereunder, or for otherwise carrying out the intention of or facilitating the performance of this Sublease.

Section 10.02. Compliance with Requirements of Law. On and after the date hereof, neither the State nor the Sublessee shall take any action with respect to the Leased Property that violates the terms hereof or is contrary to the provisions of any Requirement of Law. Without limiting the generality of the preceding sentence, the Sublessee, in particular, shall use the Leased Property in a manner such that (a) the Leased Property at all times is operated in compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the Sublessee's use of the Leased Property are obtained, maintained in full force and effect and complied with; (c) there shall be no hazardous substance, pollutant or contaminant (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*, any applicable state law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*, any applicable state law or regulations promulgated under either), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in or under the Leased Property in violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Leased Property in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any of the items referred to in clause (c) into the indoor or outdoor environment from, into or out of the Leased Property, including but not limited to the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

Section 10.03. Participation in Legal Actions.

(a) At the request of and at the cost of the Sublessee (payable as Additional Rent hereunder), the State shall, and shall cooperate with the Sublessee to cause the Trustee to, join and cooperate fully in any legal action in which the Sublessee asserts its right to the enjoyment of the Leased Property; that involves the imposition of any charges, costs or other obligations or liabilities on or with respect to the Leased Property or the enjoyment of the Leased Property by the Sublessee; or that involves the imposition of any charges, costs or other obligations with respect to the Sublessee's execution, delivery and performance of its obligations under this Sublease, the Sublessee's Matching Moneys Bond or the Site Lease pursuant to which the Leased Property was leased to the Trustee.

(b) At the request of the State or the Trustee, the Sublessee shall, at the cost of the Sublessee (payable as Additional Rent hereunder), join and cooperate fully in any legal action in which the State or the Trustee asserts its ownership of or interest in the Leased Property; that involves the imposition of any charges, costs or other obligations

on or with respect to the Leased Property for which the Trustee or the State is responsible under the 2019O Lease or this Sublease; or that involves the imposition of any charges, costs or other obligations with respect to the execution and delivery or acceptance of this Sublease, the Sublessee's Matching Moneys Bond, the Site Lease pursuant to which the Leased Property was leased to the Trustee, the 2019O Lease or the Indenture by the State or the Trustee or the performance of the obligations of the State or the Trustee hereunder or thereunder.

Section 10.04. Tax Covenant of Sublessee. The Sublessee (a) will not use or permit any other Person to use its Project and will not use, invest or direct any other Person to use or invest any moneys that it withdraws from its Project Account in a manner that would cause an Adverse Tax Event or Adverse Federal Direct Payment Event and (b) will comply with the certifications, representations and agreements set forth in the Tax Compliance Certificate executed and delivered by the Sublessee in connection with the execution of this Sublease. The Sublessee acknowledges that the State, in the 2019O Lease, has agreed to enforce the covenant of the Sublessee set forth in this Section against the Sublessee.

Section 10.05. Fees and Expenses of Trustee; State Expenses; Deposits to Rebate Fund; Rebate Calculations. The Additional Rent that may be payable by the Sublessee in accordance with Section 6.02 hereof shall include the Sublessee's Proportionate Share of (a) the fees and expenses payable to the Trustee pursuant to Section 9.05 of the 2019O Lease and any similar provision of any other Lease; (b) the costs and expenses incurred by the State in connection with the Leased Property, the Projects, the Certificates, the Leases, the Indenture, the Site Leases, the Subleases, the Participation Agreements, the Matching Money Bonds or any matter related thereto, including, but not limited to, a reasonable charge for the time of State employees and allocable overhead; (c) the amounts paid by the State pursuant to Section 9.06 of the 2019O Lease and any similar provision of any other Lease to make deposits to the Rebate Fund; and (d) the costs and expenses incurred in connection with the rebate calculations required by the Master Indenture.

Section 10.06. Investment of Funds. By authorizing the execution and delivery of this Sublease, the Sublessee specifically authorizes the investment of moneys held by the Trustee in Permitted Investments (as defined in the Indenture) where the period from the date of purchase thereof to the maturity date is in excess of five years.

ARTICLE XI

LIMITS ON OBLIGATIONS OF STATE

Section 11.01. Disclaimer of Warranties. THE STATE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY. In no event shall the State be liable for any incidental, special or consequential damage in connection with or arising out of this Sublease or the existence, furnishing, functioning or use by the Sublessee of any item, product or service provided for herein.

Section 11.02. Financial Obligations of State Limited to Sublessee's Project Account and Specified Amounts from the Assistance Fund. Notwithstanding any other provision hereof, all financial obligations of the State under this Sublease are limited to the Sublessee's Project Account and the specified amount of money in the Assistance Fund that is available to pay a portion of the Costs of the Sublessee's Project in accordance with Section 4.10 hereof.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined.

(a) Any of the following shall constitute an "Event of Default" under this Sublease, subject to Section 14.22 hereof:

(i) failure by the Sublessee to pay, as applicable, any specifically appropriated Base Rent to the State on or before the applicable Base Rent Payment Date, any principal of, premium, if any, or interest on its Matching Moneys Bond when due or any Matching Moneys Installment Payment when due;

(ii) failure by the Sublessee to pay any Additional Rent for which funds have been specifically appropriated when due, or if such Additional Rent is payable to a Person other than the State, when nonpayment thereof has, or may have, a material adverse effect upon any of the Certificates, any of the Leased Property or the interest of the State in any of the Leased Property;

(iii) failure by the Sublessee to vacate the Leased Property within 90 days following an Event of Nonappropriation or Event of Default under this Sublease or a termination of the 2019O Lease as a result of an Event of Nonappropriation or Event of Default under the 2019O Lease;

(iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the Sublessee in all or any portion of this Sublease or the Leased Property in violation of Section 13.01 hereof or any succession to all or any portion of the interest of the Sublessee in the Leased Property in violation of Section 13.02 hereof; or

(v) failure by the Sublessee to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Sublease, in its Matching Moneys Bond or in any other instrument related hereto or thereto (including but not limited to the Tax Compliance Certificate executed or issued in connection with this Sublease), other than as referred to in clause (i), (ii), (iii) or (iv) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the Sublessee by the State, unless the State shall consent in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the State shall not withhold its consent to

an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected.

(b) The provisions of subsection (a) of this Section are subject to the following limitations:

(i) the Sublessee shall remain obligated to pay, as applicable, principal of, premium, if any, and interest on its Matching Moneys Bond and its Matching Money Installment Payments when due, notwithstanding any termination of the Sublease Term or this Sublease or any limitation on any of the other obligations of the Sublessee hereunder;

(ii) the Sublessee shall be obligated to pay Rent only during the Sublease Term, except as otherwise expressly provided in Section 3.02(b)(ii) hereof; and

(iii) if, by reason of Force Majeure, the Sublessee shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay money, the Sublessee shall not be deemed in default during the continuance of such inability; provided, however, that the Sublessee shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the Sublessee from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be solely within the discretion of the Sublessee; and provided further that this paragraph shall not apply to any obligation of the Sublessee under the Sublessee's Matching Moneys Bond or with respect to its Matching Moneys Installment Payments.

Section 12.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the State, with the consent of the Trustee, may take one or any combination of the following remedial steps:

(a) terminate the Sublease Term and give notice to the Sublessee to immediately vacate the Leased Property in the manner provided in Section 3.02(b) hereof;

(b) sell or lease its interest in all or any portion of the Leased Property;

(c) recover any of the following from the Sublessee that is not recovered pursuant to subsection (b) of this Section:

(i) the portion of Rent payable pursuant to Section 3.02(b)(ii) hereof;

(ii) all amounts due under the Sublessee's Matching Moneys Bond in accordance with the terms of the Sublessee's Matching Moneys Bond; and the portion of any Base Rent or Matching Moneys Installment Payments payable by the Sublessee for the then current Fiscal Year that has been specifically appropriated by the Sublessee's Governing Body, regardless of when the Sublessee vacates the Leased Property; and

(iii) the portion of the Additional Rent for the then current Fiscal Year that has been specifically appropriated by the Sublessee's Governing Body, but only to the extent such Additional Rent is payable prior to the date, or is attributable to the use of the Leased Property prior to the date, the Sublessee vacates the Leased Property;

(d) enforce any provision of this Sublease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under Article XIII hereof by specific performance, writ of mandamus or other injunctive relief; and

(e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Sublease, subject, however, to the limitations on the obligations of the Sublessee under Sections 6.05 and 12.03 hereof.

Section 12.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against the Sublessee by reason of an Event of Default only as to the Sublessee's liabilities described in Section 12.02(c) hereof.

Section 12.04. No Remedy Exclusive. Subject to Section 12.03 hereof, no remedy herein conferred upon or reserved to the State is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Sublessee to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 12.05. Waivers. The State, with the consent of the Trustee, may waive any Event of Default under this Sublease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XIII

TRANSFERS OF INTERESTS IN SUBLEASE OR LEASED PROPERTY

Section 13.01. Transfers Prohibited. Except as otherwise permitted by Section 8.04 hereof with respect to subleasing or grants of use of the Leased Property, Section 8.06 with respect to substitutions of other property for Leased Property and Section 13.02 hereof with respect to transfers of the Leased Property following termination of the Sublease Term or as otherwise required by law, the Sublessee shall not sublease, assign, encumber, convey or otherwise transfer all or any portion of its interest in this Sublease or the Leased Property to any Person, whether now in existence or organized hereafter.

Section 13.02. Transfer After Conveyance of Leased Property to Sublessee. Notwithstanding Section 13.01 hereof, the Sublessee may, with the Site Lessor's prior written consent, transfer its leasehold interest in the Leased Property after, and only after, this Sublease Term has terminated and the Leased Property has been conveyed to the Sublessee pursuant to Article IX hereof.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Binding Effect. This Sublease shall inure to the benefit of and shall be binding upon the Sublessee and the State and their respective successors and assigns, subject, however, to the limitations set forth in Article XIII hereof. This Sublease and the covenants set forth herein are expressly intended to be covenants, conditions and restrictions running with the Leased Property and the leasehold estate in the Leased Property under this Sublease.

Section 14.02. Interpretation and Construction. This Sublease and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Sublease. For purposes of this Sublease, except as otherwise expressly provided or unless the context otherwise requires:

(a) All references in this Sublease to designated "Articles," "sections," "subsections," "paragraphs," "clauses" and other subdivisions are to the designated Articles, Sections, subsections, paragraphs, clauses and other subdivisions of this Sublease. The words "herein," "hereof," "hereto," "hereby," "hereunder" and other words of similar import refer to this Sublease as a whole and not to any particular Article, Section or other subdivision.

(b) The terms defined in the Glossary have the meanings assigned to them in the Glossary and include the plural as well as the singular.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities, subject to statutory exceptions and modifications, as in effect from time to time.

(d) The term "money" includes any cash, check, deposit, investment security or other form in which any of the foregoing are held hereunder.

(e) In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding."

Section 14.03. Acknowledgement of and Subordination to 2019O Lease and Indenture. The Sublessee has received copies of, and acknowledges the terms of, the 2019O Lease and the Indenture and agrees that its rights hereunder are subordinate and subject to the rights of the Trustee and the Owners of the Certificates under the 2019O Lease and the Indenture.

Section 14.04. Trustee, State and Sublessee Representatives. Whenever under the provisions hereof the approval of the Trustee, the State or the Sublessee is required, or the Trustee, State or the Sublessee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Trustee by the Trustee Representative, for the State by the State Representative and by the Sublessee for the Sublessee Representative and the Trustee, the State and the Sublessee shall be authorized to act on any such approval or request. The Sublessee Representative is the Superintendent of the Sublessee or any Person appointed as Sublessee Representative by such Person.

Section 14.05. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when mailed by first class United States mail, postage prepaid, or when sent by facsimile transmission or electronic mail, addressed as follows: if to the State, to Colorado State Treasurer, 140 State Capitol, 200 E. Colfax Ave., Denver, CO 80203, Attention: Deputy Treasurer, facsimile number: 303-866-2123, with a copy to Colorado State Controller, 1525 Sherman Street, 5th floor, Denver, Colorado 80203, Attention: Robert Jaros, facsimile number: 303-866-4233, electronic mail address: Bob.Jaros@state.co.us, and with a copy to Public School Capital Construction Assistance Board, 1580 Logan Street, Suite 310, Denver, Colorado 80203, Attention: Chair, facsimile number: 303.866.6168, electronic mail address: scott.stevens@bvsvd.org; if to the Trustee, to Zions Bancorporation, National Association, 1001 Seventeenth Street, Suite 850, Denver, Colorado 80202, Attention: Corporate Trust Services, facsimile number: 855-547-6178, electronic mail address: denvercorporatetrust@zionsbank.com; and if to the Sublessee, to Lake County School District R-1, Attention: Superintendent, facsimile number: 719-486-2048, electronic mail address: wwymen@lakecountyschools.net. Any notice party may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.06. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the State or the Sublessee, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the State or the Sublessee, as the case may be, and not of any member, director, officer, employee, servant or other agent of the State or the Sublessee in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the State or the Sublessee or any natural person executing this Sublease or any related document or instrument; provided, however, that such person is acting within the scope of his or her employment, membership, directorship or agency, as applicable, and not in a manner that constitutes gross negligence or willful misconduct.

Section 14.07. Amendments, Changes and Modifications. Except as otherwise provided herein, this Sublease may only be amended, changed, modified or altered by a written instrument executed by the State, the Assistance Board and the Sublessee.

Section 14.08. State May Rely on Certifications, Representations and Agreements of Sublessee. The State may rely on the certifications, representations and agreements of the Sublessee in this Sublease (including any Exhibit hereto) and may assume that the Sublessee will perform all of its obligations under this Sublease for purposes of making certifications,

representations and agreements to and with the Trustee in the 2019O Lease and making certifications and representations to Bond Counsel, Owners or potential Owners of Certificates and any other Person with respect to the Leased Property, the Projects, the Leases, the Site Leases, the Matching Moneys Bonds, the Certificates, the Indenture or any matter related thereto.

Section 14.09. Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Sublease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Sublease.

Section 14.10. Legal Description of Land Included in Leased Property. The legal description of the land included in the Leased Property subject to this Sublease is set forth in Exhibit B hereto. If the land included in Leased Property subject to this Sublease is modified pursuant to the terms of this Sublease or other land is substituted for land included in the Leased Property subject to this Sublease pursuant to the terms of this Sublease, the legal description set forth in Exhibit B hereto will be amended to describe the land included in the Leased Property subject to this Sublease after such modification or substitution.

Section 14.11. Merger. The State, the Trustee, the Site Lessor of the Leased Property and the Sublessee intend that the legal doctrine of merger shall have no application to this Sublease, the 2019O Lease or the Site Lease pursuant to which the Leased Property is leased to the Trustee by the Sublessee or the Sublessee's Chartering Authority and that none of the execution and delivery of this Sublease by the State and the Sublessee, the 2019O Lease by the Trustee and the State or such Site Lease by the Site Lessor and the Trustee or the exercise of any remedies by any party under this Sublease, the 2019O Lease or such Site Lease shall operate to terminate or extinguish this Sublease, the 2019O Lease or Site Lease.

Section 14.12. Severability. In the event that any provision of this Sublease, other than the obligation of the Sublessee to pay Additional Rent hereunder and the obligation of the State to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.13. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Sublease.

Section 14.14. Applicable Law. The laws of the State and rules and regulations issued pursuant thereto, as the same may be amended from time to time, shall be applied in the interpretation, execution and enforcement of this Sublease. Any provision of this Sublease, whether or not incorporated herein by reference, which provides for arbitration by an extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision hereof or incorporated herein by reference which purports to negate this Section in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or

otherwise. Any provision rendered null and void by the operation of this Section will not invalidate the remainder of this Sublease to the extent that this Sublease is capable of execution. At all times during the performance of this Sublease, the Sublessee shall strictly adhere to all applicable federal and State laws, rules and regulations that have been or may hereafter be established.

Section 14.15. Execution in Counterparts. This Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.16. State Controller's Approval. This Sublease shall not be deemed valid until it has been approved by the State Controller or such assistant as the State Controller may designate. Financial obligations of the State payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

Section 14.17. Non-Discrimination. The Sublessee agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

Section 14.18. Vendor Offset. Pursuant to C.R.S. §§ 24-30-202(1) and 24-30-202.4, the State Controller may withhold payment of certain amounts owed by State agencies under the State's vendor offset intercept system for (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. § 39 21-101 et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts certified by the State Controller as owing to the State as a result of final agency determination or judicial action.

Section 14.19. Employee Financial Interest. The signatories to this Sublease aver that, to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described herein.

Section 14.20. Accounting Allocation of State's Base Rent. Exhibit C hereto allocates the Base Rent payments of the State under the 2019O Lease among the 2019O Sublessees for accounting purposes. Exhibit C is included solely at the request of the Sublessee for its accounting purposes and shall not affect, and may not be used to determine, any rights or obligations of the State, the Sublessee or any other Person under this Sublease, the 2019O Lease, the Indenture or the Site Lease or for any other purpose.

Section 14.21. Assistance Board as Party. The Assistance Board is a party to this Sublease solely for the purpose of complying with the Act. Except as otherwise provided in Section 14.05 and 14.07 hereof, all actions hereunder or with respect hereto may be taken by the State, acting by and through the State Treasurer, without any participation by the Assistance Board.

Section 14.22. Rights and Obligations of Sublessee's Chartering Authority. Notwithstanding any other provision of this Sublease, if the Sublessee's Chartering Authority is a party to this Sublease:

(a) The Sublessee's Chartering Authority is a party to this Sublease solely for purposes of this Section.

(b) If (i) the Sublessee's Charter is terminated or expires for any reason, (ii) the Sublessee attempts, without the written consent of the State and the Sublessee's Chartering Authority, to transfer all or any portion of its interest in, to sublease or to grant the right to use the Leased Property to any other Person other than the Sublessee's Chartering Authority (except for a right to use that does not interfere with the operation of the Leased Property as a charter school in accordance with the Sublessee's Charter) or (iii) the Sublessee fails to use the Leased Property as a charter school in accordance with its Charter, then, automatically, without any further action by any Person, all the rights and obligations of the Sublessee under this Sublease and to the Leased Property shall terminate and the Sublessee's Chartering Authority shall succeed to all the rights and obligations of the Sublessee under this Sublease and to the Leased Property. If any such event occurs, the Sublessee and the Sublessee's Chartering Authority shall immediately deliver written notice to the State and the Trustee and the Sublessee, the Sublessee's Chartering Authority, the State and the Trustee shall take all actions reasonably requested by any of them to evidence such termination and succession, but a failure to deliver any such notice or take any such action shall not affect the operation of the first sentence of this subsection.

(c) If an Event of Default or Event of Nonappropriation under the 2019O Lease has occurred and the Sublessee has not delivered the notice required to be delivered to the Trustee and the State under Section 9.01(b)(i) hereof or the Sublessee has delivered such notice but has failed to pay the Sublessee's Purchase Option Price on the closing date pursuant to Section 9.01 hereof, the State shall notify the Sublessee's Chartering Authority and the Sublessee's Chartering Authority shall have the option to purchase the Leased Property in accordance with Section 9.01 hereof; provided that the Site Lessor shall have an additional 15 Business Days after delivery of the notice from the State to deliver a notice to the Trustee and the State in accordance with Section 9.01(b)(i) hereof.

(d) If, but for the application of this Section, an Event of Default has occurred or events have occurred that, with the passage of time without a cure, will result in an Event of Default (for purposes of this Section, a "prospective Event of Default"), the State shall notify the Sublessee's Chartering Authority and the Sublessee's Chartering Authority shall have the right to cure the prospective Event of Default within the time period available to the Sublessee under Section 12.01 hereof plus 15 Business Days. If the Sublessee's Chartering Authority cures the prospective Event of Default pursuant to this subsection, no Event of Default shall be deemed to have occurred and the Sublessee's Chartering Authority shall have the option to succeed to all rights and obligations of the Sublessee under this Sublease by delivering a written notice to the State and the Trustee that it desires to do so. If the Sublessee delivers such a notice, it shall automatically, without any further action by any Person, succeed to the rights and obligations of the Sublessee under this Sublease and the State and the Trustee shall take all actions reasonably requested by the Sublessee's Chartering Authority to effect and evidence such succession.

(e) If (i) the Sublessee's Chartering Authority is the Site Lessor under the Site Lease pursuant to which the Leased Property subject to this Sublease is leased to the Trustee and (ii)(A) such Leased Property is conveyed by the Trustee to the State pursuant to the Lease pursuant to which such Leased Property is leased to the State or (B) such Leased Property is conveyed by the State to the Sublessee pursuant to Section 9.03 hereof, then, the Sublessee and the Sublessee's Chartering Authority agree that such Site Lease shall, pursuant to Section 11.03 thereof, continue with the Sublessee succeeding to the rights and obligations of the Trustee thereunder.

THE PARTIES HERETO HAVE EXECUTED THIS SUBLEASE OF LAKE COUNTY SCHOOL DISTRICT R-1 AS OF THE DATE FIRST SET FORTH ABOVE

* Person(s) signing hereby swear and affirm that they are authorized to act and acknowledge that the State is relying on their representations to that effect.

<p>LAKE COUNTY SCHOOL DISTRICT R-1</p> <p>_____, President</p> <p>[DISTRICT SEAL]</p> <p>Attest:</p> <p>_____, Secretary</p>	<p align="center">STATE OF COLORADO Jared S. Polis, GOVERNOR Department of the Treasury David L. Young, Treasurer</p> <p align="center">_____ By Eric Rothaus, Deputy Treasurer</p>
<p align="center">STATE OF COLORADO Jared S. Polis GOVERNOR Department of Personnel & Administration Office of the State Architect, Real Estate Programs For the Executive Director</p> <p>By: _____ Brandon Ates, Manager of Real Estate Programs</p>	<p align="center">PUBLIC SCHOOL CAPITAL CONSTRUCTION ASSISTANCE BOARD, acting on behalf of the State of Colorado</p> <p>By: _____ Scott Stevens, Chair</p>
	<p align="center">STATE OF COLORADO Jared S. Polis, GOVERNOR LEGAL REVIEW Phil Weiser, Attorney General</p> <p>By: _____ Lori Ann F. Knutson, First Assistant Attorney General</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Sublease is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, MBA, CPA, JD

By: _____
 Robert Jaros, State Controller

Date: _____

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of December, 2019, by Eric Rothaus, Deputy Treasurer, acting on behalf of the State of Colorado, and by Scott Stevens, Chair of the Public School Capital Construction Assistance Board, acting on behalf of the State of Colorado.

WITNESS MY HAND AND OFFICIAL SEAL the day and year above written.

[NOTARIAL SEAL]

Notary

My commission expires:

STATE OF COLORADO)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this ___ day of December, 2019, by, as President, and, as Secretary, of Lake County School District R-1.

WITNESS MY HAND AND OFFICIAL SEAL the day and year above written.

[NOTARIAL SEAL]

Notary

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF LAND INCLUDED IN LEASED PROPERTY

[Insert]

EXHIBIT B
SPECIFICATIONS FOR PROJECT

[Insert]

EXHIBIT C

ACCOUNTING ALLOCATION OF STATE'S BASE RENT

Base Rate Payment Date	Amortizing Principal	Series 20190 Interest	Total Scheduled Base Rent
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EXHIBIT D
MATCHING MONEYS

Matching Moneys Amount: \$[13,870,445.60]

Matching Moneys Obligation Satisfied By: The delivery of a Matching Moneys Bond.

Description of Matching Moneys Bond: A Matching Moneys Bond delivered to the State on the date this Sublease is executed and delivered in the principal amount of \$[13,870,445.60]

EXHIBIT E

FORM OF ASSISTANCE FUND REQUISITION

Public School Capital Construction Assistance Board
1525 Sherman Street, Suite B17
Denver, Colorado 80203
Attention: Chair

State of Colorado Building Excellent Schools Today

Ladies and Gentlemen:

This Assistance Fund Requisition is delivered by the Participating K-12 Institution identified below (the “Participating K-12 Institution”) and the State of Colorado, acting by and through the State Treasurer (the “State”), to the Public School Capital Construction Assistance Board (the “Assistance Board”) pursuant to the Building Excellent Schools Today Sublease of the Sublessee dated as of December 5, 2019 (the “Sublease”) between the Participating K-12 Institution and the State and the Assistance Board. *Capitalized terms used but not defined herein have the meanings assigned to them in the Glossary attached to the State of Colorado Building Excellent Schools Today Master Trust Indenture dated August 12, 2009, as such Glossary has been amended, supplemented and restated by the Glossary attached to the State of Colorado Building Excellent Schools Today Series 2019O Supplemental Trust Indenture dated December 5, 2019 and as it may further be amended, supplemented and restated from time to time.*

The Participating K-12 Institution and the State, in accordance with the Participating K-12 Institution’s Sublease, hereby requisitions the dollar amount described below from the Assistance Fund to pay, or reimburse the Participating K-12 Institution for the payment of, Costs of the Participating K-12 Institution’s Project.

Representations of Participating K-12 Institution and State. The Participating K-12 Institution and the State each represent that:

1. The Participating K-12 Institution has withdrawn all moneys that it may withdraw from the Participating K-12 Institution’s Project Account pursuant to Section 4.10(a) of the Participating K-12 Institution’s Sublease.
2. The total amount withdrawn from the Assistance Fund pursuant to this Requisition and all previous requisitions does not exceed the amount set forth in Exhibit D to the Participating K-12 Institution’s Sublease as the amount of money in the Assistance Fund available to pay Costs of the Participating K-12 Institution’s Project.

Representations of Participating K-12 Institution. The Participating K-12 Institution represents that:

(a) This Requisition is not for an amount that the Participating K-12 Institution does not intend to pay to a Contractor or material supplier because of a dispute or other reason.

(b) Title to all Work to be paid for with moneys withdrawn pursuant to this Requisition will pass to the Trustee no later than the time of payment. If the moneys withdrawn pursuant to this Requisition are to be used to pay for materials or equipment, the materials or equipment have already been delivered and title thereto has already been transferred to the Trustee.

(c) If the moneys withdrawn pursuant to this Requisition are to be used to pay, or to reimburse the Participating K-12 Institution for the payment of, Costs of the Project incurred in connection with the acquisition of any real estate included in or to be added to the Leased Property: (i) the Trustee owns such real estate or a leasehold interest in such real estate free and clear of encumbrances other than Permitted Encumbrances and (ii) the Fair Market Value of such real estate is at least equal to the amount of money to be withdrawn.

(d) If this Requisition is for the final installment of the Costs of the Project, a Certificate of Completion has been delivered to or is being delivered with this Requisition to the State and the Trustee.

(e) The Participating K-12 Institution's Sublease is in full force and effect and no Event of Default or Event of Nonappropriation has occurred and is continuing thereunder; and, if the Participating K-12 Institution has delivered a Matching Moneys Bond to the State, such Matching Moneys Bond is in full force and effect and the Participating K-12 Institution has paid all amounts due, and is not otherwise in default with respect to any of its obligations with respect to, such Matching Money Bond.

Representations of State. The State represents no Event of Default or Event of Nonappropriation has occurred and is continuing under any Lease.

NAME OF PARTICIPATING K-12 INSTITUTION:

TOTAL DOLLAR AMOUNT REQUESTED PURSUANT TO THIS REQUISITION:

The undersigned hereby certifies that he/she is, as appropriate, the Participating K-12 Institution Representative and the State Representative and is authorized to sign and deliver this Requisition to the Assistance Board pursuant to the Participating K-12 Institution's Sublease.

NAME OF PARTICIPATING K-12
INSTITUTION:

BY PARTICIPATING K-12 INSTITUTION
REPRESENTATIVE

Print Name of Participating K-12 Institution
Representative

Signature of Participating K-12 Institution
Representative

STATE OF COLORADO, ACTING BY AND
THROUGH THE STATE TREASURER

By _____
State Representative

Date: _____

PAYMENT SCHEDULE TO ASSISTANCE FUND REQUISITION

Invoice Date or Number	Payee	Address	Amount to be Paid	State Approved Line Item
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**STATE OF COLORADO
BUILDING EXCELLENT SCHOOLS TODAY
SITE LEASE OF LAKE COUNTY SCHOOL DISTRICT R-1**

by and between

**LAKE COUNTY SCHOOL DISTRICT R-1,
as site lessor**

and

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
solely in its capacity as Trustee under the Indenture identified herein,
as site lessee**

Dated as of December 5, 2019

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**STATE OF COLORADO
BUILDING EXCELLENT SCHOOLS TODAY
SITE LEASE OF LAKE COUNTY SCHOOL DISTRICT R-1**

This State of Colorado Building Excellent Schools Today Site Lease (this “Site Lease”) is dated as of December 5, 2019 and is entered into by and between Lake County School District R-1 (the “Site Lessor”), as lessor, and Zions Bancorporation, National Association, a national banking association duly organized and validly existing under the laws of the United States, solely in its capacity as trustee under the Indenture (the “Trustee”), as lessee. *Capitalized terms used but not defined in this Site Lease have the meanings assigned to them in the Glossary attached to the State of Colorado Building Excellent Schools Today Master Trust Indenture dated August 12, 2009, as such Glossary has been amended, supplemented and restated by the Glossary attached to the State of Colorado Building Excellent Schools Today 2019O Supplemental Trust Indenture dated December 5, 2019 and as it may further be amended, supplemented and restated from time to time.*

RECITALS

A. The Site Lessor owns the land described in attached Exhibit A hereto (the “Land”) and the buildings, structures and improvements now or hereafter located on the Land (the Land and such buildings, structures and improvements, collectively, are referred to as the “Leased Property”).

B. The Site Lessor is authorized by applicable law, its governing documents, if relevant, and action of its Governing Body to, and will, lease the Leased Property to the Trustee pursuant to this Site Lease. The State Treasurer, on behalf of the State and on the instructions of the Assistance Board, will lease the Leased Property from the Trustee pursuant to the 2019O Lease.

C. The State Treasurer, on behalf of the State, on the instructions of the Assistance Board and as authorized under the Act, will sublease the Leased Property to the Sublessee identified in the Sublease under which the Leased Property is subleased to such Sublessee. Proceeds of the 2019O Certificates issued pursuant to the Indenture will be used to finance the Project of such Sublessee.

AGREEMENT

For and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto hereby agree as follows:

ARTICLE I

CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

Section 1.01. Representations, Covenants and Warranties by Trustee. The Trustee hereby certifies, represents and agrees that all the certifications, representations and agreements of the Trustee set forth in Section 6.01 of the Master Indenture are true and accurate and makes

the same certifications, representations and agreements under this Site Lease as if set forth in full herein.

Section 1.02. Certifications, Representations and Agreements by Site Lessor. The Site Lessor certifies, represents and agrees that:

(a) The Site Lessor is a Participating K-12 Institution or is the Chartering Authority for a Participating K-12 Institution that is a charter school.

(b) The Site Lessor is duly organized, validly existing and in good standing under Colorado law. The Site Lessor is authorized under applicable law, its governing documents, if relevant, and action of its Governing Body to lease the Leased Property to the Trustee pursuant to this Site Lease and to execute, deliver and perform its obligations under this Site Lease.

(c) The Site Lessor is the owner of the fee interest in the Leased Property, subject only to Permitted Encumbrances.

(d) The Site Lessor has received all approvals and consents required for the Site Lessor's execution, delivery and performance of its obligations under this Site Lease.

(e) This Site Lease has been duly executed and delivered by the Site Lessor and is enforceable against the Site Lessor in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(f) The execution, delivery and performance of this Site Lease does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Site Lessor is now a party or by which the Site Lessor is bound, or constitute a default under any of the foregoing, violate any Requirement of Law applicable to the Site Lessor, or, except as specifically provided in the 2019O Lease, the Indenture and the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or to a charter school for which the Site Lessor is the Chartering Authority, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Site Lessor.

(g) There is no litigation or proceeding pending or threatened against the Site Lessor or any other Person affecting the right of the Site Lessor to execute, deliver or perform the obligations of the Site Lessor under this Site Lease.

(h) The Site Lessor will receive economic and other benefits by the leasing of the Leased Property by the Site Lessor pursuant to this Site Lease. The initial Leased Property leased pursuant to this Site Lease is, and any Leased Property substituted for the initial Leased Property will be, property that is necessary and essential to the purposes

and operations of the Site Lessor or a Participating K-12 Institution for which the Site Lessor is the Chartering Authority. The Site Lessor expects that the Leased Property will adequately serve the needs for which it is being leased throughout the Scheduled Site Lease Term.

(i) The Site Lessor is not aware of any current violation of any Requirement of Law relating to the Leased Property and accepts full responsibility for any prior or future violations of any Requirement of Law relating to environmental issues relating to the Leased Property.

(j) Minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Leased Property that exist with respect to the Leased Property do not materially impair title to the Leased Property.

ARTICLE II

DEMISING CLAUSE; ENJOYMENT OF LEASED PROPERTY

Section 2.01. Demising Clause. The Site Lessor demises and leases the land described in Exhibit A hereto (the “Land” for purposes of this Site Lease) and the buildings, structures and improvements now or hereafter located on the Land (the “Leased Property” for purposes of this Site Lease) to the Trustee in accordance with the terms of this Site Lease, subject only to Permitted Encumbrances, to have and to hold for the Site Lease Term.

Section 2.02. Enjoyment of Leased Property. The Site Lessor covenants that, during the Site Lease Term and so long as no Event of Default hereunder shall have occurred, the Trustee shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Site Lessor, except as expressly required or permitted by this Site Lease.

ARTICLE III

SITE LEASE TERM; TERMINATION OF SITE LEASE

Section 3.01. Site Lease Term.

(a) The Site Lease Term shall commence on the date this Site Lease is executed and delivered and shall expire upon the earliest of any of the following events:

(i) December [], 20[];

(ii) conveyance of the Leased Property to the Site Lessor pursuant to the Sublease relating to the Leased Property;

(iii) termination of this Site Lease following an Event of Default under this Site Lease in accordance with Section 10.02(a) hereof; or

(iv) cancellation of the Sublease pursuant to which the Leased Property is subleased pursuant to Section 3.03 of such Sublease.

Section 3.02. Effect of Termination of Site Lease Term. Upon termination of the Site Lease Term, all unaccrued obligations of the Trustee hereunder shall terminate, but all obligations of the Trustee that have accrued hereunder prior to such termination shall continue until they are discharged in full.

ARTICLE IV

SITE LESSOR IS THIRD PARTY BENEFICIARY OF CERTAIN COVENANTS OF STATE IN 2019O LEASE

The Site Lessor and its successors and assigns are intended third party beneficiaries of the covenants of the State in Articles VI and VII and Section 9.02, 9.03(b) and 12.02 and of the Trustee in Section 9.03(a) of the 2019O Lease (the "Site Lessor Protection Provisions"). If the 2019O Lease is terminated for any reason, this Site Lease is not terminated and the Trustee leases or subleases all or any portion of the Leased Property or assigns an interest in this Site Lease, as a condition to such lease, sublease or assignment, the lessee, sublessee or assignee must execute an instrument, in form and substance reasonably satisfactory to the Site Lessor, that contains substantially the same covenants as the Site Lessor Protection Provisions and names the Site Lessor and its successors and assigns as intended third party beneficiaries of such covenants. Any provision of this Site Lease that is similar to any of the Site Lessor Protection Provisions shall not be interpreted to limit or restrict the rights of the Site Lessor under this Article.

ARTICLE V

RENT

The Trustee is not obligated to pay any rent under this Site Lease. The consideration to the Site Lessor for the right to use the Leased Property during the Site Lease Term is the deposit of proceeds of the 2019O Certificates into the Project Account held by the Trustee under the Indenture to finance the Project of the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority. The provisions of Article IV of this Site Lease are intended to assure that the State or another lessee, sublessee or assignee pays Additional Rent in accordance with the 2019O Lease or an amount equal to the Additional Rent that would have been paid under the 2019O Lease under another instrument executed and delivered pursuant to Article IV of this Site Lease.

ARTICLE VI

TITLE TO LEASED PROPERTY; ENCUMBRANCES, EASEMENTS, MODIFICATIONS, SUBSTITUTION, DAMAGE, PERSONAL PROPERTY

Section 6.01. Title to Leased Property. Title to the Leased Property shall be held in the name of the Site Lessor, subject to this Site Lease, the 2019O Lease and the Sublease of the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority.

Section 6.02. Limitations on Disposition of and Encumbrances on Leased Property.

Except as otherwise permitted in this Article or Article VII or VIII hereof and except for Permitted Encumbrances, the Site Lessor shall not sell, assign, transfer or convey any portion of or any interest in the Leased Property or directly or indirectly create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property.

Section 6.03. Granting of Easements. The Site Lessor shall, at the request of the Trustee or the State consent to grants of easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to the Leased Property on the same terms and in the same manner as the Trustee is required to do so pursuant to Section 7.03 of the 2019O Lease.

Section 6.04. Subleasing and Other Grants of Use. The Trustee is expressly authorized to lease or sublease the Leased Property to the State pursuant to the 2019O Lease. The State is expressly authorized to sublease the Leased Property to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority as Sublessee pursuant to a Sublease. The Trustee is expressly authorized to lease or sublease the Leased Property to or create other interests in the Leased Property for the benefit of any other Person or Persons in connection with the exercise of the Trustee's remedies under the 2019O Lease and the Indenture following an Event of Default or Event of Nonappropriation under the 2019O Lease.

Section 6.05. Substitution of Other Property for Leased Property. If the State substitutes other real property under the 2019O Lease for any portion of the Site Lessor's Leased Property, the property so substituted under the 2019O Lease may also be substituted for Leased Property under this Site Lease in any manner and on any terms determined by the State in its sole discretion.

Section 6.06. Property Damage, Defect or Title Event. If a Property Damage, Defect or Title Event occurs with respect to any portion of the Leased Property, the Net Proceeds received as a consequence thereof shall be deposited and used in accordance with Section 7.07 of the 2019O Lease.

Section 6.07. Condemnation by State or Site Lessor. In the event the State brings an eminent domain or condemnation proceeding with respect to the Leased Property and the 2019O Lease has not terminated, the terms of Section 7.08 of the 2019O Lease shall apply. In the event the Site Lessor brings an eminent domain or condemnation proceeding with respect to the Leased Property and the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority has not terminated, the terms of Section 8.08 of such Sublease shall apply. If (a) the 2019O Lease or the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority are terminated for any reason, (b) this Site Lease is not terminated and (c) the Trustee leases or subleases all or any portion of the Leased Property or assigns an interest in this Site Lease to a governmental entity that has eminent domain or condemnation powers, such lease or sublease shall include a provision similar to Section 7.08 of the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority.

Section 6.08. Personal Property of Trustee, State and Others. The Trustee, the State, the Sublessee and any other Person who has the right to use the Leased Property under this Site Lease, the 2019O Lease or the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority, at its own expense, may install equipment and other personal property in or on any portion of the Leased Property, which equipment or other personal property shall not become part of the Leased Property unless it is permanently affixed to the Leased Property or removal of it would materially damage the Leased Property, in which case it will become part of the Leased Property.

ARTICLE VII

LICENSES AND SHARED UTILITIES

Section 7.01. Access Licenses. The Site Lessor grants to the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, a non-exclusive blanket license over, upon and through the roadways, drive lanes, parking areas and sidewalks now or hereafter located on real property owned by the Site Lessor that is adjacent to but not included in the Leased Property (the “Access Area”) for the purpose of walking upon, moving equipment and goods and supplies through and driving vehicles upon, over and across all of the sidewalk areas, entrances, drives, lanes and parking areas, alleys and other areas for ingress and egress to and from the Leased Property; provided that such license shall not conflict with or adversely affect the use of the Access Area by the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them. The Trustee grants to the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, a non-exclusive blanket license over, upon and through the roadways, drive lanes, parking areas and sidewalks now or hereafter located on the Leased Property for the purpose of walking upon, moving equipment and goods and supplies through and driving vehicles upon, over and across all of the sidewalk areas, entrances, drives, lanes and parking areas, alleys and other areas for ingress and egress to and from the Access Area; provided that such license shall not conflict with or adversely affect the Trustee’s use of the Leased Property.

Section 7.02. Appurtenant Staging Areas Licenses. The Site Lessor grants to the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, non-exclusive licenses over, upon and through real property owned by the Site Lessor that is adjacent to but not included in the Leased Property (the “Appurtenant Staging Area”) for the purposes of constructing, placing, operating and maintaining all necessary pipes, vents, conduits, wires and utilities necessary to maintain and operate the Leased Property and for the maintenance of any nonmaterial encroachments of the improvements constituting the Leased Property; provided that such license shall not adversely affect the use of the Appurtenant Staging Area by the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them. The Trustee grants to the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, non-exclusive licenses over, upon and through the Leased Property for the purposes of constructing, placing, operating and maintaining all necessary pipes, vents, conduits, wires and utilities necessary to maintain and operate the Appurtenant Staging Area and for the maintenance of any nonmaterial encroachments

of the improvements constituting the Appurtenant Staging Area; provided that such license shall not adversely affect the use of the Leased Property by the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them.

Section 7.03. Offsite Parking Licenses. The Site Lessor grants to the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, a non-exclusive license for the use of areas designated as parking areas, and access to and from such parking areas, now or hereafter located on real property owned by the Site Lessor but not included in the Leased Property (the “Offsite Parking Area”) for the purpose of parking of passenger vehicles (buses and similar vehicles excluded) in connection with the use of the Leased Property by the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them; provided that such license shall not conflict with or adversely affect the use of the Offsite Parking Area by the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them; and provided, further that, the Site Lessor reserves the right to implement and enforce reasonable rules and regulations for the use of the Offsite Parking Area, including, without limitation: (a) to direct and regulate vehicular traffic and provide safe vehicular access to and from the Offsite Parking Area; (b) to specify and enforce rules and regulations with regard to the use of the Offsite Parking Area spaces; (c) to designate certain parking spaces to be used only by handicapped drivers, employees or visitors; (d) to implement and enforce parking fees and fines; and (e) to restrict time periods for permitted parking. The Trustee grants to the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, a non-exclusive license for the use of areas designated as parking areas, and access to and from such parking areas, now or hereafter located on the Leased Property (the “Onsite Parking Area”) for the purpose of parking of passenger vehicles (buses and similar vehicles excluded) in connection with the use of other real property not included in the Leased Property by the Site Lessor and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them; provided that such license shall not conflict with or adversely affect the use of the Onsite Parking Area by the Trustee and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them; and provided, further that, the Trustee reserves the right to implement and enforce reasonable rules and regulations for the use of the Onsite Parking Area similar to those implemented and enforced by the Site Lessor with respect to the Offsite Parking Area.

Section 7.04. Shared Utilities. The Site Lessor agrees to provide the Leased Property with all gas, water, steam, electricity, heat, power and other utilities provided by Site Lessor to the Leased Property on the date hereof on a continuous basis except for periods of repair. The Site Lessor shall be entitled to reimbursement for its actual and reasonable costs incurred in providing such utilities, determined in a fair and reasonable manner based on the use of such utilities by the Leased Property or portions thereof, the operational, maintenance and repair costs of such utilities elements and any costs to acquire or relocate any easements or lines relating to or used in connection with the operation of such utilities. Pursuant to the 2019O Lease, the State has agreed to reimburse the Trustee for such costs during the Lease Term of the 2019O Lease. Pursuant to the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority, the Sublessee under such Sublease, has agreed to reimburse the State for such costs during the Sublease Term of such Sublease. If, (a) the 2019O Lease is terminated for any reason, (b) this Site Lease is not

terminated and (c) the Trustee leases or subleases all or any portion of the Leased Property or assigns an interest in this Site Lease, the lessee, sublessee or assignee, as a condition to such lease, sublease or assignment, must agree to reimburse the Site Lessor for such costs.

ARTICLE VIII

GENERAL COVENANTS

Section 8.01. Further Assurances and Corrective Instruments. So long as this Site Lease is in full force and effect, the Trustee and the Site Lessor shall have full power to carry out the acts and agreements provided herein and the Site Lessor and the Trustee, at the written request of the other, shall from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property leased or intended to be leased hereunder, or for otherwise carrying out the intention of or facilitating the performance of this Site Lease.

Section 8.02. Compliance with Requirements of Law. On and after the date hereof, the Site Lessor shall not take any action with respect to the Leased Property that violates the terms hereof or is contrary to the provisions of any Requirement of Law.

Section 8.03. Participation in Legal Actions. At the request of and at the cost of the Trustee or the State, the Site Lessor shall join and cooperate fully in any legal action in which the Trustee or the State asserts its right to the enjoyment of the Leased Property; that involves the imposition of any charges, costs or other obligations or liabilities on or with respect to the Leased Property or the enjoyment of the Leased Property by the Trustee or the State; or that involves the imposition of any charges, costs or other obligations with respect to the Trustee's execution, delivery and performance of its obligations under this Site Lease or the State's execution, delivery and performance of its obligations under the 2019O Lease.

ARTICLE IX

LIMITS ON OBLIGATIONS

Section 9.01. Disclaimer of Warranties. THE SITE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY. In no event shall the Site Lessor be liable for any incidental, special or consequential damage in connection with or arising out of this Site Lease or the existence, furnishing, functioning or use by the Trustee of any item, product or service provided for herein.

