



**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  
Dec. 10, 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-Amy Frykholm
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. 5:20 Approve Consent Agenda:
    - a. Regular Meeting Minutes Nov 12, 2019
    - b. Personnel Recommendations
  8. 5:25 BEST Update-Colleen Kaneda
  9. 5:45 GOL! Update-Becca Katz
  10. 6:05 DOOR Update-Heather Moutoux
  11. 6:15 Oversight Calendar
    - a. Technology Update-Jim Fogarty & Paul Anderson
  12. 6:45 Action Item
    - a. Resolution NO. 20-10-Certify Mill Levy
    - b. FCI Constructors, Inc.-Construction Manager/General Contractor
  13. 7:15 Student representative reports
  14. 7:30 Superintendent Update
  15. 7:40 Break
  16. 7:50 Discussion Items
    - a. Policy GP-14-Redlined
  17. 8:00 Onboarding activities
  18. 8:20 Board Roles
  19. 8:40 Board Reports
  20. 8:50 Agenda Planning
    - a. Reading/Energize item for next meeting-Student Representatives
    - b. Board Notes for tonight's meeting-Student Representatives
    - c. Next Meeting or event:
      - i. Jan. 14, 2020 Regular Meeting 5:00 pm @ District Office
      - ii. Jan. 21, 2020 Special Meeting 5:00 pm @ District Office
      - iii. Jan. 28, 2020 Work Session 6:30 pm @ District Office

**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.



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21. 7:00 Meeting Debrief
    - a. How did we do on time?
    - b. Did we do our most important work first?
  22. Informational items
    - a. LCSD Budget reports
  23. Adjournment

Estimated duration of meeting is 2.5 to 3 hours    \*\*Updated 12/4/2019

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# SCHOOL BOARD MINUTES

## Regular Meeting

Nov. 12, 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 Nov. 12, 2019 at 5:03 p.m. and was held at the District Office. Directors Fiedler, Frykholm, McBride, Solomon and Superintendent Wyman were present. Director Contreras was absent and excused. Student representative Michaela Main was present. Student representative Michaela Sanchez was absent and excused.

**Preview Agenda**-No changes where needed.

**Reading or Energize item**- Stephane McBride provided a list of things that she has learned from being on the school board.

**Public Participation**- NA

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

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

motion carried 4-0.

The board recognized Stephanie McBride for her time on the school board and thanked her for her service.

**Action Items:** It was moved by Director Fiedler to certify the election results for three (3) board vacancies (Contreras 1,056 votes, Solomon 1,000 votes and Weston 973 votes) and Bond 4A with 1,240 for and 718 against votes cast.; thus, passing. Director McBride seconded the motion;

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

motion carried 4-0.

**Oath of Office and Swearing in of elected board members:** Noreen Flores issued the oath of office and swore in newly elected board members Danielle “Ellie” Solomon and Rodman “Rod” Weston Jr.

Director Solomon nominated Director Contreras for President of the School Board.

Director Fiedler seconded the motion;

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

motion carried 4-0.

Director Solomon nominated Director Frykholm for Vice President of the School Board.

Director Fiedler seconded the motion;

	Contreras	Fiedler	Frykholm	Solomon	Weston
Aye		X	X	X	X
Nay					

Absent X

motion carried 4-0.

Director Frykholm nominated Director Solomon for Secretary of the School Board.

Director Fiedle seconded the motion;

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

motion carried 4-0.

Director Solomon nominated Director Fiedler for Treasurer of the School Board. Director

Frykholm seconded the motion;

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

motion carried 4-0.

It was moved by Director Fiedler to approve Resolution NO. 20-07-Accreditation of

schools. Director Solomon seconded the motion;

	Contreras	Fiedler	Frykholm	Solomon	Weston
Aye		X	X	X	
Nay					
Absent	X				
Abstain					X

motion carried 3-0.

It was moved by Director Solomon to approve Resolution NO. 20-08-BEST Site Lease of the district that includes and BEST Sublease and BEST Site Lease. Director Fiedler seconded the motion;

	Contreras	Fiedler	Frykholm	Solomon	Weston
Aye		X	X	X	
Nay					
Absent	X				
Abstain					X

motion carried 3-0.

It was moved by Director Fiedler to approve Resolution NO. 20-09-BEST Authorization of bond matching funds. Director Solomon seconded the motion;

	Contreras	Fiedler	Frykholm	Solomon	Weston
Aye		X	X	X	X
Nay					
Absent	X				
Abstain					

motion carried 4-0.