Section 9.02. Financial Obligations of Trustee Limited to Trust Estate. Notwithstanding any other provision hereof, all financial obligations of the Trustee under this Site Lease, except those resulting from its willful misconduct or negligence, are limited to the Trust Estate.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Event of Default Defined. An “Event of Default” under this Site Lease shall be deemed to have occurred upon failure by the Trustee to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the Trustee by the Site Lessor, unless the Site Lessor shall consent in writing to an extension of such time prior to its expiration; provided, however, that:

(a) if the failure stated in the notice cannot be corrected within the applicable period, the Site Lessor shall not withhold its consent to an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected; and

(b) if, by reason of Force Majeure, the Trustee shall be unable in whole or in part to carry out any agreement on its part herein contained the Trustee shall not be deemed in default during the continuance of such inability; provided, however, that the Trustee shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the Trustee from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be solely within the discretion of the Trustee.

Section 10.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Site Lessor may take one or any combination of the following remedial steps:

(a) terminate the Site Lease Term and give notice to the Trustee to immediately vacate the Leased Property;

(b) sell or lease its interest in all or any portion of the Leased Property, subject to the purchase option of the Sublessee under the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority;

(c) enforce any provision of this Site Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under Article XI hereof by specific performance, writ of mandamus or other injunctive relief; and

(d) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Site Lease, subject, however, to the limitations on the obligations of the Trustee set forth in Section 9.02 hereof.

Section 10.03. No Remedy Exclusive. Subject to Section 9.02 hereof, no remedy herein conferred upon or reserved to the Site Lessor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or

hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Site Lessor to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 10.04. Waivers. The Site Lessor may waive any Event of Default under this Site Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

TRANSFERS OF INTERESTS IN LEASE OR LEASED PROPERTY

Section 11.01. Assignment by Site Lessor. The Site Lessor shall not, except as otherwise provided elsewhere in this Site Lease, assign, convey or otherwise transfer to any Person any of the Site Lessor's interest in the Leased Property or the Site Lessor's rights, title or interest in, to or under this Site Lease.

Section 11.02. Transfer of the Trustee's Interest in Lease and Leased Property Prohibited. Except as otherwise permitted by Section 6.04 hereof with respect to subleasing or grants of use of the Leased Property and Section 6.05 hereof with respect to substitutions or as otherwise required by law, the Trustee shall not sublease, assign, encumber, convey or otherwise transfer all or any portion of its interest in this Site Lease or the Leased Property to any Person, whether now in existence or organized hereafter.

Section 11.03. Conveyance of Leased Property to State Pursuant to 2019O Lease. The parties recognize and agree that, notwithstanding any other provision of this Site Lease, the 2019O Lease or any Sublease, upon conveyance of all the Leased Property subject to the 2019O Lease by the Trustee to the State pursuant to Article VIII of the 2019O Lease and conveyance of the Leased Property subject to this Site Lease by the State to the Sublessee pursuant Section 9.03 of the Sublease applicable to such Leased Property: (a) if the Site Lessor under this Site Lease and the Sublessee under such Sublease are the same, this Site Lease shall terminate; and (b) if the Site Lessor under this Site Lease and the Sublessee are not the same, this Site Lease shall continue with the Sublessee succeeding to the rights and obligations of the Trustee under this Site Lease.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Trustee and the Site Lessor and their respective successors and assigns, including, but not limited to, the State under the 2019O Lease and the Sublessee under the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority, subject, however, to the limitations

set forth in Article XI hereof. This Site Lease and the covenants set forth herein are expressly intended to be covenants, conditions and restrictions running with the Leased Property and the leasehold estate in the Leased Property under this Site Lease.

Section 12.02. Interpretation and Construction. This Site Lease and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Site Lease. For purposes of this Site Lease, except as otherwise expressly provided or unless the context otherwise requires:

(a) All references in this Site Lease to designated “Articles,” “Sections,” “subsections,” “paragraphs,” “clauses” and other subdivisions are to the designated Articles, Sections, subsections, paragraphs, clauses and other subdivisions of this Site Lease. The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder” and other words of similar import refer to this Site Lease as a whole and not to any particular Article, Section or other subdivision.

(b) The terms defined in the Glossary have the meanings assigned to them in the Glossary and include the plural as well as the singular.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities, subject to statutory exceptions and modifications, as in effect from time to time.

(d) The term “money” includes any cash, check, deposit, investment security or other form in which any of the foregoing are held hereunder.

(e) In the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and each of the words “to” and “until” means “to but excluding.”

Section 12.03. Acknowledgement of 2019O Lease and Sublease. The Trustee has received a copy of, and acknowledges the terms of, the 2019O Lease and the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority.

Section 12.04. Trustee, State and Site Lessor Representatives. Whenever under the provisions hereof the approval of the Trustee, the State or the Site Lessor is required, or the Trustee, the State or the Site Lessor is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Trustee by the Trustee Representative, for the State by the State Representative and by the Site Lessor by the Site Lessor Representative and the Trustee, the State and the Site Lessor shall be authorized to act on any such approval or request. The Site Lessor Representative is the Superintendent of the Site Lessor or any Person appointed as Site Lessor Representative by such Person.

Section 12.05. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when mailed by first class United States mail, postage prepaid, or when sent by facsimile transmission or electronic

mail, addressed as follows: if to the Site Lessor, to Lake County School District R-1, Attention: Superintendent, facsimile number: 719-486-2048, electronic mail address: wwyman@lakecountyschools.net; if to the Trustee, to Zions Bancorporation, National Association, 1001 Seventeenth Street, Suite 850, Denver, Colorado 80202, Attention: Corporate Trust Services, facsimile number: 855-547-6178, electronic mail address: denvercorporatetrust@zionsbank.com; and if to the State, to Colorado State Treasurer, 140 State Capitol, 200 E. Colfax Ave., Denver, CO 80203, Attention: Deputy Treasurer, facsimile number: 303-866-2123, with a copy to Colorado State Controller, 1525 Sherman Street, 5th floor, Denver, Colorado 80203, Attention: Robert Jaros, facsimile number: 303-866-4233, electronic mail address: Bob.Jaros@state.co.us. Any notice party may, by written notice to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.06. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the Site Lessor or the Trustee, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Site Lessor or the Trustee, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Site Lessor or the Trustee in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the Site Lessor or the Trustee or any natural person executing this Site Lease or any related document or instrument; provided that such person is acting within the scope of his or her employment, membership, directorship or agency, as applicable, and not in a manner that constitutes gross negligence or willful misconduct.

Section 12.07. Amendments, Changes, Modifications and Release. Except as otherwise provided herein or in the Indenture, this Site Lease may only be amended, changed, modified, altered or released by a written instrument executed by the Site Lessor and the Trustee; and the Trustee shall, if and when requested by the State, execute and deliver any amendment to or release of this Site Lease proposed by the State upon delivery to the Trustee of an opinion of Bond Counsel stating that such amendment or release does not violate the Indenture or the Leases.

Section 12.08. Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Site Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Site Lease.

Section 12.09. Legal Description of Land Included in Leased Property. The legal description of the land included in the Leased Property subject to this Site Lease is set forth in Exhibit A hereto. If the land included in the Leased Property subject to this Site Lease is modified pursuant to the terms of this Site Lease or other land is substituted for land included in the Leased Property subject to this Site Lease pursuant to the terms of this Site Lease, the legal description set forth in Exhibit A hereto will be amended to describe the land included in the Leased Property subject to this Site Lease after such modification or substitution.

Section 12.10. Merger. The State, the Site Lessor, the Trustee and any Sublessee that leases the Leased Property intend that the legal doctrine of merger shall have no application to this Site Lease, the 2019O Lease or the Sublease pursuant to which the Leased Property is subleased to the Site Lessor or a charter school for which the Site Lessor is the Chartering Authority and that none of the execution and delivery of this Site Lease by the Site Lessor and the Trustee, the 2019O Lease by the Trustee and the State or such Sublease by the State and the Sublessee or the exercise of any remedies by any party under this Site Lease, the 2019O Lease or such Sublease shall operate to terminate or extinguish this Site Lease, the 2019O Lease or such Sublease.

Section 12.11. Severability. In the event that any provision of this Site Lease, other than the obligation of the Site Lessor to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.12. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Site Lease.

Section 12.13. Applicable Law. The laws of the State and rules and regulations issued pursuant thereto, as the same may be amended from time to time, shall be applied in the interpretation, execution and enforcement of this Site Lease. Any provision of this Site Lease, whether or not incorporated herein by reference, which provides for arbitration by an extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision hereof or incorporated herein by reference which purports to negate this Section in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this Section will not invalidate the remainder of this Site Lease to the extent that this Site Lease is capable of execution. At all times during the performance of this Site Lease, the Site Lessor and the Trustee shall strictly adhere to all applicable federal and State laws, rules and regulations that have been or may hereafter be established.

Section 12.14. Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.15. Value of Land. The Site Lessor estimates that the value of the land included in the Leased Property as of the date this Site Lease is entered into is \$35,562,274.00.

IN WITNESS WHEREOF, the Trustee and the Site Lessor have executed this Site Lease as of the date first above written.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, solely in its capacity as trustee under the Indenture

By _____
Authorized Signatory

[DISTRICT SEAL]

LAKE COUNTY SCHOOL DISTRICT R-1

By _____
Title: _____

ATTEST:

By _____
Secretary

[Signature Page to Site Lease of Lake County School District R-1]

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of December, 2019 by _____, as an authorized signatory of Zions Bancorporation, National Association.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary

My commission expires:

STATE OF COLORADO)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this ____ day of December, 2019,
by , as President, and , as Secretary of Lake County School District R-1.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF LAND INCLUDED IN LEASED PROPERTY

[insert]

RESOLUTION NO 20-09

A RESOLUTION AUTHORIZING THE ISSUANCE BY LAKE COUNTY SCHOOL DISTRICT NO. R-1, LAKE COUNTY, COLORADO, OF A GENERAL OBLIGATION BOND FOR THE PURPOSES APPROVED AT THE DISTRICT'S ELECTION ON NOVEMBER 5, 2019, AND AUTHORIZING THE LEVY OF PROPERTY TAXES TO PAY SUCH BOND; PROVIDING THE FORM OF THE BOND AND OTHER DETAILS IN CONNECTION THEREWITH; AND APPROVING OTHER DOCUMENTS RELATING TO THE BOND.

WHEREAS, Lake County School District No. R-1, Lake County, Colorado (the "District"), is a duly organized and validly existing school district, political subdivision and body corporate of the State (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Resolution); and

WHEREAS, pursuant to Article 42 of Title 22, Colorado Revised Statutes, the District is authorized to issue general obligation Bonds for various purposes, subject to obtaining voter approval of a ballot issue authorizing such Bond; and

WHEREAS, at an election on November 5, 2019, the following ballot issue (the "Ballot Issue") was approved by a majority of the eligible electors of the District voting on the Ballot Issue:

SHALL LAKE COUNTY SCHOOL DISTRICT NO. R-1 DEBT BE INCREASED \$13,870,450, WITH A REPAYMENT COST OF UP TO \$22,250,000, AND SHALL DISTRICT TAXES BE INCREASED UP TO \$1,115,000 ANNUALLY BY THE ISSUANCE AND PAYMENT OF GENERAL OBLIGATION BONDS TO PROVIDE LOCAL MATCHING MONEY REQUIRED FOR THE DISTRICT TO RECEIVE APPROXIMATELY \$20,805,000 IN STATE GRANT FUNDS UNDER THE BUILDING EXCELLENT SCHOOLS TODAY ("BEST") PROGRAM TO FINANCE THE COSTS OF:

- CONSTRUCTING, EQUIPPING, AND FURNISHING A NEW ELEMENTARY SCHOOL FACILITY ON THE SITE OF THE EXISTING SCHOOL, INCLUDING THE DEMOLITION OF EXISTING FACILITY;

WHICH STATE FINANCIAL ASSISTANCE WOULD NOT BE REQUIRED TO BE REPAYED AND WHICH WILL BE DISTRIBUTED TO OTHER SCHOOL DISTRICTS IF THIS BALLOT ISSUE DOES NOT PASS;

AND TO THE EXTENT REMAINING FUNDS ARE AVAILABLE, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, REPAIRING AND IMPROVING DISTRICT CAPITAL ASSETS AS AUTHORIZED BY LAW, WITH SUCH GENERAL OBLIGATION BONDS TO SOLD TO INVESTORS OR ISSUED TO THE STATE TREASURER UNDER THE "BEST" PROGRAM, SUCH BONDS TO BEAR INTEREST, MATURE, BE SUBJECT TO REDEMPTION, WITH OR WITHOUT PREMIUM OF NOT MORE THAN THREE PERCENT, AND BE ISSUED AT SUCH TIME, AT SUCH PRICE (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS, NOT INCONSISTENT

WITH THIS BALLOT ISSUE, AS THE BOARD OF EDUCATION MAY DETERMINE, AND SHALL AD VALOREM PROPERTY TAXES BE LEVIED WITHOUT LIMIT AS TO THE MILL RATE TO GENERATE AN AMOUNT SUFFICIENT IN EACH YEAR TO PAY THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT AND ANY REFUNDING DEBT AND TO FUND ANY RESERVES FOR THE PAYMENT THEREOF, PROVIDED THAT ANY REVENUE PRODUCED BY SUCH MILL LEVY SHALL NOT EXCEED \$1,115,000 ANNUALLY?

WHEREAS, the returns of the November 5, 2019, election were duly canvassed and the results thereof duly declared; and

WHEREAS, the District has not previously issued any of the general obligation debt authorized pursuant to the Ballot Issue; and

WHEREAS, the District has applied and been awarded financial assistance under the Building Excellent Schools Today program for the construction and equipping of the facility approved by the electors in the Ballot Issue; and

WHEREAS, as a condition of the award of financial assistance the District is required to pay matching moneys to the State in an amount equal to a percentage of the total financing for the Project as determined by the Public School Capital Construction Assistance Board in accordance with Section 22-43.7-109(9), Colorado Revised Statutes; and

WHEREAS, the Bond to be issued to the State pursuant to this Resolution will comprise the matching moneys required to be paid by the District; and

WHEREAS, after issuance of the Bond, the District's outstanding bonded indebtedness will not exceed 20% of the assessed valuation of taxable property in the District as it existed on the December 10, 2018 (which is the December 10 prior to the date of issuance of the bonded indebtedness); and

WHEREAS, no member of the Board has a potential conflict of interest in connection with the authorization, issuance, sale or use of proceeds of the Bond; and

WHEREAS, this Resolution is being adopted to authorize the issuance, sale and delivery of the Bond, and to provide for the details and payment of the Bond.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF LAKE COUNTY SCHOOL DISTRICT NO. R-1, LAKE COUNTY, COLORADO:

Section 1. Definitions. The following terms shall have the following meanings as used in this Resolution:

“*Acts*” means Article 42 of Title 22, Colorado Revised Statutes, Part 2 of Article 57 of Title 11, Colorado Revised Statutes, and Article 43.7 of Title 22, Colorado Revised Statutes (also known as the “Building Excellent Schools Today Act”), or any successors statutes thereto.

“*Ballot Issue*” means the Ballot Issue approved by District voters quoted and defined as such in the preambles hereto.

“*Board*” means the Board of Education of the District, and any successor body.

“*Bond*” means the Bond authorized by the Section hereof entitled “Authorization of Bond and Bond Details.”

“*Bond Account*” means the subsidiary account within the Bond Redemption Fund for which a separate tax levy is made to satisfy the obligations of the Bond.

“*Bond Redemption Fund*” means the Bond Redemption Fund of the District established and maintained as required under State law.

“*Business Day*” means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

“*County*” means Lake County, Colorado.

“*Dated Date*” means the original dated date for the Bond, as established in the Sale Certificate, which shall be the date on which interest shall begin to accrue on the Bond.

“*District*” means Lake County School District No. R-1, Lake County, Colorado, and any successor thereto.

“*Event of Default*” means any of the events specified in the Section hereof entitled “Events of Default.”

“*Interest Payment Dates*” means the dates established in the Sale Certificate for the payment of interest on the Bond.

“*Paying Agent*” means Wells Fargo Bank, National Association, or such other person or entity authorized by the District pursuant to the terms of this Resolution.

“*Paying Agent Agreement*” means the agreement between the District and the Paying Agent establishing the terms pursuant to which the Paying Agent will act as paying agent for the Bond.

“*Principal Payment Date*” means the date or dates established for the payment of the principal of the Bond as set forth in the Sale Certificate.

“*Project*” means any purpose for which proceeds of the Bond may be expended under the Acts and the Ballot Issue.

“*Resolution*” means this Resolution, including any amendments or supplements hereto.

“*Sale Certificate*” means the certificate executed by the Sale Delegate under the authority delegated pursuant to this Resolution that sets forth the terms of the Bond described in the Section hereof entitled “Delegation and Parameters.”

“*Sale Delegate*” means the President of the Board, or in the absence of the President, the Superintendent of the District.

“*State*” means the State of Colorado.

“*State Intercept Program*” means Section 22-41-110, Colorado Revised Statutes.

“*State Treasurer*” means the Treasurer of the State of Colorado.

Section 2. Authorization of Bond and Bond Details.

(a) ***Authorization and Registration.*** Pursuant to and in accordance with the Acts and the Ballot Issue, the Board hereby authorizes and directs that there shall be issued the “Lake County School District No. R-1, General Obligation Bond, Series 2019” in the principal amount of not more than \$13,870,445.60 for the purpose of providing matching moneys for the Project. The Bond shall be registered in the name of the Colorado State Treasurer. All payments of the principal of and interest on the Bond shall be made to the State Treasurer, as directed in writing by the State Treasurer, in lawful money of the United States of America.

(b) ***Dated Date, Maturity Date and Interest Rate.*** The Bond shall be issued as a single bond in the authorized principal amount and the principal amount shall be the authorized denomination for the Bond. The Bond shall have a Dated Date, shall mature on the Principal Payment Date of the year, and shall bear interest at the rate per annum (calculated based on a 360-day year of twelve 30-day months) set forth in the Sale Certificate.

(c) ***Accrual and Interest Payment Dates.*** Interest on the Bond shall accrue at the rate set forth in the Sale Certificate from the Dated Date and shall be payable on each Interest Payment Date as set forth in the Sale Certificate.

Section 3. Delegation and Parameters.

(a) ***Delegation.*** The Board hereby delegates to the Sale Delegate, for a period of sixty days from the date of adoption of this Resolution, the authority to determine and set forth in the Sale Certificate: (i) the matters set forth in subsection (b) of this Section, subject to the applicable parameters set forth in subsection (c) of this Section; and (ii) any other matters that, in the judgment of the Sale Delegate, are necessary or convenient to be set forth in the Sale Certificate and are not inconsistent with the parameters set forth in subsection (c) of this Section.

(b) ***Sale Certificate.*** The Sale Certificate shall set forth the following matters and other matters permitted to be set forth therein pursuant to subsection (a) of this Section, but each such matter must fall within the applicable parameters set forth in subsection (c) of this Section:

- (i) the rate of interest on the Bond;

- (ii) the Dated Date;
- (iii) the Interest Payment Dates;
- (iv) the Principal Payment Date;
- (v) the amount of principal of the Bond to be paid in any particular year as mandatory principal redemption; and
- (vi) the dates on which the Bond may be redeemed in whole at the option of the District and the price for such redemption.

(c) **Parameters.** The authority delegated to the Sale Delegate by this Section shall be subject to the following parameters:

- (i) the final maturity of the Bond shall be no later than the date that is 30 years after the date of issuance of the Bond; and
- (ii) the maximum annual and total repayment costs and total repayment costs of the Bond shall not exceed the amounts authorized pursuant to the Ballot Issue.

Section 4. Redemption of Bond Prior to Maturity.

(a) **Mandatory Principal Redemption.** All or any principal amount of the Bond may be subject to mandatory redemption in the principal amounts and on the dates specified in the Sale Certificate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

(b) **Optional Redemption of Bond.** The Bond shall be subject to redemption prior to maturity at the option of the District, in whole but not in part, on such dates and at the price set forth in the Sale Certificate. The State Treasurer shall be notified in writing not less than 60 days prior to date of optional redemption of the Bond.

(c) **Purchase Option Price Redemption Under Sublease.** Upon the payment by the District in full of the Sublessee's Purchase Option Price, as defined in the State of Colorado Building Excellent Schools Today Master Sublease of Lake County School District No. R-1 (the "Sublease") by and between the District and the State of Colorado, acting by and through the State Treasurer, and the Public School Capital Construction Assistance Board, acting on behalf of the State, the Bond shall be deemed to have been redeemed by the District and the obligations of the District under this Resolution shall terminate.

Section 5. Security for the Bond.

(a) **General Obligations.** The Bond shall be a general obligation of the District and the full faith and credit of the District are pledged for the punctual payment of the principal of and interest on the Bond. The Bond shall not constitute a debt or indebtedness of the County, the State or any political subdivision of the State other than the District.

(b) ***Levy of Ad Valorem Taxes.*** For the purpose of paying the principal of and interest on the Bond when due, respectively, the Board shall annually determine and certify to the Board of County Commissioners of the County, a rate of levy for general ad valorem taxes on all of the taxable property in the District, without limitation as to rate and in an amount sufficient to pay the principal of and interest on the Bond when due, respectively, whether at maturity or upon earlier redemption.

(c) ***Application of Proceeds of Ad Valorem Taxes.*** The general ad valorem taxes levied pursuant to subsection (b) of this Section, when collected, shall be deposited in the Bond Account held by the County Treasurer of the County, or a third-party custodian administering the Bond Redemption Fund in accordance with Section 22-45-103(1)(b)(V), Colorado Revised Statutes, and shall be applied solely to the payment of the principal of and interest on the Bond and for no other purpose until the Bond, including principal and interest, are fully paid, satisfied and discharged.

(d) ***Appropriation and Budgeting of Proceeds of Ad Valorem Taxes.*** Moneys received from the general ad valorem taxes levied pursuant to subsection (b) of this Section in an amount sufficient to pay the principal of and interest on the Bond when due, respectively, are hereby appropriated for that purpose, and all amounts required to pay the principal of and interest on the Bond due, respectively, in each year shall be included in the annual budget and appropriation resolution to be adopted and passed by the Board for such year.

(e) ***Use or Advance of Other Legally Available Moneys.*** Nothing herein shall be interpreted to prohibit or limit the ability of the District to use legally available moneys other than the proceeds of the general ad valorem property taxes levied pursuant to subsection (b) of this Section to pay all or any portion of the principal of or interest on the Bond. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Bond, the District may, but shall not be required to, (i) reduce the amount of taxes levied for such purpose pursuant to subsection (b) of this Section or (ii) use proceeds of taxes levied pursuant to subsection (b) of this Section to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Bond. If the District selects alternative (ii) in the immediately preceding sentence, the taxes levied pursuant to subsection (b) of this Section shall include amounts sufficient to fund the reimbursement.

(f) ***Certification to County Commissioners.*** It is hereby declared that, if the District does not otherwise determine and certify to the Board of County Commissioners of the County a rate of levy for general ad valorem property taxes as required by subsection (b) of this Section, the foregoing provisions of this Section shall constitute a certificate from the Board to the Board of County Commissioners of the County showing the aggregate amount of ad valorem taxes to be levied by the Board of County Commissioners of the County from time to time, as required by law, for the purpose of paying the principal of and interest on the Bond when due.

(g) ***Deposit of Moneys to Pay Bond with, and Payment of Bond by Paying Agent.*** No later than three Business Days immediately preceding each date on which a payment of principal of or interest on the Bond is due, the District, from moneys in the Bond Account or other legally available moneys, shall deposit moneys with the Paying Agent in an amount

sufficient to pay the principal of and interest on the Bond due on such date. The Paying Agent shall use the moneys so deposited with it to pay the principal of and interest on the Bond when due.

(h) ***State Intercept Program.*** The payment of the principal of and interest on the Bond is further secured pursuant to Section 22-41-110, Colorado Revised Statutes. The District hereby represents that the Bond qualifies for the State Intercept Program because the Board has not adopted a resolution stating that it will not accept payment with respect to the Bond from the State Treasurer under the State Intercept Program. The Secretary of the District is hereby directed to file with the State Treasurer a copy of this Resolution, and the name, address and telephone number of the Paying Agent in accordance with, and for satisfaction of, the requirements of Section 22-41-110(5), Colorado Revised Statutes.

In accordance with the State Intercept Program, whenever the Paying Agent has not received payment of principal of or interest on the Bond on the Business Day immediately prior to the date on which such payment is due, the Paying Agent shall (i) so notify the State Treasurer and the District, by telephone, facsimile or other similar communication, followed by written verification, of such payment status; (ii) take all further actions required to collect from the State Treasurer the amount of money available pursuant to the State Intercept Program to pay the principal of and interest due on the Bond not received from the District; and (iii) apply any moneys forwarded to it by the State Treasurer solely to the payment of the principal of and interest on the Bond.

The State has covenanted in subsection (6) of Section 22-41-110, Colorado Revised Statutes, that it will not repeal, revoke or rescind the provisions of the State Intercept Program or modify or amend the same so as to limit or impair the rights or remedies granted by the State Intercept Program; but nothing in such subsection shall be deemed or construed to require the State to continue the payment of State assistance to any school district, to limit or prohibit the State from repealing, amending or modifying any law relating to the amount of State assistance to school districts or the manner of payment or the timing thereof, to create a debt of the State with respect to the Bond within the meaning of any State constitutional provision or to create any liability except to the extent provided in the State Intercept Program.

Section 6. Form of Bond. The Bond shall be in substantially the form set forth in Appendix A hereto. All covenants, statements, representations and agreements contained in the Bond are hereby approved and adopted as the covenants, statements, representations and agreements of the District. Pursuant to Section 11-57-210 of the Supplemental Act, the Bond shall contain a recital that it is issued pursuant to the provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bond after its delivery pursuant to the terms of this Resolution. Although attached as an appendix for the convenience of the reader, Appendix A is an integral part of this Resolution and is incorporated herein as if set forth in full in the body of this Resolution.

Section 7. Execution and Delivery of Bond. The Bond shall be executed in the name and on behalf of the District with the manual signature of the President of the Board, shall bear a manual or facsimile of the seal of the District and shall be attested by the manual signature of the Secretary of the Board, all of whom are hereby authorized and directed to prepare and

execute the Bond in accordance with the requirements hereof. Should any officer whose signature appears on the Bond cease to be such officer before delivery of any Bond, such signature shall nevertheless be valid and sufficient for all purposes. When the Bond has been duly executed, the officers of the District are authorized to, and shall cause the Bond to be delivered as directed by, the State Treasurer.

Section 8. Registration of Bond by County Clerk. Pursuant to Section 22-42-121, Colorado Revised Statutes, (a) the Board hereby requests that the County Clerk and Recorder of Lake County, which is the county where the headquarters of the District is located, register the Bond in a book kept by him or her for such purpose; and (b) when so registered, the legality of the Bond shall not be open to contest by the District, or by any person whomsoever, for any reason whatever. The President of the Board is hereby directed to deliver to the County Clerk and Recorder of Lake County, prior to or simultaneously with the issuance of the Bond, a letter or certificate requesting registration of the Bond pursuant to Section 22-42-121, Colorado Revised Statutes.

Section 9. Bond Redemption Fund and Bond Account.

(a) ***Establishment and Custodial Designation.*** The Board has previously designated Wells Fargo Bank, National Association to serve as custodian and hold moneys in the Bond Redemption Fund.

(b) ***Maintenance of Bond Redemption Fund and Bond Account.*** The fund and all accounts created therein shall be maintained by the District in accordance with the provisions of this Resolution and the requirements of subsection (b) of Section 22-45-103, Colorado Revised Statutes.

Section 10. Various Findings, Determinations, Declarations and Covenants.

The Board, having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, declares and covenants with the State that:

(a) voter approval of the Ballot Issue was obtained in accordance with all applicable provisions of law;

(b) it is in the best interest of the District and its residents that the Bond be authorized, sold, issued and delivered at the time, in the manner and for the purposes provided in this Resolution;

(c) the issuance of the Bond will not cause the District to exceed its debt limit under applicable State law;

(d) the issuance of the Bond and all procedures undertaken incident thereto are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the Constitution and laws of the State, including the Acts and the Ballot Issue, and all conditions and limitations of the Acts, the Ballot Issue and other applicable law relating to the issuance of the Bond have been satisfied; and

(e) in accordance with Section 11-57-204, C.R.S., the District hereby elects to apply all of the provisions of the Part 2 of Article 57 of Title 11, Colorado Revised Statutes, to the issuance of the Bond.

Section 11. No Transfer of Bond. The Bond may not be transferred.

Section 12. Events of Default. Each of the following events constitutes an Event of Default:

(a) ***Nonpayment of Principal or Interest.*** Failure to make any payment of principal of or interest on the Bond when due.

(b) ***Breach or Nonperformance of Duties.*** Breach by the District of any material covenant set forth herein or failure by the District to perform any material duty imposed on it hereunder and continuation of such breach or failure for a period of 30 days after receipt by the Superintendent of the District of written notice thereof from the State Treasurer, provided that such 30 day period shall be extended so long as the District has commenced and continues a good faith effort to remedy such breach or failure.

(c) ***Bankruptcy or Receivership.*** An order of decree by a court of competent jurisdiction declaring the District bankrupt under federal bankruptcy law or appointing a receiver of all or any material portion of the District's assets or revenues is entered with the consent or acquiescence of the District or is entered without the consent or acquiescence of the District but is not vacated, discharged or stayed within 30 days after it is entered.

Section 13. Remedies for Events of Default.

(a) ***Remedies.*** Upon the occurrence and continuance of any Event of Default, the State Treasurer may proceed against the District to protect and to enforce the rights of the State under this Resolution by mandamus, injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction: (i) for the payment of interest on any installment of principal of any Bond that was not paid when due at the interest rate borne by such Bond; (ii) for the specific performance of any covenant contained herein; (iii) to enjoin any act that may be unlawful or in violation of the rights of the State; (iv) for any other proper legal or equitable remedy; or (v) any combination of such remedies or as otherwise may be authorized by applicable law; provided, however, that acceleration of any amount not yet due on the Bond according to their terms shall not be an available remedy.

(b) ***Failure to Pursue Remedies Not a Release; Rights Cumulative.*** The failure of the State Treasurer to proceed in accordance with subsection (a) of this Section shall not relieve the District of any liability for failure to perform or carry out its duties under this Resolution. Each right or privilege of the State is in addition and is cumulative to any other right or privilege.

Section 14. Amendment of Resolution. The District may not amend this Resolution without the prior written consent of the State Treasurer.

Section 15. Appointment and Duties of Paying Agent. The Paying Agent identified in the Section hereof entitled “Definitions” is hereby appointed as paying agent for the Bond unless and until the District removes it as such, with the prior written consent of the State, and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder. The Paying Agent shall agree to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof.

Section 16. Approval of Related Documents and Certificates. The President of the Board, the Secretary of the Board and all other appropriate officers of the Board are also hereby authorized and directed to execute all other documents and certificates necessary or desirable to effectuate the issuance or administration of the Bond.

Section 17. Events Occurring on Days That Are Not Business Days. Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this Section, is to be made or is to occur on a day that is not a Business Day, such payment, event or action shall instead be made or occur on the next succeeding day that is a Business Day with the same effect as if it was made or occurred on the date on which it was originally scheduled to be made or occur.

Section 18. Limitation of Actions. In accordance with Section 11-57-212, Colorado Revised Statutes, no legal or equitable action can be brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bond more than 30 days after the authorization of the Bond.

Section 19. Resolution is Contract with State and Irrepealable. After the Bond has been issued, this Resolution shall be and remain a contract between the District and the State and shall be and remain irrepealable until all amounts due with respect to the Bond shall be fully paid, satisfied and discharged.

Section 20. Headings, Table of Contents and Cover Page. The headings to the various sections and subsections to this Resolution, and the cover page and table of contents that appear at the front of this Resolution, have been inserted solely for the convenience of the reader, are not a part of this Resolution and shall not be used in any manner to interpret this Resolution.

Section 21. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 22. Repeal of Inconsistent Resolutions, Bylaws, Rules and Orders.

All resolutions, bylaws, rules and orders, or parts thereof, that are inconsistent with or in conflict with this Resolution, are hereby repealed to the extent of such inconsistency or conflict.

Section 23. Ratification of Prior Actions.

All actions heretofore taken (not inconsistent with the provisions of this Resolution, the Acts or the Ballot Issue) by the Board or by the officers and employees of the District directed toward the issuance of the Bond for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 24. Effective Date.

This Resolution shall be in full force and effect immediately upon adoption by the Board.

ADOPTED AND APPROVED November 12, 2019.

President of the Board of Education
Lake County School District No. R-1

(SEAL)

ATTEST:

Secretary
Lake County School District No. R-1

STATE OF COLORADO)
)
 COUNTY OF LAKE)SS
)
 LAKE COUNTY SCHOOL DISTRICT NO. R-1)

I, [_____], the duly qualified and acting Secretary of Lake County School District No. R-1, in the County of Lake and the State of Colorado (the “District”), do hereby certify:

(1) The foregoing pages are a true and correct copy of a resolution (the “Resolution”) introduced at a regular meeting of the Board of Education of the District (the “Board”) on November 12, 2019.

(2) The Resolution was duly moved and seconded and the Resolution was adopted at the regular meeting of November 12, 2019, by an affirmative vote of a majority of the members of the Board as follows:

Name	“Yes”	“No”	Absent	Abstain
[_____], President				
[_____], Vice President				
[_____], Secretary				
[_____], Treasurer				
[_____], Director				

(3) The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

(4) The Resolution was approved and authenticated by the signature of the President of the Board, sealed with the District seal, attested by the Secretary and recorded in the minutes of the Board.

(5) Notice of the meeting of November 12, 2019, in the form attached hereto as Exhibit A was posted at the District Offices not less than 24 hours prior to the meeting in accordance with law.

(6) There are no bylaws, rules, or regulations of the Board which prevent the immediate adoption of the Resolution set forth in the foregoing proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said District, this November 12, 2019.

Secretary

(SEAL)

EXHIBIT A
(Form of Notice)

APPENDIX A

FORM OF BOND

**LAKE COUNTY SCHOOL DISTRICT NO. R-1
LAKE COUNTY, COLORADO
GENERAL OBLIGATION BOND
SERIES 2019**

Principal Amount	Dated Date	Maturity Date	Interest Rate
\$13,870,445.60			_____ %

REGISTERED OWNER: **STATE TREASURER – STATE OF COLORADO**

PRINCIPAL SUM: THIRTEEN MILLION EIGHT HUNDRED SEVENTY
 THOUSAND FOUR HUNDRED FORTY FIVE DOLLARS AND
 SIXTY CENTS

Lake County School District No. R-1, in Lake County, Colorado (the “District”), a duly organized and validly existing school district, political subdivision and body corporate of the State of Colorado (the “State”), for value received, hereby promises to pay to the Colorado State Treasurer, the principal sum stated above on or before the maturity date stated above, with interest on the unpaid principal from the original Dated Date stated above at the interest rate per annum stated above (calculated based on a 360-day year of twelve 30-day months), payable on June 1 and December 1 of each year, commencing [_____], 20[___]. Capitalized terms used but not defined in this Bond shall have the meaning assigned to them in the Resolution of the District authorizing the issuance of this Bond.

This single and non-transferable bond, numbered R-1, has been issued by the District to pay matching moneys to the State under the Building Excellent Schools Today program in accordance with Section 22-43.7-109, Colorado Revised Statutes. This Bond has been issued pursuant to, under the authority of, and in full conformity with, the Constitution and the laws of the State, including, in particular, Article 42 of Title 22, Colorado Revised Statutes and Part 2 of Article 57 of Title 11, as amended (collectively, the “Acts”); pursuant to authorization by a majority of the registered electors of the District voting in an election duly called and held on November 5, 2019; and pursuant to the Resolution adopted by the Board of Education of the District. THE RESOLUTION CONSTITUTES THE CONTRACT BETWEEN THE DISTRICT AND THE STATE. THIS BOND IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE RESOLUTION, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS BOND.

This Bond is a general obligation of the District and the full faith and credit of the District are pledged to the State for the punctual payment of the principal of and interest on this Bond. For the purpose of paying the principal of and interest on this Bond when due,

respectively, the Board in the Resolution has covenanted annually to determine and certify to the Board of County Commissioners of Lake County a rate of levy for general ad valorem taxes, without limitation as to rate and in an amount sufficient to pay the principal of, premium, if any, and interest on this Bond when due, respectively, whether at maturity or upon earlier redemption. The payment of the principal of and interest on this Bond is further secured pursuant to Section 22-41-110, Colorado Revised Statutes (the "State Intercept Program").

This Bond is subject to redemption prior to maturity. [Insert redemption provisions from Sale Certificate.]

It is hereby certified that all conditions, acts and things required by the Constitution and laws of the State, including the Acts, and the resolutions of the District, to exist, to happen and to be performed, precedent to and in the issuance of this Bond, exist, have happened and have been performed, and that this Bond does not exceed any limitations prescribed by the Constitution or laws of the State, including the Acts, or the resolutions of the District.

IN WITNESS WHEREOF, the Board of Education of the District has caused this Bond to be executed with the signature of its President and attested by the signature of its Secretary, and has caused the seal of the District to be impressed or imprinted hereon, all as of the Dated Date stated above.

President of the Board of Education
Lake County School District No. R-1

(SEAL)

ATTEST:

Secretary
Lake County School District No. R-1



November 7, 2019



CONTRACT COVER LETTER

Attention: Paul Anderson, CFO
Lake County School District
328 West 5th St.
Leadville, CO 80461

Project: West Park Elementary School Replacement Project
Contractor: Ground Engineering Consultants, Inc.
Address: PO Box 464, Gypsum, CO 81657
Contract Form/Type: Consultant Agreement
Signature Needed: Wendy Wyman, Superintendent and/or School Board President

Scope Summary: Geotechnical Engineering and Construction Material Testing (CMT) Services for West Park Elementary

Cost for Services: \$15,400.00 for Geotechnical Report; CMT Services on Time and Materials Basis per proposal

Proposed Schedule: May 2020 - September 2021

Sincerely,
Dynamic Program Management

Colleen Kaneda
Principal, Senior Project Manager

AGREEMENT TO FURNISH CONSULTING SERVICES

THIS AGREEMENT TO FURNISH CONSULTING SERVICES (“**Agreement**”) is dated and is effective as of November 12th, 2019, and is between LAKE COUNTY SCHOOL DISTRICT R-1 (“**District**”) and GROUND ENGINEERING CONSULTANTS, INC. (“**Consultant**”). The District and the Consultant are each individually referred to in this Agreement as a “**Party**”, and collectively as the “**Parties**.”

WHEREAS, the District wants to engage the Consultant to render the consulting services described in this Agreement, and Consultant is qualified and willing to perform such services in accordance with, and subject to the provisions of this Agreement; and

WHEREAS, sufficient legal authority exists and sufficient funds have been budgeted and are available for the work to be performed by Consultant under this Agreement, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties agree as follows:

1. The Project. The Project (“**Project**”) is as described in Exhibit A (Qualifications and Proposal for: West Park Elementary School Replacement Project)
2. **Consultant’s Services.** The Consultant will provide the consulting services for the District described in Exhibit A (“Services”). Execution of this Agreement is the Consultant’s authorization to proceed with these Services. If any of the Services have been performed prior to the execution of this Agreement, such Services are approved by District, and are subject to the terms and conditions of this Agreement.
3. **Additional Services.** When authorized by the District in writing, the Consultant will furnish or obtain from others additional professional services in connection with the Project due to changes in the scope of the Project or District’s desire for additional or different work to be performed by Consultant or others. Unless otherwise agreed, Consultant’s additional services will be billed to District as described on Exhibit A.
4. **Consultant’s Fees.** The compensation for the Consultant’s Services will be in accordance with the Consultant’s billing criteria as described on Exhibit A. The Consultant will submit invoices to the District for Services rendered during the preceding month, such invoices to be in such form and detail as will reasonably be required by the District. Reimbursable expenses incurred in connection with Additional Services will be itemized. The District agrees to pay the Consultant within 45 days of receipt of properly documented invoices.
5. **Payment of Sub-Consultants.** Consultant will contract with and pay any and all Sub-Consultants used by Consultant in the performance of the Services. District will in no event have any liability to any Sub-Consultant, and Consultant will, to the extent permitted by law, indemnify, defend, and hold District harmless from any such liability for payments owing to Sub-Consultant.
6. **Commencement and Completion of Services.** The Consultant understands and agrees that time is an essential requirement of this Agreement. The Services will be completed as soon as good practice and due diligence will permit. In any event, the Services for the subsurface investigation will be

completed on or before December 18, 2019. Services for construction material testing will be completed on or before October 31, 2021

7. **District's Representations.** Pursuant to Section 24-91-103.6, C.R.S., District states that:
- A. The money which has been appropriated by the Board of Education of LAKE COUNTY SCHOOL DISTRICT for the Services required under this Agreement is equal to or in excess of the contract amount.
 - B. No change order or other form of order of directive will be issued by the District requiring additional compensable Services to be performed by Consultant, which work causes the aggregate amount payable under this Agreement to Consultant to exceed the amount appropriated for the original Agreement, unless the Consultant is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.).

For any form of order or directive by the District requiring any compensable work to be performed by Consultant, District will reimburse the Consultant for the Consultant's costs on the same basis as District makes Consultant's progress payments under this Agreement for all additional directed work performed by Consultant until a change order is finalized. In no instance will the periodic reimbursement be required before the Consultant has submitted an estimate of cost to District for the additional compensable work to be performed.

8. **Representations.**

- a. Consultant represents that Consultant will perform the Services in a diligent, safe, and workmanlike manner and Consultant shall use its best skill and judgment pursuant to the standards of the profession for such Services in furthering the District's best interests. If Consultant's performance does not conform to such standards and District notifies Consultant of same, Consultant agrees to immediately take all action necessary to remedy the nonconformance. Any costs incurred by Consultant to correct such nonconformance shall be at the Consultant's sole expense.
- b. The Consultant represents that it understands the nature, location, and scope of the Services, the character of the equipment and facilities needed prior to and during the performance of the Services, the general and local conditions, and all other matters which can in any way affect the Services and is not relying on any representations or promises by the District except as set forth in this Agreement.
- c. The Consultant shall cooperate with and shall not in any way interfere with the other consultants, if any, on the site or any work or employees of the District.
- d. The Consultant represents that it has full authority under applicable law to execute and deliver this Agreement and to perform all of the obligations under this Agreement.
- e. Location. The location and extent of underground utilities, fiber network, cables and conduit indicated on the drawings are not guaranteed. The Consultant shall check with all public utility companies for utility locations and shall comply with their regulations regarding such utilities in performing the Work.

f. Adequate Precautions. The Consultant shall take adequate precautions to protect existing utilities on and off the Project site and avoid damage thereto. The Consultant shall repair or replace or have repaired or replaced at its expense any damage to streets, water, sewer, light, power, cable, or telephone lines or fiber network that are damaged by reason of the Consultant's Work.

g. Protection of Property. The Consultant shall also take all necessary precautions to protect all property at the Project site and adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

9. **License Requirements; Permits.** As a condition of this Agreement, the Consultant shall maintain in effect all times during the term of this Agreement, a valid and appropriate license, certification, and/or registration, if and as required by federal, state and/or local laws. The Consultant shall ensure that each of its employees, subcontractors, or similar personnel who are subject to licensing, certification, and/or registration maintain in effect at all times while performing the Services, a valid and appropriate license, certification, and/or registration, if and as required by law. Contractor shall secure and pay for any local permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the Services

10. **Insurance.**

A. Consultant will procure and maintain, at Consultant's own costs a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to the Section this Agreement entitled "Indemnification." Such insurance will be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant will not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section of this Agreement entitled "Indemnification" by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant will procure and maintain, and will cause any Sub-Consultant or Sub-Consultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages will be procured and maintained with forms and insurers acceptable to the District. All coverages will be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section of this Agreement entitled "indemnification." In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods will be procured to maintain such continuous coverage.

i. worker's compensation insurance to cover obligations imposed by applicable laws for any employee of Consultant or a Sub-Consultant or Sub-Consultant engaged in the performance of work under this Agreement. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Section.

ii. general liability insurance with minimum combined single limits of \$1,000,000. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations.

- iii. comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement
 - iv. professional liability insurance with minimum \$1,000,000 per occurrence, and \$2,000,000 annual aggregate
- C. The Consultant's general liability insurance policy will be endorsed to include the District as an additional insured. Every policy required above will be primary insurance, and any insurance carried by the District, its officers, or its employees will be excess and not contributory insurance to that provided by Consultant. Consultant is solely responsible for any deductible losses under any policy required above.
- D. A certificate of insurance will be completed by Consultant's insurance agent and provided to the District as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and will be reviewed and approved by the District prior to commencement of the Agreement. The certificate will identify this Agreement and the consultant will provide that the coverages afforded under the policies will not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the District. The completed certificate of insurance will be sent to:

LAKE COUNTY SCHOOL DISTRICT R-1
328 West 5th Street
Leadville, CO 80461

- E. Notwithstanding any other portion of this Agreement, failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits will constitute a material breach of this Agreement for which the District may immediately terminate this Agreement, or, at its discretion, the District may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the District will be repaid by Consultant to the District upon demand, or the District may offset the cost of the premiums against any monies due to Consultant from the District.
- F. In entering into this Agreement the District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$999,000 per occurrence) or any other rights, immunities, and protections provided by Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended (the "Act"), or any other law or limitation otherwise available to the District, its officers, or its employees.

11. Indemnification.

- A. Consultant will indemnify, ~~defend~~, and hold the District, its officers, employees, and insurers harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:



- i. the negligent, intentional, or willful act of Consultant, or any officer, employee, representative, agent or Sub-Consultant of Consultant; or
- ii. Consultant's breach of this Agreement.

except to the extent such liability, claim, or demand is caused by the negligent, intentional, or willful act of the District, its officers, employees, or agents, or District's breach of this Agreement.

- B. This indemnity provision is to be interpreted to require Consultant to indemnify, defend, and hold the District harmless only to the extent of the proportionate share of negligence or fault attributable to Consultant and/or a person for whom Consultant is responsible under this Section.
- C. To the extent indemnification is required under this Agreement, Consultant will investigate, handle, respond to, and to provide defense for and defend against (with counsel acceptable to District), any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees and the District's attorney fees.
- D. This Section will survive the completion or termination of this Agreement and will be fully enforceable thereafter until all of the requirements of this Section are performed.

12. **Termination.**

- A. Time is of the essence of this Agreement. A default exists under this Agreement if any Party violates any covenant, condition, or obligation required to be performed by it under this Agreement. If any Party (**Defaulting Party**) fails to cure such default within ten days after the other Party (**Non-Defaulting Party**) gives written notice of the default to the Defaulting Party, then, at the Non-Defaulting Party's option, the Non-Defaulting Party may terminate this Agreement. Notwithstanding any Party's right to terminate this Agreement for an uncured default, this Agreement is subject to the rights of either Party to invoke the remaining provisions of this Section.
- B. This Agreement may also be terminated by the District for its convenience upon 15 days' prior written notice to the Consultant.
- C. If this Agreement is terminated by District as provided in Subsection B, the District will pay the Consultant in full for Services performed to the date of notice of termination, plus any Services the District deems necessary during the notice period. Such compensation will be paid upon the Consultant's delivering or otherwise making available to the District all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Agreement, whether completed or in progress.

13. **Non-Discrimination; Compliance with Applicable Laws.** Consultant agrees that it:

- A. Will not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, religion, national origin, age, disability, or other protected status.
- B. Will insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, age, disability or other protected status.
- C. Will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national origin, age, disability, or other protected status.
- D. Consultant will further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Consultant will comply with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.* (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The indemnification and termination provisions of this Agreement will apply with respect to Consultant's failure to comply with all applicable laws or regulations.

14. **Independent Contractor.** Consultant will perform the Services as an independent contractor and not as an agent or an employee of District. Consultant will be free from the control and direction of the District in the performance of the Services, both under the terms of this Agreement and in fact. District and Consultant further stipulate and agree that Consultant is customarily engaged in an independent trade, occupation, profession or business related to the performance of the work required by this Agreement. **Consultant understands that:**

- A. **DISTRICT WILL NOT PAY OR WITHHOLD ANY SUM FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY OR ANY OTHER WITHHOLDING PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY.**
- B. **CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.**
- C. **NO EMPLOYEE OF CONSULTANT IS ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM THE DISTRICT OR THE DISTRICT'S WORKERS' COMPENSATION INSURANCE CARRIER.**
- D. **NO EMPLOYEE OF CONSULTANT IS ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONSULTANT OR SOME OTHER ENTITY.**

Consultant will, to the extent permitted by law, indemnify, defend and hold District harmless from liability resulting from Consultant's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

15. **Books and Records.** Consultant's books and records with respect to the Services and reimbursable costs will be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the District's inspection at all reasonable times at the places

where the same may be kept. The Consultant will not be required to retain such books and records for more than three years after completion of the Services.

16. **Ownership of Drawings; Reuse.** All plans, drawings, artwork and the like relating to the Services will be the joint property of the District and Consultant. Upon completion of the Services, or at such other time as the District may require, the Consultant will deliver to the District a complete corrected set of drawings and such additional copies thereof as the District may request, corrected as of the date of completion of the Project. All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by District or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Consultant; and, to the extent permitted by law and without waiving the provisions of the Act, District will indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

17. **Default; Resolution of Disputes.**

- A. **Negotiation.** The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy (**Executives**). Any Party may give another Party written notice of any dispute not resolved in the normal course of business. Within five days after receipt of the notice, Executives of the Parties to the dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably determine to be necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days of the notice of dispute, or if the Parties fail to meet within 20 days after the notice of dispute, any Party to the dispute may initiate mediation of the controversy as provided below.

Final Resolution of Disputes. If the dispute between the Parties is not resolved through negotiation and mediation as provided above, either Party may initiate such judicial action as it may determine to be appropriate. Venue for any action arising out of this Agreement is proper only in the Lake County courts.

- B. **Governing Law.** This Agreement is to be interpreted in accordance with the laws of the State of Colorado, without regard to its conflicts of laws rules.
- C. **Provisional Remedies.** The procedures specified in this Section are the sole and exclusive procedures for the resolution of disputes among the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other provisional judicial relief if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Section.
- D. **Extension of Deadlines.** All deadlines specified in this Section may be extended by mutual agreement.

- E. **Costs.** Each Party will pay its own costs with respect to negotiation. The substantially prevailing Party in any litigation or provisional judicial relief will be entitled to reimbursement from the other Party for all reasonable costs and expenses, including attorneys' fees and expert witness fees, in connection with such litigation or provisional judicial relief.

18. **Mandatory Immigration Provisions.**

- A. Throughout the extended term of this Agreement, Consultant will not:
 - i. knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
 - ii. enter into a contract with a Sub-Consultant that fails to certify to Consultant that the Sub-Consultant will not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Colorado Department of Labor and Employment verification program. As used in this provision: (i) the term "E-Verify Program" means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program; and (ii) the term "Colorado Department of Labor and Employment verification program" means the program established by Section 8-17.5-102(5)(c), C.R.S.
- C. Consultant is prohibited from using E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- D. If Consultant obtains actual knowledge that a Sub-Consultant performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant will:
 - i. notify such Sub-Consultant and the District within three days that Consultant has actual knowledge that the Sub-Consultant is employing or contracting with an illegal alien; and
 - ii. terminate the subcontract with the Sub-Consultant if within three days of receiving the notice required pursuant to this section the Sub-Consultant does not stop employing or contracting with the illegal alien; except that Consultant may not terminate the contract with the Sub-Consultant if during such three days the Sub-Consultant provides information to establish that the Sub-Consultant has not knowingly employed or contracted with an illegal alien.
- E. Consultant will comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

F. If Consultant violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section, the District may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, Consultant will be liable to the District for actual and consequential damages as provided by law.

19. **Communications.** All communications relating to the day-to-day activities for the Project will be exchanged between the respective Project representatives of the District and the Consultant who will be designated by the Parties promptly upon commencement of the Services.
20. **Assignment.** This Agreement is for personal services predicated upon Consultant's special abilities or knowledge. Consultant may not assign this Agreement in whole or in part without the prior written consent of the District, which consent may be granted, withheld or conditionally approved in District's sole and absolute discretion.
21. **Notices.** All notices required or permitted under this Agreement will be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies directed as follows:

If intended for District to:
LAKE COUNTY SCHOOL DISTRICT R-1 Attn: Paul Anderson
328 West 5th Street
Leadville, CO 80461
panderson@lakecountyschools.net
719-486-6800

with a copy in each case (which will not constitute notice) to:
Dynamic Program Management Attn: Colleen Kaneda
P.O. Box 726
Eagle, Colorado 81631
Colleen.Kaneda@dynamicpm.co
970-390-0312

If intended for Consultant to:
Ground Engineering Consultants, Inc. Attn: Chris Hutto
P.O. Box 464
Gypsum, Colorado 81637
970-524-0720

Any notice delivered by mail in accordance with this Section will be effective on the third business day after the notice is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by hand or commercial carrier will be effective upon actual receipt. Either Party, by notice given as above, may change the address, telephone number or fax number to which future notices may be sent.

22. **Information Prepared by Others.** During the course of the Project, the Consultant may use information obtained from the District which has been prepared by others. The Consultant will advise the District of any errors, omissions or conflicts discovered during the use of such information; however, the Consultant will not be responsible for discovering any or all errors,

omissions or conflicts in such information, nor for any damages attributable to defects in the information prepared by others.

23. **Waiver.** The failure of either Party to exercise any of its rights under this Agreement is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.
24. **Modification.** This Agreement may be modified or amended only by a duly authorized written instrument signed by the Parties. Oral modifications to this Agreement are not permitted.
25. **“Will” and “Will Not” Defined.** The terms “will” and “will not” indicate a mandatory obligation to act or to refrain from acting as indicated in the context of the sentence in which such terms are used.
26. **Authority.** The individuals executing this Agreement on behalf of each of the Parties represent that they have all requisite powers and authority to cause the Party for whom they have signed to enter into this Agreement, and to bind such Party to fully perform the obligations of such Party as set forth in this Agreement.
27. **Section Headings.** Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
28. **Counterparts; Fax or Scanned Copy Sufficient.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For all purposes contemplated in this Agreement, including execution of this Agreement, facsimile or scanned signatures are as valid as an original signature. Both Parties waive any claim or defense that a facsimile or scanned signature is not valid, or is not the best evidence of signature.
29. **No Partnership.** The District is not a partner, associate, or joint venture of Consultant in the conduct of its business. Consultant does not have the right or authority to impose tort or contractual liability upon the District.
30. **Third Parties.** There are no third party beneficiaries of this Agreement.
31. **Nondisclosure of Confidential Information.** The Consultant will not disclose to any third person or entity any records or writings of the District, its employees or students, regardless of the form, that are protected by state or federal law no matter how those documents come into the Consultant’s possession.
32. **Severability.** If any of the provisions of this Agreement are determined by a final, non-appealable order of a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired by such determination.
33. **Force Majeure.** Neither Party to this Agreement is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of

superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or which is not in its power to control.

- 34. **Incorporation of Exhibits.** The attached Exhibit A, is incorporated into and made a part of this Agreement by reference.
- 35. **Terminology.** Wherever applicable, the pronouns in this Agreement designating the masculine or neuter gender will apply equally to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular will include the plural, and the plural will include the singular.
- 36. **No Adverse Construction.** Both Parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against either Party based upon authorship.
- 37. **Annual Appropriation.** Notwithstanding anything herein contained to the contrary, the District's obligations under this Agreement are expressly subject to an annual appropriation being made by the LAKE COUNTY SCHOOL DISTRICT R-1 Board of Education in an amount sufficient to allow District to perform its obligations hereunder. If sufficient funds will not be appropriated for the payment of sums due to Consultant hereunder, this Agreement may be terminated by either Party without penalty; provided, however, that in the event of such termination the Consultant will be paid for all work performed up to the date of termination. The District's obligations hereunder will not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
- 38. **Entire Agreement.** This Agreement is the complete agreement and understanding between the Parties, and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

LAKE COUNTY SCHOOL DISTRICT R-1

By: _____

Title: _____

Date: November 12th, 2019

CONSULTANT: GROUND ENGINEERING CONSULTANTS, INC.

By:  _____

Title: Nick Andrade, Principal

Date: 11/6/2019

4828-9730-0652, v. 1

Request for Qualifications & Proposal

A. Invitation & Procurement Schedule

Lake County School District R-1 (Owner) would hereby invite interested firms and/or individuals (Professional Service Providers) to submit a response to this Request for Proposal (RFQP) for professional services in support of project West Park Elementary School replacement, located at 130 W. 12th Street, Leadville CO 80461.

PROPOSAL DUE DATE/DELIVERY REQUIREMENTS- 3:00 p.m. September 30, 2019

Deliver 1 electronic copy via email to procurement@dynamicpm.co with a cc: to panderson@lakecountyschools.net Responses may be addressed to:

Mr. Paul Anderson, CFO
328 West 5th Street
Leadville, CO 80461
panderson@lakecountyschools.net

All official communication with Candidates and questions regarding this RFQ/P will be via email to the Owner's Representative, Dynamic Program Management, at procurement@dynamicpm.co with a cc to panderson@lakecountyschools.net

All Candidate inquiries will be responded to at the same time which will be after the "Clarification Deadline". **Responses to clarification will be made available by email to all Candidates who requested the RFQ/P documents.** Candidates should not rely on any other statements, either written or oral, that alter any specification or other term or condition of the RFQ/P during the open solicitation period. **Candidates should not contact any team members or any individual associated with the Owner or the Colorado Department of Education (CDE) regarding this RFQP or this project.**

PROCUREMENT SCHEDULE

RFQ/P Available	9.12.2019
RFQ/P Clarification Deadline by 12 PM	9.20.2019
RFQ/P Clarification Responses	9.24.2019
RFQ/P Responses due by 3:00 PM	9.30.2019
Candidates Notified of Selection	10.4.2019
Notice to Proceed (in event of successful bond)	11.6.2019
Contract Accepted by BOE (in event of successful bond)	11.12.2019
Mobilization of Soils Testing Equipment (no later than)	11.13.2019
Soils Report Delivered to Owner (no later than)	12.18.2019
Construction Operations	May 2020-August 2021

SUBMISSION CHECK LIST

A complete submission includes the following:

1. Cover Letter
2. Firm Information
3. Qualifications
4. Similar Project Experience
5. References
6. Fee Proposal (with submittal and in Excel Format)

B. Owner and Project Information

Please refer to the BEST grant application, budget, schedule and master plan Exhibits (<http://www.lakecountyschools.net/rfps/>) for information regarding the Owner and the West Park Elementary replacement project.

The Owner intends to hire, or has already selected, the following professionals for the project team:

Owner’s Representative (Dynamic Program Management)
ALTA Survey – in progress through BEST Grant program
Architect / Engineering (By October 11 th , 2019)
CM/GC
Commissioning Agent
Geotechnical Engineer & CMT
Environmental Consultant
Hazardous Materials Abatement Contractor
FF&E Vendor (Possibly through A/E team)
Moving Company

C. Scope of Work

The Geotechnical Engineering and Construction Material Testing generally includes the following:

SUBSURFACE GEOTECHNICAL INVESTIGATION AND REPORT

The Candidate will oversee the subsurface investigation operations on the project site for approximately 15 boring locations. Final locations and quantities will be determined by a meeting between the Candidate, design team Owner and Owner’s Representative. This meeting shall be held in the last two weeks of October. The report, prepared by a registered Professional Engineer in the State of Colorado will provide analysis information for the purposes of recommending foundation systems of the new school, pavement design criteria for concrete and asphalt and any other recommendations regarding the use of on-site material and over-excavation depths. Assuming a successful bond measure and mobilization no later than November 13, 2019, the soils report must be issued to the Owner no later than December 18, 2019.

CONSTRUCTION MATERIAL TESTING

Candidate will perform construction material testing on behalf of the owner to ensure materials are adhering to construction document specifications. These tests include but are not limited to soils density and trench bedding testing, foundation installation observation, concrete testing, asphalt and or concrete flatwork testing.

In addition, the Owner is inquiring if your firm has ability to conduct third party inspections such as structural steel testing and inspections, masonry testing and inspections, drywall screw inspections, additional inspections as able as a certified state inspector for k-12 educational projects. Testing and reporting shall be in accordance with standards required for a k-12 educational project in the State of Colorado.

AVAILABILITY

Candidate must be available to perform requested testing and inspections with a reasonable notice, usually 24 hours, by the general contractor, Owner, Owner's Representative or the design team.

REPORTING

Construction Material Testing reporting shall be delivered to the project team by the Candidate within 48 hours of the site visit. Any nonconforming work must be reported immediately while on site to the general contractor to address.

For third party state inspections, firm must coordinate appropriate reporting with the permitting authority (State).

SITE OPERATIONS

Candidate shall be aware work will be performed on an occupied elementary school campus. Candidate shall provide notification to the Owner, school principal and Owner's representative prior to mobilizing for the subsurface investigation. Candidate shall abide by all safety, security, required clean-up and parking requirements of the general contractor while on site during construction. Candidate shall not carry onto a school campus any items prohibited by law. Given the site proximity to an occupied school, Owner may request background checks of individuals who will be working on site.

PROJECT FUNDING

Please note while this project has been awarded a BEST Grant, funding is dependent on a successful bond measure in November of 2019. All costs prior to election day are at the candidate's risk and will not be reimbursed in the event of an unsuccessful bond measure.

D. Submittal Requirements

Responses shall respond to each item noted below. Please limit response information to relevant information only.

1. COVER LETTER / LETTER OF INTEREST**2. FIRM INFORMATION**

Provide a brief history of the firm including the following information:

- Number of years in business
- Location of office servicing this project and size of staff
- Information on any claims or lawsuits your firm has had in the past 10 years.
- Confirmation your firm will include all items outlined in the Scope of Work in Section C.
- Confirmation your firm can provide the final soils report by the date noted in this document if the Notice to Proceed is issued by November 6th, 2019. If not, please provide by which date your firm can furnish the report.
- Indicate if your firm can provide third party and State inspections

- Indicate if your team meets the following Insurance requirements recommended by the Owner's carrier (CSDSIP). Owner understands firms may not carry this amount of coverage and not holding these amounts will NOT disqualify candidates. If your firm does not meet these recommendations, please provide existing policy limits for the Owner to review:

General Liability

General Aggregate	\$ 10,000,000
Products/Completed Operations Aggregate	\$ 10,000,000
Each Occurrence Limit	\$ 10,000,000
Personal/Advertising Injury	\$ 10,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

Auto Liability

\$2M* Bodily Injury/Property Damage Each Accident
 Coverage applying to owned, hired and non-owned autos

Professional Liability

Per Loss	\$ 5,000,000
Aggregate	\$ 15,000,000

Policy is to be on a primary basis; if other professional coverage is carried.

Workers; Compensation

Per State minimums

3. QUALIFICATIONS OF PROPOSED TEAM

- Provide roles and responsibilities for each team member
- Provide resumes for all key team members

4. SIMILAR PROJECT EXPERIENCE

- Provide project profiles for up to five similar projects in progress or completed by your firm. Please include the following:
 - o Project Description
 - o Client Contact Information

- Design Team Contact Information
- General Contractor Contact Information

5. REFERENCES

Provide a list of contact information for references for projects similar in size and scope to this one.

6. FEE PROPOSAL

Please provide a fee proposal for the following:

1. Lump Sum fee to perform the **subsurface soils investigation**, assuming 15 borings and cost/credit for each additional/deleted boring.
2. Based on the project construction period, provide a fee proposal to include quantity of tests/inspections, unit price for each test/inspection and total estimated amount for the total test/inspection type. Please utilize quantities your firm believes appropriate for a project of this size, type and in similar locations.

If there are services for testing/inspections that may not be typical for this project, but may be utilized in special circumstances, please provide a unit cost for these tests/inspections. Your firm’s standard fee schedule could be submitted for this request.

Please also submit the fee for CMT in Excel format.

The CMT fee proposal for this section could look similar to the following:

Description	Estimated Qty	\$ / Unit	Est. Total
Test #1	100	\$75	\$ 7,500
Inspection #1	50	\$350	\$ 17,500
Etc.	Etc.	Etc.	Etc.

3. If applicable to your firm, please provide the cost to increase insurance coverages from existing coverages to meet the insurance requirements provided in Section D.

SUBMITTAL SCORING MATRIX

Submittal Section	Points
COVER LETTER	5
FIRM INFORMATION	10
QUALIFICATIONS OF PROPOSED TEAM	20
SIMILAR PROJECT EXPERIENCE	10
REFERENCES	10
FEE PROPOSAL (SUBSURFACE REPORT)	20
FEE PROPOSAL (CMT)	25
TOTAL	100 POINTS

F. Provisions

ACCEPTANCE AND REJECTION

The Owner reserves the right to request additional information which, in the Owner's opinion, is necessary to ensure that the Owner has complete information with regard to the Professional Service Provider's competence, business organization, and financial resources to assist in determining if the Professional Service Provider is qualified.

The Owner reserves the right (a) to terminate the Request for Proposals process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received. The Owner reserves the right to reject any and all proposals in response to this Request for Proposal that are deemed not to be in the Owner's best interests. The Owner further reserves the right to amend this Request for Proposal at any time and will notify all recipients accordingly.

RFQP SUBMISSION INFORMATION

Proposals due at the specified date and time must be received at Owner's location by that date and time to receive consideration. Proposals received after the specified date and time are considered late and are not opened. Owner is not responsible for any late proposals received by mail or any other method of delivery.

The Owner is not responsible for cost incurred in preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted. By submitting a proposal all Candidates agree to the terms and conditions of this RFQ/P and the RFQ/P will become part of the awarded Candidates contract. The Owner and the Owner's legal council will review the agreement and negotiate terms prior to commencement of work.

Candidates acknowledge all submissions to this RFQP may be subject to the Colorado Open Records Act (CORA).

Addenda may be issued for this RFQP. All attendees of the mandatory site walk will be emailed any addenda information. It is assumed by the Owner any candidate providing a submission is responsible for receiving and reviewing all information provided by addenda.

INSURANCE

The Professional Service Provider shall provide insurance coverage for the Project which shall not be less than the amounts listed in the contract as set forth in the Request for Qualifications and Proposals; such insurance coverage shall include professional liability, general liability, automobile liability and workers' compensation.

The consultant and their insurance carrier(s) shall agree to a Waiver of Subrogation. At the time of award, consultant shall furnish to Owner a Certificate of Insurance for General Liability naming the Owner and Owner's Representative as additional insured to provide evidence of insurance compliance. Consultant shall also furnish to Owner a Certificate of Insurance for Professional Liability to provide evidence of insurance compliance.

End - Request for Qualifications & Proposal



West Park Elementary School Replacement Project



Lake County School District
Learning Beyond Walls

RESPONSE TO RFQ (P)
Geotechnical Subsurface Exploration
& Construction Materials Testing and
Inspection Services

PREPARED BY:



Lake County School District

GROUND

ENGINEERING

Mr. Paul Anderson, CFO
 Lake County School District
 328 West 5th Street
 Leadville, Colorado 80461

September 30, 2019

Please find attached our response to the Request for Qualifications & Proposal for the Geotechnical Subsurface Exploration & Construction Material Testing and Inspection Services for the West Park Elementary School Replacement Project. We have included the requested information and Fee Proposal. We understand that the proposed contract will include the replacement of PK-2 West Park Elementary.

GROUND is a Colorado corporation and was founded in 1984 on the idea that it is first and foremost a service company. Since its inception, GROUND has been locally owned and operated. GROUND is a full-service geotechnical engineering, construction materials testing, and special inspections engineering firm with a nationally accredited geotechnical and materials engineering laboratory and a highly trained and certified staff.

*GROUND's experience working on educational facilities sets us apart from our competition!
 We have successfully completed hundreds of school facility projects throughout Colorado.*

WHY GROUND?

- ❖ Over 35 years of experience in providing construction geotechnical engineering, materials testing, third party inspections and special inspection services on educational facility projects
- ❖ Ability to complete all services in-house staff, including the **State required 3rd party building inspection (14 certified inspectors)**
- ❖ GROUND will provide the highest level of efficiency and cost effective service from our office in Gypsum
- ❖ Successfully completed hundreds of Colorado school projects in the past few years including extensive experience with western slope school districts.

Our management and staff understand the importance of competent, timely, and effective solutions, and will actively work to provide value to Lake County School District. The GROUND project team will approach this job with a primary goal of completing the project on time and within budget. We look forward to bring the benefit of our experience to this contract, and in helping to make this contract a success.

Sincerely,



Chris Hutto, CET

Description of Firm & Relevant Experience

Ground Engineering Consultants, Inc. (GROUND) is a **35+ year old Colorado** geotechnical engineering firm which provides **geotechnical and environmental engineering, materials testing, materials testing laboratory services, building and utility inspection, 3rd party government inspections, ICC special inspections and drilling capabilities**. GROUND provides services to the government, city and municipal organizations, educational facilities (K-12 and higher education), commercial and industrial sectors, infrastructure and roadways, transportation and heavy civil, and energy related industry.



GROUND’s team will provide **all services, in-house** from our office and laboratory 101A Airpark Drive, Unit 9 in **Gypsum, CO**. GROUND’s principal engineers include Andrew Suedkamp, P.E. and Jim Kowalsky, P.E. In addition, GROUND has a staff of 200 + experienced personnel including 17 registered professional engineers. GROUND has experienced continual personnel growth and maintained profitability throughout its 35 + year history even during the recent market challenges. GROUND’s staffing is distributed throughout its 5 offices as displayed in Table 1.

Colorado Offices	Total Employees	Principals	Registered Engineers	Field Engineers/ Techs	Construction Admin	Admin Personnel	Certified Weld Inspectors	Certified Building Inspectors
Commerce City	86	2	7 Engineers 2 Professional Geologists	50 (+8 lab)	6	6	2	3
Englewood	92	3	9 Engineers	54	8	8	4	6
Loveland	18		2 Engineers	11	1	1	1	2
Gypsum	13		1 Engineer	6	1	1	1	3
Granby	4			3	1			
TOTALS	213	5	19 Engineers 2 Professional Geologists	132	17	16	8	14

GROUND should be selected to provide geotechnical subsurface exploration, construction materials testing and building inspection services for the Lake County School District West Park Elementary School Replacement based on two primary points: **experience and qualifications**. Not only does GROUND have an abundance of experience with Colorado school projects, but we provide our services in a cost effective manner with technical expertise and a continued focus on safety.

All services are provided by GROUND utilizing in-house, certified personnel including the State required 3rd Party Inspection services (GROUND has 14 Certified 3rd party inspectors).

Experience and Qualifications

As a company, GROUND has provided **materials testing inspection on over 450 school projects during the past 5 years**. Below is a list of school projects to demonstrate GROUND’s vast experience with State of Colorado School Districts and Higher Education projects.

As a summary, we have selected the following relevant schools to provide the detailed project and contact information. The projects listed below have been completed by the proposed project team in our Gypsum office. If additional references are desired, GROUND will be pleased to submit them upon request.

Garfield County School District 16 District Improvements Project

Project Description: materials testing services in support of improvements to Garfield County School District 16 facilities

Garfield County School District 16
Collen Kaneda, NV5, 970-390-0312

Ross Montessori Charter School,
Carbondale, Colorado
Estimated Construction Cost: \$35+ million

Project Description: New building with approximately 20,000 total square feet; associated sitework

Ross Montessori Charter School
John Usery, NV5, 303-253-4417



June Creek Elementary School, Edwards, Colorado

Estimated Construction Cost: \$35+ million

Project Description: New multi-level building with approximately 80,000 total square feet; associated sitework

Eagle County School District C/O ARC
Ray Scott, Director of Construction, 970-328-4833

Red Canyon High School

Estimated Construction Cost: \$2+ million

Project Description: Single story new building with a footprint of approximately 7,900 square feet

Eagle County School District
Tim Brekel formerly CBRE, 970-471-1137

Battle Mountain High School

Estimated Construction Cost: \$54+ million

Project Description: New multi-level building with approximately 204,000 total square feet; associated sitework, new stadium, athletic fields, parking lots

Eagle County School District
Tim Brekel formerly CBRE, 970-471-1137

Eagle Valley High School Additions

Estimated Construction Cost: \$14+ million

Project Description: Multiple building additions with a total footprint of approximately 57,000 square feet

Eagle County School District
Tim Brekel formerly CBRE, 970-471-1137

Aspen Middle School

Estimated Construction Cost: \$22.5+ million

Project Description: New multi-story building with approximately 113,000 total square feet on a 25 acre campus; associated sitework and new athletic fields; building is LEED Gold Certified

Aspen School District
Dr. Diana Sirko 970-947-8406

Glenwood Springs High School

Estimated Construction Cost: \$28+ million

Project Description: Renovation of existing building and construction of a new two-story school with a footprint area of approximately 145,000 total square feet; associated sitework

Roaring Fork School District
Tim Brekel formerly CBRE, 970-471-1137

Roaring Fork High School

Estimated Construction Cost: \$16+ million

Project Description: New 90,000 square foot multi-story building which includes 2 gymnasiums; associated sitework

Roaring Fork School District

Tim Brekel formerly CBRE, 970-471-1137

Crystal River Elementary

Estimated Construction Cost: \$10+ million

Project Description: New two-story building addition to the existing school with a 42,000 square foot building footprint and included a new gymnasium; associated sitework

Roaring Fork School District

Tim Brekel formerly CBRE, 970-471-1137

**Pinnacle Charter School**

Estimated Construction Cost: \$22+ million

Project Description: Renovation of an existing building plus and addition of a second story; approximately 60,500 total square feet

DCS Consulting

Jeff Reed 970-556-0406

Buena Vista Computer Room

Estimated Construction Cost: \$70,000

Project Description: Renovation of existing computer lab and installation of new HVAC system

Ilona Witty Salida Early Children Center 719-539-1184

Salida Preschool Addition

Estimated Construction Cost: \$600,000

Project Description: Construction of a 7,000 SF preschool addition

CMC Edwards Campus Addition

Estimated Construction Cost: \$2.4 Million

Project Description: Construction of a 25,000 SF addition

Pete Waller 970-947-8406

Lake George Charter School

Estimated Construction Cost: \$2.5 million

Project Description: Construction of a new 35,000 SF school

Brian Walsh Catalyst Planning Group 303-489-6651

Eagle County Charter Academy

Estimated Construction Cost: \$12 million

Project Description: Construction of new 43,000 SF school

DCS Consulting – Jeffrey Reed 970-556-0406

Recent Awarded Projects**2016-2019 Roaring Fork School District RE-1- Bond Improvements Projects**

Includes construction materials testing and building inspections for multiple renovations, improvements and new public schools for the Roaring Fork School District RE-1.

Desi Navarro – NV5 (Owner's Representative) 303 902-4047

2016-2019 Eagle County School District - Bond Improvements Projects

Includes geotechnical investigation, construction materials testing and building inspections for renovations, improvements and new construction for multiple public schools in the Eagle County School District.
 Fred Voseipka – RLH Engineering (Owner’s Representative) 303 210-2734

2017-2019 Summit School District - Summit School District Bond Improvement

Projects includes geotechnical, design, construction materials testing for a multitude of renovation and new school projects. Woody Bates – Summit School District - (970-384-9075) or woody.bates@summitK12.org

Proposed GROUND Personnel



Project Manager – Local Area Project Manager and Main Point of Contact - Mr. Chris Hutto, CET

Senior Project Manager – Ms. Amy Crandall, P.E.



Staff Engineer/ Building Inspector – Mr. Shane Sorensen, E.I.

Senior Field Technician – Mr. Matthew Raczewski



Certified Weld Inspector (CWI) Inspector – Mr. Austin Nicodemus, CWI



Staff Engineer / Building Inspector – Mr. Sam Thompson, P.E.



****Resumes Attached****

We believe our proposed team members offer great value to the Project Team for the Lake County School District West Park Elementary School Replacement.



Third Party Building Inspections

GROUND has been providing third party certified building inspection services for educational facility projects in Colorado since 2009. We have 14 inspectors who are certified through the Colorado Division of Fire Prevention and Control (DFPC) and have completed over 300 school projects in the past 5 years alone. Based on the needs of the project, our third party inspection services may include:

- Footing and foundations
- Concrete slabs and underfloor vapor barriers
- Framing (wood and light gauge metal)
- Fire penetrations/Fire stopping
- Lath/gypsum on rated assemblies
- Energy efficiency
- Rough and above ceiling mechanical
- Roofing

Our certified third party inspectors have the required level of experience and knowledge to provide Lake County School District with the highest level of service. We focus on continuing education and maintaining up-to-date knowledge on new inspection codes or changing certification requirements. Responding quickly to the developing needs of Lake County School District is critical in strengthening our partnership to complete projects successfully.

Chris Hutto, C.E.T., our proposed Project Manager for the materials testing inspections, will be responsible for the coordination of the field technician scheduling, test result review, Client communication, testing reporting and scheduling of services. With **over 20 years of experience**, Chris has provided materials testing inspection project management services for many projects in the surrounding area. In addition, Mr. Hutto is a DFS Certified 3rd Party Inspector.

The attached resumes detail each individual's certification and qualifications. The proposed project team has extensive experience providing services throughout the area as demonstrated by the project experience list. They have worked together as a project team for numerous years and provide the highest level of performance to our clients.

Please Note: Chris Hutto, Sam Thompson, and Shane Sorensen are all certified and licensed to conduct third party inspections on behalf of the Colorado Division of Fire Protection and Control.

Accord Format Insurance Certificate – Attached

GROUND has reviewed the project schedule, and has attached the Fee Schedules with this RFP.

GROUND's Gypsum laboratory is the ONLY AASHTO Re:Source Inspected laboratory Accredited for AASHTO and ASTM Standards between the Front Range and Grand Junction



Thank you for allowing GROUND to provide you with our qualifications, experience and pricing. We look forward to providing you with the highest level of qualifications and experience to make your projects successful!

GROUND

ENGINEERING

September 26, 2019

Subject: Proposal for Professional Services,
Geotechnical Subsurface Exploration Program,
West Park Elementary School Replacement,
Leadville, Colorado.

Proposal Number 1909-1764

Mr. Paul Anderson
Lake County School District R-1
328 West 5th Street
Leadville, Colorado 80461

Dear Mr. Anderson,

Ground Engineering Consultants, Inc. (GROUND) is pleased to submit a proposal to conduct a subsurface exploration program to develop geotechnical parameters for design and construction for the West Park Elementary School replacement project located at the address of 130 West 12th Street in Leadville, Colorado. Based on provided information, we understand that proposed construction will include a new school facility with parking lots and drive lanes. We assume no below grade levels are planned for construction.

Based on the provided RFP dated September 12, 2019 as well as our experience with similar projects, we propose the following:

Scope of Services

- Prior to conducting our field work, a site plan indicating the proposed building layout and pavement areas must be provided.
- As requested, drill fifteen (15) test holes at locations to be determined in the field by the geotechnical engineer. Of these, ten (10) test holes will be drilled within/near the proposed building footprints and five (5) test holes will be drilled within the proposed pavement areas. The test holes will be drilled to evaluate the subsurface soil profile and to obtain earth material samples for laboratory testing. We anticipate the depths of foundation test holes to be approximately 20 to 30 feet below existing grades or until practical drill rig refusal, whichever occurs first, and pavement test holes will be drilled to depths of approximately 5 to 10 feet below existing grades. Final depths of the test holes may vary in the field as exploration progresses and as the subsoil profile becomes evident.
- Depending on the size of the building, additional test holes may be deemed necessary. If additional test holes are necessary, an additional fee will be provided.
- Conduct a laboratory testing program to evaluate relevant engineering characteristics of the materials at the site.

**West Park Elementary School Replacement
Leadville, Colorado**

- Analyze the results of the field and laboratory testing to develop geotechnical parameters including proposed structure foundation types, floor systems, site grading/earthwork operations, excavation, utility installation, lateral earth pressures, water soluble sulfate content, soil corrosivity, and pavement sections. Public pavement sections will not be addressed.

Retaining wall parameters and/or design are not specifically included in this scope of service at this time (Consultant is not aware of such structures). If retaining wall structures are planned for construction, Consultant should be contacted to re-evaluate the scope and fee.

- Prepare a report summarizing the data obtained, and present our conclusions and parameters. An electronic copy (PDF format) of the report will be provided. Hard/paper copies are available upon request. Field work, data analysis and report preparation will be conducted under the supervision of a registered professional engineer.

Fees

Based on the proposed scope of services outlined above and as requested in the RFP, we propose a lump sum fee of **\$15,400** to complete the subsurface exploration program.

If additional services are required beyond the scope of services outlined above, we propose that our fees for the additional services be in accordance with the hourly and unit costs presented in the *Fee Schedule* attached to this proposal. Fees associated with post-report consultation will be assessed following issuance of the report.

This fee assumes normal work day (Monday to Friday – 7 am to 6 pm) operations. Additional fees may apply for night, weekend, and/or holiday work.

Considerations/Exclusions

- We assume that the site will be accessible to a conventional, truck-mounted drilling rig. Our scope does not include snow removal, construction of access routes or drilling pads, fence removal, or any other measures necessary to obtain physical access to the test hole locations.
- Client will furnish right-of-entry for Consultant and Consultant's Subconsultants/Subcontractors to make borings, surveys and/or conduct other surface or subsurface explorations. Consultant and its Subconsultants/Subcontractors will take reasonable precautions to reduce damage to property. Some damage to landscaping, pavements, etc., is inherent to geotechnical drilling and should be expected by the Client/Owner. Consultant will backfill the test holes with auger returns, patch paved areas with 'cold patch' asphalt or grout and generally leave the site reasonably restored. Additional site repairs including, but not limited to, more extensive site clean-up, restoring ruts/damage in landscaped areas, repairing broken irrigation systems,

**West Park Elementary School Replacement
Leadville, Colorado**

replacing cracked curbs or flatwork, more elaborate pavement repairs, etc., are outside of our scope of services. Upon request, we can provide these as additional services as discussed above.

- Neither does our scope include fees associated with obtaining permits to complete our field services or to respond to municipal or other agency review of our report.
- We have assumed that the test hole locations and elevations will be surveyed by others on the project team. Consultant can provide a cost estimate for surveying upon request.
- Consultant will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). Consultant will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with Consultant, the Client accepts this limitation and will either coordinate this utility identification and/or provide information to Consultant regarding the location(s) of on-site utilities. We have assumed that the Client will notify the property owner(s) within 48 hours of proposal execution.
- Groundwater level observations will be performed during drilling operations; test holes will be backfilled upon drilling completion per Code of Colorado Regulations (2 CCR 402-2). In the event the Client desires additional/repeated groundwater level observations in addition to any stated herein, Consultant must be notified prior to proposal/agreement execution so that necessary revisions to the scope and fee can be made.
- A contractor who relies upon Consultant's reporting for development of his scope of work or cost estimates may find the geotechnical information to be inadequate for his purposes or find the geotechnical conditions described to be at variance with his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision.
- Evaluation/identification of hazardous/contaminated materials that may be present, is not included in Consultant's scope of services unless otherwise indicated. Client/Owner must inform Consultant to the presence of hazardous/contaminated materials, known to him prior to performance of any subsurface exploration.

Optional Additional Services

Consultant will not proceed with the following optional additional services without your prior approval and authorization. However, these services may be required to complete the subsurface exploration program.

- ***Private Utility Locate:*** Locating services may be required to attempt to identify private utilities that will not be marked by UNCC / Colorado 811. Consultant can coordinate with

**West Park Elementary School Replacement
Leadville, Colorado**

a private locating subcontractor to provide this service upon request. The Client should be aware that authorizing this service does not guarantee that all private utilities can and/or will be located, identified, and marked. Consultant is not liable for any damage to privately owned utilities. This service is **estimated to be \$1,500** in addition to the fees above. _____ (*initial if approved*)

Schedule

We propose to initiate the investigation within 3 days of being given notice to proceed. We anticipate that preliminary information will be available within 2 to 3 weeks after notice to proceed, and the draft report should be completed approximately 4 to 5 weeks after notice to proceed. Upon receipt of comments from the project team, we will finalize the report in a timely manner. Consultant will attempt to adhere to this schedule, however, this remains dependent upon favorable weather conditions, subcontractor availability, site access, and buried utility locations. In any event, we will notify you of our progress and pertinent information, as it becomes available.

Authorization

Please review the *General Conditions*, which contain a limitation of Consultant's liability. Also note that Consultant reserves the right to alter the scope items if deemed necessary and withhold data and reports until we have received a signed proposal.

If you have any questions, concerns or comments regarding this proposal, please contact this office. If this proposal meets with your approval, please return a signed copy to this office at which time we will sign and return an executed copy to you. This proposal is valid for 60 days.

**West Park Elementary School Replacement
Leadville, Colorado**

We appreciate this opportunity to work with you on this important project.

Sincerely,
GROUND Engineering Consultants, Inc.

Amy Crandall, P.E.

Agreed to this _____ day of _____, 2019

Lake County School District R-1

by: _____

Please print name

GROUND Engineering Consultants, Inc. by: _____

Please print name

GROUND ENGINEERING

FEE SCHEDULE - ENGINEERING SERVICES

2019

FIELD INVESTIGATION

ENGINEERING

All Engineering Services require a project-specific proposal

Truck Mounted Drill Rig with 2-Man Crew		• Principal Engineer (hourly)	\$185 - \$205
• Solid Stem Auger (hourly)	\$145 - \$205	• Senior Project Manager, Engineer, Geologist (hourly)	\$150 - \$170
• Hollow Stem Auger (hourly)	\$175 - \$230	• Project Engineer, Geologist (hourly)	\$115 - \$135
• Wireline Coring	Quote	• Project Manager	\$115 - \$135
• ODEX, Rotary, Sonic Drilling	Quote	• Field / Staff Engineer (hourly)	\$75 - \$95
Track Mounted, All-Terrain, Limited Access Drill Rigs, & Drill Rig Support Equipment	Quote	• CAD Technician (hourly)	\$75 - \$85
• Water Truck, Support Truck, Hydro-Vac Truck (daily)	\$150 - \$350	• Special Consultation/Expert Testimony and Court Appearance	Quote
Excavator / Backhoe	Quote	• Mobilization	Quote
Standby Time	Hourly Rate	• Per Diem / M & IE	GSA Rates

MISCELLANEOUS

• Equipment Rental	Cost + 20%	• Environmental Drilling, Sampling, Analysis	Quote
• Outside Laboratory Services	Quote	• Personal Protective Equipment (PPE)	Quote
• Out-of-town living expenses, commercial travel costs, equipment rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote	• Retaining Wall Design, Shoring Design, Seepage Analysis, Slope Stability Analysis	Quote

LABORATORY TESTING

Natural Density and Moisture Content	\$15.00	Permeability	
Atterberg Limit (ASTM D 4318)	\$65.00	a. Falling or Constant Head, 2-4" Diameter	\$250.00
Specific Gravity (ASTM D 854)	\$65.00	b. Triaxial Permeability	\$375.00
Relative Density (ASTM D 2049)	\$200.00	Time-Consolidation (ASTM D 2435)	\$400.00
Gradation Analysis (ASTM D 422)		California Bearing Ratio (ASTM D 1883), 1-Point	\$150.00
a. All Standard Sieve to #200 Sieve	\$60.00	California Bearing Ratio (ASTM D 1883), 3-Point	\$350.00
b. Percent Less Than #200 Sieve	\$35.00	"R" Value (ASTM 2844)	\$350.00
c. Gradation with Hydrometer	\$135.00	Resilient Modulus (per point)	\$750.00
Swell-Consolidation	\$65.00	Los Angeles Abrasion Test	\$150.00
Soil Suction	\$60.00	Soil Stabilization Mixture Analysis	Quote
Proctor - Standard Compaction (ASTM D 698)	\$100.00	Sulfate Soundness (ASTM C 88)	\$200.00
Proctor - Modified Compaction (ASTM D 1557)	\$110.00	Fractured Faces Test	\$60.00
Unconfined Compressive Strength		Flat or Elongated Particles (D 4791)	\$60.00
a. Soil (ASTM D 2166)	\$45.00	Corrosivity Testing	
b. Rock	Quote	a. Water-Soluble Sulfates	\$50.00
Direct Shear (3-Point)		b. pH Test	\$50.00
a. Quick Test	\$450.00	c. Reduction/Oxidation Potential (Redox)	\$40.00
b. Consolidated-Drained (ASTM D 3080)	\$650.00	d. Sulfide Content	\$50.00
c. Consolidated-Drained - CH Soil (ASTM D 3080)	Quote	e. Soil Resistivity (Direct Measurement Method)	\$40.00
Triaxial Shear		f. Soil Resistivity (Soil Box Method)	\$95.00
a. Unconsolidated-Undrained (Quick Test)	\$600.00	Organic Content	\$65.00
b. Consolidated-Undrained (R-Test)	Quote		
c. Consolidated-Drained (S-Test)	Quote		

GROUND ENGINEERING

FEE SCHEDULE - CONSTRUCTION SERVICES

MATERIAL TESTING AND SPECIAL INSPECTION

(Time is round trip from office to project site and return)

• Concrete and Asphalt Testing (hourly)	\$55.00
• Soil Testing (hourly)	\$55.00
• Rebar, Masonry, Post Tension, Piers (hourly)	\$60.00
• Floor Flatness (hourly)	\$65.00
• Wastewater Pipe Inspection (hourly)	\$60.00
• Coring and Concrete Humidity/Moisture (hourly)	\$75.00
• Certified Welding Inspector (CWI) (hourly)	\$80.00
• Certified Building Inspector (hourly)	\$80.00
• Certified Fire Stop Inspector (hourly)	\$95.00

MANAGEMENT AND ENGINEERING

• Project Management-Review/Supervision (hourly)	\$95.00
• Senior Project Engineer/Geologist (hourly)	\$150.00
• Project Engineer/Geologist (hourly)	\$115.00
• Staff Engineer/Geologist (hourly)	\$95.00
• Principal Engineer, Senior Project Manager	Quote
• Overtime (Over 8hrs/day, weekends, after 6pm)	rate + \$15.00
• Trip Charge (covers vehicle and equipment)	\$50.00
• Interest charged after 30 days from invoice date	1.5%

MISCELLANEOUS

(These units are on a project by project basis and will only apply as detailed in the proposal)

• Vehicle Mileage	Quote	• Mobile Laboratory	Quote
• Daily Rates	Quote	• Outside Laboratory Services	Quote
• Out-of-town living expenses, commercial travel costs, equipment rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer			Quote

LABORATORY TESTING

Soil and Aggregate		Concrete	
Standard Proctor Compaction	\$100.00	Concrete Compression Test, Cylinders (each)	\$14.00
Modified Proctor Compaction	\$110.00	Concrete Comp. St. Cylinders (high strength concrete)	\$75.00
Soil Cement Proctor	\$150.00	Compressive Strength-CLSM Cylinders	\$20.00
Natural Density and Moisture Content	\$15.00	Concrete Flexural Test, Beams	\$55.00
Specific Gravity of Fine Aggregate	\$65.00	Maturity Data Logger (each)	\$75.00
Gradation	\$60.00	Moisture Coupons (each)	\$50.00
No. 200 Wash	\$35.00	Relative Humidity Sensors (ASTM F2170) (each)	\$75.00
Gradation and Hydrometer	\$135.00	Shotcrete Comp. Str. (per panel)	\$225.00
"R"-Value	\$350.00	Maturity Meter Strength Correlation	Quote
Atterberg Limit	\$65.00	Asphalt	
Unconfined Comp. Str.-Soil Stab. (per set)	\$250.00	AC Content and Extracted Gradation	\$160.00
pH Test	\$50.00	Stability and Flow (Marshall)	\$200.00
Water Soluble Sulfates Test	\$50.00	Specific Gravity (SSD) and Voids (Gyratory) (per test)	\$250.00
Triaxial Permeability	\$375.00	Theoretical Maximum Specific Gravity	\$100.00
Freeze-Thaw Test	\$500.00	Modified Lottman (TSR)	\$325.00
Denver Swell	\$65.00	Ignition Oven Calibration	\$225.00
Direct Shear	\$375.00	Specific Gravity (SSD) and Voids (per Core)	\$40.00
Soil Stabilization Mixture Analysis	Quote	Coring-Asphalt (Dia. (in.) X Depth (in.) X No. cores)	\$1.50
Sand Equivalent	\$95.00	Stability (Gyratory)	\$105.00
Relative Density	\$200.00	Asphalt Moisture Content	\$15.00
Clay Lumps and Friable Particles	\$45.00	Asphalt and Concrete Mixture Analysis	Quote
Flat or Elongated Particles	\$60.00	Micro Deval	\$175.00
Sulfate Soundness	\$200.00	Masonry	
Fractured Faces Test	\$60.00	Mortar Compressive Strength	\$20.00
Los Angeles Abrasion Test	\$150.00	Masonry Prism Comp. Strength	\$95.00
Uncompacted Voids Test	\$95.00	Grout Compressive Strength	\$30.00
Specific Gravity of Coarse Aggregate	\$95.00	Compressive Strength CMU/Brick Coupon	\$50.00

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GROUND

ENGINEERING

Education

- BS, Biology/Chemistry, Radford University, 1995

Certifications

- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- ACI Concrete Strength Testing Technician
- ICC:
 - Reinforced Concrete Special Inspector
 - Structural Masonry Special Inspector
 - Spray-Applied Fireproofing Special Inspector
 - Commercial Building Inspector
- CDPS DFPC Third Party Public School Inspector
- CAPA Level A - Laydown
- CAPA Level B – Plant Materials Control
- CAPA Level C – Volumetrics and Stability
- CDOT Basic Highway Construction Surveying
- CDOT Stormwater Management and Erosion Control
- WAQTC Embankment and Base Testing Technician
- NICET Level IV Construction Materials Testing – Soils
- NICET Level III Construction Materials Testing – Concrete
- NICET Level III Construction Materials Testing – Asphalt
- Hazwoper/OSHA 40 Hours

Years of Experience

22

Years with Ground

22

Chris Hutto, CET

Gypsum Office - Area Manager

Chris is a senior project manager with 22 years of experience in construction management, materials testing, special inspections and civil inspections. He has performed services on more than 500 construction projects including commercial, industrial, energy, multifamily residential, high-rises, airports, dams and reservoirs, municipal infrastructure, land development and heavy civil infrastructure including bridges and highway work. The projects have included report generation and review, schedule coordination, data analysis and personnel management.