It was moved by Director Fiedler to approve the Owners Representative-Dynamic Program Management for the BEST project. Director Solomon seconded the motion;

	Contreras	Fiedler	Frykholm	Solomon	Weston
Aye		X	X	X	X
Nay					
Absent	X				
Abstain					

motion carried 4-0.

It was moved by Director Solomon to approve Ground Engineering Consultants, Inc. for Geotechnical Engineering and Construction Material Testing Services for the BEST project. Director Fiedler seconded the motion;

	Contreras	Fiedler	Frykholm	Solomon	Weston
Aye		X	X	X	X
Nay					
Absent	X				
Abstain					

Aye		X	X	X	X
Nay					
Absent	X				
Abstain					

motion carried 4-0.

It was moved by Director Fiedler to approve Hord Coplan Macht, Inc. (HCM) for Design Services for the BEST project. Director Solomon seconded the motion;

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

motion carried 4-0.

It was moved by Director Solomon to approve the Superintendent flier from CASB.

Director Fiedler seconded the motion; approved with changes discussed.

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

motion carried 4-0.

**Student Representative Reports-** Michaela Main reported on the Student Senate working on student voter registration, supporting the DACA students, working to establish a Jr. High Senate and having the High School Senate be a hub for all groups at the high school.

A small break was taken and the meeting resumed.

**Superintendent Update-** Superintendent Wyman gave an update and spoke of having the C3EN meeting next week, continuing to work on the BEST grant and the Equity Compass visits that are going on this week throughout the district.

**Board Reports-** Board members gave their updates. Rod Weston, new board member, introduced himself and gave back ground about himself.

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

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

Director Weston seconded the motion; motion carried.

Meeting adjourned at 7:34 pm.

**ATTEST:**

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Ellie Solomon, Secretary

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Eudelia Contreras, President



Lake County School District R-1  
Employee Status Report  
December 10, 2019

12/3/2019

**Certified Staff**

**Recommended for Hire**

<b>Name</b>	<b><u>Assignment</u></b>	<b><u>Degree</u></b>	<b><u>License- Endorsement</u></b>	<b><u>Experience</u></b>
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**Transfers**

<b><u>Name</u></b>	<b><u>Current Assignment</u></b>	<b><u>Transfer Assignment</u></b>	<b>Location</b>	<b><u>Effective</u></b>
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**Resignations/Terminations**

**Lake County School District R-1  
Employee Status Report  
December 10, 2019**

12/3/2019

**Support Staff/Classified**

**Recommended for Hire**

Chavez, Esperanza	Substitute Cook	District
De La Rosa, Karina	Substitute Cook	District
Kerrigan, Trevor	Substitute Teacher	District
Mallozzi, Carrie	Substitute Teacher	District
Rafferty, Edwin	Substitute Teacher	District
Rudy, Gwen	Substitute Teacher	District
Sansone, Kerry	Substitute Teacher	District
Sterling, Kristel	Substitute Teacher	District
Tufte, Hara	Substitute Teacher	District

**Transfers**

<b><u>Name</u></b>	<b><u>Current Assignment</u></b>	<b><u>Transfer Assignment</u></b>	<b><u>Effective</u></b>
Garza, Mariah	Full-Time Cook - High School	Part-Time Cook	District
Rea-Ortega, Jessica	Custodian - Pitts	Custodian - LCIS	11/4/2019
Rios, Norma	Part-Time Cook	Full Time Cook	
Romero Loya, Laura	Substitute Teacher - District	Temporary SPED Paraprofessional	11/4/2019

**Leave of Absence**

**Resignations/Terminations**

Fogarty, Jim	IT Specialist	District	12/20/2019
Ward, Emily	PreK Teacher	The Center	9/18/2019

\_\_\_\_\_  
Eudelia Contreras, President

\_\_\_\_\_  
Ellie Solomon, Secretary

Lake County School District R-1  
Employee Status Report  
December 10, 2019

12/3/2019

**Certified/Staff**

7-12 School Behavioral Health Prevention Specialist

LCHS

**Classified/Support Staff**

Substitute Teachers  
Bus Drivers  
Pre-K Substitute Teachers  
Custodians

District  
District  
The Center  
District

**Coaches/Athletics**

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

MS Assistant Volleyball

MS Assistant Volleyball

## West Park Elementary Project Progress Update #1 December 10<sup>th</sup>, 2019

### Overall Schedule

- Design: November 2019 – Summer 2020
- Construction: Summer 2020 – Fall/Winter 2021