Chris has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- soils testing (field and laboratory)
- retaining wall construction testing and inspections
- drilled pier special inspections
- concrete testing (field and laboratory)
- structural masonry special inspections and testing
- asphalt (field and laboratory) testing
- drill and epoxy special inspection
- post-tension tendon special inspections and elongation reporting
- fireproofing special inspections and testing
- chemically stabilized subgrade testing
- sanitary and storm sewer pipe installation inspection
- driven pile, micropile, screw pile and helical pier special inspection
- reinforcing steel special inspection

His responsibilities have also included staff training, coordination, and client contact and service.

Roadway/Highway/ Bridges/ Landfills

I-25, Denver; I-70 Eagle Interchange, Glenwood Canyon, Vail Climbing Lanes, Vail Underpass; Hwy 6 Multiple Bridges, Eagle; SH 82 – Cattle Creek Int., GWS; SH 82 Grand Avenue Bridge, GWS, South Canyon Landfill, GWS; Greenleaf Ponds/Landfill, De Beque

Aviation

Denver International Airport; Aspen-Pitkin County Airport; Eagle County Airport; Centennial Airport; Grand Junction Airport; Lake County Airport; Meeker Airport; Nucla Airport; Rifle Airport

Commercial Buildings /Hospitals/ Schools

Aspen Art Museum; Aspen - RFTA Maintenance Facility; Avon Public Safety Facility; Rio Blanco Justice Center; Grand Junction Community Hospital; Vail Valley Medical Center; Aspen Community School; CMU Campus – GJ; Colorado Mtn College (Steamboat Springs, Leadville, GWS); Lake County High School; Eagle County Charter Academy; Ross Montessori – Carbondale; De Beque/ Garfield County/ Roaring Fork/ Summit County School Districts

GROUND

ENGINEERING

Licensed Professional Engineer

- Colorado
- Wyoming

Member

- American Society of Civil Engineers
- Colorado Association of Geotechnical Engineers

Education

- Geological Engineering, Colorado School of Mines

Certifications

- 40-hour OSHA
- Nuclear Gauge safety
- ACI Field Level 1

Years of Experience

15

Years with Ground

15

Amy Crandall, P.E.

Senior Project Manager

Amy is a senior project manager with 15 years of experience in geotechnical engineering, project coordination and planning, data analysis and final report preparation for geotechnical investigations. She has provided services on hundreds of projects including design-build transportation, airports, commercial, industrial, energy, high-rises, municipal infrastructure, land development and heavy civil infrastructure including bridges and roadway networks including FAA, CDOT, LRFD and FHWA. Amy's experience also includes pavement evaluation, management and section design using the latest AASTHO ME Design methods. Amy's field investigations include deep borings, large test pits, NX wireline coring, inclinometer installation, downhole/crosshole seismic testing, downhole camera logging, and geophysical analysis.

Amy has also provided field testing and observation including soils testing (field and laboratory), drilled pier observation, concrete testing (field and laboratory), structural masonry testing and observation, asphalt field testing, chemically stabilized subgrade observation and testing, open hole observation and reinforcing steel observation.

Municipal/Schools/State Buildings

Aurora Reservoir Pump Station, Inverness Metro District Site-wide Utility & Infrastructure Upgrades, West Midway Bridge, Brighton School 27J High School and Middle School, Cherry Creek Middle School #11, American Academy 1, 2, and 3, Aspen View Academy, State Capital Parking Garage, National Renewable Energy Laboratory (Research Support Facility and Energy Systems Integrated Facility), Red Rocks Community College, Cherry Creek Innovation Center, Arapahoe Community Collage Innovation Center, CDOT Region 2 Headquarters facility.

Industrial

IKEA – Centennial and Broomfield, Amazon Distribution Center – Thornton, United National Foods, Incorporated (UNFI), Majestic Commercenter (Buildings 1, 4, 5, 10-12, 15, and 29), Leprino Facility-Greeley, Gateway development, CTDI Office/Warehouse.

Roadway/Highway/Airports

Amy has also performed geotechnical investigations for many CDOT highways/projects including the I-70 Havana Bridge Replacement, Powers Boulevard in Colorado Springs, US 24 Bridge Replacement, Boulder Creek Underpass, Wadsworth Boulevard, College Avenue Improvements, US 85 and Meadows Parkway, Broadway Street Improvements, SH 7 Improvements, McIntyre Street Reconstruction, Washington Street. Aviation work includes the Grand Junction Regional Airport, Centennial Airport and DIA.

GROUND

ENGINEERING

Education

- BS, Civil Engineering, Colorado State University – Fort Collins, 2005

Certifications

- Engineer in Training - CO
- Troxler Nuclear Gauge Safety
- ACI:
 - Concrete Field Testing Technician – Grade 1
 - Concrete Strength Testing Technician
 - Masonry Field Testing Technician
- WAQTC – CDOT Soils Inspector
- CAPA LabCat Levels A, B, C
- MSHA New Miner 24 hr Safety Training
- PTI Level 1 Unbonded PT
- ICC:
 - Reinforced Concrete Special Inspector
 - Structural Masonry Special Inspector
 - Spray-Applied Fireproofing Special Inspector
 - Commercial Building Inspector
- CDPS DFPC Third Party Public School Inspector

Years of Experience

12

Years with Ground

6

Shane Sorensen

Staff Engineer

Shane is a Staff Engineer with 12 years of experience in general construction and materials testing, special inspections and civil inspections. He has performed services on more than 500 construction projects including commercial, industrial, energy, multifamily residential, high-rises, airports, dams and reservoirs, municipal infrastructure, land development and heavy civil infrastructure including bridges, highway work, and aviation. The projects have included report generation and review, schedule coordination, data analysis and personnel management.

Shane has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- concrete testing (field and laboratory)
- asphalt (field and laboratory) testing
- soils testing (field and laboratory)
- proof rolling inspections, stabilization recommendations
- retaining wall construction testing and inspections
- drilled pier, helical pier, and micropile special inspections
- reinforcing steel special inspections
- structural masonry special inspections and testing
- fireproofing special inspections and testing
- Commercial Building Inspections, including Public Schools

His responsibilities have also included staff training, coordination, and client contact and service.

Roadway/Highway/Municipal/Landfills

SH82 Grand Avenue Bridge – GWS; I-70 Vail Underpass, Eagle Interchange; SH82/Cattle Creek Interchange; Garfield County CR311 Recons, CR 137 Bridge; Rifle 3MG Water Tank; South Canyon Landfill, GWS; Greenleaf Ponds/ Landfill, De Beque

Aviation

Eagle County Airport; Aspen-Pitkin County Airport; Garfield County Airport, Grand Junction Regional Airport; Meeker Airport

Schools

Aspen Community School, Woody Creek; Ross Montessori, Carbondale; Lake County HS, Leadville; Eagle County Charter Academy, Edwards; Colorado Mesa University (Multiple Projects); Colorado Mountain College (Multiple Projects); De Beque School District PK-12; Garfield County School District 16 (Multiple Projects); Roaring Fork School District RE-1 (Multiple Projects)

GROUND

ENGINEERING

Education

- BS, Civil Engineering Technology, Central Connecticut State University – New Britain, CT, 2010

Certifications

- Troxler Nuclear Gauge Safety
- ACI:
 - Field Testing Technician – Grade 1
 - Concrete Laboratory Technician – Grade 1 & 2
 - Concrete Strength Testing Technician – Grade 1 & 2
 - Aggregate Testing Technician – Grade 1 & 2
 - Aggregate Base Testing Technician – Grade 1 & 2
- WAQTC – CDOT Soils Inspector & NETTCP Soils and Aggregate Inspector
- CAPA Asphalt LabCat Levels A, B, C
- CDOT:
 - Inspector/Safety Training
 - Math, Plan Reading, Surveying
 - Site Manager/LIMS Administrator
 - Traffic Control Supervisor
 - Erosion Control Supervisor
- OSHA 10 Hour Safety Training

Years of Experience

8

Years with Ground

5

Matthew Raczewski

Senior Field Technician

Matt is a Senior Field Technician with 8 years of experience in construction materials testing, special inspections and civil inspections. He has performed services on more than 100 construction projects including commercial, industrial, energy, multifamily residential, high-rises, airports, dams and reservoirs, municipal infrastructure, land development and heavy civil infrastructure including bridges, highway work, and aviation. The projects have included report generation and review, schedule coordination, data analysis and personnel management.

Matt has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- concrete testing (field and laboratory)
- asphalt (field and laboratory) testing
- soils testing (field and laboratory)
- proof rolling inspections, stabilization recommendations
- retaining wall construction testing and inspections
- drilled pier, helical pier, and micropile special inspections
- reinforcing steel special inspections
- structural masonry special inspections and testing
- fireproofing special inspections and testing
- Commercial Building Inspections, including Public Schools

Matt has specific experience on Colorado Department of Transportation (CDOT) construction projects, inclusive of construction materials testing and inspection, field laboratory testing, project materials quality documentation, inspector's project documentation, measurement and documentation of accepted material items and quantities, and full inspection of interstate traffic control setups.

Roadway/Highway - CDOT

CDOT- SH-9 Iron Springs – Breckenridge, CO; I-70 Vail Pass Bridge Joints; I-70 Vail Summit Climbing Lane; Vail Frontage Roads; I-70 Vail Underpass; US 24 Bridge – Buena Vista; Aspen ABC Ped Underpass; SH82 Grand Avenue Bridge – Glenwood Springs; SH82/Cattle Creek Interchange; I-70 Eagle Interchange; Garfield CR311 Reconstruction, Silt, CO

Schools

Aspen Community School, Woody Creek, CO; Ross Montessori, Carbondale, CO; Lake County High School, Leadville, CO; Basalt Elementary, Basalt, CO; Bea Underwood Elementary, Parachute, CO; Eagle County High School, Gypsum, CO; Eagle County Middle School, Eagle, CO; Eagle County Elementary School, Eagle, CO; Summit County High School, Breckenridge, CO; Summit County Middle School, Frisco, CO.

GROUND

ENGINEERING

Certifications

AWS QC1
 AWS QC1-96
 ICC Structural Steel and
 Bolting Special Inspector
 ICC Structural Welding Special
 Inspector
 Colorado Adult CPR and Basic
 First Aid

Awards

CWI of the Year Denver, Co
 section

Years of Experience

23

Years with Ground

11

Austin Nicodemus

Steel Inspector

Austin is a structural steel welding and bolting inspector with 11 years of experience performing special inspections during the fabrication and erection of structural steel and miscellaneous steel components. He has performed services on many construction projects including stadiums, hospitals, precast concrete and steel framed multi-story projects, pipelines, bridges, signs, traffic signals, light pole, etc. In addition to services performed during new construction, Austin has tested and certified welders in many disciplines, provided forensic investigations and routinely performs non-destructive test methods including Ultrasonic, Magnetic Particle and Dye Penetrant.

Technical Experience

Single level bar joist/tilt up panel

- FedEx
- Majestic Commerce Center – DEN 5 Mezzanine Alterations

Multi-level moment framed bolted and welded

- Banner Health
- Kaiser Lone Tree
- Project Rio
- Denver Art Museum

Long Span Girder/Truss Bolted and Welded

- DIA STRP Superstructure
- Battle Mountain High School

Division of the State Architect California

- John Wayne Airport
- Fullerton College – New Classroom Office
- LA County High School

Stainless Steel Architectural Construction

- DIA Hanging FIDS

ITA 3rd party shop QC and NDE

- Pikes Peak Steel
- Pinnacle Steel
- Classic Metals
- Metal Solutions
- AFCO Steel
- St Thomas Steel
- Quality Metal Fabricators

Prior Experience

- Career Development Center – welding class – 2 years
- Boulder Steel – welder, fitter and team leader – 12 years

GROUND

ENGINEERING

Education

- BS, Mechanical Engineering, University of Wisconsin Madison, 2004

Professional Licenses

- Colorado Professional Engineer - #47220

Certifications

- International Firestop Council Premiere Certification for Firestop Inspection
- CDOT Designing Pedestrian Facilities for Accessibility (DPFA)
- DFPC Certified Third Party Public School Inspector
- ICC Commercial Building Inspector
- Colorado Adult CPR and Basic First Aid

Years of Experience

13

Years with Ground

13

Sam Thompson, P.E.

Staff Engineer/Project Manager

Sam is a professional engineer with 13 years of experience in building inspections, construction materials testing, special inspections, pavement evaluations and project management. He has performed 3rd party building inspections services on over 500 schools and 150 commercial properties. The projects have included framing inspections, HVAC inspections, Energy Efficiency, Fire Penetrations, footings and foundations, and roofing

Sam has performed construction management, special inspections, quality control inspection and quality assurance inspection including:

- Commercial building inspection including wood framing, light gauge metal framing, mechanical installation, energy efficiency, roofing, fireproofing, fire stopping and intumescent paint
- Transportation Inspections including: traffic and erosion control, pavement markings, structural concrete formwork, drilled pier, concrete flatwork, PCCP, HMA/SMA, waterproof membrane, utility installation, MSE wall, various drainage structures, and soil nail walls.
- Specialty inspections including ground penetrating radar for location of objects within structures and buildings
- Pavement evaluation utilizing Falling Weight Deflection (FWD) and Ground Penetrating Radar (GPR)
- Visual distress surveys
- Project plans and specifications
- Bid packages with unit cost bid schedules
- Project phasing

His responsibilities have also included staff training, staff management, contractor coordination, and client contact and service.

School District Experience

Cherry Creek School District, Denver Public Schools, Boulder Valley School District, Saint Vrain School District, Littleton Public Schools, Douglas County School District, Summit County School District, Brighton 27J School District, Adams 12 and Adams 14 School Districts, Poudre Valley School District, Thompson Valley School District

Commercial / Multi-Family Building Experience

15th and Stout Dual Brand Hotel, Country Club Towers II & III, Diagonal Crossing, Lakehouse, Fairfield Inn, Distribution & Collection Facility, Denver Art Museum, Oak Street Station, Iliff Station, HUB RiNo, Lakewood Senior Living Center, Parker Storage Solutions, Mountain View Apartments, Eaton Street Apartments, Uptown Suites, Open Studio, Modera West Washington Park, 16 Chestnut



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC Prof Liab P.O. Box 7050 Englewood CO 80155	CONTACT NAME: PHONE (A/C, No, Ext): 800-873-8500 FAX (A/C, No): 303-831-5295	
	E-MAIL ADDRESS: 	
INSURED GROUNENG1 GROUND Engineering Consultants, Inc. 41 Inverness Drive East Englewood CO 80112	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Berkley Insurance Company	NAIC # 32603
	INSURER B : Continental Casualty Company	20443
	INSURER C : Continental Insurance Company	35289
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 107537025

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

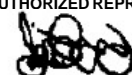
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6049524270	6/6/2019	6/6/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6049524284	6/6/2019	6/6/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6049524317	6/6/2019	6/6/2020	EACH OCCURRENCE	\$ 9,000,000
							AGGREGATE	\$ 9,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6049524298	6/6/2019	6/6/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Pollution Liability Claims Made		Y	AEC902966003	6/6/2019	6/6/2020	Per Claim Annual Aggregate	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured's under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

GCH Construction Company 4496 Bents Drive, Unit C Windsor CO 80550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: GROUNDENG1

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY USI Insurance Services, LLC Prof Liab		NAMED INSURED GROUND Engineering Consultants, Inc. 41 Inverness Drive East Englewood CO 80112	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

RE Project: 219037 Demo Building 7 2019 Project

Additional Insured: GCH Construction Company, the Owner and all other parties as required by contract



November 6, 2019



CONTRACT COVER LETTER

Attention: Paul Anderson, CFO
Lake County School District
328 West 5th St.
Leadville, CO 80461

Project: West Park Elementary School Replacement Project
Contractor: Hord Coplan Macht, Inc.
Address: 1800 Wazee St; Suite 450, Denver CO 80202
Contract Form/Type: Modified AIA B132-2009
Signature Needed: Wendy Wyman, Superintendent and/or School Board President

Scope Summary: Design Services for West Park Elementary

Cost for Services: \$1,752,100.00

Proposed Schedule: October 2019 - September 2021

Sincerely,
Dynamic Program Management

Colleen Kaneda
Principal, Senior Project Manager

 **AIA**[®] Document B132[™] – 2009**Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition**

AGREEMENT made as of the 11th day of November in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Lake County School District R-1
328 West 5th Street
Leadville, CO 80461

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

Hord Coplan Macht, Inc.
1800 Wazee Street
Denver, CO 80202

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

West Park Elementary School Replacement Project
130 West 12th Street
Leadville, CO 80461

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

Dynamic Program Management, LLC
Post Office Box 726
Eagle, CO 81631

The Owner and Architect 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.

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Please refer to the attached Exhibit A AE RFQP and all RFQP Exhibits and Clarifications for preliminary program information.

§ 1.1.1.1 The Architect shall assist the Owner in the preparation of a facility program document that includes site data; spatial programs; and building architecture. This facility program document will act as a guide for the schematic, design development, and construction document phase of this project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Please refer to the attached Exhibit A AE RFQP and all RFQP Exhibits and Clarifications

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Please refer to the attached Exhibit A AE RFQP and all RFQP Exhibits and Clarifications

§ 1.1.4 The Owner's anticipated design and construction schedule:

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.1 Design phase milestone dates, if any:

Please refer to attached "Exhibit A – Schedule"

.2 Commencement of construction:

Please refer to attached "Exhibit A – Schedule"

.3 Substantial Completion date or milestone dates:

Please refer to attached "Exhibit A – Schedule"

For the purpose of this Agreement, Substantial Completion shall be as defined in CRS §24-91-102(5) and shall include the issuance of a certificate of occupancy by the governing municipality, as applicable.

.4 Other:

N/A

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

Colleen Kaneda
Dynamic Program Management, LLC
Post Office Box 726
Eagle, Colorado 81631

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

TBD – November 2019

- .2 Cost Consultant (if in addition to the Construction Manager):

(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

- .3 Land Surveyor:

TBD by Owner

- .4 Geotechnical Engineer:

Ground Engineering Consultants, Inc.

- .5 Civil Engineer:

Included in Architect's Scope of Work

- .6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

TBD

FFE Vendor –To be determined

Hazardous Materials Testing and Consultant - To be determined

Commissioning Agent – To be determined

Special testing and inspection required by Code and not included in the Architect's basic services

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Matt Porta
Hord Coplan Macht, Inc.
1800 Wazee Street
Denver, CO 80202

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Included in Architect's Scope of Work - See Exhibit A

.2 Mechanical Engineer:

Included in Architect's Scope of Work - See Exhibit A

.3 Electrical Engineer:

Included in Architect's Scope of Work - See Exhibit A

§ 1.1.12.2 Consultants retained under Additional Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

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User Notes:

(3B9ADA55)

§ 2.2 All of the work performed by the Architect under this Agreement shall be performed in accordance with the standard of care, skill and diligence commensurate with that provided by qualified design professionals for projects of similar size, complexity, and difficulty. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect will exercise professional efforts to achieve appropriate coordination of plans and specifications issued by the Architect for the Project. Architect's responsibility for coordination with consultants retained by Owner shall be limited to incorporation of the information, data, recommendations, and deliverables supplied to the Architect via the Owner by such consultants into the Architectural design drawings and related specifications so as to minimize the physical and observable conflicts, ambiguities, and inconsistencies that Architect observes or becomes aware of in accordance with the prevailing Architectural professional practice standards. Architect shall be entitled to rely upon the information supplied to it by the Owner and the Owner's consultants and to assume that for all purposes such information is technically accurate, professionally competent, and appropriate for incorporation into the design of the Project. This section does not relieve Architect of any obligations to inform Owner of errors or erroneous information that Architect becomes aware of or observes consistent with the scope of services which Architect has agreed to provide on this Project. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 2.2.2 The Architect shall design the Project to comply with the applicable laws, statutes, codes, ordinances, rules and regulations of the controlling jurisdiction in effect at the time of the completion of the construction documents., including the Americans With Disabilities Act and other applicable laws and regulations protecting the disabled ("accessibility legislation"), insofar as they apply to the design of the Project and are consistent with applicable standards of practice and prevailing design standards of care. The obligations of the Architect and its consultants are subject to: (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Architect to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations. It is understood and agreed that Architect and its consultants are not responsible for code interpretations made in the field by representatives of agencies or authorities having jurisdiction over the Project during the course of construction which are inconsistent with or contrary to comments or approvals previously provided by those agencies or authorities during the pre-permit review procedure.

§ 2.2.3 The Architect shall promptly pay all bills, debts and obligations it incurs performing work under this Agreement and, provided that Architect is timely paid undisputed amounts due from the Owner under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against any portion of the Project or any land, facilities, funds or improvements owned or beneficially owned by the Owner by any employee, subcontractor, supplier or consultant or Architect or any party under contract with the Architect or its consultants.

§ 2.2.4 The Architect hereby represents, promises and warrants to Owner that it is financially solvent and possesses sufficient experience, licenses (including required state license), authority, personnel and working capital to complete the services required hereunder; that the Architect has visited the site for the Project and has thoroughly familiarized itself with the conditions under which the services required hereunder are to be provided; and that the Architect will correlate its observations on the conditions and all of the provisions of this Agreement and of the Construction Documents.

§ 2.2.5 Architect shall be responsible to Owner for acts and omissions of entities performing any of the work for or on behalf of Architect. The Owner's approval, acceptance, use of or payment for all or any part of Architect's work or services hereunder shall not alter Architect's obligations or Owner's right hereunder.

The Architect shall provide all professional design services required by the Owner in defending all claims against the Owner which relate in any way to alleged errors or omissions of the Architect or any of its consultants, without additional compensation.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner and Construction Manager's prior knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. Neither the Architect nor any of its employees or consultants shall have other interests which conflict with the interests of the Owner, including being connected with the sale or promotion of equipment or material which may be used on the Project, and the Architect shall make written inquiry of all of its consultants concerning the existence of or potential for such conflict. In unusual circumstances, and with full disclosure to the Owner of such conflict of interest, the Owner, in its sole discretion, may grant a written waiver for the Architect or particular consultant.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than (\$ one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits .

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than three million dollars (\$ 3,000,000.00) per claim and five million dollars (\$ 5,000,000.00) in the aggregate.

§ 2.6.6 Every policy required above shall be primary insurance, and any insurance carried by Owner, its directors, or its employees, shall be excess and not contributory insurance to that provided by Architect. Architect shall be solely responsible for any deductible losses under any policy required above.

§ 2.6.7 **Subconsultant Insurance.** The subconsultants to the Architect shall carry the following minimum insurance limits for the duration of the agreement. General Liability of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. Workers Compensation at statutory limits. Professional Liability covering subconsultants negligent acts, errors and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and one million dollars (\$1,000,000.00) in aggregate unless noted below. Automotive Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

Professional Liability for the structural engineer and mechanical/electrical/plumbing engineer, must meet limits of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000.00) in aggregate.

Professional Liability for the cost consultant is not required.

§ 2.6.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates and the policies by endorsement will show the Owner and Construction Manager as additional insureds on the Comprehensive General Liability, Automobile Liability, and

umbrella or excess policies. Additionally, each of such certificates shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. As part of its Basic Services, the Architect shall retain or employ professional engineering consultants for the structural, mechanical and electrical design of the Project. At the Owner's request, a copy of the Architect/Engineer agreement (s), if any, shall be forwarded to the Owner for approval or, if the consultants are members of the Architect's staff, their qualifications shall be forwarded to the Owner for approval. The approval required hereunder shall be obtained prior to any obligations relative to the Project being incurred regarding that consultant. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Construction Manager and Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 Intentionally omitted.

§ 3.1.4 The Architect shall submit information to the Construction Manager and the Owner and participate in developing, revising and updating the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Construction Manager and Owner and the Architect agree to the time limits established by Exhibit A – Project Schedule, the Owner and the Architect shall not exceed them, except for reasonable cause, or by mutual agreement of the parties. Delays in the orderly progress of the Project caused by the Architect shall be the responsibility of the Architect. In the event of a delay caused by the Architect, the Architect shall accelerate to meet the time schedule without additional compensation. Time is of the essence in this Agreement.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall meet with planning commissions, fire protection agencies, utility companies, affected street and traffic authorities, health departments, the State of Colorado, and any other government entities as often as reasonably necessary, and shall assist as reasonably necessary to obtain approvals before the start of construction, unless the Owner gives written instruction to proceed without such approval.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Construction Manager and Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Without limiting the generality of the foregoing, the Schematic Design Documents shall at a minimum contain, but not be limited to, the following:

1. a recommended scope of site development;
2. functional areas outlined (single line plans) indicating schematic spaces to meet program criteria;
3. correlation of space with criteria;
4. gross square footage of additions and remodeled areas;
5. net square footage; and
6. initial building code analysis.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's

Init.

review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to Architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. Without limiting the generality of the foregoing, the Design Development Documents shall include the following:

1. outline of specifications;
2. architectural floor plans;
3. architectural elevations and building sections;
4. a proposed finish schedule;
5. tabulation of gross and net areas; and
6. major structural, mechanical and electrical system components overlaid on architectural floor plans.
7. major exterior improvements, including athletic fields and related seating areas.
8. code plan or study

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager and Owner to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.4.6 When the construction document phase is ninety percent (90%) complete and a minimum of ten (10) working days before construction documents are released for bid, the Architect shall submit to the Owner one (1) complete

set of contract documents (drawings and specifications), and one (1) complete set of electronic documents in PDF format, for review and a preliminary estimate of construction cost.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and Owner and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and Owner and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The Architect shall review the changes proposed by Owner to AIA Document A201–2007, and Owner and Architect will mutually determine whether an amendment to this Agreement is necessary, and, if so, enter into such amendment.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, provided, however, that Architect shall promptly notify Construction Manager and Owner in writing if it becomes aware of any deficiencies in any of the foregoing. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or

entities performing portions of the Work unless the Architect recognized any errors, inconsistencies, omissions or other deficiencies and knowingly failed to report it.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

1. review shop drawings
2. observe bearing surfaces or excavations before concrete is poured.
3. observe reinforcing steel after installation and before concrete is placed;
4. observe structural and architectural concrete before, during, and after pouring;
5. evaluate all Owner provided laboratory reports;
6. observe structural steel after erection and prior to the same being covered or enclosed;
7. observe mechanical work following its installation and prior to its being covered and /or enclosed;
8. observe electrical work following its installation and prior to its being covered and/or enclosed;
9. observe exposed surfaces for compliance with Construction Contract Documents;
10. representation of Owner at preliminary and final observations.
11. assist the Owner in determining that all systems are properly working as per the Contract Documents.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect shall not issue a Certificate of Payment for any sums payable if the Architect is aware of any legitimate reason to dispute such sums without first obtaining the Owner's written authorization.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum; provided, however, that the Architect shall not execute the Contractor's monthly applications and Certificates for Payment and return to the Owner for action until Architect has made a sufficient observation of the construction to support the Architect's representations pursuant to the preceding paragraph **§ 3.6.3.2** and to determine, to the best of his ability, that the said materials or services have been provided as indicated in the Contract Documents.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably condition, delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component, but the Architect shall take reasonable measures to verify that such assembly is consistent with the design concept expressed in the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, except that the Architect shall exercise reasonable professional judgment as to the apparent accuracy and/or completeness of such shop drawings and other submittals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize 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 changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall require in the specifications that the Contractor shall provide complete and thorough start-up assistance, operating and maintaining instructions, manuals, and advice to the Owner. The Architect shall provide adequate engineering assistance to the Owner during this start-up period. The Architect shall coordinate and track the closeout of the Project including, but not limited to: systems demonstrations, spare parts inventory,

equipment move-in, permanent key acceptance and verify that the Contractor has met all closeout requirements as outlined in the contract documents.

§ 3.6.6.5 Within ninety (90) days after final acceptance by Owner of the Contractor's record documents, the Architect shall supply the Owner with copies of all final contract documents, plans, specifications, drawings, and computer disks, showing all significant changes incorporated in the Work as finally complete. The following items shall be transmitted to the Owner prior to Final Payment:

- .1 One compact disk containing all electronic AutoCAD and/or Revit files including any necessary fonts, reference files, etc. that were used in preparing the final record documents.
- .2 One compact disk containing all final record drawings and specifications printed in an Adobe .pdf file format.

§ 3.6.6.6 As part of the Architect's Basic Services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after substantial completion and issuance of certificate of occupancy and prior to the expiration of any one-year contractor's or manufacturers warranties, the Architect and its consultants shall re-examine the Project and report to the Owner the status of the contractor's completion or deficiencies in workmanship or materials relative to the final inspection "punch list" and all warranted work. The occurrence of such meeting alone shall not change the substantial completion date.

§ 3.6.6.7 The Architect and his consultants shall issue written notices to the Contractor to correct failed work, reported by the Owner, as warranty items during the warranty period following substantial completion.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site evaluation and planning (B203™-2007)		
§ 4.1.6 Building Information Modeling (E202™-2008)		
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural interior design (B252™-2007)	Architect	
§ 4.1.10 Value analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation (B207™-2008)		
§ 4.1.13 Conformed construction documents	Architect	
§ 4.1.14 As-designed record drawings	Architect	
§ 4.1.15 As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility support services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	

Init.

§ 4.1.20	Telecommunications/data design	Architect	
§ 4.1.21	Security evaluation and planning (B206™–2007)	Architect	
§ 4.1.22	Commissioning (B211™–2007)	Owner	
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® certification (B214™–2012) & Energy Modeling	Architect	
§ 4.1.25	Historic preservation (B205™–2007)	Not Provided	
§ 4.1.26	Furniture, furnishings, and equipment design (B253™–2007)	Architect	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Base scope per RFQ/P Document in Exhibit A
Food Service Consultant – base scope
Acoustical Design – base scope
Solar PV design – Add Service per Exhibit A
Cost Estimating review by 3rd Party. Add service per Exhibit A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the negligence or other fault of the Architect (including without limitation Architect’s failure to abide by any of the terms and conditions of this Agreement), any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner’s schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager’s estimate of the Cost of the Work exceeds the Owner’s budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Any material changing or editing of previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner’s other consultants or contractors; (Architect shall give Owner timely notice of the due date of any such decision and reasonable reminders as the time approaches);
- .6 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager that are outside of the scope of Section 3.5 of this Agreement;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

Init.

- .10 Evaluation of the qualifications of bidders or persons providing proposals to the extent outside the scope included in Section 3.5 of this Agreement; or;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;

(Paragraph Deleted)

§ 4.3.2

Intentionally omitted.

(Paragraphs Deleted)

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Visits to the site by the Architect and its consultants over the duration of the Project during construction will be provided. Site visits are to be coordinated with the Construction Manager. Site visits must be requested a minimum of 72 hours in advance for special visits outside of the negotiated visits. Visits are intended for the Architect to provide periodic observations to review the work is being done is in general conformance and intent of construction documents. The number of visits varies by project and the amount of work being put in place. The Owner, Construction Manager and Architect will work together to make site visits efficient.
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 36 (thirty-six) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.3.5 If the Architect performs services in addition to its basic services, and if such services (1) are pre-approved in writing by Owner; and (2) are not occasioned by any neglect, breach or default of the Architect or any of its employees or consultants, then the Architect will be reimbursed its pre-approved cost for such Additional Services. Under no circumstances shall Architect or any of its employees or consultants proceed with Additional Services without prior written approval of the Owner with respect to the scope of said services.

§ 4.3.6 Before providing any Additional Services, the Architect first shall file with the Owner, and secure the Owner's written approval of, a complete description of such services including an estimate of the maximum cost of any and all such services, on the basis set out in unit rates specified in this Agreement or other basis of cost. Payment for the Additional Services shall not, in any event, exceed the cost estimated by the Architect and approved in writing by the Owner.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as is reasonably necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. The Architect shall assist Owner as requested with the obligations and responsibilities referenced in this Article 5.

Init.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in the agreement between the Owner and the Construction Manager.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner and Construction Manager shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall promptly notify the Owner in writing of any decision the Architect claims is not being done in a timely manner.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's written request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project and they are acceptable to the Owner. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as deemed by Owner to be reasonably appropriate to the services provided.

§ 5.9 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This paragraph 5.11 shall not be construed to impose a duty upon the Owner to inspect or to observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give written notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect or discrepancy. Moreover, failure to deliver such notice shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and the coordination of all designs, plans, reports, specifications drawings and other services rendered by the Architect and the Architect shall without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies in Architects work product that the Architect is responsible for, which may occur.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. Subject to the provisions of Article 4 hereof, including, without limitation, obtaining Owner's prior approval thereto, the Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager and the Owner, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, subject to the provisions of Article 4 hereof, including without limitation obtaining Owner's prior approval thereto as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The drawings, specifications, and other documents or data prepared by the Architect and the Architect's consultants for the Project, or any component of the Project, are Instruments of Service. Upon payment of all amounts due under this Agreement for that portion of drawings, specifications or other documents prepared or furnished, the Owner shall be deemed the owner of the Instruments of Service. The Architect and its consultants retain nonexclusive licenses to the Instruments of Service, provided that the completed Project represented by the Instrument of Service shall not be duplicated for any other client. The prior written consent of Owner is required for Architect to re-use any of such documents in other projects. The Architect and its consultants do not convey to the Owner their unique or proprietary design techniques or concepts as may be employed in the final Instruments of Service.

§ 7.2 The Contractor, Subcontractors, Sub-subcontractors and material and equipment suppliers shall be granted a limited license to use and reproduce applicable portions of the drawings, specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the drawings, specifications and other documents prepared by the Architect. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project is not to be construed as a publication in derogation of the Architect's copyright or other reserved services.

§ 7.3 If the Owner subsequently reproduces or uses the Instruments of Service, or creates (or causes others to create) a derivative work based upon the Instruments of Service, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications of the identity of the Architect and the

Architect's consultants on the Instruments of Service. The Owner shall not use the Instruments of Service for other projects, unless the Owner first obtains written consent from the Architect and, if applicable, the Architect's consultants. The use by the Owner or its successors in interest in title, or assigns, which incorporates the Instruments of Service or any derivatives thereof, shall be at the Owner's sole risk and without any liability or responsibility whatsoever by Architect or its consultants.

§ 7.3.1 Intentionally omitted.

§ 7.4 Architect shall pay royalties and license fees for patented or copyrighted designs, process or products incorporated into the Work performed under this Agreement by Architect, its employees and consultants and further agrees to defend, indemnify and hold Owner and its successors and assigns harmless from all damages, suits, costs or claims for infringement of any patent rights or copyrights arising therefrom.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction as modified. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Owner agrees that it will require in the Contract Documents that Contractor name the Architect is named as an additional insured under the Commercial General Liability Insurance obtained by the Contractor for the Project.

§ 8.1.3 **To the fullest extent permitted by law, Architect shall indemnify, defend and hold the Owner harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:**

- (a) **the negligent, intentional, or willful act of Architect, or any officer, employee, representative, agent, subconsultant of Architect, or other person for whom Architect is responsible under this Agreement; or**
- (b) **Architect's breach of this Agreement.**

except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.

This indemnity provision is to be interpreted to require Architect to indemnify, defend, and hold the Owner harmless only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section. To the extent indemnification is required under this Agreement, Architect shall investigate, handle, respond to, and provide defense for and defend against (with counsel acceptable to Owner), any such liability, claims, or demands at its expense, and bear all other costs and expenses related thereto, including court costs and attorney fees. This Section shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section are performed

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. The term "consequential damages" shall not include the cost of any structural repair, dismantling, replacement, or waste that is reasonably related to the Architect's negligence.

§

8.1.5 The prevailing party in any proceeding commenced pursuant to this Agreement shall be entitled to an award of its reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action against the non-prevailing party.

§ 8.1 In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the state courts of Lake County, Colorado. No such action shall be removed to any other court or jurisdiction. The prevailing party in such court action shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys' fees and costs.

§ 8.2 Mediation

§ 8.2.2 Intentionally

deleted. **§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 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 in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, and the Architect has fully complied with this Agreement and the Owner's failure continues for more than ten (10) days after the Owner receives from the Architect written notice of such failure to pay and the unpaid amounts are not the subject of a bona fide dispute between the Owner and the Architect, such failure shall be considered as cause for Architect for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted provided that, the Architect's fees shall be adjusted only to the extent, if any, that the hourly rates for the Architect's personnel have been increased during the period of suspension as part of the Architect's normal, regularly-scheduled annual rate adjustments for its personnel. If the Architect elects to terminate this Agreement, prior to such termination the Architect shall give ten (10) business days' written notice to the Owner, during which period the Owner may make such payment in order to remedy such failure.

§ 9.2 If the Owner suspends the Project for a period of more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than twelve (12) consecutive months for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and such failure shall have continued for a period of more than ten (10) days after receiving notice of such failure from the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Architect shall, upon receipt of such notice, cease all work on the Project and instruct the Architects and other consultants retained by it to cease all work on the Project. The Owner may suspend or abandon work on all or any part of the Project, including work under this Agreement, with or without cause, effective immediately upon notice to the Architect. A suspension of more than twelve months shall be deemed a termination.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and consist solely of those expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

§ 9.9 If work is suspended or terminated by Owner, the Architect shall not be entitled to any payment or reimbursement for any service rendered after receipt of actual or constructive written notice of such suspension or termination, nor shall Architect be entitled to recover lost profits on work not performed, special, consequential or similar damages.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in this Agreement. The Architect may not assign its rights or obligations under this Agreement. Owner may assign its rights and obligations hereunder to its Lender, and Architect agrees to enter into an agreement with the Lender pursuant to which, at Lender's request, Architect will complete its services hereunder. Any entity which shall succeed to the rights of the Owner shall be entitled to enforce its rights hereunder. If Architect attempts to make such an assignment without such consent, it shall nevertheless remain legally responsible for all obligations under this Agreement. The parties agree that documents created in connection with the implementation of this Agreement, contains or may contain "confidential commercial information" within the meaning of Section 24-72-204(3)(a)(IV), C.R.S. (which is part of the Colorado Open Records Act). If Owner receives a request for disclosure of the terms and provisions of this Agreement, or documents created in connection with the implementation of this Agreement, pursuant to the Colorado Open Records Act, Owner will not provide the requested information without first notifying Architect of the request so that Architect may seek an appropriate protective order or waive the confidentiality provisions of this Section 10.3. Owner will not oppose any action by Architect to obtain an appropriate protective order or other reliable assurance that the confidentiality provisions of this Section 10.3 will be enforced to the fullest extent permitted by the law.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least seven (7) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, including Owner's Lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least seven (7) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall, however, immediately notify the Owner if the Architect becomes aware of any such material or substance in the Project.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include

the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Architect shall, at all times, be an independent contractor and not an employee of the Owner and shall, therefore, be liable for its own debts, obligations, acts and omissions, including the payment of all required taxes on behalf of its employees. None of the Architect's employees shall be deemed employees of the Owner. Neither the Architect nor any of its employees shall in anyway hold itself or themselves out as employees of the Owner. Nothing in this Agreement shall be deemed to create a joint venture between the Owner and the Architect.

§ 10.10 The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights.

§ 10.11 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

§ 10.12 Pursuant to Section 24-91-103.6, C.R.S., Owner hereby states that: (i) the money which has been appropriated by the Board of Education of Lake County School District R1 for the services required of Architect under this Agreement is equal to or in excess of the contract amount; and (ii) no change order or other form of order of directive shall be issued by the Owner requiring additional compensable services to be performed by Architect, which work causes the aggregate amount payable under this Agreement to Architect to exceed the amount appropriated for the original Agreement, unless the Architect is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.). Owner shall reimburse Architect on a periodic basis as provided in this Agreement for all additional directed work performed by Architect until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the Architect has submitted an estimate to Owner of the additional compensable work to be performed. All applicable provisions of Section 24-91-103.6, C.R.S., are incorporated into this Agreement by reference.

§ 10.13 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. **Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Architect or some other entity.** Architect agrees to indemnify and hold Owner harmless from any liability resulting from Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

§ 10.14 In connection with work to be performed under this Agreement, Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, sexual orientation, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, sexual orientation, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the

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performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to age, race, color, creed, sex, sexual orientation, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, **et seq.** (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from Architect's failure to comply with all applicable laws or regulations.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump sum of one million, seven hundred fifty two thousand one hundred dollars (\$1,752,100.00) per proposal provided in Exhibit "A". This fee includes the base proposed fee of \$1,710,100 plus FF&E alternate of \$17,000 plus insurance premium for structural engineer to increase PL insurance of \$25,000.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Add alternates provided in Exhibit A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows Not Used.:

(Table Deleted)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.) Provided in Exhibit "YY"

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in writing in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; however it shall not include the premiums for any of the coverages required under Section 2.6 of this Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar direct Project-related expenditures which are authorized in advance and in writing by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred. Reimbursable expenses are not to exceed thirty thousand dollars (\$30,000.00) per proposal in Exhibit "XX".

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Any term or provision of this Agreement found to be invalid or unenforceable under any applicable statute or rule of law, including a court of competent jurisdiction, such provision shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect

§ 12.2 Annual Appropriation. Financial obligations of the Owner under this Agreement payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Board of Education of Lake County School District R1. If sufficient funds are not made available, this Agreement may be terminated by either party without penalty; provided, however, that in the event of termination of this Agreement pursuant to this section Owner will pay Architect all sums due for services performed prior to the date of termination. The Owner's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

§12.2.1 It is anticipated that Architect will engage other professionals to perform portions of its services. Such professionals shall be employed at Architect's sole cost and expense, unless otherwise agreed in writing by the Owner. The Architect shall obtain from each such professional a written acknowledgment of understanding that the Architect is not a "contractor" as defined by section 38-26-101, C.R.S., and a waiver of any claim to entitlement of benefits under a public works bond furnished to the Owner by the Contractor, or subcontractors. All contracts entered into by the Architect with such professionals shall contain a provision acknowledging the terms of this subsection 12.2.1. The Architect shall forward the Owner a signed copy of each such acknowledgment and waiver along with a copy of each such agreement entered into between the Architect and a professional engaged by the Architect to perform a portion of the services.

§12.2.2 The Owner and the Architect acknowledge and agree that nothing in this Agreement implies any undertaking by the Architect for the benefit of or which may be enforced by the Contractor, its subcontractors, or the surety of any of them; it being understood that the Architect's obligations are to the Owner. Conversely, in performing such obligations, the Architect may not and shall not increase the burdens and exposure of the Contractor, its subcontractors, or the surety of any of them.

§12.2.3

§ 12.3 ILLEGAL ALIENS

§ 12.3.1 In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 *et. seq.*, Architect certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Contract, and that Architect will participate in the E-Verify Program or the Department Program [as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Contract. Architect further certifies that it will not enter into a contract with a subconsultant who fails to certify to Architect that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

§ 12.3.2 Architect has confirmed the employment eligibility of all employees who are newly hired to perform work under this Contract through participation in either the E-Verify Program or the Department Program. Architect shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Contract is being performed.

§ 12.3.3 If Architect obtains actual knowledge that a subconsultant performing work under this Contract knowingly employs or contracts with an illegal alien, Architect shall:

1. Notify the subconsultant and the Owner within three days that Architect has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and

1. Terminate the subcontract if within three days of receiving actual notice the subconsultant does not stop employing or contracting with the illegal alien, except that Architect shall not terminate the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

§ 12.3.4 Architect shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

§ 12.3.5 If Architect violates the provisions of this paragraph, the Owner may terminate this Agreement for breach and Architect shall be liable for actual and consequential damages.

§ 12.4 The Architect will not issue the final Certificate for Payment and final payment will not be made until the time of final settlement shall be established by the Owner, and approved by the State, and shall thereafter be advertised by two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement as required pursuant to Colo. Rev. Stat. §38-26-107. The Owner shall withhold from all payments to Construction Manager sufficient funds to insure the payment of all claims filed by any person that has furnished labor, materials, sustenance, or other supplies used or consumed by Construction Manager or a subcontractor in or about the performance of the Work, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work whose claim therefore has not been paid by Construction Manager or the subcontractor, all in accordance with the provisions of Colo. Rev. Stat. §38-26-107.

§ 12.5 The Architect shall comply with all applicable laws and all applicable Owner policies and procedures, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner grounds. The Architect shall refer to the Owner's Web site for information on the Owner's policies.

§ 12.6 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

§ 12.7 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on the first page of this Agreement (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth on the first page of this agreement. Any notice given by mail herein provided shall be deemed given when deposited in the United States Mail.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

Exhibit A includes the following:

- LCSD WPE RFQ/P for A/E Services including facility master plan, project schedule, project budget, BEST Grant application and clarifications
- HCM response to RFQ/P for A/E Services
- BEST Grant Service Provider Contract

- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

N/A

- .4 Other documents:

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User Notes:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER*(Signature)*



ARCHITECT*(Signature)*

(Printed name and title)

Matthew D. Portq - Principal

(Printed name and title)

4812-6223-5815, v. 1

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Additions and Deletions Report for **AIA® Document B132™ – 2009**

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 18:53:25 ET on 11/05/2019.

PAGE 1

AGREEMENT made as of the 11th day of November in the year 2019

Lake County School District R-1
328 West 5th Street
Leadville, CO 80461

...

Hord Coplan Macht, Inc.
1800 Wazee Street
Denver, CO 80202

...

West Park Elementary School Replacement Project
130 West 12th Street
Leadville, CO 80461

...

Dynamic Program Management, LLC
Post Office Box 726
Eagle, CO 81631

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TABLE OF ARTICLES

...

Please refer to the attached Exhibit A AE RFQP and all RFQP Exhibits and Clarifications for preliminary program information.

...

§ 1.1.1.1 The Architect shall assist the Owner in the preparation of a facility program document that includes site data; spatial programs; and building architecture. This facility program document will act as a guide for the schematic, design development, and construction document phase of this project.

...

Please refer to the attached Exhibit A AE RFQP and all RFQP Exhibits and Clarifications

...

Please refer to the attached Exhibit A AE RFQP and all RFQP Exhibits and Clarifications

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Please refer to attached "Exhibit A – Schedule"

...

Please refer to attached "Exhibit A – Schedule"

...

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...

For the purpose of this Agreement, Substantial Completion shall be as defined in CRS §24-91-102(5) and shall include the issuance of a certificate of occupancy by the governing municipality, as applicable.

...

N/A

...

One Contractor

...

§ 1.1.8 The Owner identifies the following representative in accordance with Section ~~5.5:5.4~~:

...

Colleen Kaneda
Dynamic Program Management, LLC
Post Office Box 726
Eagle, Colorado 81631

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TBD – November 2019

...

TBD by Owner

...

Ground Engineering Consultants, Inc.

...

Included in Architect's Scope of Work

...

TBD

...

FFE Vendor –To be determined

...

Hazardous Materials Testing and Consultant - To be determined

...

Commissioning Agent – To be determined

...

Special testing and inspection required by Code and not included in the Architect's basic services

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§ 1.1.11 The Architect identifies the following representative in accordance with Section 2-4:2.3:

...

Matt Porta
Hord Coplan Macht, Inc.
1800 Wazee Street
Denver, CO 80202

...

Included in Architect's Scope of Work - See Exhibit A

...

Included in Architect's Scope of Work - See Exhibit A

...

Included in Architect's Scope of Work - See Exhibit A

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. All of the work performed by the Architect under this Agreement shall be performed in accordance with the standard of care, skill and diligence commensurate with that provided by qualified design professionals for projects of similar size, complexity, and difficulty. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

...

§ 2.2.1 The Architect will exercise professional efforts to achieve appropriate coordination of plans and specifications issued by the Architect for the Project. Architect's responsibility for coordination with consultants retained by Owner shall be limited to incorporation of the information, data, recommendations, and deliverables supplied to the Architect via the Owner by such consultants into the Architectural design drawings and related specifications so as to minimize the physical and observable conflicts, ambiguities, and inconsistencies that Architect observes or becomes aware of in accordance with the prevailing Architectural professional practice standards. Architect shall be entitled to rely upon the information supplied to it by the Owner and the Owner's consultants and to assume that for all purposes such information is technically accurate, professionally competent, and appropriate for incorporation into the design of the Project. This section does not relieve Architect of any obligations to inform Owner of errors or erroneous information that Architect becomes aware of or observes consistent with the scope of services which Architect has agreed to provide on this Project. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

...

§ 2.2.2 The Architect shall design the Project to comply with the applicable laws, statutes, codes, ordinances, rules and regulations of the controlling jurisdiction in effect at the time of the completion of the construction documents, including the Americans With Disabilities Act and other applicable laws and regulations protecting the disabled ("accessibility legislation"), insofar as they apply to the design of the Project and are consistent with applicable standards of practice and prevailing design standards of care. The obligations of the Architect and its consultants are subject to: (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Architect to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations. It is understood and agreed that Architect and its consultants are not responsible for code interpretations made in the field by representatives of agencies or authorities having jurisdiction over the Project during the course of construction which are inconsistent with or contrary to comments or approvals previously provided by those agencies or authorities during the pre-permit review procedure.

...

§ 2.2.3 The Architect shall promptly pay all bills, debts and obligations it incurs performing work under this Agreement and, provided that Architect is timely paid undisputed amounts due from the Owner under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against any portion of the Project or any land, facilities, funds or improvements owned or beneficially owned by the Owner by any employee, subcontractor, supplier or consultant or Architect or any party under contract with the Architect or its consultants.

...

§ 2.2.4 The Architect hereby represents, promises and warrants to Owner that it is financially solvent and possesses sufficient experience, licenses (including required state license), authority, personnel and working capital to complete the services required hereunder; that the Architect has visited the site for the Project and has thoroughly familiarized itself with the conditions under which the services required hereunder are to be provided; and that the Architect will correlate its observations on the conditions and all of the provisions of this Agreement and of the Construction Documents.

...

§ 2.2.5 Architect shall be responsible to Owner for acts and omissions of entities performing any of the work for or on behalf of Architect. The Owner's approval, acceptance, use of or payment for all or any part of Architect's work or services hereunder shall not alter Architect's obligations or Owner's right hereunder. The Architect shall provide all professional design services required by the Owner in defending all claims against the Owner which relate in any way to alleged errors or omissions of the Architect or any of its consultants, without additional compensation.

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§ 2.5 Except with the Owner's knowledge and Owner and Construction Manager's prior knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. Neither the Architect nor any of its employees or consultants shall have other interests which conflict with the interests of the Owner, including being connected with the sale or promotion of equipment or material which may be used on the Project, and the Architect shall make written inquiry of all of its consultants concerning the existence of or potential for such conflict. In unusual circumstances, and with full disclosure to the Owner of such conflict of interest, the Owner, in its sole discretion, may grant a written waiver for the Architect or particular consultant.

...

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

...

§ 2.6.1 Comprehensive General Liability with policy limits of not less than ~~(\$)~~ for each occurrence and ~~(\$ one million dollars (\$ 1,000,000.00)~~ for each occurrence and two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than ~~(\$ one million dollars (\$ 1,000,000.00)~~ combined single limit and aggregate for bodily injury and property damage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ~~(\$)~~.

...

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than (\$) per claim and three million dollars (\$ 3,000,000.00) per claim and five million dollars (\$ 5,000,000.00) in the aggregate.

...

§ 2.6.6 Every policy required above shall be primary insurance, and any insurance carried by Owner, its directors, or its employees, shall be excess and not contributory insurance to that provided by Architect. Architect shall be solely responsible for any deductible losses under any policy required above.

...

§ 2.6.7 Subconsultant Insurance. The subconsultants to the Architect shall carry the following minimum insurance limits for the duration of the agreement. General Liability of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. Workers Compensation at statutory limits. Professional Liability covering subconsultants negligent acts, errors and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and one million dollars (\$1,000,000.00) in aggregate unless noted below. Automotive Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

...

Professional Liability for the structural engineer and mechanical/electrical/plumbing engineer, must meet limits of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000.00) in aggregate.

...

Professional Liability for the cost consultant is not required.

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§ 2.6.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured and the policies by endorsement will show the Owner and Construction Manager as additional insureds on the Comprehensive General Liability, Automobile Liability, and umbrella or excess policies. Additionally, each of such certificates shall contain a provision that coverages afforded under the policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

...

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. As part of its Basic Services, the Architect shall retain or employ professional engineering consultants for the structural, mechanical and electrical design of the Project. At the Owner's request, a copy of the Architect/Engineer agreement (s), if any, shall be forwarded to the Owner for approval or, if the consultants are members of the Architect's staff, their qualifications shall be forwarded to the Owner for approval. The approval required hereunder shall be obtained prior to any obligations relative to the Project being incurred regarding that consultant. Services not set forth in this Article 3 are Additional Services.

...

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Construction Manager and Owner.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project. Intentionally omitted.

...

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising and the Owner and participate in developing, revising and updating the Project schedule as it relates to the Architect's services.

...

§ 3.1.5 Once the Construction Manager and Owner and the Architect agree to the time limits established by the Project schedule, Exhibit A – Project Schedule, the Owner and the Architect shall not exceed them, except for reasonable cause-cause, or by mutual agreement of the parties. Delays in the orderly progress of the Project caused by the Architect shall be the responsibility of the Architect. In the event of a delay caused by the Architect, the Architect shall accelerate to meet the time schedule without additional compensation. Time is of the essence in this Agreement.

...

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall meet with planning commissions, fire protection agencies, utility companies, affected street and traffic authorities, health departments, the State of Colorado, and any other government entities as often as reasonably necessary, and shall assist as reasonably necessary to obtain approvals before the start of construction, unless the Owner gives written instruction to proceed without such approval.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Construction Manager and Owner regarding the requirements of the Project.

...

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, ~~if appropriate, and~~ preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the

drawings or described in writing. Without limiting the generality of the foregoing, the Schematic Design Documents shall at a minimum contain, but not be limited to, the following:

1. a recommended scope of site development;
2. functional areas outlined (single line plans) indicating schematic spaces to meet program criteria;
3. correlation of space with criteria;
4. gross square footage of additions and remodeled areas;
5. net square footage; and
6. initial building code analysis.

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§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to ~~architectural~~, Architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. Without limiting the generality of the foregoing, the Design Development Documents shall include the following:

1. outline of specifications;
2. architectural floor plans;
3. architectural elevations and building sections;
4. a proposed finish schedule;
5. tabulation of gross and net areas; and
6. major structural, mechanical and electrical system components overlaid on architectural floor plans.
7. major exterior improvements, including athletic fields and related seating areas.
8. code plan or study

...

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager and Owner to review the Design Development Documents.

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§ 3.4.6 When the construction document phase is ninety percent (90%) complete and a minimum of ten (10) working days before construction documents are released for bid, the Architect shall submit to the Owner one (1) complete set of contract documents (drawings and specifications), and one (1) complete set of electronic documents in PDF format, for review and a preliminary estimate of construction cost.

...

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and Owner and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

...

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and Owner and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document ~~A232™-2009, A201™-2007~~, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document ~~A232-2009, A201-2007~~, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The Architect shall review the changes proposed by Owner to AIA Document A201-2007, and Owner and Architect will mutually determine whether an amendment to this Agreement is necessary, and, if so, enter into such amendment.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract ~~Documents- Documents~~, provided, however, that Architect shall promptly notify Construction Manager and Owner in writing if it becomes aware of any deficiencies in any of the foregoing. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the ~~Work-Work~~ unless the Architect recognized any errors, inconsistencies, omissions or other deficiencies and knowingly failed to report it.

1. review shop drawings
2. observe bearing surfaces or excavations before concrete is poured.
3. observe reinforcing steel after installation and before concrete is placed;
4. observe structural and architectural concrete before, during, and after pouring;
5. evaluate all Owner provided laboratory reports;
6. observe structural steel after erection and prior to the same being covered or enclosed;
7. observe mechanical work following its installation and prior to its being covered and /or enclosed;
8. observe electrical work following its installation and prior to its being covered and/or enclosed;
9. observe exposed surfaces for compliance with Construction Contract Documents;
10. representation of Owner at preliminary and final observations.
11. assist the Owner in determining that all systems are properly working as per the Contract Documents.

...

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document ~~A232-2009, A201-2007~~, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by

the Architect. The Architect shall not issue a Certificate of Payment for any sums payable if the Architect is aware of any legitimate reason to dispute such sums without first obtaining the Owner's written authorization.

...

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract ~~Sum~~-Sum; provided, however, that the Architect shall not execute the Contractor's monthly applications and Certificates for Payment and return to the Owner for action until Architect has made a sufficient observation of the construction to support the Architect's representations pursuant to the preceding paragraph § 3.6.3.2 and to determine, to the best of his ability, that the said materials or services have been provided as indicated in the Contract Documents.

...

..

...

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably condition delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

...

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, ~~and after the Construction Manager reviews, approves and transmits the submittals,~~ the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a ~~component~~-component, but the Architect shall take reasonable measures to verify that such assembly is consistent with the design concept expressed in the Contract Documents.

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§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design ~~professionals~~-professionals, except that the Architect shall exercise reasonable professional judgment as to the apparent accuracy and/or completeness of such shop drawings and other submittals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.6.6.4 The Architect shall require in the specifications that the Contractor shall provide complete and thorough start-up assistance, operating and maintaining instructions, manuals, and advice to the Owner. The Architect shall provide adequate engineering assistance to the Owner during this start-up period. The Architect shall coordinate and track the closeout of the Project including, but not limited to: systems demonstrations, spare parts inventory, equipment move-in, permanent key acceptance and verify that the Contractor has met all closeout requirements as outlined in the contract documents.

...

~~§ 3.6.6.4~~ Upon request of the Owner, and prior to § 3.6.6.5 Within ninety (90) days after final acceptance by Owner of the Contractor's record documents, the Architect shall supply the Owner with copies of all final contract documents, plans, specifications, drawings, and computer disks, showing all significant changes incorporated in the Work as finally complete. The following items shall be transmitted to the Owner prior to Final Payment:

...

~~the expiration.~~ .1 One compact disk containing all electronic AutoCAD and/or Revit files including any necessary fonts, reference files, etc. that were used in preparing the final record documents.

...

.2 One compact disk containing all final record drawings and specifications printed in an Adobe .pdf file format.

...

~~of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations~~ § 3.6.6.6 As part of the Architect's Basic Services under this Agreement, and notwithstanding any other provision in this Agreement, approximately eleven (11) months after substantial completion and issuance of certificate of occupancy and prior to the expiration of any one-year contractor's or manufacturers warranties, the Architect and its consultants shall re-examine the Project and report to the Owner the status of the contractor's completion or deficiencies in workmanship or materials relative to the final inspection "punch list" and all warranted work. The occurrence of such meeting alone shall not change the substantial completion date.

...

~~and performance.~~ § 3.6.6.7 The Architect and his consultants shall issue written notices to the Contractor to correct failed work, reported by the Owner, as warranty items during the warranty period following substantial completion.

...

<u>§ 4.1.1</u> Programming (B202™ 2009)	Architect	
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...

<u>§ 4.1.3</u> Measured drawings	Architect	
<u>§ 4.1.4</u> Existing facilities surveys	Architect	

...

§ 4.1.6 Building information modeling Information Modeling (E202™-2008)		
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural interior design (B252™-2007)	Architect	
§ 4.1.10 Value analysis (B204™-2007)	Not Provided	

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§ 4.1.13 Conformed construction documents	Architect	
§ 4.1.14 As-designed record drawings	Architect	
§ 4.1.15 As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility support services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	
§ 4.1.21 Security evaluation and planning (B206™-2007)	Architect	
§ 4.1.22 Commissioning (B211™-2007)	Owner	

...

§ 4.1.24 LEED® certification (B214™-2012) & Energy Modeling	Architect	
§ 4.1.25 Historic preservation (B205™-2007)	Not Provided	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	Architect	

...

- Base scope per RFQ/P Document in Exhibit A
- Food Service Consultant – base scope
- Acoustical Design – base scope
- Solar PV design – Add Service per Exhibit A
- Cost Estimating review by 3rd Party. Add service per Exhibit A

...

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the ~~fault of the Architect~~, negligence or other fault of the Architect (including without limitation Architect's failure to abide by any of the terms and conditions of this Agreement), any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

...

- ~~4 Changing or editing~~ Any material changing or editing of previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- ~~5~~ Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the

Owner's other consultants or contractors; (Architect shall give Owner timely notice of the due date of any such decision and reasonable reminders as the time approaches);

...

- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction ~~Manager;~~ Manager that are outside of the scope of Section 3.5 of this Agreement;

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- .10 Evaluation of the qualifications of bidders or persons providing ~~proposals;~~ proposals to the extent outside the scope included in Section 3.5 of this Agreement; or;

...

- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;~~or~~

...

- ~~.12 Assistance to the Initial Decision Maker, if other than the Architect.~~

...

§ 4.3.2 ~~To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

...

- ~~.1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect; Intentionally omitted.~~

...

- ~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~

...

- ~~.3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

...

- ~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker;~~

...

~~.5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~

...

~~.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.~~

...

.1 ~~(-) reviews~~ One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 ~~(-) visits~~ Visits to the site by the Architect and its consultants over the duration of the Project during construction will be provided. Site visits are to be coordinated with the Construction Manager. Site visits must be requested a minimum of 72 hours in advance for special visits outside of the negotiated visits. Visits are intended for the Architect to provide periodic observations to review the work is being done is in general conformance and intent of construction documents. The number of visits varies by project and the amount of work being put in place. The Owner, Construction Manager and Architect will work together to make site visits efficient.

...

.3 ~~(-) inspections~~ One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

.4 ~~(-) inspections~~ One (1) inspection for any portion of the Work to determine final completion

...

§ 4.3.4 If the services covered by this Agreement have not been completed within 36 (thirty-six) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 4.3.5 If the Architect performs services in addition to its basic services, and if such services (1) are pre-approved in writing by Owner; and (2) are not occasioned by any neglect, breach or default of the Architect or any of its employees or consultants, then the Architect will be reimbursed its pre-approved cost for such Additional Services. Under no circumstances shall Architect or any of its employees or consultants proceed with Additional Services without prior written approval of the Owner with respect to the scope of said services.

...

§ 4.3.6 Before providing any Additional Services, the Architect first shall file with the Owner, and secure the Owner's written approval of, a complete description of such services including an estimate of the maximum cost of any and all such services, on the basis set out in unit rates specified in this Agreement or other basis of cost. Payment for the Additional Services shall not, in any event, exceed the cost estimated by the Architect and approved in writing by the Owner.

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as is reasonably necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. The Architect shall assist Owner as requested with the obligations and responsibilities referenced in this Article 5.

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§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in ~~AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.~~ Manager.

...

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner and Construction Manager shall adjust the Project schedule, if necessary, as the Project proceeds.

...

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall promptly notify the Owner in writing of any decision the Architect claims is not being done in a timely manner.

...

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's written request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the ~~Project~~ Project and they are acceptable to the Owner. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as deemed by Owner to be reasonably appropriate to the services provided.

...

§ 5.9 ~~The~~ Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

PAGE 19

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This paragraph 5.11 shall not be construed to impose a duty upon the Owner to inspect or to

observe the Project, or to become aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, nor is the Owner required to give written notice if it is the Architect who is the source of the Owner's knowledge about any fault, defect or discrepancy. Moreover, failure to deliver such notice shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and the coordination of all designs, plans, reports, specifications drawings and other services rendered by the Architect and the Architect shall without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies in Architects work product that the Architect is responsible for, which may occur.

...

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Subject to the provisions of Article 4 hereof, including, without limitation, obtaining Owner's prior approval thereto, the Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

...

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, Manager and the Owner, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

PAGE 20

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, subject to the provisions of Article 4 hereof, including without limitation obtaining Owner's prior approval thereto as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

...

§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~ drawings, specifications, and other documents or data prepared by the Architect and the Architect's consultants for the Project, or any component of the Project, are Instruments of Service. Upon payment of all amounts due under this Agreement for that portion of drawings, specifications or other documents prepared or furnished, the Owner shall be deemed the owner of the Instruments of Service. The Architect and its consultants retain nonexclusive licenses to the Instruments of Service, provided that the completed Project represented by the Instrument of Service shall not be duplicated for any other client. The prior written consent of Owner is required for Architect to re-use any of such documents in other projects. The Architect and its consultants do not convey to the Owner their unique or proprietary design techniques or concepts as may be employed in the final Instruments of Service.

...

§ 7.2 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service Contractor, Subcontractors, Sub-subcontractors and material and equipment suppliers shall be granted a limited license to use~~

and reproduce applicable portions of the drawings, specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the drawings, specifications and other documents prepared by the Architect. Submittals or distributions necessary to meet official regulatory requirements or for similar purposes in connection with other purposes relating to completion of the Project is not to be construed as a publication in derogation of the reserved rights of the Architect and the Architect's consultants. Architect's copyright or other reserved services.

...

~~§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering~~ If the Owner subsequently reproduces or uses the Instruments of

...

~~and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ Service, or creates (or causes others to create) a derivative work based upon the Instruments of Service, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications of the identity of the Architect and the

...

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~ Architect's consultants on the Instruments of Service. The Owner shall not use the Instruments of Service for other projects, unless the Owner first obtains written consent from the Architect and, if applicable, the Architect's consultants. The use by the Owner or its successors in interest in title, or assigns, which incorporates the Instruments of Service or any derivatives thereof, shall be at the Owner's sole risk and without any liability or responsibility whatsoever by Architect or its consultants.

...

~~§ 7.3.1 Intentionally omitted.~~

...

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~ Architect shall pay royalties and license fees for patented or copyrighted designs, process or products incorporated into the Work performed under this Agreement by Architect, its employees and consultants and further agrees to defend, indemnify and hold Owner and its successors and assigns harmless from all damages, suits, costs or claims for infringement of any patent rights or copyrights arising therefrom.

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document ~~A232-2009, A201-2007~~, General Conditions of the Contract for ~~Construction.~~ Construction as modified. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Owner agrees that it will require in the Contract Documents that Contractor name the Architect is named as an additional insured under the Commercial General Liability Insurance obtained by the Contractor for the Project.

...

~~§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable.~~ To the fullest extent permitted by law, Architect shall indemnify, defend and hold the Owner harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

...

under applicable law, but only (a) the negligent, intentional, or willful act of Architect, or any officer, employee, representative, agent, subconsultant of Architect, or other person for whom Architect is responsible under this Agreement; or

...

(b) Architect's breach of this Agreement.

...

to the extent they are caused by the negligent acts or omissions of the Architect, its employees except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.

...

and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage. This indemnity provision is to be interpreted to require Architect to indemnify, defend, and hold the Owner harmless only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section. To the extent indemnification is required under this Agreement, Architect shall investigate, handle, respond to, and provide defense for and defend against (with counsel acceptable

to Owner), any such liability, claims, or demands at its expense, and bear all other costs and expenses related thereto, including court costs and attorney fees. This Section shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section are performed

...

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. The term "consequential damages" shall not include the cost of any structural repair, dismantling, replacement, or waste that is reasonably related to the Architect's negligence.

...

§ 8.2 Mediation

...

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.**8.1.5** The prevailing party in any proceeding commenced pursuant to this Agreement shall be entitled to an award of its reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action against the non-prevailing party.

PAGE 22

§ 8.2.2 ~~The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~**8.1** In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the state courts of Lake County, Colorado. No such action shall be removed to any other court or jurisdiction. The prevailing party in such court action shall be entitled to collect, as part of any judgment entered, its reasonable expert witness and attorneys' fees and costs.

...

§ 8.2 Mediation

...

§ 8.2.2 Intentionally

...

~~§ 8.2.3~~ **§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

[X] Litigation in a court of competent jurisdiction

PAGE 23

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, ~~such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause and the Architect has fully complied with this Agreement and the Owner's failure continues for more than ten (10) days after the Owner receives from the Architect written notice of such failure to pay and the unpaid amounts are not the subject of a bona fide dispute between the Owner and the Architect, such failure shall be considered as cause for~~ Architect for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably ~~adjusted~~ adjusted provided that, the Architect's fees shall be adjusted only to the extent, if any, that the hourly rates for the Architect's personnel have been increased during the period of suspension as part of the Architect's normal, regularly-scheduled annual rate adjustments for its personnel. If the Architect elects to terminate this Agreement, prior to such termination the Architect shall give ten (10) business days' written notice to the Owner, during which period the Owner may make such payment in order to remedy such failure.

...

§ 9.2 If the Owner suspends the ~~Project, Project~~ Project for a period of more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 9.3 If the Owner suspends the Project for more than ~~90 cumulative days~~ twelve (12) consecutive months for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

...

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and such failure shall have continued for a period of more than ten (10) days after receiving notice of such failure from the party initiating the termination.

...

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Architect shall, upon receipt of such notice, cease all work on the

Project and instruct the Architects and other consultants retained by it to cease all work on the Project. The Owner may suspend or abandon work on all or any part of the Project, including work under this Agreement, with or without cause, effective immediately upon notice to the Architect. A suspension of more than twelve months shall be deemed a termination.

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§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and ~~include~~ consist solely of those expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.

...

§ 9.9 If work is suspended or terminated by Owner, the Architect shall not be entitled to any payment or reimbursement for any service rendered after receipt of actual or constructive written notice of such suspension or termination, nor shall Architect be entitled to recover lost profits on work not performed, special, consequential or similar damages.

...

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, A201-2007, General Conditions of the Contract for Construction.

...

§ 10.3 The Owner and Architect, respectively, bind themselves, their ~~agents, partners,~~ successors, assigns and legal representatives to

...

this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. covenants, agreements and obligations contained in this Agreement. The Architect may not assign its rights or obligations under this Agreement. Owner may assign its rights and obligations hereunder to its Lender, and Architect agrees to enter into an agreement with the Lender pursuant to which, at Lender's request, Architect will complete its services hereunder. Any entity which shall succeed to the rights of the Owner shall be entitled to enforce its rights hereunder. If Architect attempts to make such an assignment without such consent, it shall nevertheless remain legally responsible for all obligations under this Agreement. The parties agree that documents created in connection with the implementation of this Agreement, contains or may contain "confidential commercial information" within the meaning of Section 24-72-204(3)(a)(IV), C.R.S. (which is part of the Colorado Open Records Act). If Owner receives a request for disclosure of the terms and provisions of this Agreement, or documents created in connection with the implementation of this Agreement, pursuant to the Colorado Open Records Act, Owner will not provide the requested information without first notifying Architect of the request so that Architect may seek an appropriate protective order or waive the confidentiality provisions of this Section 10.3. Owner will not oppose any action by Architect to obtain an appropriate protective order or other reliable assurance that the confidentiality provisions of this Section 10.3 will be enforced to the fullest extent permitted by the law.

...

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least ~~14~~ seven (7) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, including

Owner's Lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least ~~14~~seven (7) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

...

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall, however, immediately notify the Owner if the Architect becomes aware of any such material or substance in the Project.

PAGE 25

§ 10.9 The Architect shall, at all times, be an independent contractor and not an employee of the Owner and shall, therefore, be liable for its own debts, obligations, acts and omissions, including the payment of all required taxes on behalf of its employees. None of the Architect's employees shall be deemed employees of the Owner. Neither the Architect nor any of its employees shall in anyway hold itself or themselves out as employees of the Owner. Nothing in this Agreement shall be deemed to create a joint venture between the Owner and the Architect.

...

§ 10.10 The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights.

...

§ 10.11 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

...

§ 10.12 Pursuant to Section 24-91-103.6, C.R.S., Owner hereby states that: (i) the money which has been appropriated by the Board of Education of Lake County School District R1 for the services required of Architect under this Agreement is equal to or in excess of the contract amount; and (ii) no change order or other form of order of directive shall be issued by the Owner requiring additional compensable services to be performed by Architect, which work causes the aggregate amount payable under this Agreement to Architect to exceed the amount appropriated for the original Agreement, unless the Architect is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.). Owner shall reimburse Architect on a periodic basis as provided in this Agreement for all additional directed work performed by Architect until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the Architect has submitted an estimate to Owner of the additional compensable work to be performed. All applicable provisions of Section 24-91-103.6, C.R.S., are incorporated into this Agreement by reference.

...

§ 10.13 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further

stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. **Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Architect or some other entity.** Architect agrees to indemnify and hold Owner harmless from any liability resulting from Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

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§ 10.14 In connection with work to be performed under this Agreement, Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, sexual orientation, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, sexual orientation, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to age, race, color, creed, sex, sexual orientation, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from Architect's failure to comply with all applicable laws or regulations.

...

Lump sum of one million, seven hundred fifty two thousand one hundred dollars (\$1,752,100.00) per proposal provided in Exhibit "A". This fee includes the base proposed fee of \$1,710,100 plus FF&E alternate of \$17,000 plus insurance premium for structural engineer to increase PL insurance of \$25,000.

...

Add alternates provided in Exhibit A

...

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:follows Not Used.:

...

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Bidding or Negotiation Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

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(If applicable, attach an exhibit of hourly billing rates or insert them below.) Provided in Exhibit "YY"

...

- .6 Expense of overtime work requiring higher than regular rates, if authorized in writing in advance by the Owner;

...

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; however it shall not include the premiums for any of the coverages required under Section 2.6 of this Agreement;

...

- .11 Other similar ~~Project related expenditures~~ direct Project-related expenditures which are authorized in advance and in writing by the Owner.

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (%) of the expenses incurred.~~ zero percent (0 %) of the expenses incurred. Reimbursable expenses are not to exceed thirty thousand dollars (\$30,000.00) per proposal in Exhibit "XX".

...

§ 11.10.1 An initial payment of ~~(\$ zero (\$ 0))~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(sixty (60))~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 28

§ 12.1 Any term or provision of this Agreement found to be invalid or unenforceable under any applicable statute or rule of law, including a court of competent jurisdiction, such provision shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect

...

§ 12.2 Annual Appropriation. Financial obligations of the Owner under this Agreement payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Board of Education of Lake County School District R1. If sufficient funds are not made available, this Agreement may be terminated by either party without penalty; provided, however, that in the event of termination of this Agreement pursuant to this section Owner will pay Architect all sums due for services performed prior to the date of termination. The Owner's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

...

§12.2.1 It is anticipated that Architect will engage other professionals to perform portions of its services. Such professionals shall be employed at Architect's sole cost and expense, unless otherwise agreed in writing by the Owner. The Architect shall obtain from each such professional a written acknowledgment of understanding that the Architect is not a "contractor" as defined by section 38-26-101, C.R.S., and a waiver of any claim to entitlement of benefits under a public works bond furnished to the Owner by the Contractor, or subcontractors. All contracts entered into by the Architect with such professionals shall contain a provision acknowledging the terms of this subsection 12.2.1. The Architect shall forward the Owner a signed copy of each such acknowledgment and waiver along with a copy of each such agreement entered into between the Architect and a professional engaged by the Architect to perform a portion of the services.

...

§12.2.2 The Owner and the Architect acknowledge and agree that nothing in this Agreement implies any undertaking by the Architect for the benefit of or which may be enforced by the Contractor, its subcontractors, or the surety of any of them; it being understood that the Architect's obligations are to the Owner. Conversely, in performing such obligations, the Architect may not and shall not increase the burdens and exposure of the Contractor, its subcontractors, or the surety of any of them.

...

§12.2.3

...

§ 12.3 ILLEGAL ALIENS

...

§ 12.3.1 In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 *et. seq.*, Architect certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Contract, and that Architect will participate in the E-Verify Program or the Department Program [as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Contract. Architect further certifies that it will not enter into a contract with a subconsultant who fails to certify to Architect that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

...

§ 12.3.2 Architect has confirmed the employment eligibility of all employees who are newly hired to perform work under this Contract through participation in either the E-Verify Program or the Department Program. Architect shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Contract is being performed.

...

§ 12.3.3 If Architect obtains actual knowledge that a subconsultant performing work under this Contract knowingly employs or contracts with an illegal alien, Architect shall:

1. Notify the subconsultant and the Owner within three days that Architect has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and

1. Terminate the subcontract if within three days of receiving actual notice the subconsultant does not stop employing or contracting with the illegal alien, except that Architect shall not terminate the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

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§ 12.3.4 Architect shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

...

§ 12.3.5 If Architect violates the provisions of this paragraph, the Owner may terminate this Agreement for breach and Architect shall be liable for actual and consequential damages.

...

§ 12.4 The Architect will not issue the final Certificate for Payment and final payment will not be made until the time of final settlement shall be established by the Owner, and approved by the State, and shall thereafter be advertised by two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement as required pursuant to Colo. Rev. Stat. §38-26-107. The Owner shall withhold from all payments to Construction Manager sufficient funds to insure the payment of all claims filed by any person that has furnished labor, materials, sustenance, or other supplies used or consumed by Construction Manager or a subcontractor in or about the performance of the Work, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work whose claim therefore has not been paid by Construction Manager or the subcontractor, all in accordance with the provisions of Colo. Rev. Stat. §38-26-107.

...

§ 12.5 The Architect shall comply with all applicable laws and all applicable Owner policies and procedures, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on Owner grounds. The Architect shall refer to the Owner's Web site for information on the Owner's policies.

...

§ 12.6 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which, when taken together, shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

...

§ 12.7 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on the first page of this Agreement (or as changed by written notice), or by depositing such notice in the United States first class mail, postage fully prepaid, to the person at the address set forth on the first page of this agreement. Any notice given by mail herein provided shall be deemed given when deposited in the United States Mail.

...

Exhibit A includes the following:

...

LCSD WPE RFQ/P for A/E Services including facility master plan, project schedule, project budget, BEST Grant application and clarifications

...

HCM response to RFQ/P for A/E Services

...

BEST Grant Service Provider Contract

...

N/A

PAGE 30

4812-6223-5815, v. 1

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 18:53:25 ET on 11/05/2019 under Order No. 1164844568 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ - 2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

REQUEST FOR QUALIFICATIONS & PROPOSAL (RFQ/P)

FOR PROFESSIONAL SERVICES



Request for Qualifications & Proposal for Professional Services
ARCHITECTURAL & ENGINEERING
For West Park Elementary School Replacement Project
Lake County School District

Mandatory Site Visit 09.11.19 @ 10 AM
Qualifications Due 9.20.19 @ 3 PM

Provided by: DYNAMIC PROGRAM MANAGEMENT



Request for Qualifications & Proposal

A. Invitation & Procurement Schedule

Lake County School District R-1 (Owner) would hereby invite interested firms and/or individuals (Professional Service Providers) to submit a response to this Request for Proposal (RFP) for professional services in support of project West Park Elementary School replacement, located in Leadville, Colorado.

PROPOSAL DUE DATE/DELIVERY REQUIREMENTS- 3:00 p.m. September 23, 2019

Deliver 1 electronic copy via email to procurement@dynamiccpm.co with a cc: to panderson@lakecountyschools.net + 4 Original Copies to:

Mr. Paul Anderson, CFO
328 West 5th Street
Leadville, CO 80461
panderson@lakecountyschools.net

All official communication with Candidates and questions regarding this RFQ/P will be via email to the Owner's Representative, Dynamic Program Management, at procurement@dynamiccpm.co with a cc to panderson@lakecountyschools.net

All Candidate inquiries will be responded to at the same time which will be after the "Clarification Deadline". **Responses to clarification will be made available by email to all Candidates who attended the mandatory site walk.** Mandatory site walk will be held at West Park Elementary School at 10 AM on September 11, 2019. West Park Elementary School is located at 130 W. 12th Street, Leadville CO 80461. Candidates should not rely on any other statements, either written or oral, that alter any specification or other term or condition of the RFQ/P during the open solicitation period. **Candidates should not contact any team members or any individual associated with the Owner or the Colorado Department of Education (CDE) regarding this RFQP or this project.**

PROCUREMENT SCHEDULE

RFQ/P Available	9.5.2019
Mandatory Site Visit, 10 AM, 130 W. 12th St, Leadville	9.11.2019
RFQ/P Clarification Deadline by 12 PM	9.12.2019
RFQ/P Clarification Responses	9.13.2019
RFQ/P Responses due by 3:00 PM	9.20.2019
Interview Invitations sent to Short-Listed Candidates	9.25.2019
Interviews	10.10.2019
Candidates Notified of Selection	10.11.2019
Initial DAG Meeting (no later than)	10.24.2019

Contract Accepted by BOE (in event of successful bond	11.12.2019
Construction Commences	May 2020
Construction Complete	June 2021
Demolition & Site Complete	August 2021

SUBMISSION CHECK LIST

A complete submission includes the following:

1. Cover Letter
2. Firm Information
3. Qualifications
4. Similar Project Experience
5. Project Approach
6. References

Fees are not to be submitted at this time. A short list of candidates will be invited for interviews and fee proposals will be required as part of the interview process.

CONTRACT FORMAT

The contract format for this project will be a modified AIA B132-2009. The short-listed candidates invited for interviews will be provided with the proposed contract for comment prior to interviews.

B. Owner and Project Information

Please refer to the BEST grant application, budget, schedule and master plan Exhibits (<http://www.lakecountyschools.net/rfps/>) for information regarding the Owner and the West Park Elementary replacement project.

The Owner intends to hire, or has already selected, the following professionals for the project team:

Owner’s Representative (Dynamic Program Management)
ALTA Survey – in progress through BEST Grant program
Architect / Engineering
CM/GC
Commissioning Agent
Geotechnical Engineer & CMT
Environmental Consultant
Hazardous Materials Abatement Contractor
FF&E Vendor (Possibly through A/E team)
Moving Company

C. Scope of Work

The A/E Scope of Work will generally consist of the requirements in the AIA B-132-2009 contract and the following:

TRANSPARENCY

All scope of work shall be completed in a collaborative and transparent manner. The Candidate should expect to attend Board of Education, Community and Design Advisory Group (DAG) in evenings outside of normal business hours. The requirements from the BEST Grant program for this project shall be implemented.

PROGRAMMING/CONCEPTUAL DESIGN CONFIRMATION

The Candidate will assist the Owner in the development of a program that meets the needs of the school. The Candidate will develop a basic site plan, building footprint/ floor plan and exterior design concept format. The Candidate shall utilize the Master Plan already developed for this project and prepare schemes for the Owner and DAG to review. The area size of the building may not increase over the BEST grant submission. It is expected most, if not all, DAG meetings will take place in the evenings after normal business hours. The Candidate shall provide an understanding that the options presented can be completed within the Owner's BEST grant budget and other parameters. The delivery method selected for the project is CM/GC. It is expected the A/E firm will have representatives at the CM/GC interviews. The Candidate will plan an informational meeting for the public with the Owner's Representative.

SCHEMATIC DESIGN (SD)

Consisting of SD drawings, outline specifications and other documents illustrating the scale and relationship of Project components. Schematic Design should include the evaluation of systems for the project including the ability of the Owner and their staff to operate and maintain the new facility given the High-Performance Design components. The project program and budget must be within the Owner's BEST Grant submitted program. The Candidate will present SD documents to the DAG and Owner's Executive Committee for review and refinement. The Candidate will plan informational meetings for the public with the Owner's Representative. The Candidate shall coordinate User Group meetings for various stakeholders who will utilize the building on a daily basis to refine the design. SD documents shall be provided to the CM/GC to prepare a construction cost estimate, and the Candidate shall assist the CM/GC in reviewing and verifying the construction cost estimate.

DESIGN DEVELOPMENT (DD)

Consisting of DD drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to site, architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. Continuing review of High-Performance design ideas and operation and maintenance by the Owner.

The Design Development Documents shall be developed in sequence replicating the proposed Bidding Packages. DD documents shall be provided to the CM/GC to update the construction cost estimate, and the Candidate shall assist the CM/GC in reviewing and verifying the construction cost estimate. The project must be within the BEST Grant budget for the project to move into Construction Documents.

The Design Advisory Group may still be meeting through the first half of Design Development. Please refer to project schedule regarding DAG meetings. The Candidate shall coordinate User Group meetings for various stakeholders who will utilize the building daily to refine the design during Design Development. At completion of Design Development, the Candidate shall lead a community meeting to provide a progress update.

CONSTRUCTION DOCUMENTS (CD)

Consisting of CD drawings and specifications setting forth in detail the requirements for the construction of the Project. These shall include a complete set of architectural, civil, site development, structural, mechanical, electrical drawings including low voltage systems and I.T., kitchen design and specifications and any other information necessary for the design of the project.

The Candidate will assist the CM/GC in preparation of a written report summarizing the construction cost estimate through the completion of this phase of work. After working on the construction documents, the Candidate will prepare a presentation of the Final Design for the DAG, Executive Committee and Board of Education and plan an informational meeting for the public with the Owner's Representative.

BIDDING PHASE AND CONSTRUCTION ADMINISTRATION

The Candidate will assist the CM/GC in obtaining bids by rendering interpretations and clarifications of the drawings and specifications in appropriate written form. The Candidate shall assist the Construction Manager in conducting mandatory pre-bidding conferences with all principal bidders.

The Candidate must attend construction meetings weekly and as needed based on the stage of construction and will assist the CM/GC in administration of the project by reviewing and timely return of submittal and shop drawings, providing observation during construction, and providing project documentation in the form of supplemental instructions, requests for information, change orders, etc.

ALTERNATE #1 – CONSTRUCTION COST CONSULTING REVIEW

Candidate shall provide as an alternate in the fee proposal (if short listed) for construction cost estimating review of the CM/GC's milestone estimates at SD and DD by a construction cost estimator. The Cost Consultant will be expected to provide Value Engineering options to the Candidate for presentation to the CM/GC and Owner.

ALTERNATE #2 – FF&E DESIGN, BIDDING AND OVERSIGHT

Candidate shall provide as an alternate in the fee proposal (if short listed) for FF&E design, bidding and oversight of all FF&E for the project. This is in addition to FF&E coordination expected as a base scope of work.

ALTERNATE #3 – PV SOLAR DESIGN

The Owner is looking to pursue a DOLA Renewable Energy Challenge grant. If awarded, a 50kw ground mounted system will need to be designed as part of the building program. Candidate shall provide as an alternate in the fee proposal (if short listed) for this scope of work.

SUBCONSULTANTS

It is expected the Candidate will provide the following subconsultants at a minimum for this project:

Civil Engineering	Kitchen Designer	Fire Protection Design	Lighting Design
Structural Engineering	Landscape Architecture	IT / Low Voltage Design	Construction Cost Consultant Review (Alternate)
MEP Engineering	Irrigation Design	Interior Design	FF&E Design & Coordination (Alternate)
Acoustical Consultant	High Performance Building Consultant	Envelope / Waterproofing/ Roofing Consultant	PV Solar Design (Alternate)

SUSTAINABILITY PROGRAM

At this time, it is expected the project will be targeting LEED Gold, however the Owner desires to review other sustainability programs such as CO-CHPS and Green Globes to understand the best fit for their project. The Owner expects the Design Team to assist in providing information to decide on which program to pursue.

UTILITY COORDINATION

Candidates will be expected to assist in utility coordination with the various utility providers with assistance from the Owner’s Representative. Candidates should be aware there is an existing shallow water main utility that bisects the property. In the event the water main can be relocated in cooperation with the local water utility provider, Parkville Water, the consulting Civil Engineer should expect to coordinate design with the water utility’s engineer for a seamless process.

FF&E

General FF&E coordination with the selected vendor is required as the base scope of work. Alternate #2 is in addition to this base scope.

DESIGN ALTERNATES

At all phases of design, the design team is expected to develop a list and design add alternates for the project for the owner to review and make decisions as to if the alternates will be incorporated into the program. This list will need to be identified early and submitted to the BEST grant program during SD and DD.

LOCAL EXPENSES

Candidate should understand local economic impact is important to the Owner. The Candidate will be expected to track and report to the Owner’s Representative on each pay application a breakout of local expenses for any meals, lodging, subconsultants, gas, etc. made within Lake County School District boundaries for the duration of the project. These expenses are compiled each month and provided to the Board of Education as an estimate of expenses spent within the community as a result of the project.