### Overall Budget

Total Budget	Amount Committed	Spent to Date	Est. Local Expenditures
\$ 34,676,114	\$ 2,375,298	\$ 0	\$ 0

### Recently Completed

- **Procurement**
  - Construction Contractor - FCI Constructors
  - Commissioning Agent – PCD Engineering
- **Design**
  - Design Advisory Group (DAG) formed
  - DAG meetings #1, #2 & #3
  - DAG School Tours on Front Range
  - Pull Planning Scheduling Session
  - User Group Meetings

### In Progress

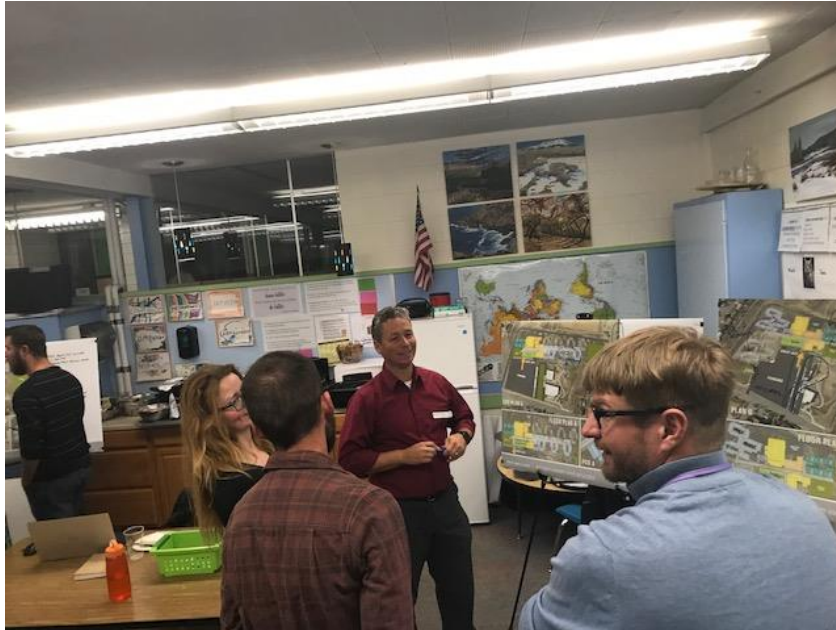
- **Procurement**
  - Environmental Consultant - proposals due 11.25.19, in review
- **Design**
  - Schematic Design thru mid-January
  - Continued DAG group meetings
  - Continued User Group Meetings

### Upcoming

- **Bond Sale Closing**
- **Procurement**
  - Abatement Contractor
  - FF&E Vendor
  - Moving Company

- Technology
- **Design**
  - Contractor Estimates of Schematic Design Documents
  - Continued coordination with utility providers

### PHOTOS



DAG Meeting #1



DAG Meeting #2

## School Tours









1. What are we trying to do?

Provide a stable and reliable technology environment for day-to-day operations, as well as classroom tech for students, and have staff engaged in its use

2. How are we trying to do it?

Procurement, deployment and refresh of technology, improvements in infrastructure. Training on tech.

3. At any given moment, how will we know if we're on track?

Things just run a certain way, more smoothly, when it comes to the service side. There is a stability to the network.

As for classroom tech, that's a little harder to say. We are discussing this at present.

4. If we're not on track, what are we going to do about it?

Get on track



# Lake County School District R-1

## RESOLUTION NO. 20-10

A RESOLUTION OFFICIALLY CERTIFYING THE LEVY OF THE LAKE COUNTY SCHOOL DISTRICT R-1 FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2020 (1/2 Fiscal Year 2019-2020 and 1/2 fiscal year 2020-2021) TO THE BOARD OF COUNTY COMMISSIONERS

WHEREAS, Section 39-5-128 (1), C.R.S. requires that Lake County School District R-1 certify its 2020 levy to the Board of County Commissioners of Lake County no later than December 15; and

WHEREAS, Section 3-10-114 (I) (a) (I) (B), C.R.S. which authorizes school districts to certify an Abatement and Refund Mill Levy in order to recover abatement of taxes.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF EDUCATION, LAKE COUNTY SCHOOL DISTRICT R-1:

Section 1. Pursuant to section 39-5-128 (1), C.R.S., as amended, the Lake County School District R-1 hereby certifies the Board of County Commissioners of Lake County that the School District's 2020 levy on all taxable property within the County shall be as follows:

Regular Mill Levy	23.469 mills	\$5,656,337
Authorized override	2.770 mills	\$667,606
Bond Redemption Fund	7.900 mills	\$1,904,004
Abatement	0.000 mills	\$0
Total Mill Levy	34.159 mills	\$8,232,767

Section 2. Business Services is directed to deliver a certified copy of this Resolution to the Board of County Commissioners of Lake County no later than December 15, 2019.