PROJECT FUNDING

Please note while this project has been awarded a BEST Grant, funding is dependent on a successful bond measure in November of 2019. All costs prior to election day are at

the candidate’s risk and will not be reimbursed in the event of an unsuccessful bond measure.

ADDITIONAL GRANT FUNDING

The Owner may pursue additional grant funding. These grants may include GOCO, DOLA, Colorado Health Foundation, etc. The Candidate will provide drawings and specifications as required to submit to various grant programs.

D. Submittal Requirements

Responses shall respond to each item noted below. Please limit response information to relevant information only.

1. COVER LETTER / LETTER OF INTEREST

2. FIRM INFORMATION

Provide a brief history of the firm including the following information:

- Number of years in business
- Location of office servicing this project and size of staff
- Location of main office, if different, and size of staff
- Location of any proposed associate architect and size of staff
- Information on any claims or lawsuits your firm has had in the past 10 years.
- Confirmation your firm will include all items outlined in the Scope of Work in Section C.

- Indicate if your team meets the following Insurance requirements recommended by the Owner’s carrier (CSDSIP). If not, please provide existing limits for Architect, Civil Engineer, Structural Engineer & MEP Engineer and if there would be a cost increase to meet the following:

General Liability

General Aggregate	\$ 10,000,000
Products/Completed Operations Aggregate	\$ 10,000,000
Each Occurrence Limit	\$ 10,000,000
Personal/Advertising Injury	\$ 10,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

Auto Liability

\$2M* Bodily Injury/Property Damage Each Accident
 Coverage applying to owned, hired and non-owned autos

Professional Liability

Per Loss \$ 5,000,000
 Aggregate \$ 15,000,000

Policy is to be on a primary basis; if other professional coverage is carried.

Workers; Compensation

Per State minimums

3. QUALIFICATIONS OF PROPOSED TEAM

- Provide organizational chart for your proposed team, including subconsultants and, if applicable, associate architects
- Provide roles and responsibilities for each team member
- Provide resumes for all key team members including subconsultants and associate architects
- Please note proposed key team members are expected to be involved throughout the life of the project and may not be changed without written authorization from the Owner
- Given your current and planned workload - in a simple table - provide current availability and commitment to this project for each **architectural** team member proposed as a % of full time (40 hours per week) availability at each stage of design outlined in Section C

A sample table would look similar to the following:

Team Member, Role	Program/ Concept	SD	DD	CD	CA
Jane Doe, Principal-in-Charge	25%	25%	10%	5%	0%
John Doe, Project Architect	30%	50%	50%	50%	25%
Etc.	X%	X%	X%	X%	X%

4. SIMILAR PROJECT EXPERIENCE

- Provide project profiles for up to five similar projects in progress or completed by your firm. Please include the following:
 - o Project Description
 - o Approximate Program Cost
 - o Client Contact Information
 - o General Contractor Contact Information
 - o Information regarding if the project was delivered on time and on budget, and if not, why?
 - o A description of how this project is similar to the West Park Elementary School Replacement project
- The selection committee is interested in reviewing projects in which the proposed key team members have provided services and worked collaboratively together.

5. PROJECT APPROACH

- Provide your team’s design philosophy in approaching pk-12 educational projects.
- Describe how you integrate the Owner and community into the design process.
- How do you integrate flexibility for the future into your design?

- How do you approach challenges such as being over budget, over schedule and ensuring quality of the finished project?
- **Meeting design deliverable milestones is paramount to the success of this project.** Please indicate you have reviewed the provided schedule and provide any proposed changes that could increase the probably of a successful project for the Owner. Provide alternate schedule if necessary.

6. REFERENCES

Provide a comprehensive list of all school projects completed or begun within the past 10 years by your firm with contact information, along with a project description. Identify in the reference list which projects this A/E team has performed collectively. The Owner reserves the right to check additional references beyond those provided in the submittal.

SUBMITTAL SCORING MATRIX

Submittal Section	Points
COVER LETTER	5
FIRM INFORMATION	10
QUALIFICATIONS OF PROPOSED TEAM	25
SIMILAR PROJECT EXPERIENCE	25
PROJECT APPROACH	20
REFERENCES	15
TOTAL	100 POINTS

E. Short List and Interviews

From the scoring results, the selection committee will short list 3-5 firms to invite to an interactive interview. At the time of interviews, initial scoring will be discarded, and all firms will start from equal scoring positions.

The interview format will include an initial Design Review Group (DAG) meeting prepared by the Candidate with the selection committee and then time for Q&A. Fees and contract comments will be submitted in advance of the interviews. Fees will be reviewed for all short-listed firms and will be a portion of the scoring matrix for final selection.

The proposed contract and more detailed interview format information will be provided to the short-listed candidates.

F. Provisions

ACCEPTANCE AND REJECTION

The Owner reserves the right to request additional information which, in the Owner's opinion, is necessary to ensure that the Owner has complete information with regard to the Professional Service Provider's competence, business organization, and financial resources to assist in determining if the Professional Service Provider is qualified.

The Owner reserves the right (a) to terminate the Request for Proposals process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received. The Owner reserves the right to reject any and all proposals in response to this Request for Proposal that are deemed not to be in the Owner's best interests. The Owner further reserves the right to amend this Request for Proposal at any time and will notify all recipients accordingly.

RFQP SUBMISSION INFORMATION

Proposals due at the specified date and time must be received at Owner's location by that date and time to receive consideration. Proposals received after the specified date and time are considered late and are not opened. Owner is not responsible for any late proposals received by mail or any other method of delivery.

The Owner is not responsible for cost incurred in preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted. By submitting a proposal all Candidates agree to the terms and conditions of this RFQ/P and the RFQ/P will become part of the awarded Candidates contract. The Owner and the Owner's legal council will review the agreement and negotiate terms prior to commencement of work. Candidates acknowledge all submissions to this RFQP may be subject to the Colorado Open Records Act (CORA).

Addenda may be issued for this RFQP. All attendees of the mandatory site walk will be emailed any addenda information. It is assumed by the Owner any candidate providing a submission is responsible for receiving and reviewing all information provided by addenda.

INSURANCE

The Professional Service Provider shall provide insurance coverage for the Project which shall not be less than the amounts listed in the contract as set forth in the Request for Qualifications and Proposals; such insurance coverage shall include professional liability, general liability, automobile liability and workers' compensation.

The consultant and their insurance carrier(s) shall agree to a Waiver of Subrogation. At the time of award, consultant shall furnish to Owner a Certificate of Insurance for General Liability naming the Owner and Owner's Representative as additional insured to provide evidence of insurance compliance. Consultant shall also furnish to Owner a Certificate of Insurance for Professional Liability to provide evidence of insurance compliance.

CONTRACT FEES

If the apparent winner's fee exceeds the Owner's budget and if subsequent negotiations with the apparent winner are unsuccessful, the Owner reserves the right to negotiate with the next highest-scoring Candidate.

End - Request for Qualifications & Proposal



September 20, 2019

LAKE COUNTY SCHOOL DISTRICT

West Park Elementary School
Replacement Project

Request for Qualifications & Proposal for
Architectural and Engineering Professional Services

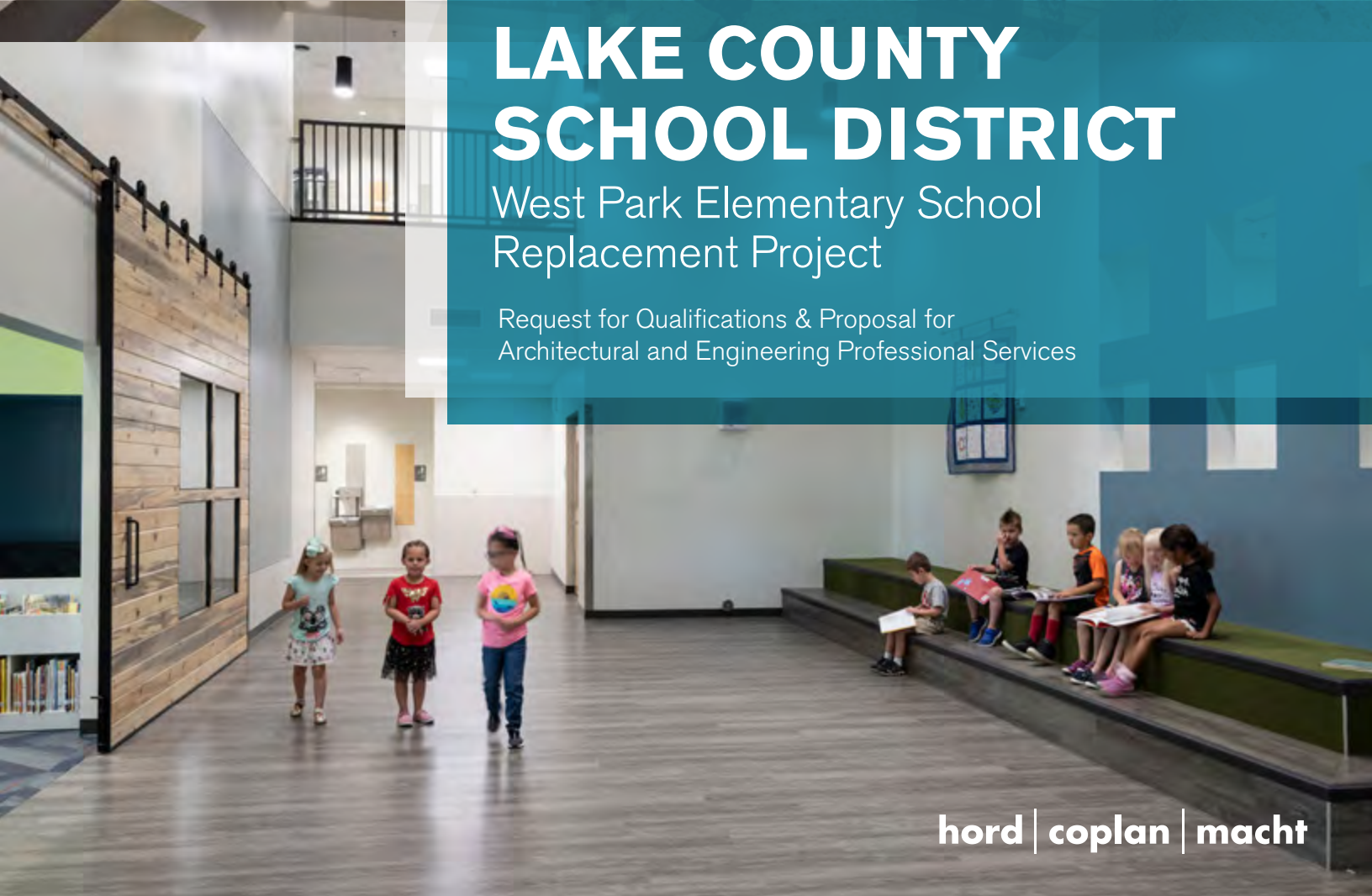






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Project Approach	05
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01
COVER
LETTER



Paul Anderson, CFO
Lake County School District R-1
328 West 5th Street
Leadville, Colorado 80461

RE: Request for Qualifications & Proposal for Professional Services, West Park Elementary School Replacement Project

Dear Mr. Anderson and Committee Members:

Excitement. Nervousness. Awe. Anxiousness. Eagerness. Fear. Curiosity.

You may have experienced all of these emotions over the past few weeks and months, starting from the development of your district wide master plan, to the BEST grant submittal, and now to the decision to ask your voters to support the construction of a new West Park PK-2 Elementary School. These emotions, though, are what your youngest students may feel every day they go to school. These emotions are very real, making a long-lasting impression as the foundation of the memories your students will have of childhood for their entire lives.

At Hord Coplan Macht (HCM), we understand how real and important these emotions are. Our design process begins with a focus on the learner. We are constantly evaluating the size and scale of space, the color and texture of finishes, the site lines from eyes that are only 30" above the floor and we are always striving to create safe nooks and crannies for kids to create their own world to learn and play in.

The Denver office of HCM has been involved in the design of facilities for education for more than 30 years. Our focus is on designing schools that meet the future needs of learners with beautiful and durable buildings. We strive to create high performance learning facilities that minimize the impact on our environment through an inclusive and collaborative process. Schools must be designed to provide safe and healthy environments, to be resource efficient buildings and to facilitate learning for all students. We have successfully designed and constructed over 20 new schools in the past decade.

With over 80 full-time employees, we are ready to work on your project. Our proposed team is composed of key HCM staff that have committed their careers to PK12 projects. Lyn Eller, Design Principal, will lead the development of the design, conveying to you in three dimensions what your new school will look and feel like. As Principal-in-Charge, I, Matt Porta, am ultimately responsible for the overall success and quality of our process and deliverables. Joel Pehrson, your Project Manager, will be the beginning to end point of contact throughout design and construction. Interior Designer Renee Fine will work closely with Lyn to create the warm, welcoming and inspiring feel of the school's interior. Robyn Bartling is the leader of HCM's Landscape Studio and will be the lead landscape architect. The team will be supported by Cesar Madrigal, Job Captain, who will lead the modeling and drawing efforts for the HCM team.

1800 Wazee Street
Suite 450
Denver, Colorado 80202
303.607.0977
www.hcm2.com

DENVER
BALTIMORE
DC METRO

If I could distill our message to into four key takeaways, they are:

- 1 Expertise:** Our team has comprehensive expertise in the planning and design of PK-12 schools. We are a learning organization; each experience has shaped our practice. We utilize those experiences to make every project better than the last.
- 2 Learner-Focused Design:** We do not have a design style or expectation of what your new school should look like. We take great pride in designing our schools through the eyes of your students and to fit within the fabric and context of the community they reside.
- 3 Process that Engages the Community:** We are committed to engaging your staff, teachers and students throughout this project. We know the importance of this project for your current school. Our design process and the personal dedication of our team will keep everyone involved and excited about their new spaces.
- 4 Extensive LEED / CHPS Experience:** We have led the LEED administrative process on many projects as well as the administrative process for the first project certified as a Colorado CHPS Verified Leader.

We look forward to the chance for our team to meet you in person and learn even more about this exciting project. Thank you for giving Hord Coplan Macht the opportunity to work with you.

Sincerely,

Hord Coplan Macht

A handwritten signature in black ink, appearing to read 'Matt Porta', with a long horizontal flourish extending to the right.

Matt Porta, AIA, LEED AP BD+C, CDT
Principal
303.607.0977
mporta@hcm2.com





02
FIRM
INFORMATION



hord | coplan | macht

COUGARS

02 FIRM INFORMATION



HORD COPLAN MACHT

Architecture
Landscape Architecture
Planning
Interior Design
Graphic Design

CONTACT INFORMATION

Matt Porta, Principal
AIA, LEED AP BD+C, CSI
mporta@hcm2.com
303.607.0977
1800 Wazee Street, Suite 450
Denver, Colorado 80202

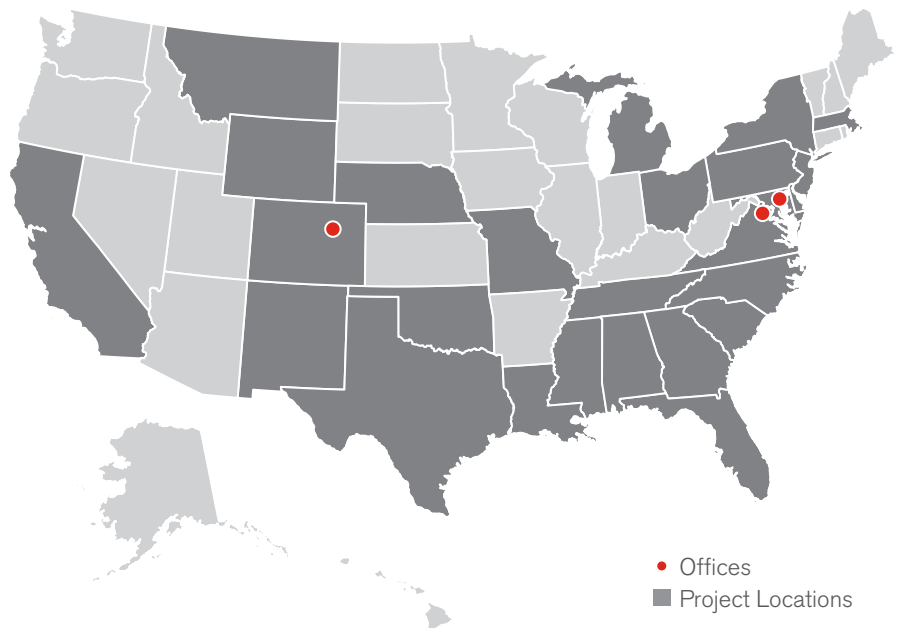
40+
years of experience

300+
staff members

80+
Denver staff members

Who We Are

Hord Coplan Macht is a fully integrated design firm offering architecture, landscape architecture, interior design, graphic design, illustrations and campus planning, with offices in Denver, Baltimore, and the DC Metro area. We combine the goal of creating functional yet inspiring spaces with the principles of innovation, thoughtful design, technical strength, collaboration and financial responsibility to uphold our clients' best interests and deliver high performing environments for the future. We are an award-winning design firm priding ourselves on leading a collaborative programming and design process that results in beautiful, environmentally responsible, user-friendly spaces. Our process is guided by the belief that all successful projects start by listening to, (and hearing), what users and stakeholders really need and desire.



• Offices
■ Project Locations

hord | coplan | macht



Where We Are

Hord Coplan Macht has three offices located across the contiguous United States, with locations in Colorado, Maryland and the DC Metro area.

SERVICING OFFICE LOCATION

**1800 Wazee Street, Suite 450
Denver, Colorado 80202**

Total Staff: 85
Licensed Architects: 41

ADDITIONAL OFFICE LOCATIONS

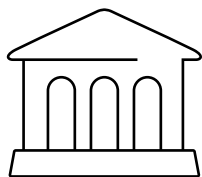
**700 East Pratt Street, Suite 1200
Baltimore, Maryland 21202**

Total Staff: 193
Licensed Architects: 96

**1925 Ballenger Ave, Suite 525
Alexandria, Virginia 22314**

Total Staff: 27
Licensed Architects: 15





Legal Actions

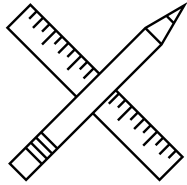
The Denver office of Hord Coplan Macht does not have any material litigation, disciplinary actions or penalties, and/or administrative proceedings currently affecting the firm or involving allegations of violations by the firm and the disposition of such litigation, actions, penalties or proceedings. The following is a complete list of our resolved litigation and arbitration.

ME GROUP. NOTICE OF CLAIM.

Status: settled, 2016

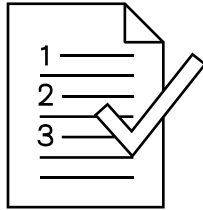
SLATERPAULL Architects (Hord Coplan Macht's Denver location prior to the merger), a subsidiary of Hord Coplan Macht, has had one legal issue in forty-three years of doing business in Colorado. SLATERPAULL Architects worked diligently for twenty months to resolve issues with Centennial School District once mechanical and site drainage issues were identified shortly after the school construction was complete.

SLATERPAULL Architects was unable to resolve the matter with the client. The claim moved to arbitration where the case was settled (2016) with all parties making some contribution to the settlement. Questions should be directed to Tim Schulte at 303.999.0797



Confirmation of Scope of Work

Hord Coplan Macht confirms that if selected, we will include all items outlined in the Scope of Work found in Section C.



Proof of Insurance

The recommended insurance requirements requested by CSDSIP are the highest amounts we have seen. For Hord Coplan Macht, if our umbrella policy counts towards the general liability requirements, then we are able to meet the requirements stated. Our current policy for PL is \$5M/\$5M. To meet the \$5M/\$15M, we have received a ROM from our insurance company of additional cost of \$85,000 per year.

Anderson & Hastings, the proposed civil and structural engineer, would need to increase their umbrella policy by \$7M to get to a \$10M general aggregate, which will have an annual cost approximating \$3,200 per year. They will also need to increase their automobile policy from \$1M to \$2M, the cost of which is not yet known. Their current policy for PL is \$2M/\$2M. To get to \$5M/\$15M, it will require an outside underwriter and is likely to cost at least \$50,000 per year. To get to \$5M/\$5M, it will likely cost \$15,000 per year.

IMEG, the proposed MEP/IT/AV engineer, carries an umbrella policy of \$10M, and is able to meet the general liability requirements (if allowed). IMEG's current policy of PL is \$10M/\$10M. They have received a ROM from their insurance carrier of \$250,000 per year to meet the \$15M aggregate recommendation.





HORDC-1

QP ID: JF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keller Stonebraker Ins. (EC) Ellicott City Office 3456 Ellicott Ctr. Dr. Ste 104 Ellicott City, MD 21043 Michael T. Kohlenstein, CPCU		CONTACT NAME: Janet Faltisch CPCU ARM CIC PHONE (AC, MO, EXT): 410-461-0700 FAX (AC, MO): 410-465-8766 E-MAIL ADDRESS: janet@ksilinc.com	
INSURED Hord Coplan Macht, Inc. 1800 Wazee Street Denver, CO 80202		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Co.	NAIC # 10677
		INSURER B: Hartford Accident & Indemnity	22357
		INSURER C: Selective Insurance Company	19259
		INSURER D: The Travelers	
		INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Deductible GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER		EPP0138635	05/01/2019	05/01/2020	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EBA0473571	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION: 0		EPP0138635	05/01/2019	05/01/2020	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under "DESCRIPTION OF OPERATIONS" below Y/N <input checked="" type="checkbox"/> N N/A		30WEAA2BHH	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Third Party Crime Network Info Secur		B6054562	05/01/2019	05/01/2020	Limit	50,000
			105401601	05/01/2019	05/01/2020	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER INFORON Information Only		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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03
QUALIFICATIONS OF
PROPOSED TEAM



03 QUALIFICATIONS OF PROPOSED TEAM



LAKE COUNTY SCHOOL DISTRICT



MATT PORTA
Principal-in-Charge



LYN ELLER
Design Principal



JOEL PEHRSON
Project Manager



RENEE FINE
Interior Designer / FF&E



ROBYN BARTLING
Landscape Architect

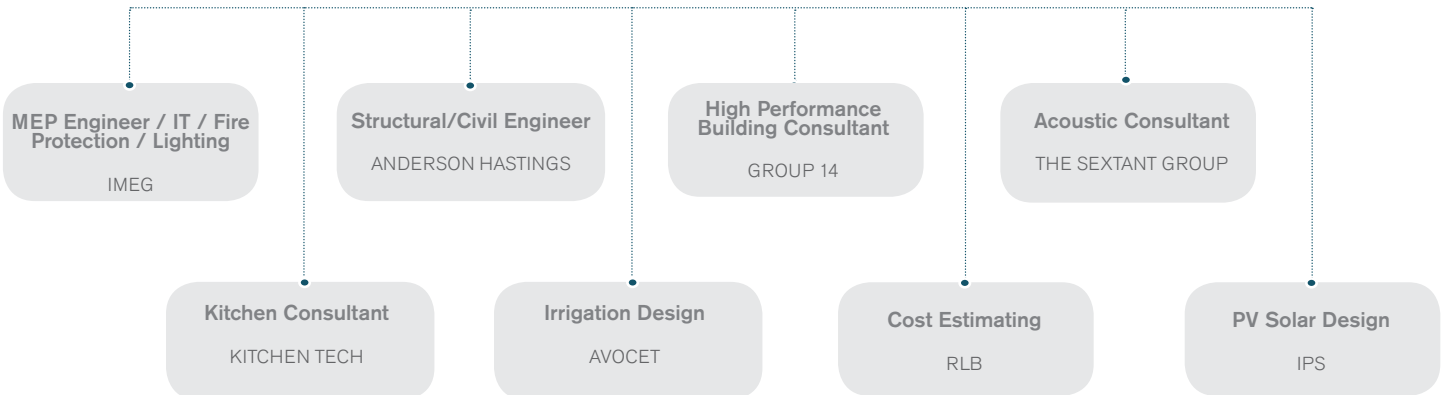


CESAR MADRIGAL
Job Captain



MAX KRUEGER
Sustainability Specialist

CONSULTANTS



NOTE: Interior Design, FF&E Design and Coordination, Landscape Architecture, and Envelope/Waterproofing/Roofing services will all be performed by HCM.



The leadership team we are proposing will provide consistency in the quality of our process and deliverables for your West Park Elementary School Replacement Project.

The team will be led by Matt Porta as Principal-in-Charge, Lyn Eller as Design Principal, and Joel Pehrson as your Project Manager. Cesar Madrigal will be your Job Captain, Renee Fine will be your Interior Designer, Robyn Bartling will be your Landscape Architect and Max Krueger will provide Sustainability Specialist services.

This team has worked together on many projects and has been selected for the Lake County School District project based on experience, expertise and availability.

MATT PORTA

AIA, LEED AP BD+C, CDT
Principal-in-Charge

Matt will be the Principal-in-Charge for this project. He has 22 years of experience planning and designing schools and is a strong communicator. Matt leads our firm's efforts of being a learning organization, striving for continual improvement in everything HCM does and delivers to our clients. He will coordinate the design efforts with the engineering team, and will be in charge of the quality of the documentation of the design.

LYN ELLER

AIA, LEED AP, NCARB
Principal Designer

Lyn will lead the building design process and engage the staff in a collaborative process to provide a design that reflects the needs/wants for the school. Lyn uses 3D modeling software to engage the school in a charrette/design workshop and help the committee to visualize the design. **Lyn is a collaborative designer, and will help you and your community create a unique solution for your project.**

JOEL PEHRSON

AIA, LEED AP, NCARB
Project Manager

Joel has 18 years of experience. As your project manager, Joel will work to establish a detailed work plan and schedule for the project, clearly articulating all of the meetings, milestones, and responsibilities. **Joel will be your designated point of contact for the duration of this project.** The work plans will identify which decisions need to be made and when. He will coordinate the presentations with Matt, Lyn and the Lake County School District Administration.

CESAR MADRIGAL

Associate AIA
Job Captain

Cesar has strong coordination and 3D visualization skills, and will work closely with Joel on your project. He is a native Spanish speaker, and will play a critical role in our outreach and the communication of the project to the community. Cesar, Joel, Matt, and Lyn have experience working as a team, and have completed numerous school projects together.

RENEE FINE

NCIDQ, LEED GA
Interior Designer

As the lead interior designer for this project, Renee will work closely with the team to integrate innovative interior design ideas, as well as confirming that high quality of documentation is completed by the interior design staff. Renee has extensive K-12 experience.

ROBYN BARTLING

PLA, ASLA
Landscape Architect

Robyn's love for the environment and the thrill of watching children enjoy, explore and discover their play spaces are instrumental influences in her design practice. Her design creativity, attention to detail, connection to kids, strong public speaking skills, extensive construction documentation, and construction administration experience provide well rounded experience from initial design through construction.

MAX KRUEGER

LEED AP BD+C, WELL AP, EMIT
Sustainability Specialist

Max is one of our sustainable design specialists. He will offer assistance in providing information about and choosing a sustainability program for this project, and will confirm that the sustainability and efficiency goals set are realized in a high performance building.



MATT PORTA

AIA, LEED AP BD+C, CDT
Principal-in-Charge

22 years of experience

EDUCATION

Bachelor of Architecture (with Honors,
Carnegie Mellon University, 1997

PROFESSIONAL LICENSES

Registered Architect, Colorado 2002,
Wyoming 2010

LEED Accredited Professional 2008

NCARB 2002

PROFESSIONAL ACTIVITIES

Member, AIA, 2002-present

Member, CSI, 2010-present

Matt is one of the principals and owners of the firm. He has dedicated his 22 year career to the design and construction of healthy, sustainable, and beautiful schools for our kids. As your the Principal-in-Charge, he will be a consistent face you will see throughout the entire design and construction process. He will be part of the visioning session, will actively lead the design and documentation process and will lead the design team. He strives with every project to create the perfect set of construction documents that capture all of your goals and dreams in the form of drawings, details and written specifications.

SELECT EXPERIENCE

Cherrelyn Elementary School

Englewood, Colorado

- New 42,000 sf elementary school as a replacement school on the same site
- DAG process

Bishop Elementary School

Englewood, Colorado

- New 45,000 sf elementary school, replacement school on the same site
- DAG process
- Design inspired by neighborhood history and context

Aurora Hills Middle School

Aurora, Colorado

- New 130,000 sf International Baccalaureate Middle School
- Replacement school on same site
- LEED Silver certified

Elbert PK-12 School

Elbert, Colorado

- New 70,000 sf PK-12 School
- Designed with a focus on the community by locating all the community amenities in the heart of the school, which are flanked by two story classroom wings
- LEED silver certification
- Replacement school on same site

Frances Jacobs School

Denver, Colorado

- New 79,000 sf ECE-5 school
- Designed to easily convert to be an ECE-8 school
- LEED Silver certification

Weld 8 Early Childhood Early Education Center and District Administration Building

Fort Lupton, Colorado

- New 20,000 sf centralized district pre-school and school district admin office building
- 6 Early ECE classrooms
- Design to fit on academic campus also containing Ft. Lupton elementary school, historic middle school and high school
- Because the building contained 2 different programs, distinct entries and security were factors in design

Three Creeks PK-8 School

Arvada, Colorado

- New 102,000 SF PK-8 School on 12 Acres
- Designed with 21st Century learning principles
- Designed to fit into Candelas Community
- Assisted with program and educational specification development

Thunder Vista PK-8 School

Broomfield, Colorado

- New 132,000 sf three-story school utilizing a steep grade and celebrating the westward view
- On track to become a CHPS verified school
- DAG process



LYN ELLER

AIA, LEED AP, NCARB
Principal Designer

22 years of experience

EDUCATION

Bachelor of Science in Architecture, The University of Virginia, 1997

Master of Architecture, The University of Michigan, 2001

PROFESSIONAL LICENSES

Registered Architect: Colorado (2007), ARC.00401050 California (2013), Nevada (2005)

NCARB Certified, 2007

LEED Accredited Professional, 2003

PROFESSIONAL ACTIVITIES

Member, AIA, 2005-present

AIA Colorado, Practice & Design Conference Planning Committee, 2012

PROFESSIONAL AWARDS

"Ultimately Sustainable: A Virtual Tour of an Optimal Learning Environment"
USGBC Colorado Green Schools Summit, 2009

As a Principal in the firm, Lyn focuses his efforts on the design and planning of educational facilities and learning spaces. He has spent 19 years practicing school design. At Hord Coplan Macht, he leverages his experience towards improving design quality throughout the firm, leading the firm's Design Fitness Team. As the project designer, he will lead the team in design and will prepare graphics and options for the district to consider. He has extensive experience working as a designer and planner of new schools, renovations and Master Plans. Over the past five years he has designed over 15 new school buildings, and provided master planning services for over 40 school facilities in 10 districts across Colorado.

SELECT EXPERIENCE

Cherrellyn Elementary School

Englewood, Colorado

- New 42,000 sf elementary school as a replacement school on the same site
- DAG process

Frances Jacobs School

Denver, Colorado

- New 79,000 sf ECE-5 school
- Designed to easily convert to be an ECE-8 school
- Pursuing LEED Silver certification

Elbert PK-12 School

Elbert, Colorado

- New 70,000 sf PK-12 School
- Designed with a focus on the community by locating all the community amenities in the heart of the school, which are flanked by two story classroom wings
- LEED Silver certification

Weld 8 Early Childhood Early Education Center and District Administration Building

Fort Lupton, Colorado

- New 20,000 sf centralized district pre-school and school district admin office building
- 6 Early ECE classrooms
- Design to fit on academic campus also containing Ft. Lupton elementary school, historic middle school and high school
- Because the building contained 2 different programs, distinct entries and security were factors in design

Alta Vista Charter School Master Plan, Addition / Renovation, and BEST Grant

Lamar, Colorado

- Role: Principal Designer
- Assessed conditions of facilities to provide programming and master plan services
- BEST grant awarded and assisted in recommended expansion/updates to school

Simla PK-12 School, Big Sandy School District

Simla, Colorado

- New 83,421 sf PK-12 School
- Designed with three academic wings (elementary, middle, and high) with a fourth wing housing all of the Community amenities
- LEED Gold certified

Prairie Heights Middle School

Weld County School District 6 - Evans, Colorado

- New 103,000 sf 6-8 school
- Designed with three academic pods (sixth, seventh, and eighth) with an additional wing housing all of the Community amenities
- Pursuing LEED Gold certified
- On-site photovoltaics offset % of energy use



JOEL PEHRSON

AIA, LEED AP, NCARB
Project Manager

18 years of experience

EDUCATION

Master of Architecture, University of Nebraska- Lincoln, 2001

Bachelor of Science of Architectural Studies, University of Nebraska - Lincoln, 1999

Study Abroad, University of Hanover, Architecture Program, Hanover, Germany, 1999

PROFESSIONAL LICENSES

Registered Architect: Colorado

LEED Accredited Professional 2008

NCARB Certified Professional

PROFESSIONAL ACTIVITIES

Member, AIA, 2015-Present

Program Host, Adams County Experience 9 to 5 Program

Young Architects Awards Gala Entrant and Participant

Joel has 18 years of experience designing functional, sustainable, and beautiful schools for our kids. He has worked at Hord Coplan Macht since 2008. Joel is passionate about enriching the learner and the experience of architecture. He works hard with every project to create a focus on project design, to strengthen the experience of the user and enhance the quality of the educational spaces. Joel has extensive experience working as a project manager on several new schools and renovations in Colorado. He understands the unique challenges that are encountered with educational projects and embraces those challenges as opportunities to design a project with a special character which speaks for the individual school and community.

SELECT EXPERIENCE

The Academy 2 Elementary Charter School *Westminster, Colorado*

- New 38,000 sf PK-2nd School
- 5 classrooms for each grade designed around the 4 seasons (spring, summer, fall and winter)
- Sustainable/educational signage, indoor/ outdoor learning spaces, student gardens on site
- Central group activity "forest" area with reading spaces and clerestory daylighting

Elbert PK-12 School *Elbert, Colorado*

- New 70,000 sf PK-12 School
- Designed with a focus on the community by locating all the community amenities in the heart of the school, which are flanked by two story classroom wings
- Pursuing LEED Gold certification

Strasburg Academy *Strasburg, Colorado*

- Interior renovation of entry, toddler and preschool learning rooms
- Addition of activity area, and before and after care spaces

Genoa-Hugo PK-12 School *Hugo, Colorado*

- 25,000 sf classroom addition and 36,000 renovation of a PK-12 School
- Transformed the image and integrity of a community school
- Pursuing LEED Gold certification

Cherry Hills Village Elementary School Renovation *Cherry Hills Village, Colorado*

Cherry Hills Village, Colorado

- 25,000 sf renovation by transforming the existing Library into four new classrooms, relocating the Library, and energizing several classroom spaces with a facelift
- Library and STEM classroom have been infused with a science and technology design theme, which incorporates geometry, playful colors, vibrant carpets

Butler Elementary School Renovation *Fort Lupton, Colorado*

Fort Lupton, Colorado

- 45,000 sf occupied renovation
- New secure entry vestibule
- Full classroom renovations

Twombly Elementary School Renovation *Ft. Lupton, Colorado*

Ft. Lupton, Colorado

- 81,000 sf occupied renovation
- New secure entry vestibule
- Full classroom renovations
- Expansion/renovation of cafeteria and library with new makerspace



CESAR MADRIGAL

Associate AIA
Job Captain

7 years of experience

EDUCATION

Bachelor of Architecture (B.Arch),
Rensselaer Polytechnic Institute, 2012 –
Cum Laude Honors

Study Abroad, University of Arkansas
Rome Center and Politecnico di Torino,
Rome and Turin, Italy, 2010

Cornell University Summer College,
Architecture Program, Cornell University
2006

PROFESSIONAL ACTIVITIES

'Imagine the Possibilities' Youth Leader-
ship Program with Radian, Inc., Denver,
CO, January 2017

Associate Member, AIA

Cesar specializes in educational projects for both K-12 schools and Higher Education institutions. His role as a job captain is to make sure the client's vision is translated into a meaningful building, starting from the initial concept all the way to coordinating the architectural and consultant drawings through construction. In addition to configuring the building's parts and pieces, Cesar has a strong focus on developing artistic imagery, animations, and immersive virtual walkthroughs of interior and exterior spaces to help visualize the client's project.

SELECT EXPERIENCE

Legacy Peak K-5 Elementary School

Colorado Springs, Colorado

- 60,000 sf K-5 elementary school
- Includes a Home School Academy for students to get additional education in specific areas
- Online learning program for HS students
- 10,500 sf Challenger Program

Bishop Elementary School

Englewood, Colorado

- 42,000 sf replacement elementary school
- 300 student school program

Kenneth Homyak PK-8 School

Dacono, Colorado

- New 45,000 sf PK8 school for growing community
- DAG process

Fort Lupton High School Renovation

Fort Lupton, Colorado

- High school renovation
- Including a new STEM space and Culinary classroom and renovations to existing classrooms

Jefferson Academy, New 7-12 Campus Building Expansion

Broomfield, Colorado

- Classroom, Auditorium and Gymnasium addition to a 7-12 school

Swallows Charter Academy Addition

Fort Lupton, Colorado

- Core knowledge PK-12 charter school
- BEST grant funded project
- 45,000 sf classroom wing includes new classrooms, administrative suite, learning commons and STEM lab
- Learning stair connects first and second floors

Mapleton Explore PK-8 School

Thornton, Colorado

- 60,000 sf replacement school designed around concept of "School as a Ranch" to pay homage to history of site
- Separate PK-2 classroom wing off of community space
- To support expeditionary learning model, outdoor play space incorporates nature play principles



RENEE FINE

NCIDQ, LEED GA
Interior Designer

9 years of experience

EDUCATION

Bachelors of Science Architectural Studies- Interior Design, University of Missouri

Bachelors of Journalism- Strategic Communications, University of Missouri

PROFESSIONAL LICENSES

NCIDQ Certified #30310

ASID

LEED Green Associate

Renee joined the interiors studio in 2013, bringing nearly a decade of interior design experience in higher education, tenant improvement, hospitality, and healthcare. Working in collaboration with the interior design studio, she focuses on all aspects of interior design including programming, space planning, conceptual development, material selection, and construction drawings. Renee's passion for design is demonstrated by creating spaces that are highly functional, efficient, and aesthetically pleasing for the end user. With her sensitivity to sustainability, attention to detail, understanding of architecture, and her drive for beautiful interiors, Renee is able to bring a creative approach to all of her designs.

SELECT EXPERIENCE

Grand View Elementary School

Frederick, Colorado

- New 58,000 SF two-story school
- Includes cafeteria, gymnasium, learning commons, media labs, and a makerspace
- Concept celebrates the merging of new construction and technologies with the history of Colorado industries

Cherrellyn Elementary School

Englewood, Colorado

- New 42,000 sf elementary school as a replacement school on the same site
- DAG process

Bishop Elementary School

Englewood, Colorado

- New 45,000 sf elementary school, replacement school on the same site
- DAG process
- Design inspired by neighborhood history and context

Weld 8 Early Childhood Early Education Center and District Administration Building

Fort Lupton, Colorado

- New 20,000 sf centralized district pre-school and school district admin office building
- Designed to fit within the context of existing Fort Lupton school campus

Thunder Vista PK-8 School

Broomfield, Colorado

- New 132,000 SF three-story school utilizing a steep grade and celebrating the westward view
- On track to become a CHPS verified school

Three Creeks PK-8 School

Arvada, Colorado

- New 102,000 SF PK-8 School on 12 Acres
- Designed with 21st Century learning principles

Butler Elementary School Renovation

Fort Lupton, Colorado

- Interior finish upgrades
- Redesign of administrative offices
- Secure entry vestibule addition

Twombly Elementary School Renovation

Windsor, Colorado

- Interior finish upgrades
- Next-generation classroom design and updates



ROBYN BARTLING

PLA, ASLA
Landscape Architect

19 years of experience

EDUCATION

Colorado State University, Bachelor of Science, Landscape Architecture, 1999

PROFESSIONAL LICENSES

Registered Landscape Architect, Colorado

PROFESSIONAL ACTIVITIES

Member, American Society of Landscape Architects

Member, Women in Design, Denver, CO

Certified Playground Safety Inspector

Sustainable Site Initiative, "Subject Matter Expert"

Colorado State University Alumni Advisory Board

Robyn Bartling has 19 years of experience providing thoughtful design solutions that provide a contextual sense of place. Her love for the environment and the thrill of watching children enjoy, explore and discover their public spaces are instrumental influences in her design practice. Robyn's professional experience has focused on the design of schools, parks, play areas, recreation sites and trails and open spaces. She is known for her excellent collaboration and organizational skills with clients and team members. Her design creativity, attention to detail, strong public speaking skills and extensive construction documentation, and construction administration experience provide well rounded experience from initial design through construction.

SELECT EXPERIENCE

Grand View Elementary School

Frederick, Colorado

- New 58,000 SF two-story school
- Includes cafeteria, gymnasium, learning commons, media labs, and a makerspace
- Concept celebrates the merging of new construction and technologies with the history of Colorado industries

Cherrellyn Elementary School

Englewood, Colorado

- New 42,000 sf elementary school as a replacement school on the same site.
- DAG process.
- School site including entry porch with occupiable stair, traditional and nature play spaces, pedestrian circulation, outdoor classrooms, dining plaza, and school garden.

Bishop Elementary School

Englewood, Colorado

- New 45,000 sf elementary school, replacement school on the same site.
- DAG process.
- Design inspired by neighborhood history and context.

Reunion Elementary School

Brighton, Colorado

- Project Manager for development of new school site.
- Design incorporates significant topography utilized to create "rooms" for play, outdoor classrooms and an engaging landscape

Three Creeks PK-8 School

Arvada, Colorado

- Site design of new PK-8 school
- Building orientation, vehicular and pedestrian circulation, neighborhood connectivity, play area design for preschool, primary and intermediate students, fields, and integrated indoor/outdoor classroom spaces.

Thunder Vista PK-8 School

Broomfield, Colorado

- Lead Designer for development of new school site
- Design incorporates significant topography utilized to create "rooms" for play, outdoor classrooms and an engaging landscape

Rose Stein Elementary School

Jefferson County, Colorado

- Landscape architecture of existing elementary school.
- Improvements to playground, new preschool play area and improved site circulation and drainage.

Bennett Elementary School, Site and Playground Improvements

Bennett, Colorado

- Project manager and designer for master planning of an existing school site
- Provided design alternatives in working with the school community and grant application review for this rural school
- Design incorporates a more integrated site design between the existing community ball fields and the school site



MAX KRUEGER

LEED AP BD+C, WELL AP, EMIT
Sustainability Specialist

3 years of experience

EDUCATION

Bachelor of Arts, Environmental Science,
Minor in International Studies, University
of Denver, 2016

Study Abroad, Mahidol University,
Bangkok, Thailand

PROFESSIONAL LICENSES

Energy Manager In-Training (EMIT),
Association of Energy Engineers

LEED Accredited Professional

WELL Accredited Professional

PROFESSIONAL ACTIVITIES

Colorado Association of School District
Energy Managers, Executive Board,
Secretary (2017)

Green Schools Alliance District
Collaborative Executive Committee (2017)

As one of Hord Coplan Macht's in-house sustainability specialists, Max finds opportunities for optimization not only in terms of energy and water performance but also in terms of site, materials and systems selection for indoor environmental quality to create the healthiest buildings possible. He will manage third party sustainability rating system certifications.

SELECT EXPERIENCE

Elbert PK12 School

Elbert, Colorado

- LEED Gold

Cherrelyn Elementary School

Englewood, Colorado

- Utility Rebate Program

Genoa-Hugo P12 School

Hugo, Colorado

- LEED Certified

Explore PK-8 School

Thornton, Colorado

- Utility Rebate Program

Swallows Charter School

Pueblo West, Colorado

- LEED registered, targeting Gold

Mrachek Middle School

Aurora, Colorado

- LEED registered, targeting Gold

Prairie Heights Middle School

Evans, Colorado

- LEED Gold

Aurora Hills Middle School

Aurora, Colorado

- LEED Silver

New Vision Charter School

Loveland, Colorado

- Utility Rebate Program

Jefferson Academy

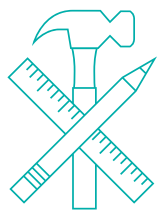
Broomfield, Colorado

- Utility Rebate Program

Hord Coplan Macht Denver Office

Denver, Colorado

- WELL Building Standard™ Registered



The proposed consultant team for the West Park Elementary Replacement Project is a group of professionals with strong credentials and experience.

We have carefully vetted each company, and have worked specifically with these firms on several K-12 projects.

Our team includes:

IMEG (MKK)

MEP Engineering, IT, Fire Protection Design & Lighting Design

As a leader in the engineering design and consulting business, MKK has specialized in MEP/FP, architectural lighting, commissioning, energy modeling, security and sustainable design for more than 60 years. In 2018, MKK merged with IMEG Corp. – one of the largest design consulting firms in the U.S. Through this merger, MKK (now IMEG) offers expanded, full-service engineering resources with a national network of experts from various fields to assist in the design process with their project partners.

IMEG's strength is their willingness to collaborate and reach beyond the status quo, challenging themselves to be thought leaders and innovators in the A/E/C industry. Dedication to their clients and a passion for preserving the environment are reflected in their mission, vision, and values.

ANDERSON & HASTINGS

Structural & Civil Engineering

Founded in 1968, Anderson & Hastings Consultants, Inc. are structural and civil engineers that provide the ideal combination of experience, innovation and technical expertise to a diverse, nationwide clientele. Providing efficient designs that minimize waste has always been our objective, and with a Principal guiding every project from initiation to completion, their commitment to quality is second to none. As LEED® accredited professionals, they continue this philosophy by embracing the industry-wide movement of the U.S. Green Building Council. The firm has enjoyed an extremely small turnover rate and consequently has maintained a continuity of staff on all design projects. A&H has worked with HCM for over 45 years and hundreds of projects, scopes that included coordination with utility providers and utility extensions and relocations.

GROUP 14

High Performance Building Consultant

Group 14 has worked with multiple school districts around the state and has industry recognized expertise in designing and implementing energy efficiency programs that consider and optimize occupant knowledge, comfort, and health while nudging human behavior in a way that reduces utility consumption and creates a culture of sustainability. Their team has industry-recognized expertise in designing and implementing programs that considers and optimizes occupants' comfort, wellbeing, access to amenities, and behaviors.



West Park Elementary School Replacement Project

THE SEXTANT GROUP

Acoustic Consultant

The Sextant Group supports architects, owners and facilities planners by providing architectural acoustics, environmental noise & vibration control, audiovisual, broadcast systems design, voice/data/video telecommunications networking, healthcare technology, and electronic security systems design. The Sextant Group works with architects, engineers, and building owners to develop practical acoustical solutions which complement a project's functional, aesthetic, and budgetary goals. These solutions are developed using state-of-the art test equipment and modeling software and are presented in a clear and concise manner.

KITCHEN TECH

Kitchen Design

For over 37 years, Kitchen Tech's core values have been deeply rooted in providing each client with highly personalized service. This means taking the time to truly listen to their client's unique needs in order to create functional designs which incorporate new ways to save money, energy and labor, while increasing productivity and efficiency in the kitchen. Over the years Kitchen Tech has become a leader in food service design, yet retained the ability to evolve with the ever changing foodservice design landscape.

AVOCET IRRIGATION DESIGN

Irrigation Design

Founded in 2005, the Denver-based Avocet Irrigation Design has designed numerous school irrigation systems for Denver Public Schools, Jefferson County School District, Englewood School District, Douglas County School District, Bayfield School District, Boulder Valley School District, Adams County 12 Star Schools, Mapleton School District, Aurora Public Schools, and Laramie County School Districts 1 & 2.

RIDER LEVETT BUCKNALL (RLB)

Construction Cost Consultant (Alternate #1)

Rider Levett Bucknall (RLB) is a leading professional construction consulting firm providing independent, expert advice and management for all aspects of feasibility, cost, and time of construction projects. Their core services - cost management, project management, and advisory services - reflect a deep-seeded commitment to delivering superior customer service and market-focused solutions, helping projects and clients succeed.

RLB's achievements stretch across the globe with a heritage spanning over two centuries. With 21 offices in North America and over 120 internationally, they have worked in every market and sector in the construction industry. Their clients have rapid access to the latest industry intelligence and innovations, which serve to enhance value and mitigate risk. At every stage of the project, they use a disciplined and methodical approach towards cost control/estimating.

INDEPENDENT POWER SYSTEMS (IPS)

PV Solar Design (Alternate #3)

Independent Power Systems, Inc. (IPS) has provided national and international consulting along with numerous successful design-build contracts including the first and largest mixed-use net-zero energy building in the United States, Boulder Commons in Boulder Colorado. This project illustrates IPS's ability to take off-the-shelf solutions and design a high-quality PV systems of varying degrees of complexity, placing high importance on long term O&M costs, aesthetics and aligned design thinking for your project goals.



ERIC J. STOERGER, PE

IMEG (MKK)

Associate Principal / Project Executive

Eric is a Project Executive focused on Education projects in the Rocky Mountain region. He is a licensed Professional Engineer, experienced in mechanical engineering designs for higher education and K-12 school facilities. Remaining active throughout the entire design process as a project manager, Eric creates and executes project work plans and revises as appropriate to meet the changing needs and requirements of the client and is has experience working under a variety of project delivery methods.

SELECT EXPERIENCE

Thunder Vista PK-8 School / *Broomfield, Colorado*

Edna and John W. Mosley P-8 School / *Aurora, Colorado*

Aurora Public Schools P-8 at Harmony / *Aurora, Colorado*

Mracheck Middle School / *Aurora, Colorado*

Creekside Elementary School / *Boulder, Colorado*

Compositive Acadmey PK-5 / *Aurora, Colorado*

Vista Charter School / *Montrose, Colorado*

Basalt Elementary School / *Basalt, Colorado*

Riverview PK-8 School / *Glenwood Springs, Colorado*

Longfellow Elementary School / *Salida, Colorado*

Grand View Elementary School / *Windsor, Colorado*

EDUCATION

Bachelor of Science, Mechanical Engineering, Pennsylvania State University, 1999

REGISTRATION

Professional Engineer (Colorado)

PROFESSIONAL AFFILIATION

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)



WALKER JONES, PE, CGD

IMEG (MKK)

Senior Mechanical Engineer

Walker joined IMEG in 2014 as a Mechanical Engineer. He has extensive project management skills, and has been managing projects for over a decade. Walker has experience with the design of multiple sustainable energy efficient HVAC and plumbing systems. As a Certified GeoExchange Designer, Walker has a high level of experience in the practice of geothermal heat pump design. He has performed numerous projects utilizing these skills involving the design of LEED Platinum facilities.

SELECT EXPERIENCE

High Plains K-8 School / *Loveland, Colorado*

Thunder Vista PK-8 School / *Broomfield, Colorado*

Poudre School District Middle School and High School #1 / *Wellington, Colorado*

Poudre School District Middle School and High School #2 / *Fort Collins, Colorado*

Kinard Junior High School / *Fort Collins, Colorado**

Casey Middle School / *Boulder, Colorado**

Digital Globe Campus / *Westminster, Colorado*

Denver Water Campus Headquarters Development / *Denver, Colorado*

Aspen Health Club and Townhomes / *Aspen, Colorado*

EDUCATION

Bachelor of Science in Mechanical Engineering, University of Nebraska, 2003

REGISTRATIONS

Professional Engineer (Colorado)

Certified GeoExchange Designer (CGD)

PROFESSIONAL AFFILIATIONS

American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)

**Work Completed with a Previous Firm*



CLINT LAFERRIERE, PE, LEED AP

IMEG (MKK)

Electrical Lead / Senior Associate

Clint's responsibilities include engineering and design of lighting, power, and special systems. He has designed power distribution, general and specialty lighting, power generation, grounding and lightning protection, PA and intercom systems, security systems, fire alarm and emergency mass notification systems, and telephone and data systems. His experience includes residential, hospitality, healthcare, education, and commercial buildings, varying in size from small remodels to large additions and new construction.

SELECT EXPERIENCE

Central Elementary School / Helena, Montana

Elder Grove Middle School / Billings, Montana

Elysian K-8 Elementary School / Billings, Montana

Big Horn Elementary School / Big Horn, Wyoming

Lovell Elementary / Lovell, Wyoming

Richey Elementary School Remodel / Richey, Montana

Prairie Wind Elementary School / Gillette, Wyoming

Hillcrest Elementary School / Gillette, Wyoming

Lakeview Elementary School / Gillette, Wyoming

Big Horn High School Campus / Big Horn, Wyoming

Toungue River High School / Dayton, Wyoming

EDUCATION

Bachelor of Science, Electrical Engineering, Montana State University, 2006

REGISTRATIONS

Professional Engineer (Montana)

LEED Accredited Professional



ADAM JUNE

IMEG (MKK)

Senior Technology Designer

Adam specializes in fire alarm, CCTV, IP access control, intrusion, and other low voltage systems design. He has extensive technical experience in both Analog and IP solutions. His experience includes education, public-bid government projects and private sector design-build systems. Adam's experience as a project manager of low voltage and telecommunication system installations start to finish, including customer training, gives him the perspective necessary to design with a holistic approach centered on the needs of the end user.

SELECT EXPERIENCE

Bethel School District / Spanaway, Washington

Federal Way School District / Federal Way, Washington

Franklin Pierce School District / Spanaway, Washington

Lake Washington School District / Redmond, Washington

Ocasta School District / Westport, Washington

Olympia School District / Olympia, Washington

Puyallup School District / Puyallup, Washington

Tahoma School District / Covington, Washington

Tacoma School District / Tacoma, Washington

South Kitsap School District / Poulsbo, Washington

Sumner School District / Sumner, Washington

EDUCATION

Technical Degree in Electronics Certification through US Navy, 1986

CERTIFICATIONS

Convergent Technology Systems

PELCO Digital Sentry Certification

PELCO Digital Sentry - Microsoft for DS

PELCO Endura 2.0 System Technician

Fluidmesh Levels 1, 2 & 3

Sieman Cabling System Copper/Fiber Installation



STANLEY LEWIS, PE

ANDERSON & HASTINGS

Structural Project Manager

Stan joined Anderson & Hastings in 1979 and became a principal in 2000. His broad background includes knowledge in structural design, management, building construction, and renovation. He is experienced in the preparation of construction documents and specifications for new facilities, additions, and renovations for a variety of uses and types of structures. Stan provides structural engineering services for architects, corporate clients and contractors. His services include new buildings, additions, renovations, floor load studies, mechanical equipment retrofit installations, and repairs.

SELECT EXPERIENCE

Three Creeks K-8 School / Arvada, Colorado

Dunstan Middle School Addition / Lakewood, Colorado

Valor Christian School Academics Building / Highlands Ranch, Colorado

Valor Christian School Center for Culture and Influence / Highlands Ranch, Colorado

Cheyenne Mountain High School Academic Arts and Pool Additions / Colorado Springs, Colorado

Denver South High School Renovation / Denver, Colorado

Denver East High School Renovation / Denver, Colorado

New Vision Charter School / Loveland, Colorado

Peak to Peak Charter School Library and Classroom Building / Lafayette, Colorado

EDUCATION

Bachelor of Science in Architectural Engineering, Kansas State University
1975

PROFESSIONAL LICENSES

Professional Engineer, Colorado

LEED® Accredited Professional

Professional member of the Structural Engineers Association of Colorado

American Society of Civil Engineers

American Concrete Institute (Rocky Mountain Chapter)

Construction Specifications Institute

American Institute of Steel Construction



CURTIS MORSE, EIT

ANDERSON & HASTINGS

Structural Project Engineer

Curtis joined Anderson & Hastings in 2013. His background includes new construction, renovations, additions & repairs. He is responsible for structural design, project coordination with other disciplines, producing construction drawings and construction administration. His experience includes structural design for new schools, as well as school additions & renovations.

SELECT EXPERIENCE

Three Creeks K-8 School / Arvada, Colorado

Dunstan Middle School Addition / Lakewood, Colorado

Ken Caryl Middle School Addition / Littleton, Colorado

Valor Christian School Center for Culture and Influence / Highlands Ranch, Colorado

Yeshiva Tora Chaim – Renovation & Dormitory Addition / Denver, Colorado

Arvada High School Addition / Arvada, Colorado

Denver Public Schools - Denver Tennis Park / Denver, Colorado

Montessori Academy of Colorado / Denver, Colorado

Wichita State University, Shocker Hall / Wichita, Kansas

EDUCATION

Bachelor of Science in Engineering, emphasis in Civil, Colorado School of Mines, 2013

PROFESSIONAL LICENSES

Associate Member of the Structural Engineers Association of Colorado (SEAC)

Engineer in Training, EIT CO



JAMES HASTINGS, PE, PLS, LEED AP

ANDERSON & HASTINGS

Civil Project Manager

James joined Anderson & Hastings in 1980 and became our President in 2008. He is our lead Civil Engineering Principal and is responsible for project management, civil engineering, scheduling and overall quality control. His experience includes topographic and boundary surveys for Anderson & Hastings Land Development, Drainage and Utility Projects. His site development experience includes: roadway design, utility (gas/water/fiber optic) design and coordination, storm drainage analysis and design, storm water quality management plans, and sanitary sewer system analysis and design.

SELECT EXPERIENCE

K-8 STEM Magnet School / Northglenn, Colorado

Westlake and STEM Launch Middle School Site Improvements / Northglenn, Colorado

STEM Academy Site Access & Playfields / Highlands Ranch, Colorado

Ken Caryl Middle School Addition / Littleton, Colorado

Colorado Finest Alternative High School Renovation and Addition / Englewood, Colorado

Revere High School Renovation and Addition / Ovid, Colorado

EDUCATION

Bachelor of Science in Civil Engineering,
University of Colorado, 1980

PROFESSIONAL LICENSES

Professional Engineer, CO/KS/NE/MT

Prof. Land Surveyor, CO

Professional member of the American
Water Works Association

American Society of Civil Engineers

Chi Epsilon National Civil Engineering
Honor Society and the American Council
of Engineering Companies (Past Board
Member)

LEED® Accredited Professional



CHARLES BECK

ANDERSON & HASTINGS

Civil Project Engineer

Charles joined Anderson & Hastings in 2005. He is an experienced Site Development Engineer and is responsible for the civil engineering design and permitting for our site development projects. His primary expertise is site drainage and the completion of Drainage Studies and Storm Water Management Plans for permit issues. Charles' site development experience includes: roadway design, utility (gas/water/fiber optic) design and coordination, storm drainage analysis and design, storm water quality management plans, and permitting.

SELECT EXPERIENCE

Three Creeks K-8 School / Arvada, Colorado

Dunstan Middle School Addition / Lakewood, Colorado

Ken Caryl Middle School Addition / Littleton, Colorado

Colorado Finest Alternative High School Renovation and Addition / Englewood, Colorado

Revere High School Renovation and Addition / Ovid, Colorado

Green Mountain High School / Lakewood, Colorado

Columbine High School Addition / Littleton, Colorado

Bell Middle School Addition / Golden, Colorado

Creighton Middle School Addition / Lakewood, Colorado

EDUCATION

Bachelor of Science in Civil Engineering,
Colorado State University 2004



ANNA MCCULLOUGH, PE, LEED AP

GROUP 14
Building Energy Engineer

Anna McCullough has over five years of experience in energy, and has a strong background in HVAC and mechanical design which she relies on heavily in her work with Group14. Anna is a project manager and works directly with our clients to identify the most cost-effective energy efficiency strategies to meeting IECC, maximize rebates through Xcel's Energy Design Assistance Program, and comply with the Green Roof Ordinance. She is experienced in multiple building analysis software including OpenStudio. Her design experience is in a wide range of building types including offices,

SELECT EXPERIENCE

Southeast Elementary School / Loveland, Colorado

Buena Vista SD R-31 / Buena Vista, Colorado

Del Norte K-12 / Del Norte, Colorado

Delta Middle School / Delta, Colorado

Mancos RE K-12 / Mancos, Colorado

Mapleton Adventure Elementary School / Denver, Colorado

Mapleton Global 4-8 / Denver, Colorado

Kent Denver Middle School / Englewood, Colorado

Kent Denver Upper School / Englewood, Colorado

**Work Completed with a Previous Firm*

EDUCATION

Bachelor of Science, Mechanical Engineering, University of Virginia, 2011

PROFESSIONAL LICENSES

Professional Engineer (PE): Colorado
U.S. Green Building Council LEED AP



KELLY STUMPF, PMP

THE SEXTANT GROUP
Senior Acoustics Consultant

Kelly is an award-winning project consultant: Engineering New Record recently honored her for accomplishments in project management, strategic process and business development with a Mountain Region Top 20 Under 40 award. While it may be hard to believe she's already done well over 200 projects spanning Higher Education, Healthcare, Corporate, Civic, Museums, Hospitality, Broadcast, Performing Arts and Theatres across 16 countries, it's easy to understand how her appreciation of client priorities -- and attentive follow-through -- makes her a sought-after consultant.

SELECT EXPERIENCE

Thunder Vista P-8 Grade School / Broomfield, Colorado

JeffCo School District, New K-8 School / Arvada, Colorado

Denver Academy Elementary School Renovation / Denver, Colorado

Dawson School, Dining Commons and Innovation Center / Boulder, Colorado

Cherry Creek Charter Academy, Gymnasium Addition / Englewood, Colorado

Stargate Charter School, Performance Addition / Thornton, Colorado

Chinook Trail New Middle School / Colorado Springs, Colorado

Wiggins High School Auditorium / Wiggins, Colorado

Colorado School for the Deaf and the Blind / Colorado Springs, Colorado

EDUCATION

Master of Business Administration, Project Management, Regis University, 2012

Bachelor of Science in Engineering, Acoustics, University of Hartford, 2003

PROFESSIONAL ACTIVITIES

PMP - Project Management Professional (PMP)

Building and Industry Consulting Services International (BICSI), member

Acoustical Society of America (ASA)

Colorado Association for Healthcare Engineers and Directors (CAHED)

Project Management Institute (PMI)

West Park Elementary School Replacement Project



BRIAN JOHNSON

KITCHEN TECH
Senior Director of Design

Brian has over 29 years' of experience in commercial foodservice design and consulting. His designs cover the spectrum, from small warming kitchens to full production kitchens and bakeries serving over 1500 people per day. He has successfully designed kitchens and serveries ranging from the traditional cafeteria style, to increasingly popular multi point self-service and "grab and go" service. Integrating tried and true design practices while developing creative new ideas any other necessary support and assistance with the technology management requirements. and concepts, produces truly functional and enduring kitchen designs.

SELECT EXPERIENCE

Stargate Academy Primary School / Thornton, Colorado

Genoa Hugo School K-12 / Hugo, Colorado

Elbert County School K-12 / Elbert, Colorado

Big Sandy K-12 School / Simla, Colorado

Big Horn 4 Schools / Basin, Wyoming

Summit Middle School / Boulder, Colorado

Prairie Heights Middle School / Weld County School District

High Plains School / Loveland, Colorado

Valor Center for Culture and Influence / Highlands Ranch, Colorado

Dunkirk Elementary / Denver, Colorado

Hanna Elementary School / Hanna, Wyoming

EDUCATION

Bachelor of Science in Civil Engineering,
 University of Colorado, 1980

PROFESSIONAL LICENSES

Professional Engineer, CO/KS/NE/MT

Prof. Land Surveyor, CO

Professional member of the American
 Water Works Association

American Society of Civil Engineers

Chi Epsilon National Civil Engineering
 Honor Society and the American Council
 of Engineering Companies (Past Board
 Member)

LEED® Accredited Professional



DAVID ZICKERMAN, CDI

AVOCET IRRIGATION DESIGN
Owner / Certified Irrigation Designer

In 1992 Mr. Zickerman co-founded a Denver-based irrigation design and consulting business. Hundreds of successful projects have been personally designed by Mr. Zickerman, including renovation/rehabilitation projects for private property owners and such cities as Denver, Westminster, Broomfield, Lone Tree, Lakewood, Arvada, Thornton, Highlands Ranch and Commerce City. Avocet Irrigation Design has designed numerous park facilities for the Cities of Boulder, Denver, Erie, Northglenn, Longmont, Thornton, Lakewood, Highlands Ranch, Prospect Valley Metropolitan District, Golden and Commerce City.

Avocet Irrigation Design developed the irrigation system design for the Woodlands medians and Founders Village Round-Abouts for the Town of Castle Rock

Mr. Zickerman is a registered Certified Irrigation Designer – Commercial as through the Irrigation Association. In addition, Mr. Zickerman is an EPA Water Sense Partner. As founder of Avocet Irrigation Design, Mr. Zickerman's diverse experience allows him to apply his twenty-nine years of acquired knowledge to your specific project.

EDUCATION

Bachelor of Arts in Landscape
 Architecture, Colorado State University

PROFESSIONAL LICENSES

Certified Irrigation Designer - Commercial
 (CDI)

EPA Water Sense Partner



PETER KNOWLES, FRICS, AAIQS, AACEI

RIDER LEVETT BUCKNALL (RLB)

Executive Vice President

Peter Knowles, FRICS, is a degreed Quantity Surveyor and has been with Rider Levett Bucknall since 1987. As a recognized expert in the field of construction cost management, Peter assists in the control of the cost and time aspects of construction projects. Peter will be responsible for the overall quality of our deliverables and will ensure that RLB is meeting the deadlines, requirements and specifications put forth by the District and design team. He has experience working on new build, renovation, and addition projects for K-12 education campuses in the last five years.

SELECT EXPERIENCE

Lake County High School Renovation & Addition / Leadville, Colorado

Samsonite Improvements / Denver, Colorado

KIPP Sunshine Peak Academy / Denver, Colorado

Garden Place Academy Facility Assessment / Denver, Colorado

Cost Consultant Services On-Call / Denver, Colorado

Cherry Creek High School Renovation & Addition / Greenwood Village, Colorado

Bridges High School / Glenwood Springs, Colorado

North Mor Elementary School Renovations / Northglenn, Colorado

Stukey Elementary School Renovations / Northglenn, Colorado

Westview Elementary School Renovations / Northglenn, Colorado

EDUCATION

Bachelor of Science in Quantity Surveying,
London South Bank University, London,
United Kingdom

PROFESSIONAL LICENSES

Fellow, Royal Institution of Chartered
Surveyors (FRICS)

Associate, Australian Institute of Quantity
Surveyors (AAIQS)

Member, Associate for the Advancement
of Cost Engineering International (AACEI)



CHRIS MCCARTHY, AACEI

RIDER LEVETT BUCKNALL (RLB)

Associate Principal

Chris McCarthy is an Associate Principal for Rider Levett Bucknall with extensive project experience in higher education. Joining RLB in 2004, he has experience on an extensive range of project types giving him the knowledge required for projects of all size and complexity. His experience includes providing cost management services for many elementary, middle, and high schools in various locations across the United States. He is familiar with construction project costing for K-12 facilities and will utilize his knowledge to provide cost estimating services on the project.

SELECT EXPERIENCE

Lake County High School Renovation & Addition / Leadville, Colorado

Hackberry Hill Elementary School Renovation & Addition / Arvada, Colorado

Heritage High School Renovation & Addition / Littleton, Colorado

Ignacio Middle School / Ignacio, Colorado

Montebello Village Place K-8 School / Denver, Colorado

Pinedale Elementary School / Pinedale, Wyoming

Summit Middle School Renovations & Additions / Frisco, Colorado

Summit High School Renovations & Additions / Frisco, Colorado

Westminster High School / Westminster, Colorado

UCAR Childcare Learning Center, ADA Upgrades / Boulder, Colorado

EDUCATION

Bachelor of Science in Construction
Management, University of Memphis,
Tennessee

PROFESSIONAL LICENSES

Member, Association for the Advancement
of Cost Engineering International (AACEI)

**TONY BONIFACE, PE**

INDEPENDENT POWER SYSTEMS

Lead Electrical Engineer

Owner and CEO of Independent Power Systems, a renewable energy design-build company he founded in 1996, Tony holds a BSEE from the University of Massachusetts and is a Colorado licensed Professional Engineer and Master Electrician who assists in the design and provides certified engineer stamps for commercial projects. With over 25 years of experience, Tony has designed and implemented well over a thousand grid-tied solar systems, hundreds of off-grid solar and wind systems, dozens of grid-tied wind systems, solar and battery backup systems, and generator backup systems.

Tony has personally installed a number of national and international solar, wind, and energy storage projects as large as 2 MW in Death Valley, CA in 2018, and has been awarded a patent for the Power Tower - a winch-operated, tilt-down tower that supports both a wind turbine and a solar array.

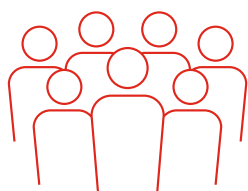
EDUCATION

Bachelor of Science in Electrical Engineering, University of Massachusetts

PROFESSIONAL REGISTRATION

Colorado Licensed Professional Engineer (Electrical)

Colorado Licensed Master Electrician



Architectural Team Commitment To Project

Hord Coplan Macht is committed to the Lake County School District West Park Elementary School Replacement Project. As such, the proposed key team members contained within this proposal will be involved throughout the life of this project, and will not be changed without written authorization from the owner.

Below is a workload chart detailing each team member’s planned time commitment to this project, by phase, as a percentage of full time.

TEAM MEMBER	PROJECT ROLE	TIME COMMITMENT BY PHASE					
		PROGRAM / CONCEPT	SD	DD	CD	CA	CLOSE OUT
Matt Porta	Principal-in-Charge	36%	36%	30%	24%	5%	5%
Lyn Eller	Design Principal	48%	48%	24%	16%	----	----
Joel Pehrson	Project Manager	36%	48%	64%	64%	30%	30%
Renee Fine	Interior Designer	24%	24%	50%	50%	8%	35%
Cesar Madrigal	Job Captain	24%	24%	60%	80%	7%	7%
Seton Lowe	Designer	----	24%	72%	80%	----	----
Christine Poppe	Architect	----	----	60%	80%	----	----
Tasha Mountjoy	Interior Designer	----	----	30%	64%	3%	----
Max Krueger	Sustainability Specialist	----	12%	7%	7%	7%	7%
Angela Schmitz	Graphic Designer	----	12%	16%	18%	2%	----
Mike Bensky	Specification Writer / QC	----	10%	24%	24%	----	----
Janice Curley	Specification Coordinator	----	----	16%	28%	----	----
Scott Erstad	Architectural Visualization	----	18%	12%	12%	----	----







04

SIMILAR PROJECT
EXPERIENCE

04 SIMILAR PROJECT EXPERIENCE

Our team brings an extensive portfolio of relevant K-12 education projects.

With over 30 years of K-12 experience, our firm has built our reputation on our ability to be creative with design solutions, working collaboratively with our clients to find the best solutions for the program and scope.

We have extensive experience designing replacement schools, working with the community to preserve the history of the school while creating inspiring new learning environments for each student who passes through the school's doors. In this section, we have highlighted several projects that represent our collective work directly related to the project scope outlined by Lake County School District. These projects are:

The Academy of Charter Schools 2

Cherrellyn Elementary School

Elbert PK-12 School

Frances Jacobs Elementary School

Grand View Elementary School



West Park Elementary School Replacement Project



Hord Coplan Macht has experience working on BEST funded projects, and understands the unique process and requirements that accompany them.

Below is a list of BEST funded projects we have completed over the past several years.

Alta Vista K-8 Charter School

Mrarchek Middle School

Elbert PK-12 School

Wiggins Elementary School Renovation

Big Sandy PK-12 School

Greeley West High School Renovation

Prairie Heights Middle School

Colorado's Finest Alternative High School

Horizons K-8 Charter School

**East Grand School District Facilities
Master Plan**

Genoa-Hugo PK-12 School

Revere PK-12 School

Haxtun K-12 School



The Academy of Charter Schools 2

COLORADO CHARTER SCHOOL INSTITUTE
Westminster, Colorado

CONSTRUCTION COMPLETION: July 2011

APPROX. CONSTRUCTION COST: \$6.2 M

TOTAL SF: 37,600 SF

OWNER & CONTACT INFO:

The Academy of Charter Schools
Michael Barile
303.439.6109

GENERAL CONTRACTOR & CONTACT INFO:

Fransen Pittman General Contractors
Jim Andrews
303.783.3900

KEY TEAM MEMBERS:

Joel Pehrson

The Academy Charter School asked HCM (then SLATERPAULL) to design a 5 round, PK-2 elementary school for them to supplement their existing 141,400 sf K-12 grade school, designed by HCM in 2003. Their elementary school program was so successful that they decided to add a pre-kindergarten component to their program, and to move kindergarten through 2nd grade students into this new building, growing the program from a 3 round per grade program to a 5 round per grade program.

The concept behind the design for the new PK-2 school is the "Four Seasons", with one season representing each grade to be accommodated in the school. The layout of the building is broken up into four quadrants, each quadrant representing one grade and one season. Another component of the connection to the seasons is a connection to nature, with a seamless transition between indoors to outdoors provided by three garage doors that can be opened to allow the educational spaces to flow out onto the site. The vinyl floor tile was designed to metaphorically imitate nature by creating a pathway of water and trails that wind naturally throughout the hallways and cafeteria. Finally, the heart of the school is "The Forest", where steel column "trees" create a clearing for small group teaching, or for just hanging out. The built-in casework is designed to look like tree branches and trunks and is clad in beetle kill pine wood.

WAS THE PROJECT ON TIME AND ON BUDGET?

The project met all of the design and construction milestones and was delivered on time and on budget.

SIMILARITIES TO WEST PARK ELEMENTARY REPLACEMENT PROJECT

PK-2 Elementary School

Distinctive Design Provides Memorable Student Experience





Cherrelyn Elementary School

ENGLEWOOD SCHOOLS
Englewood, Colorado

CONSTRUCTION COMPLETION: July 2019

APPROX. CONSTRUCTION COST: \$15.4 M

TOTAL SF: 42,000 SF

OWNER & CONTACT INFO:

Englewood Schools
Wendy Rubin, Superintendent
303.761.7050

GENERAL CONTRACTOR & CONTACT INFO:

Haselden Construction
Quinn McCay
303.264.8435

KEY TEAM MEMBERS:

Matt Porta
Lyn Eller
Renee Fine
Robyn Bartling

What if school was your home? For the 200 students that attend Cherrelyn Elementary School in the Englewood School District, it is exactly that. Over 20% of the students attending Cherrelyn are classified as homeless, and the most stable part of their day is the 7 hours they are attending school. The new Cherrelyn Elementary School is a replacement school on the existing site. It is designed around the fundamental idea that this school is a home. Students are welcomed to this 42,000 square foot single story school by entering through the front porch. The heart of the school is flanked by the Learning Commons, STEM Lab, and open Dining Commons. The school is organized around two classroom wings, each supported by a themed break out space. The theme of each break out space comes from the history of original Cherrelyn Elementary School, which includes the Tree House, the Locker Room, the Sound Studio, and Next Door.

The history of the existing school was very important to the school and the community as a whole. Specific elements of the existing school have been salvaged and are incorporated into the design of the new school including: wood floors, locker doors, wood doors, speakers, and trees. These elements became the design concepts behind the breakout spaces within the school.

WAS THE PROJECT ON TIME AND ON BUDGET?

The project met all of the design and construction milestones and was delivered on time and on budget.

SIMILARITIES TO WEST PARK ELEMENTARY REPLACEMENT PROJECT

Replacement School on Same Site

Interior Design Includes History of Previous School





Elbert PK-12 School

ELBERT SCHOOL DISTRICT #200
Elbert, Colorado

CONSTRUCTION COMPLETION: August 2014

APPROX. PROGRAM COST: \$17.3 M

TOTAL SF: 73,900 SF

OWNER & CONTACT INFO:

Elbert School District #200
Kelli Thompson, Superintendent
303.648.3030

GENERAL CONTRACTOR & CONTACT INFO:

FCI Constructors, Inc.
Bryan Hemeyer
970.535.4725

KEY TEAM MEMBERS:

Matt Porta
Lyn Eller
Joel Pehrson

The Elbert PK-12 School is an on-site replacement of the town's former school facility, originally built in 1930. Following a BEST grant award and successful bond in 2012, the design phase kicked off with interviews and workshops with students, staff and community members. During the conceptual and schematic phases, the project was guided by the Elbert Design Advisory Group, composed of a select group of school staff and local community members. The planning team prioritized variety and adaptability of learning spaces within the Elbert School.

The team chose to maintain larger classrooms along with a smaller class size throughout the grade levels. At almost 40 square feet per student, the classrooms allow for flexibility now and for growth in the future. Break out spaces are provided in each wing. To promote safety and to emphasize the importance of the school as a joint-use, community facility, the design strives not only to provide direct access to the public spaces, but also to provide views between them. To maximize the shared-use nature of the design, visual connections between the library level, the commons / cafeteria, and the main gymnasium floor are maintained.

WAS THE PROJECT ON TIME AND ON BUDGET?

The project met all of the design and construction milestones and was delivered on time and on budget.

SIMILARITIES TO WEST PARK ELEMENTARY REPLACEMENT PROJECT

BEST Grant Funded Project

Replacement School on Same Site





Frances Jacobs Elementary School

DENVER PUBLIC SCHOOLS
Denver, Colorado

CONSTRUCTION COMPLETION: September 2014

APPROX. PROGRAM COST: \$15.4 M

TOTAL SF: 78,000 SF

OWNER & CONTACT INFO:

Denver Public Schools
Sam Miller
720.423.1859

GENERAL CONTRACTOR & CONTACT INFO:

JHL Constructors, Inc.
Mario Cappella
303.587.6058

KEY TEAM MEMBERS:

Matt Porta
Lyn Eller

The Frances Jacobs Elementary School is a new, 4-round ECE-5 elementary school in the northeast Denver community of Green Valley Ranch. The school is a two-story brick veneer structure that has a pinwheel concept plan organization. The school is approximately 78,000 square feet and features shared, open resource areas among groups of classrooms. The design supports all of Denver Public School's Guiding Principles of 21st Century Learning Environments. The core shared-use elements of the program are at the center of the school. From that space, one may access the library, main office, computer lab, gymnasium, and music and art rooms. Off of the central community room, various wings of the school spin off: ECE to the east, cafeteria to the north, elementary classes to the west and learning commons to the south.

WAS THE PROJECT ON TIME AND ON BUDGET?

The project met all of the design and construction milestones and was delivered on time and on budget.

SIMILARITIES TO WEST PARK ELEMENTARY REPLACEMENT PROJECT

LEED Silver Certification

New Educational Model to Bring a Regional Early Childhood Education Center into the Elementary School





Grand View Elementary School

ST. VRAIN VALLEY SCHOOL DISTRICT
Frederick, Colorado

CONSTRUCTION COMPLETION: May 2018

APPROX. PROGRAM COST: \$19.4 M

TOTAL SF: 64,000 SF

OWNER & CONTACT INFO:

St. Vrain Valley School District
Brian Lamer
303.682.7270

GENERAL CONTRACTOR & CONTACT INFO:

Haselden Construction
Quinn McCay
303.264.8435

KEY TEAM MEMBERS:

Lyn Eller
Renee Fine
Robyn Bartling

Grand View Elementary School was funded by the 2017 Bond election. Grand View is a two-story, four-round PK-5 school that opened in Fall 2018. The school includes a Cafeteria, Gymnasium, and Learning Commons with adjoining Media Production and Computer Labs, Art and Music Classrooms and a dedicated Makerspace Classroom. The majority of the building is one story and will house the schools core functions. The classrooms are in the two story portion of the building.

HIGHLIGHTS:

- 20 Classrooms for 1st through 5th grade
- Break out spaces in each wing
- 4 Kindergarten Classrooms
- 1 Licensed Pre-School Classroom with a dedicated building entry
- Separate play areas for Pre-School Kindergarten, 1st-2nd, and 3rd-5th grades
- After-hours access to Gymnasium, Cafeteria, and Learning Commons

WAS THE PROJECT ON TIME AND ON BUDGET?

The project met all of the design and construction milestones and was delivered on time and on budget.

SIMILARITIES TO WEST PARK ELEMENTARY REPLACEMENT PROJECT

After Hours Use of the School as a Community Center

School Design Focused on Connecting Students from the Interior to the Exterior







05
PROJECT
APPROACH



CHERRELYN
ELEMENTARY SCHOOL

05
PROJECT
APPROACH

We approach each project as a unique challenge, with solutions derived from our collaborative design process.

DESIGN APPROACH TO PK-12 EDUCATIONAL PROJECTS

Learner-Focused Design Philosophy

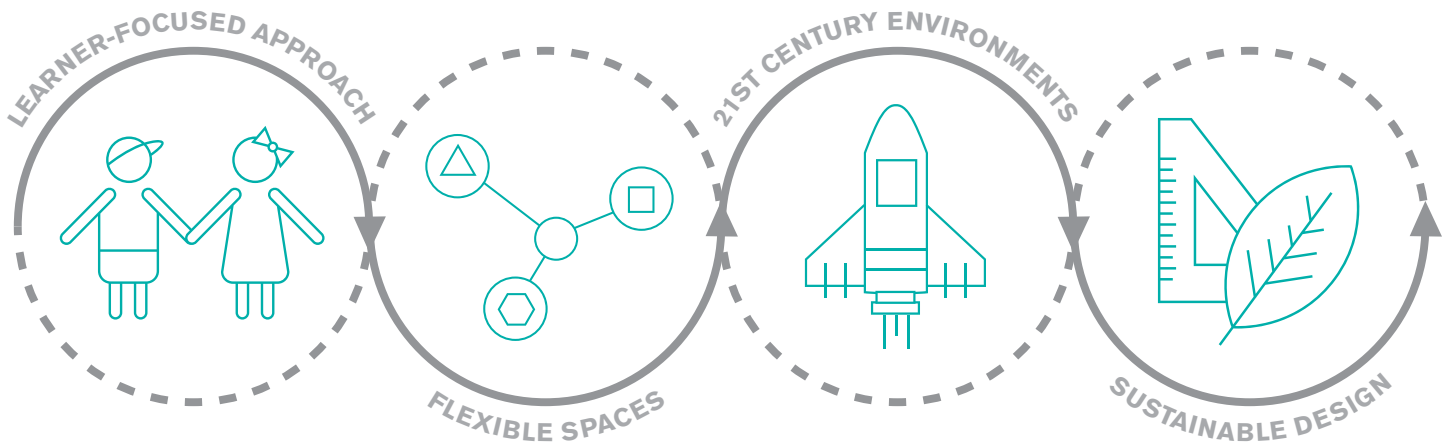
Our design philosophy and approach to the design of PK-12 facilities is grounded in focusing on the learner. We will begin this project by building a relationship and understanding with Lake County School District students, teachers, and administration through meaningful and deliberate engagement. We tailor our approach and workflow to each project, utilizing a number of engagement tools to harvest critical information about your students and the unique programs and needs of this school to develop a custom plan and design solution. Every project presents its own unique set of characteristics; as such, there is no one-size-fits-all process for coming up with the best solution. That is why our toolbox is full of different tools. By focusing on the learner, our design solutions are inviting and engaging. Our schools are full of flexible learning

environments that provide all students with spaces that fit their diverse learning styles.

Our design solutions focus on safety while providing a warm and welcoming learning environment for the students, teachers and visitors alike. By focusing on the learner, our designs are flexible and adaptable, providing engaging and exciting learning environments for your students of today as well as tomorrow.

Leaders In Educational Planning And Programming

The HCM team will lead a process that demonstrates to all of the stakeholders the principles and qualities of Next Generation learning environments. An HCM design mantra is that 'Every Space Is A Learning Space.' Learning can occur anywhere a student has access to what he or she needs to fit their learning style, whether that is a group work space, a quiet retreat, or an outdoor classroom.



Sustainability

Hord Coplan Macht is a national leader in the design of sustainable schools. Specifically, we understand how sustainable design affects the functions of the facilities and impacts the effectiveness of the learning process. As such, we are able to combine our firm's mission of 'Design for a Sustainable Future' with promoting and designing high performance learning environments that contribute to high performing students. Not only do we embrace what the US Green Building Council is doing to measure effective sustainable strategies, we also see prescribed high-performance checklists as just the starting point when thinking about designing energy-efficient buildings. We believe each project should be 'giving back' to its natural habitat. The building is considered an integrated organism with all components working together, reflective of the design process in which all the stakeholders contributed to the whole.

Rather than having an outside sustainability consultant, we have an in-house Sustainable Design Specialist, Max Krueger, who works with all of us daily. He encourages LEED and CHPS compliance, as well as design innovation. Max will lead the sustainable

design goal-setting and certification process for the new school. Working with Max on this project will be several of HCM's 100+ LEED Accredited Professionals. Our sub-consultants include Anderson + Hastings, IMEG, Group 14, Kitchen Tech and Sextant, each of whom have worked on 2 or more LEED certified projects with HCM. Group 14 has conducted high-performance reviews on over 25 school projects across the state of Colorado.

Honoring Your History

We recognize that the current West Park Elementary School has been part of the Leadville community for decades, and there is history and sentimental connections to the existing school. We can acknowledge that history by capturing key elements of the current school to integrate into the design of the new school. This can be accomplished in a number of ways, from reusing existing building elements in the new school to re-creating elements through environmental graphic design. At the Cherrelyn Elementary school, we salvaged brick, signage, wood floors, trees, lockers, and doors from the demolition of the existing school and incorporated them into the design of the new school.

OWNER AND COMMUNITY ENGAGEMENT

Communication with the owner is key to the success of any project. In addition to regular updates on the design and documentation progress and participation with the design team weekly coordination meetings, other collaboration efforts include focus group meetings. Focus group meetings allow the design team to have specific and detailed meetings with key stakeholders of Lake County School District. Because West Park Elementary is a replacement school, we have a great opportunity to engage the current students and staff in the design process.

For your project, we would like to propose that one day a month is scheduled to allow your students to be an Architect For a Day.

Activities that can take place on those days include:

- Working with your students on the design of their playground.
- Working with all your students on art installation projects that can become permanently integrated into the design and construction.



West Park Elementary School Replacement Project

HCM also recognizes that it is critical to embrace the community and build trust with these projects, in an effort to help the district be successful in a future bond election to fulfill the master plan. We will utilize this West Park Elementary School Replacement project as an opportunity to engage the community and help raise their comfort level in pursuing future projects. HCM will conduct community meetings with staff and parents at all of the schools to present the proposed design, as well as to gather and incorporate their feedback to further improve the design solutions.

Through our extensive experience with school projects, we have developed excellent skills facilitating these committees and making sure decisions are made at each meeting to keep the project on schedule.

Our team will lead an interactive design process with each of the DAGs and community meetings. We will present options for the scope of items for each project.

Some of the tools we will be using are:

- Visioning and goal setting exercises
- 3D models, including Lumion and Enscape, to convey design
- Layout options

PLANNING FOR FUTURE FLEXIBILITY

HCM designs all of our projects to stand the test of time. We do this by integrating durable building materials that can withstand the wear and tear of students. We will design the new addition to integrate with the unique character of the existing school. We study materials, proportions, roof lines and architectural features to provide a thoughtful and timeless solution for any building addition. Often times, buildings can become dated quickly through the use of trendy materials or colors. Our design philosophy is to provide spaces that will age gracefully and provide the flexibility to adapt to the future. Our philosophy is to incorporate design ideas that support and encourage 21st Century learners.

APPROACHING CHALLENGES

Keeping Your Project Within Budget and On Schedule

Cost control starts with a conviction that the budget must be established first, and design must progress toward the budget. HCM has the capability and data to produce cost estimates by using an integrated design approach and careful coordination with all



consultants. We also have considerable experience with the CM/GC delivery method, which will provide the detailed estimates for your project. Contingencies and alternates will be incorporated to ensure a project that is on budget. Throughout the evolution of the project's design, the cost plan estimate is updated to reflect all revisions in a 'rolling' process throughout all phases of programming, design and construction.

Design Phase Budget Control

The integrated design approach promotes inter-disciplinary quality control and coordination. Construction cost estimates will be produced by both the HCM design team and your CM/GC at the end of each phase. We will work in partnership with the CM/GC throughout design in a proactive Value Engineering process. We know that early decisions made about design opportunities and systems selection have the greatest impact on budget as the project moves forward. Value Engineering is most effective when it is a regular and active part of the early part of the design process. Prior to the selection of different building systems, we will identify all of the possibilities and evaluate each option using criteria such as

maintainability, availability, durability. Working with the CM/GC, we will identify the first cost, as well as the life cycle cost, for each system. With this information, you as the owner are in a position to make a value based decision on which system is best for your school.

Construction Document Budget Control

Utilizing a proactive Value Engineering process during design, we can proceed into Construction Documentation with confidence that the correct big picture decisions have been made. This changes the focus on budget control from big picture system level decisions to detailed product based decision. During this phase, we will work with the CM/GC at a detailed level to ensure that the building and the selected systems are being put together in the most cost effective manner.

Construction Phase Budget Control

All projects may produce surprises during construction, but proper use of allowances and contingencies can keep final costs below budget. Working closely with the CM/GC throughout the entirety of the project ensures that the construction phase is much smoother.

During construction, we will review all contemplated change orders and evaluate the potential costs. Once a formal change order request is submitted by the CM/GC, it will be reviewed in detail by Joel, along with any sub-consultant that it could pertain to. A formal written response is submitted to the entire team, with recommendations for acceptance, rejection, or if more information is required.

Pull Planning

An important process and tool we utilize is a pull planning session for each phase of the design. A pull planning session is a collaborative working meeting that includes representatives from all of the design disciplines, the CM/GC, as well as a representative for the Owner. Starting at the end of the design phase and working to the beginning, each member of the team identifies key milestone decisions on a schedule that will be required in order for them to meet the deadline.

For example, we as the architect want to know from the structural engineer how deep all of the roof structural elements will be in order to coordinate the above ceiling ductwork. In order to provide this information, the structural engineer needs to know

from the mechanical engineer how large and heavy the roof top mechanical unit will be. In order to provide this information, the mechanical engineer needs to know from us, the architect, what all of the R-values for the building walls, windows and roofs are. Each of these key milestone decisions are then organized on the schedule, in the proper order. Going through this exercise as a team allows everyone to understand the big picture of the project and process as well as correlates the importance of the work being done and the order it must be completed in order for everyone to succeed.

The pull plan is memorialized within an on-line spreadsheet that all team members have access to. Each Monday morning, HCM updates the plan, identifying the work completed and calling attention to milestones not met. This information is clipped into an email to the entire team and is used as the starting point of the agenda for the weekly design team coordination meeting.