ADOPTED the 10<sup>th</sup> day of December 2019.

LAKE COUNTY SCHOOL DISTRICT R-1

\_\_\_\_\_  
Eudelia Contreras, President

\_\_\_\_\_  
Ellie Solomon, Secretary



November 25, 2019



## CONTRACT COVER LETTER

Attention: Paul Anderson, CFO  
**Lake County School District**  
328 West 5<sup>th</sup> St.  
Leadville, CO 80461

**Project:** West Park Elementary School Replacement Project  
**Contractor:** FCI Constructors, Inc.  
**Address:** 3070 I-70 Business Loop, Building A, Grand Junction CO 81504  
**Contract Form/Type:** Legal Reviewed, Modified AIA A132-2009 & AIA A201-2007  
**Signature Needed:** Wendy Wyman, Superintendent and/or School Board President

**Scope Summary:** Construction Manager/General Contractor for West Park Elementary

**Cost for Services:** \$124,000 for preconstruction services. Guaranteed Maximum Price to follow for construction cost per contract

**Proposed Schedule:** October 2019 - September 2021

Sincerely,  
Dynamic Program Management

Colleen Kaneda  
Principal, Senior Project Manager



# AIA<sup>®</sup> Document A133<sup>™</sup> – 2009

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the 9th day of November in the year 2019  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status and address)

Lake County School District R-1  
328 West 5<sup>th</sup> Street  
Leadville, CO 80461

and the Construction Manager:  
(Name, legal status and address)

FCI Constructors, Inc.  
3070 I-70 Business Loop, Building A  
Grand Junction, CO 81504

for the following Project:  
(Name and address or location)

West Park Elementary School Replacement Project  
130 West 12<sup>th</sup> Street  
Leadville, CO 80461

The Architect:  
(Name, legal status and address)

Hord Coplan Macht  
1800 Wazee Street, Suite 450  
Denver, CO 80202

The Owner's Designated Representative:  
(Name, address and other information)

Dynamic Program Management  
Post Office Box 726Eagle, CO 81631

The Construction Manager's Designated Representative:  
(Name, address and other information)

Marc Litzen, Project Manager  
FCI Constructors, Inc.  
3070 I-70 Business Loop, Building A  
Grand Junction, CO 81504

### **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.

AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

The Architect's Designated Representative:  
*(Name, address and other information)*

Matt Porta, Principal  
Hord Coplan Macht  
1800 Wazee Street, Suite 450  
Denver, CO 80202

The Owner and Construction Manager agree as follows.

Init.

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## TABLE OF ARTICLES

1	GENERAL PROVISIONS
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5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
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8	INSURANCE AND BONDS
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12	SCOPE OF THE AGREEMENT

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. The Contract Documents as herein defined are sometimes referred to herein as the "Prime Contract."

#### § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests and as is consistent with reasonable professional skill and care and the orderly progress of the Project. All such time periods and deadlines are of the essence. The Construction Manager warrants that the services shall be performed in a good and workmanlike manner and shall be suitable and fit for the purposes for which they are intended. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 1.3 General Conditions

The parties expressly acknowledge that the General Conditions are set forth in AIA Document A201™-2007, General Conditions of the Contract for Construction, as amended and supplemented by Owner, adopted by the parties the date hereof and referred to herein as "A201-2007." Where reference is made in this Agreement to a provision of A201-2007, or other Contract Document, the reference refers to that provision as amended or supplemented by the

Owner. For the Preconstruction Phase, A201–2007 shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

## **ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager is expected to be reasonably familiar with local building codes and requirements, and to bring to the Owner's and Architect's attention any discrepancy or compliance issue Construction Manager suspects or becomes aware of during the course of the Project.

### **§ 2.1 Preconstruction Phase**

**§ 2.1.1** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 2.1.2 Consultation**

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

**§ 2.1.3** When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

**§ 2.1.3.1** The Project Schedule is attached hereto as Exhibit A and shall not be modified without prior authorization of the Owner.