Quality Assurance & Quality Control

Quality assurance is not an event, rather is the result of a dedicated process of designing and coordinating a building on a pro-active and continuous basis, utilizing the talents

and experience of the team. Quality control is one component of quality assurance and is a method of review of documents and key milestones. In addition to the overall coordination techniques we also review the documents utilizing the following specific techniques:

- **Coordination** - drawings and consultant services are designed and developed as a coordinated package with teamwork and an open collaborative work environment. HCM strives to design and document projects that are complete, coordinated, and buildable from day one. Our staff and consultants do not work independently and then attempt to coordinate and “check in” at the end of the design phases. Instead, we work together as a team. Throughout the entire design process, HCM will host a weekly coordination meeting, where the team is able to meet as a whole, review the progress of the design, and establish a weekly list of milestones to complete for each discipline. We do all of our documentation utilizing three dimensional digital models, specifically SketchUp and Revit. These tools help the entire team look at each space in

“People chose to participate and commit to the schedule and deadline. They bought in easily and comfortably. It all made sense. People left happy and organized and part of the team. It really was impressive. I have never been through a team building exercise that was more effective”

David Slack, Owner's Representative, The Glen



Pull Planning Exercise



three dimensions, allowing everyone to see the whole instead of the just the individual parts.

- **Peer Review** – Our peer review is done by a Principal that is not involved in the project. The peer review provides a “fresh set of eyes.” Our experience indicates that a fresh look often identifies issues that may be missed by the project architect because of their familiarity with the project.

- Consistent owner meetings
- Working with the CMGC selected by Lake County School District to adjust scope to meet school needs and budget
- Design team availability and commitment. HCM has this team and available support staff to meet this project’s deadlines.
- Regular consultant team meetings

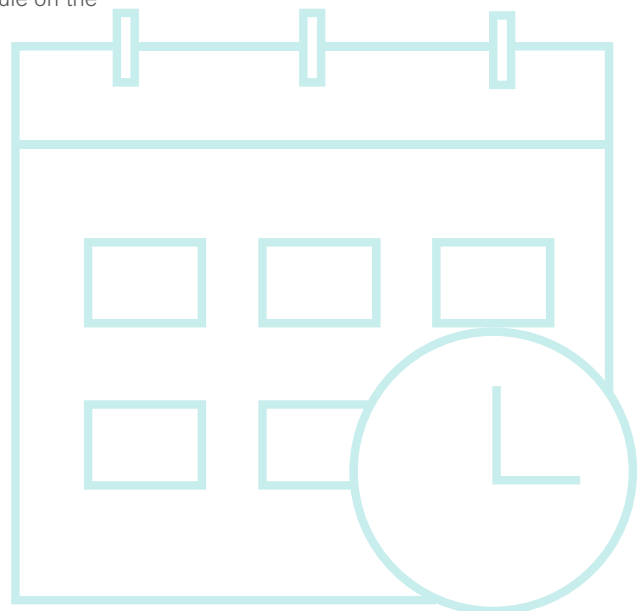
We have included a schedule on the following page.

MEETING DESIGN DELIVERABLE MILESTONES

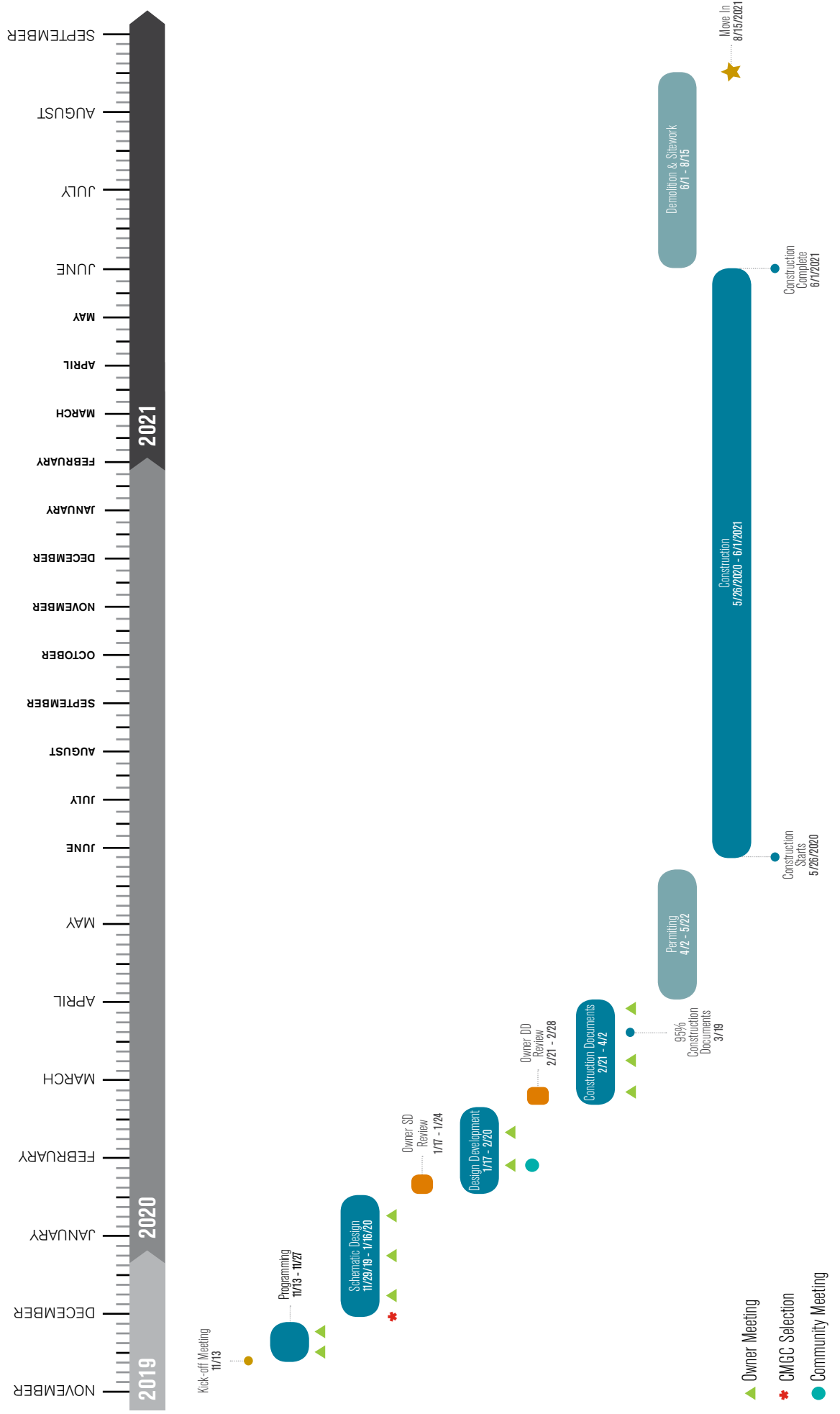
We have reviewed the proposed provided schedule and find its approach and durations reasonable and logical.

We think the proposed schedule is appropriate and that having construction documents complete in May 2020 is very achievable for our team. We also added several review meetings with Lake County School District. It will be important to push the selected CM/GC to produce timely cost estimates as design phases immediately follow each other.

The keys to meeting the schedule will be:



PROJECT SCHEDULE FOR:
West Park Elementary School Replacement Project









06
REFERENCES

06 REFERENCES

On the following pages we have included our list of school projects completed or begun within the last ten years.

We have included contact information, project descriptions, and completion dates for each. Projects performed collectively by our proposed design team are highlighted in blue.



SCHOOL NAME	LOCATION	OWNER	REFERENCE	CONTACT INFORMATION	DESCRIPTION	YEAR COMPLETE
Mapleton Explore PK-8	Thornton, CO	Mapleton Public Schools	Mike Crawford	303-853-1050	This new PK-8 school is located on a 12 acre site in the Anthem Community in Broomfield. The main has nearly 60 feet of grade change across the site which allows for a second entry and drop off. The project is pursuing CHPS Verified Leader certification. Many 21st century learning concepts were incorporated including a learning stair, small group rooms and a variety of break-out spaces.	In Progress
271 Elementary School #13	Brighton, CO	27J Schools	Michael Craig	303-505-1476	The arrangement of the school's various wings is intended to step down in scale as they near the neighboring homes. The younger class wing is a small, one-story volume. The windows have low sills to allow smaller children to see and connect to the outdoors. The central core steps up with the taller spaces such as the gym. The main corridor extends into the site with floor patterns, colors, and fixtures that are repeated on the outside of the school and across the site.	In Progress
Swallows Charter Academy Addition	Pueblo West, CO	Swallows Charter Academy	Dr. Cindy Compton	719-547-1627	Swallows Charter Academy is a core knowledge charter school serving grades K through 8. This project is a BEST Grant-funded classroom wing providing educational space for the Elementary and Middle portions of the school. The new construction is about 45,000 square feet and 2 stories. The addition also includes a new administrative office suite, a learning commons, and a STEM lab.	In Progress
Jefferson Academy Secondary School Addition	Broomfield, CO	Jefferson Academy	Heather Grantham	303-465-7616	Jefferson Academy Jr and Sr High School wanted to add a multipurpose auditorium space to their existing building, as well as a new Maker Space, editing and recording studio, and fine arts spaces for music and art. The project also includes expanding their existing gym and adding a new auxiliary gym and associated support spaces. The site work includes an expansion of the parking lot and drop-off area and a new student entrance.	In Progress
Adams 12 Five Star Schools, 7 Projects	CO	Adams 12 Five Star Schools	Eddie Coronado	720-972-4216	Deferred maintenance, repairs, restoration and minor renovations to art, music and physical education programs for 7 sites, including 4 elementary schools, 1 middle school, 1 high school and a district stadium.	In Progress
Skyline High School Renovation	Longmont, CO	St. Vrain Valley School District	Sam Freeman	303-682-7258	5,500 sf, 4 classroom addition to an existing High School, along with a number of deferred maintenance projects. Addition is in highly visible location and will be visitors' first impression of the school.	In Progress

SCHOOL NAME	LOCATION	OWNER	REFERENCE	CONTACT INFORMATION	DESCRIPTION	YEAR COMPLETE
Cherry Creek School District Innovation Projects	Arapahoe County, CO	Cherry Creek School District No. 5	Rachel Rubinstein	720-554-4518	Cherry Creek School District passed a bond that provided money for "Innovation" renovations to Elementary and Middle Schools throughout the district. The project has three phases encompassing 12 different schools with a scope of work including library renovations, STEM rooms, group collaboration spaces, and maker spaces.	In Progress
Arvada High School Addition and Renovation	Arvada, CO	Jefferson County Public Schools	Danelle Berzoza	303-982-2471	Renovation of classrooms, hallways and entry with gymnasium addition.	In Progress
Dawson Innovation Center	Lafayette, CO	Dawson School	Christine Lipson	303-665-6679	The Program for the Innovation Center was developed as part of a collaborative process with Dawson School staff and administration. The building is envisioned as a K-12 science building, with science classrooms and labs for grades 6-12, including one room for elementary science. The science curriculum is supported by a shared makerspace and associated wood and metal shops and storage. The Innovation center also contains a campus welcome center.	In Progress
Bishop Elementary	Englewood, CO	Englewood School District	Michelle Albert (CBRE)	303-628-7424	New 45,000 sf replacement elementary school on the same site. Design is inspired by neighborhood history and context.	In Progress
Harmony PK-8 School	Aurora, CO	Aurora Public Schools	Susan Martini	303-926-2115, ext. 28652	This is the third PK-8 prototype by the Joint Venture of HCM / RB+B Architects. The building was designed to reflect the changing needs of Aurora Public Schools. The updates in design included layout changes to the ECE classrooms, the Group Rooms/Work Rooms, the Cafeteria and the Gymnasium.	In Progress
New Vision Charter School	Loveland, CO	New Vision Charter School	Tim Bishop	970-593-6827	The new 2-story, four-round 3-8 school is programmed to be approximately 55,000 square feet, with 4 classrooms for each grade 3rd through 8th, a gym, a commons/multi purpose space, a music room/platform space, a library media center, break out learning spaces, special education group rooms, and an administration area.	2019
Cherrelyn Elementary School	Englewood, CO	Englewood School District	Michelle Albert (CBRE)	303-628-7424	New school in the Englewood School District, replacement elementary school on existing elementary school site.	2019
Ken Caryl Middle School Addition	Littleton, CO	Jefferson County Public Schools	Greg Martin	303-982-2417	Classroom addition to provide more classroom space to accommodate student growth. Worked with Design Advisory Group to study multiple options for the addition location and selected a location that had minimal impact on education during construction and provides good access to all of the shared spaces in the school. Contains 8 new classrooms, 2 of them are Science classrooms. The new classrooms all have good daylighting and access to views.	2019
Twombly Elementary School Renovation	Ft. Lupton, CO	Weld County School District RE-8	Alan Kaylor	303-857-3200	This 81,000 SF renovation includes upgrades and improvements to the classrooms. It also includes an expansion of the cafeteria and library and a secure entry.	2019

SCHOOL NAME	LOCATION	OWNER	REFERENCE	CONTACT INFORMATION	DESCRIPTION	YEAR COMPLETE
Ft. Lupton High School Renovation	Ft. Lupton, CO	Weld County School District RE-8	Alan Kaylor	303-857-3200	60,000 SF interior renovation including a majority of classroom spaces, STEM lab and classrooms and incorporation of additional Career pathways coursework.	2019
Butler Elementary School Renovation	Ft. Lupton, CO	Weld County School District RE-9	Alan Kaylor	303-857-3201	Renovation of elementary school includes new lighting and finishes in all classrooms. The front entry and administration area will be reconfigured to provide a secure entry.	2019
Grand View Elementary School	Frederick, CO	St. Vrain Valley School District	Michael Gesie	303-702-7524	A two-story, four-round PK-5 school. Includes a Cafeteria, Gymnasium, and Learning Commons with adjoining Media Production and Computer Labs, Art and Music Classrooms and a dedicated Makerspace Classroom. The majority of the building is one story and this portion houses the schools core functions. The classrooms are in the two story portion of the building	2018
Homyak PK-8 School	Dacono, CO	Weld RE-8 School District	Alan Kaylor	303-857-3200	A new two-round PK-8 school to replace a campus of modular classroom building. The new site is located 1 mile north and will allow the school to grow from 200 students to 400 students. The 47,000 square foot school is located on a 12 acre site.	2018
Mrachek Middle School	Aurora, CO	Aurora Public Schools	Amy Spatz	303-326-2115, ext.28603	This school is a prototype of Aurora Hills Middle School with modifications to fit on the sloping site of Mrachek Middle School. HCM / RB+B Architects team and the Design Advisory Group worked to design the school on the campus's existing play fields. After the construction of the new school was complete the former school was demolished and new play fields were built.	2018
Dunstan Middle School Addition	Lakewood, CO	Jefferson County Public Schools	Tom Stapleton	303-992-2482	Classroom addition to provide more classroom space to accommodate student growth. Worked with Design Advisory Group to study multiple options for the addition location and selected a location that had minimal impact on education during construction and provides good access to all of the shared spaces in the school. Contains 8 new classrooms, 2 of them are Science classrooms. The new classrooms all have good daylighting and access to views.	2018
Dawson Dining Commons	Lafayette, CO	Dawson School	Christine Lipson	303-665-6680	12,000 sf stand-alone dining commons serving as common gathering spot for students seating 350 with tables and 500 without.	2017

SCHOOL NAME	LOCATION	OWNER	REFERENCE	CONTACT INFORMATION	DESCRIPTION	YEAR COMPLETE
Thunder Vista PK-8	Broomfield, CO	Adams 12 Five Star Schools	Margi Ammons	720-972-4237	New PK-8 school for 1000 students located on a 12 acre site in the Anthem Community. The main entry level has an Administration area and Library, as well as classrooms for PreK and the lower grades. The second floor classroom wing accommodates the upper grades and middle school. The lower level has the Cafeteria, Gymnasium and specialty classrooms with direct access to the play areas. The neighborhood park is adjacent to the school and will provide joint use of the fields.	2017
Three Creeks K-8 School	Arvada, CO	Jefferson County Public Schools	Tim Reed	303-982-2376	Masterplan of a 25-acre site and design of a new school in the Candelas neighborhood. The K-8 is approximately 100,000 sf and is designed to expand to a future 120,000 sf. Project was intended to be a neighborhood school. As such, it has been designed specific to the site, to the neighborhood and to the overall area of northwest Arvada.	2017
Reunion Elementary School	Commerce City, CO	School District 27J	Ranette Carlson	303-655-2973	A new K-5 school accommodating 600 students. Designed as a 'front door' for a growing neighborhood. Offers 21st Century Learning design principles.	2017
Loveland Classical School	Loveland, CO	Loveland Classical Schools	Ian Stout	970-776-9227	The project is a new school is a 53,200-square-foot middle/high school.	2017
Boulder High School Renovation	Boulder, CO	Boulder Valley School District	Tom Blahak	720-561-5791	Renovation of existing 245,000 sf. The focus is the creation of a new "heart of the school" which encompasses design and construction of a new innovative learning commons within the existing Library space and renovation of the school cafeteria to allow learning to take place in all areas of the school. Classrooms will be updated with new lighting and finishes.	2017
Louisville Middle School Upgrades	Louisville, CO	Boulder Valley School District	Charles Zachemsky	720-561-5954	Upgrades to science classrooms, locker and window replacements, new outdoor classroom and new student breakout spaces.	2017
North Star Academy Addition	Parker, CO	North Star Academy	Kendra Hossfeld	720-851-7827	Classroom and office addition as well as new turf field.	2017
Stargate K-12 Campus	Thornton, CO	Stargate School	Josh Cochran	303-450-3936	Programming and site analysis. New 35-acre campus. Size: 55,000 SF K-5 Primary School, 74,000 SF Secondary School, and 25,000 SF Field House	2016
Jeffco 7-12 Grade Renovations	Lakewood and Wheat Ridge, CO	Jefferson County Public Schools	Tim Reed	303-982-2376	Renovation of four schools: to convert 2 high schools into 7-12 and 2 middle schools into elementary schools	2015
Prairie Heights Middle School	Greeley, CO	Weld 6 School District	Wayne Eades	970-302-7501	New 110,000 sf middle school that was partially funded by a BEST Grant. This was a replacement school on a new site.	2015
John and Edna Mosley PK-8 School	Aurora, CO	Aurora Public Schools	Amy Spatz	303-326-2115, ext.28603	New school designed to meet the needs of students housed at Buckley Air Force. Energy Performance Features: Designed to LEED Gold Standards	2015

SCHOOL NAME	LOCATION	OWNER	REFERENCE	CONTACT INFORMATION	DESCRIPTION	YEAR COMPLETE
Valor Center for Culture and Influence	Littleton, CO	Valor Christian High School	Judy Goff	303-471-3386	Houses all-school assembly space for students and home to music program, a recording studio, visual arts classrooms, dance studio and broadcast studio.	2015
New Legacy Charter School	Aurora, CO	Urban Land Conservancy	Aaron Mirapol	303-337-4477	Serves the educational needs of parenting teens. Includes early childhood education center and in-school clinic. Capacity: 100 students + childcare	2015
Dunkirk Elementary School	Denver, CO	Denver Public Schools	Brady Rog	720-423-1925	New 79,000 sf ECE-8 school designed to be easily converted to an ECE-8 school	2015
Global Village Academy	Fort Collins, CO	Global Village Academy	Kirk Loadman-Copeland	303-309-6654	Phased PK-8 charter school with 72,000 total sf	2015
Global Village Academy	Parker, CO	Global Village Academy	Kirk Loadman-Copeland	303-309-6655	Global Village Academy is a Douglas County K-8 public charter school with a core curriculum and an emphasis on innovative language immersion. The school features a full complement of educational spaces to meet the needs of students in kindergarten through 8th grade, including classrooms for languages, art, music, science, technology, math, small group work, and physical education.	2015
Global Village Academy	Aurora, CO	Global Village Academy	Kirk Loadman-Copeland	303-309-6657	This multi-phase project built a K-8 charter school on an undeveloped 11 acre site	2015
Montezuma-Cortez High School	Cortez, CO	Montezuma-Cortez Re-1 School District	Jason Wyman	970-565-3722	New 152,000 sf high school with complete development of 30 acre site.	2015
Revere K-12 School Renovation/Addition	Ovid, CO	Platte Valley School District	Sharon Green	970-463-5414	Improvements to existing building that included a three-story Temple Hoyne Buell designed building constructed in 1928, a separate District Administration Building constructed in 1962 and a pre-manufactured Gymnasium building constructed in 1975. Energy performance features include new ground source, heat pump system	2014
Frances Jacobs Elementary School	Denver, CO	Denver Public Schools	Sam Miller	720-424-4721	New ECE-5 School that has been built for potential expansion.	2014
Elbert P-12 School	Elbert, CO	Elbert School District #200	Kelli Thompson	303-648-3030	New school. Worked closely with students, staff and the community during the design phases.	2014
Cherry Hills Village Elementary Renovation	Cherry Hills, CO	Cherry Creek School District No. 5	Dave Henderson	720-470-8742	Renovation of library and classrooms. Building upgrades included exterior window replacement and finishes.	2014
Timberline PK-8 School Addition and Renovation	Longmont, CO	St. Vrain Valley School District	Brian Lamer	303-682-7270	Improvements include updated interior finishes and creation of connection of an elementary school to a middle school with shared facilities. Energy performance features include improved lighting and daylighting.	2014

SCHOOL NAME	LOCATION	OWNER	REFERENCE	CONTACT INFORMATION	DESCRIPTION	YEAR COMPLETE
Emily Griffith Campus	Denver, CO	Denver Public Schools	Sam Miller	720-424-4721	Multi-phased renovation for vertical campus and administration headquarters. Houses the Downtown Denver Expeditionary School, Emily Griffith High School, Emily Griffith Technical College, Emily's Cafe, an employee cafeteria with open collaboration spaces, new locker rooms and continuing education facilities. Energy performance features include energy efficient window film, new boilers, and all new lighting.	2014
Mountain View Elementary School Renovation and Addition	Longmont, CO	St. Vrain Valley School District	Todd Plocone	303-687-7250	New entry addition and administrative area. Renovation: new Elementary and Kindergarten rooms for students. The small addition and renovation also provides a larger school library for staff and students. Window replacement to existing 1956 openings, new finishes in classrooms and hallways.	2014
Temple Sinai Preschool Addition	Denver, CO	Temple Sinai Building Committee	Michael Melun	303-721-0100 x105	New building for religious studies and to house a weekday pre-school including 12 classrooms, a media room a multi-use assembly room and administrative spaces. Energy performance features include energy efficient lighting.	2014
Haxtun Schools Middle School Facility Assessment, Master Plan and Addition/ Renovation	Haxtun, CO	Haxtun School District RE-2J	Darcy Garretson	970-774-6111	Design of a 5-classroom middle school addition, replacing modular classrooms, and utilized the new addition to connect the elementary school with the high school. Energy performance features include increased daylighting, durable building materials, high efficiency mechanical and electrical systems.	2014
Hugo-Genoa P-12 School Addition/Renovation	Hugo, CO	Genoa Hugo School District C-113	Frank Reeves (former superintendent)	970-887-2581	BEST funded addition and renovation of an existing K-12 school	2014
Vista Peak P-8 Exploratory School	Aurora, CO	Aurora Public Schools	Amy Spatz	303-326-2115, ext.28603	The APS PK-8 on the Community Campus is the second construction of the PK-8 prototype developed by the Joint Venture of SLATERPAULL and RB+B Architects. The building design went through a minor revision in design to reflect the changing needs of Aurora Public Schools. The updates in design included minor layout changes to the ECE and Kindergarten classrooms and the addition of an operable wall in the Learning Commons (Library).	2014
Dakota Ridge High School Renovation	Littleton, CO	Jefferson County Public Schools	Bill Fielding	303-982-2583	Renovation	2014
South High School	Denver, CO	Denver Public Schools	Sara Schesser	720-423-1928	This project was comprised on work based on the 2012 Bond and BEST Grand Funds to replace the domestic water, waste & vent piping in its entirety as well as replacement of the boilers, renovation of the (8) Science Labs and various building code and accessibility upgrades.	2014

SCHOOL NAME	LOCATION	OWNER	REFERENCE	CONTACT INFORMATION	DESCRIPTION	YEAR COMPLETE
Colorado's Finest School of Choice Renovation/ Addition	Englewood, CO	Englewood School District	Wendy Rubin	303-806-2009	The focus of the renovation was to provide a 21st Century Learning Environment with non-traditional spaces. The new layout is organized by departments and each area includes a Technology Hub, Teacher Resource Room and Conference Room.	2013
Horizons K-8 School Master Plan and Renovation/Addition	Boulder, CO	Boulder Valley School District	John McCluskey	720-561-3600	Blend new additions with the existing building to create cohesive, yet contemporary design. Phase 1 emphasized performing arts within the curriculum and provided a classroom for each class. Phase 2 added a classroom wing with 8 new classrooms, a library and a computer lab, and a new admin wing and entry.	2013
Denver Christian Schools Renovation/Addition	Lakewood, CO	Denver Christian Schools	Ray Boersema	303-478-3090	Renovation and addition project	2013
Big Sandy School District	Simla, CO	Big Sandy School District 100J	Steve Wilson	719-541-2292	New 83,421 sf PK-12 School	2013
Westgate Community School	Thornton, CO	Westgate Community School	Chris Johnson	303-452-0967	Community school remodel	2012
St. Vrain STEM Upgrades	Longmont, CO	St. Vrain Valley School District	Brian Lamer	303-682-7270	STEM upgrades to multiple schools	2012
Adams 12 STEM K-8	Thornton, CO	Adams 12 Five Star Schools	Margi Ammons	720-872-4237	STEM Launch, which serves students in grades K-8, is a renovation of the old Niver Creek Middle School building in Thornton. STEM-related themes, concepts, and images were incorporated throughout the exterior and the interior of the project that are fun and educational – taking the idea of "building as teaching tool" to a whole new level.	2012
Ben Franklin Academy Addition	Highlands Ranch, CO	Highmark School Development	Tammy Sweeris	802-256-9551	Two story addition to HCM designed charter school. Included new classrooms, student commons, and private offices. Expanded PK-6 school to be a PK-8 school.	2012
The Academy 2 Charter School	Westminster, CO	The Academy of Charter Schools	Michael Barile	303-439-6109	5 round, PK-2 elementary school built to supplement existing 141,400 sf K-12 grade school.	2011
Alta Vista Charter School	Lamar, CO	Alta Vista Charter School	Talar Coen	719-336-2154	HCM provided an assessment of the current conditions and facilities, programming and master planning services, and assisted the school in applying for the BEST Grant, as well as designing a 20,000 square foot new addition to a 6,000 square foot 1918 historic school.	2011
Aurora Hills Middle School	Aurora, CO	Aurora Public Schools	Amy Spatz	303-326-2115, ext.28603	Replacement middle school at the same site	2011
Prospect Ridge Charter School	Broomfield, CO	Highmark School Development	Tammy Sweeris	802-256-9550	New K through 6th Grade Charter School with the goal of expanding to a full middle school in the coming years. The facility includes 26 classrooms, a music classroom and performance space, gymnasium and Media Center.	2011
Ben Franklin Academy	Highlands Ranch, CO	Highmark School Development	Tammy Sweeris	802-256-9551	New PK-6 charter school with a focus on Core Knowledge Curriculum. The facility includes 31 classrooms, a dedicated music classroom and performance space, gymnasium and Media Center.	2011

SCHOOL NAME	LOCATION	OWNER	REFERENCE	CONTACT INFORMATION	DESCRIPTION	YEAR COMPLETE
Global Village Academy	Northglenn, CO	Global Village Academy	Kirk Loadman-Copeland	303-309-6656	Adaptive renovation of an office building into school. Twenty four general classrooms were constructed, along with a Library, Art and Music classrooms. A large multi-purpose space for movement and a Cafeteria are also a part of the program.	2011
Highline Academy Charter School Renovation/ Addition	Denver, CO	Highline Academy Charter School	Greg Gonzales	720-449-0317	Renovation and addition to existing building to create new home for K-8 charter school and add new classrooms and a gym.	2011
High Point Academy PK-8 School	Aurora, CO	High Point Academy	Kurt Connolly	303-810-5054	3 round PK-8 charter school located in master planned High Point community. Middle school students have a separate, unique floor and more "adult" interior design.	2011
Montezuma-Cortez Master Plan	Cortez, CO	Montezuma-Cortez Re-1 School District	Michael Canzona	970-759-1816	Master Plan involved a comprehensive analysis which studied numerous building options, and involved several educational models. Options included replacement schools, PK-8 models, an elementary school campus with multiple buildings, and additions-renovations.	2010
Cresthill Middle School Additions/Renovation	Highlands Ranch, CO	Douglas County School District	Rick Cosgrove	303-387-0720	Renovation and addition to existing middle school to meet current educational specification and include 21st Century learning spaces, as well as create "neighborhoods" within the school.	2010
Jeffco Open School Renovation/Addition	Lakewood, CO	Jefferson County Public Schools	Tim Reed	303-982-2376	New building connecting two historic buildings for a public alternative K-12 school.	2010
Crown Pointe Academy K-8 School	Westminster, CO	Crown Pointe Academy	Leonard Arnold	303-823-5279	New K-8 charter school with three wings and 180 degree views of the Front Range.	2010
Centennial Replacement K-12 School	San Luis, CO	Centennial School District R-1	Bob Van Iwaarden	719-589-4224	BEST funded replacement K-12 school with 21st Century learning spaces and highly sustainable design.	2010
DPS Parent Project 8018 Ashley, East & Smiley	Denver, CO	Denver Public Schools	Rebecca Brown	720-424-5501	Parent project for ADA and finish upgrades to 3 schools	2010
Eisenhower Elementary School Addition/ Renovation	Boulder, CO	Boulder Valley School District	Lindsay Donaldson	720-561-5923	Renovation and addition project to address ADA accessibility and add new administration, kindergarten, media and music spaces.	2010
Heatherwood Elementary School Addition/ Renovation	Boulder, CO	Boulder Valley School District	Lindsay Donaldson	720-561-5923	Addition providing new entry and administration spaces	2010
Whittier Elementary School Addition	Boulder, CO	Boulder Valley School District	Dave Compton	720-561-5081	Additions, renovations and historic rehabilitation to historic bilingual school	2010
University Hills Renovation/Addition and Historic Building Rehab	Boulder, CO	Boulder Valley School District	Dave Compton	720-561-5081	Additions, renovations and historic rehabilitation to the oldest continually operated school in the state of Colorado.	2010
Vista Peak P-8 Exploratory School	Aurora, CO	Aurora Public Schools	Amy Spatz	303-326-2115, ext.28603	Prototype P-8 school with two wings	2010
Ferguson High School Renovation	Loveland, CO	Thompson School District R2-J	Tim Margina	970-613-5382	Adaptive renovation of a church building into an alternative high school	2009
Flagstaff Academy K-8 Charter School Addition/ Renovation	Longmont, CO	Flagstaff Academy	Sandra Weckerly	303-447-5081	13,000-square-foot gymnasium, music, and classroom addition with an existing 50,000-square-foot building.	2009
Louisville Middle School Renovation/Addition	Louisville, CO	Boulder Valley School District	Dave Compton	720-561-5081	Addition and renovation as well as site improvements	2009
North Star Academy Renovation	Parker, CO	North Star Academy	Kurt Connolly	303-810-5054	Adaptive reuse of commercial building into new school	2009

hord | coplan | macht

1800 Wazee Street, Suite 450
Denver, Colorado 80202
303.607.0977

700 East Pratt Street, Suite 1200
Baltimore, MD 21202
410.837.7311

1925 Ballenger Ave, Suite 525
Alexandria, VA 22314
571.388.7761

www.hcm2.com

Firm or Subcontractant	Role on Project												Comments	
		Conceptual Design	Schematic Design	Design Development	Construction Documents	Bidding & Procurement	Construction Administration	Punch List/Close Out/Warranty	Construction Cost Review - Alternate #1	FR&E Layouts - Alternate #2	PV Solar Design - Alternate #3	Total (Excludes Alternates)		
HCM	Architectural Design & Interior Design	\$19,561.00	\$127,146.50	\$273,854.00	\$312,976.00	\$29,341.50	\$195,610.00	\$19,561.00					\$978,050.00	
HCM	Landscape Architecture/Irrigation		\$17,280.00	\$32,256.00	\$36,864.00	\$3,456.00	\$23,040.00	\$2,304.00					\$115,200.00	
A&H	Civil Engineer		\$20,592.00	\$38,438.40	\$43,929.60	\$4,118.40	\$27,456.00	\$2,745.60					\$137,280.00	
A&H	Structural Engineer		\$16,896.00	\$31,539.20	\$36,044.80	\$3,379.20	\$22,528.00	\$2,252.80	\$2,200.00				\$112,640.00	
IMEG	MEP / FP		\$40,452.00	\$75,510.40	\$86,297.60	\$8,090.40	\$53,936.00	\$5,393.60	\$2,750.00				\$269,680.00	
IMEG	IT & Low Voltage Design		\$6,172.50	\$11,522.00	\$13,168.00	\$1,234.50	\$8,230.00	\$823.00					\$41,150.00	
Group 14	Energy Modeling / High Performance Consultant		\$3,300.00	\$6,160.00	\$7,040.00	\$660.00	\$4,400.00	\$440.00					\$22,000.00	Excludes Commissioning
Kitchen Tech	Food Service Consultant		\$2,640.00	\$4,928.00	\$5,632.00	\$528.00	\$3,520.00	\$352.00					\$17,600.00	
Sektant Group	Acoustical Design		\$2,475.00	\$4,620.00	\$5,280.00	\$495.00	\$3,300.00	\$330.00					\$16,500.00	Includes LEED/CHPS submittal requirements
Solar ips	PV Design								\$11,000.00				\$11,000.00	
Hord Coplan Macht	Furniture Selection and Procurement									\$17,000.00			\$17,000.00	
Rider Levett Bucknell	Cost Estimating / Verification										\$28,600.00		\$28,600.00	
Design Team Fee Total		\$19,561.00	\$236,954.00	\$478,828.00	\$547,232.00	\$51,303.00	\$342,020.00	\$34,202.00	\$28,600.00	\$17,000.00	\$15,950.00	\$1,710,100.00	Total Excludes Alternates	

Total Not To Exceed Reimbursable Amount:	\$30,000
Enhanced Insurance Requirement Reimbursable Amount:	\$5,500 per year of carried increased coverage

Includes travel, meals, lodging, printing and shipping for Owner and CM/GC
 Cost is a per yearly cost for Anderson & Hastings to increase PL insurance from \$2M/\$2M to \$2M/\$4M.

Exhibit C

BILLING RATE TABLE
January 1, 2019**Hourly Billing Rates:**

Principal Architect III	280.00
Principal Architect II	240.00
Principal Architect I	210.00
Sr. Project Architect II	200.00
Sr. Project Architect I	180.00
Landscape Principal	160.00
Interior Design Principal	160.00
Project Architect	150.00
Sustainable Design Director	150.00
Landscape Project Architect	140.00
Architectural Illustrator	135.00
Designer III	120.00
Architect	125.00
Certified Interior Designer II	120.00
Designer II	110.00
Graphic Designer	110.00
Specification Coordinator	105.00
Landscape Architect	105.00
Certified Interior Designer I	100.00
Landscape Designer II	100.00
Designer I	95.00
Landscape Designer I	90.00
Administration	80.00

Reimbursable Expenses:

Expenses associated with procuring and/or producing needed item(s) or service(s) will be billed at cost plus ten percent (10%). Such expenses will include, but are not limited to printing, visual documentation of project graphics, courier and overnight delivery, mileage at the prevailing IRS rate, and meal and travel expenses if required.

**Exhibit __ Building Excellent Schools Today
Service Provider Contract Exhibit**

I. PRIORITY

- a. This exhibit is not a stand-alone agreement, but modifies and enhances the primary agreement to which it is attached. Where a conflict exists between the terms and conditions herein and the primary contract agreement to which this exhibit is attached, the more stringent will govern.
- b. The term “Service Provider” used in this exhibit means the service provider referenced in the primary agreement to which this exhibit is attached.

II. SUBLEASE REQUIREMENTS (Applies only to Lease/Purchase BEST projects)

- a. The Sublease entered into with the State of Colorado by the Owner will be referenced and attached to this agreement. The Service Provider agrees to comply with all applicable terms and conditions of the Sublease as they relate to the Service Provider, including but not limited to meeting minimum required insurance coverage, bonding requirements, enforcement of minimum Contractor guarantees, inspection and maintenance of records, reporting and monitoring requirements, compliance with statutory citations, and cooperation with oversight by the Colorado Department of Education.
- b. The State and Zions First National Bank shall have the right to enforce this contract against the Service Provider: (a) following termination of the sublease between the State and the grantee; and (b) in any case where, in the reasonable judgment of the State or Zions First National Bank, with the consent of the State, the grantee has failed to enforce the terms of this contract in a manner consistent with the obligations of the grantee under the sublease between the State and the grantee.

~~**III. CASH GRANT CONTRACT REQUIREMENTS (Applies only to BEST Cash Grant projects)**~~

- ~~- a. The Cash Grant Agreement entered into with the State of Colorado by the Owner will be referenced and attached to this agreement. The Service Provider agrees to comply with all applicable terms and conditions of the Cash Grant Contract as they relate to the Service Provider, including but not meeting minimum limited to insurance coverage, bonding requirements, the inspection and maintenance of records, reporting and monitoring requirements, compliance with statutory citations, and cooperation with oversight by the Colorado Department of Education.~~

IV. EMPLOYMENT ELIGIBILITY

- a. In accordance with CRS 8-17.5-101 &102, Service Provider certifies at the time of this certification:
 - i. That the Service Provider does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services, **and**
 - ii. That the Service Provider will participate in the E-Verify program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

iii. That the Service Provider will otherwise comply with provisions and procedures identified in CRS 8-17.5-101 &102.

b. Service Provider certifies compliance with provisions and procedures included in CRS 8-17-101 regarding use of a minimum of 80% Colorado Labor to perform the work.

V. CONTRACT MODIFICATIONS

a. Service Provider agrees that any change to contract amount or time will be subject to review by CDE staff, and must be supported with detailed cost information including itemized material, labor, and overhead and profit calculations.

~~b. Grant Reserve funds have been allocated to this project through the BEST grant. Grant Reserve funds are held by CDE only in the event of circumstances that could not have been foreseen at the time of grant award. Service Provider should not assume grant reserve funds to be available for use by the grantee. Should unforeseen conditions require the use of Grant Reserve funds, only those specific itemized additional services directly involved in the implementation of increased project scope will be considered for additional cost increases, with prior approval.~~

VI. PAYMENT

a. W-9 forms will be required of all Service Providers with the initial invoice

b. Each invoice on a fixed price contract shall identify the total contract amount, previously billed, and amount remaining. Hourly not to exceed contracts shall list the NTE amount and billings to date, including the current invoice.

VII. SOLICITATION MATERIALS

a. The Solicitation Materials (Request for Proposals, Request for Qualifications) utilized in the procurement of the Service Provider, along with any exhibits, shall be incorporated by reference into the Service Provider agreement.

VIII. REIMBURSABLE EXPENSES FOR PROFESSIONAL SERVICES

a. Qualifying reimbursable expenses for professional service providers will be charged at cost with no additional markups, or included at a fixed fee or rate. If a not-to-exceed format is used in the primary agreement for reimbursable expenses, detailed backup invoices and receipts will be required.

b. Sustenance expenses for professional service providers are only reimbursable if directly related to out of town travel associated with the project, and only for identified employees of the Service Provider actively involved in the project.

c. Travel time will not be billable hours. Travel may only be billed as mileage, direct cost, or otherwise fixed with rates established in the primary agreement.

IX. COMPLIANCE WITH BEST RULES AND GUIDELINES

a. Service Provider will comply with BEST Rules (1 CCR 303-3), Construction Guidelines (1 CCR 303-1) and other procedural guidelines as applicable to the scope of the BEST grant project and service to be provided. Guidelines are available on the CDE Division of Capital Construction website at www.cde.state.co.us/cca.

b. Service Provider will manage the project scope as assigned to remain within the scope identified in the BEST grant from which the project is funded. All scope modifications are subject to approval by CDE BEST staff.

- c. If the scope of work for the Service Provider involves assistance with procurement, Service Provider will comply with procurement guidelines provided by the CDE Division of Capital Construction, and notify CDE staff of any proposed deviation.

ANNOUNCEMENT OF VACANCY

SUPERINTENDENT OF SCHOOLS



Lake County School District R-1 Leadville, Colorado

THE COMMUNITY

Lake County, Colorado is located in the central Rockies. At 10,200 feet, it contains the highest incorporated city in the continental United States.

Leadville, the county seat, has 3,000 residents, with 8,000 in the county. This is a historic mining town. Most of our current residents, however, work in the ski or hospitality industries in neighboring resort communities.

Leadville has a lively downtown and is surrounded by opportunities for mountain biking, hiking, skiing, and other backcountry activities. We have a long winter but 300+ days of sunshine per year.

This is a diverse community, with newcomers and old timers, Spanish and English speakers. Lake County is a place where almost everything is celebrated with a hometown parade - from the town festival called Boom Days to Dia de Fiestas Patrias, a day set aside to celebrate the diverse places from which residents come.

Lake County has been growing in recent years, but many new residents are second-home owners. Leadville is attempting to adapt to new economic and social realities while keeping its character as a "real place."

THE SCHOOL DISTRICT

Just as we are surrounded by high peaks, the expectations we hold for ourselves and our students are also high. Since 2013, Lake County School District has been on a path of innovative school reform that has garnered state and national attention. Working with strategic partners, we have turned our schools around, and we have ambitious student-centered goals for the future.

Our schools are Expeditionary Learning K-8. Teaching and learning principles for the whole district reflect Expeditionary Learning values. The arts, athletics, and real-world connections are crucial. Currently over 40 students are participating in internships and more than 100 of our students are taking college-level classes. We are passionate about equitable education for the whole child with the goal of life-long learning.

The superintendent and a five-member school board work together to create strategic goals that fulfill our mission for a rigorous, engaged, equitable, personalized education for all students. We are looking for a leader who is ready to grow with us and eager to take on the challenges that are in front of us.



Lake County School District
Learning Beyond Walls

**All applicants must apply online.
Please begin the process at www.casb.org/superintendent-openings.**

Lake County School District R-1

Application Deadline: January 6, 2020

Interviews: February 28-29,
2020

Date of Employment: July 1, 2020

DISTRICT FACTS

NAME: Lake County School District R-1

CHIEF CONTACT PERSON/TITLE:

Bunny Taylor, Board Secretary

Phone: (719) 486-6805

Email: btaylor@lakecountyschools.net

DISTRICT WEBSITE:

www.lakecountyschools.net

TOTAL DISTRICT EMPLOYEES: 234

CURRENT STUDENT ENROLLMENT: 1,081

Number of Licensed Teachers: 95

Number of Administrators: 6

Number of Classified Staff: 85

SCHOOL BOARD

A five-member Board of Education governs the district and holds regular meetings.

FINANCIAL INFORMATION

ASSESSED VALUATION: \$65,680,000

GENERAL FUND PER PUPIL EXPENDITURE: \$8,817

BUDGET

Budget Year: FY2020

General Fund: \$13,948,055

Capital Reserve Fund: \$2,068,000

Pupil Activity Fund: \$275,000

Total Appropriation: \$24,262,891

COMPENSATION

SUPERINTENDENT SALARY: \$104,000

BENEFITS: Health insurance, 401(k), membership dues, and cell phone

SUPERINTENDENT EXPERIENCE REQUIRED? No

PREFERRED HIRE DATE: March 2020

PREFERRED START DATE: July 1, 2020

DOCTORATE REQUIRED? No

EDUCATION AND CREDENTIALS

- Bachelor's degree required, preferred emphasis in education or related field of study
- Master's degree preferred
- Administrative experience preferred
- Principal or Administrator License required; applicant must have the ability to obtain Administrator License in a timely manner if not already held
- Is bilingual (Spanish), but not required



QUALIFICATIONS

- Must understand and have experience with the field of education and a passion for public schools.
- Must be willing to reside in Lake County (even when it seems like winter will never end!)
- Understands and has experience with equity, diversity, inclusivity and cultural engagement
- Must be fully committed to whole child education
- Must understand rural community education
- Must have a growth mindset
- Must be willing to collaborate with current staff and build upon existing partnerships

APPLICATION PROCESS

All applicants must apply online at www.casb.org/superintendent-openings. All qualifications and essay questions must be completed in full prior to the application being submitted.

Answers to the following essay questions, no longer than one typewritten page each, are required as part of the online application:

- When you look at our Learning Policy (Board Policy SP-5 <http://www.lakecountyschools.net/board-of-education/board-policies/>), what stands out for you as valuable? How would your experience support this policy?
- What is your experience working with English Language Learners and their families and with multi-cultural communities? How would you help us grow in equity and inclusivity?
- How do you know when a system is broken or has ceased to function optimally? What steps have you taken to change course?
- Give an example of a time you had to repair trust with someone you supervised.
- Describe a time you have led a hard conversation between school and community members.



If you have any questions regarding applying for this position, please contact:
Brittany Crossman at
303-832-1000 or bcrossman@casb.org
Colorado Association of School Boards
2253 S. Oneida St., Suite 300, Denver CO 80224

Board reports: Nov. 12, 2019

Amy Frykholm:

I worked on our big two: the bond campaign and the superintendent search, specifically descriptions of Leadville and Lake County and planning our next community update with Lisa Relou.

I also visited Leah Delynko's newcomers' crew at LCIS with a guest who was visiting from Ukraine and is an English teacher. It was really fun to see this crew in action and see what a safe supportive environment for newcomers looks like.

Ellie Solomon:

The Head Start grant has been submitted and our regional specialist says it's one of the best she's reviewed. Policy Council met on 11/5, reviewed our annual Program Improvement Plan, and discussed how to merge our meetings with the Lake County Early Childhood Council. Policy Council and the staff at the Center are super excited about the bond.