#### **§ 2.1.4 Phased Construction**

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

#### **§ 2.1.5 Preliminary Cost Estimates**

**§ 2.1.5.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 2.1.5.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement

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and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall promptly inform the Owner and Architect if estimates of the Cost of the Work exceed or are anticipated to exceed the latest approved Project budget and make recommendations for corrective action in writing

#### **§ 2.1.6 Subcontractors and Suppliers**

The Construction Manager shall develop bidders' interest in the Project.

The Construction Manager shall establish a process, to be reviewed and approved by the Owner, to qualify a list of local subcontractors provided by the Owner and will use its commercially reasonable best efforts to provide those subcontractors opportunities to bid on Work associated with the Project. As working drawings and specifications are completed, Construction Manager will establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Construction Manager will prepare scope packages for each trade which clearly identify the bid scope, including general conditions items such as cleanup and safety. Construction Manager will review scope packages with the Owner and Architect prior to issuing same to subcontractors. For those trades in which the Construction Manager has the qualified ability to self-perform the work, bids from the Construction Manager for self-performed work must be submitted to the Owner, Owner's Representative and Architect a minimum of 24 hours prior to bid deadline for subcontractors to be considered for award. Construction manager will analyze all bids and prepare; (1) a bid matrix and scoring method (approved in advance by the Owner), (2) written bid analysis, (3) review bids and bid analysis with the Owner and Architect, (4) make recommendations for contract awards, and (5) award subcontracts.

The subcontractor selected for an award will be the subcontractor whose bid, as presented in the response to the bidding documents, is the most advantageous to the District. The District is not bound to accept the lowest priced bid if that proposal is not in the best interests of District as determined by District.

**§ 2.1.7** The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them. Notwithstanding the foregoing, Construction Manager acknowledges that Owner is a public, tax exempt entity and Construction Manager shall work with Owner to avoid the payment of taxes when possible.

#### **§ 2.1.8 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager shall use reasonable commercial care to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect or Owner may require.

- For any Work that is specified as design build systems by the Architect (e.g. Fire Sprinkler, Fire Alarm, etc...) The Construction Manager is required to ascertain that its subcontractors' drawings and specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

#### **§ 2.1.9 Notices and Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.



## **§ 2.2 Guaranteed Maximum Price Proposal and Contract Time**

**§ 2.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. It is the intent that the Guaranteed Maximum Price in the proposal shall be established at the completion of design development when the construction documents substantially define the intent of the scope and shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

**§ 2.2.2** To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 2.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price, mutually agreed to by the Owner and Construction Manager.

**§ 2.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency in an amount to be accepted and approved by the Owner, for the Construction Manager's use to cover errors and omissions from the 100% Construction Document pricing with prior authorization from the Owner .

- .1 The Contractor's Contingency portion of Contractor's Soft Costs and Fee is a lump sum provided within the Guaranteed Maximum Price for the Contractor's use during the Preconstruction Phase in protecting the Guaranteed Maximum Price from estimating errors and the market conditions at the time of Subcontractor bidding. As it is not provided for the Contractor's unlimited access and use during the Construction Phase, it shall be reduced to the lump sum obtained by using the percentage shown for this purpose at the Construction Phase in Exhibit "A" – Contractor's Soft Costs and Fee, or if no percentage is shown therein, to zero (0) at Notice to Proceed with the Work.
- .2 Under no circumstances is the Contractor's Contingency to be used by the Owner for increases in the scope, quality or quantity of the Work; nor by the Contractor for correcting nonconforming Work; Work items discovered during the Construction Phase not to be coordinated among the Subcontractor's scope of work due to an oversight of the Contractor; or similar Contractor's errors or omissions.
- .3 Contractor's access to the Contractor's Contingency shall be approved in writing on a per instance basis by the Owner if it complies with the above requirements, such approval not to be unreasonably withheld.

**§ 2.2.5** The Construction Manager and applicable subcontractors as deemed appropriate by the Owner and Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal or portions thereof. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both that are acceptable to Owner.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information, clarifications, inclusions and exclusions outlined in Section 2.2.3 upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. Notwithstanding the foregoing, Construction Manager acknowledges that Owner is a public, tax exempt entity and Construction Manager shall work with Owner to avoid the payment of taxes when possible.

§ 2.2.10 Costs associated with conformance with the Colorado Department of Education BEST Grant Program shall be covered by the Guaranteed Maximum Price.

### § 2.3 Construction Phase

#### § 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date the Construction Manager receives a construction building permit from the applicable jurisdictional authority and a written Notice to Proceed with the Work as stated in Article 2.3.1.2.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price ("GMP") proposal and the Owner's issuance of a Notice to Proceed.

#### § 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. Notwithstanding the foregoing, Construction Manager represents that it has sufficient personnel with expertise to render services under this Contract for completion of the Project. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain at least three (3) "Qualified" bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Owner. A Qualified bid is a bid that meets the criteria established collectively by the Construction Manager and the Owner as outlined in Section 2.1.6. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which Qualified bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. **The Construction Manager shall provide the Owner with a list of proposed subcontractors during the bidding process. The Owner shall have the right to disapprove at its discretion subcontractors proposed by the Construction Manager. If the Owner disapproves any Subcontractors, the Construction Manager shall obtain another Subcontractor bid so as not to have less than three (3) Subcontractors providing bids, unless approved by the Owner, for the respective portion of the Work.**

§ 2.3.2.2 Intentionally deleted.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive

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the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

**§ 2.3.2.4** If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

**§ 2.3.2.5** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. During the Construction Phase meetings shall be held weekly with the Owner and Architect or at a frequency mutually agreeable to the Owner and Construction Manager based on reasonably appropriate to the phase of Construction. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

**§ 2.3.2.6** In conjunction with the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

**§ 2.3.2.7** The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available with reasonable promptness to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

**§ 2.3.2.8** The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its ongoing reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

**§ 2.3.2.9 Project Scheduling and Reporting.**

**2.3.2.9.1** Contractor shall carry out the Work in accordance with the Project Schedule so as to ensure Final Completion of the Project. "Final Completion" of the Project under this Agreement shall mean 100% completion of each and every element of the Work in conformity with the Contract Documents. The term "Date of Final Completion" shall mean the date on which Final Completion is guaranteed.

**2.3.2.9.2** Owner and Contractor shall hold weekly meetings at the Site throughout construction of the Project to thoroughly discuss the progress and status of Work planned. Contractor and Owner, as deemed necessary by the Owner, shall also hold monthly meetings at the Site (or at another location reasonably acceptable to Owner and Contractor) throughout construction of the Project to thoroughly discuss the progress of the Work, and such meetings shall be attended by Contractor's Representative, by Owner's Representative, and by such additional representatives of each party as they deem necessary or appropriate.

**2.3.2.9.3** Contractor shall prepare and submit, with each monthly application for payment, a schedule for the execution of the Work for Owner's review and response. The Project Schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from Owner. The schedule shall contain detail appropriate for the Project, including (1) the effective date of the Contract, (2) key milestones for project submittals, (3) the date of commencement of the Work, (4) interim schedule milestone dates, (5) an apportionment of the Work by construction activity; and (6) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Project. The Project Schedule shall be incorporated into the Guaranteed Maximum Price proposal and must show a reasonable critical path in adequate detail to track the detail of every critical and major element of the Project. The Construction Phase of the Project Schedule must also incorporate the sequencing and interrelationship between each of the trades. Under no circumstance shall the Date of Final Completion be adjusted without an executed Change Order.

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2.3.2.9.4 The Contractor shall also prepare a three- (3-) week look ahead schedule each week for review with the Owner, focusing on the in-depth detail of the upcoming weeks activities in a manner that reflects the planned day-to-day activities.

#### **§ 2.4 Professional Services**

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

#### **§ 2.5 Hazardous Materials**

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### **ARTICLE 3 OWNER'S RESPONSIBILITIES**

#### **§ 3.1 Information and Services Required of the Owner**

**§ 3.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

**§ 3.1.2** Owner represents that prior to the execution of the Guaranteed Maximum Price Amendment, an amount of money equal to or in excess of the Guaranteed Maximum Price will be appropriated for all payments to be made to Construction Manager pursuant to this Agreement. Owner further represents that no change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated, will be approved or made by Owner unless Construction Manager 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 this Agreement.

**§ 3.1.3** 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 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 3.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise reasonable diligence and critical judgment in the review of such information, reports, surveys, drawings and tests prior to proceeding with any work or activity based upon the same, and shall exercise proper precautions relating to the safe performance of the Work.

**§ 3.1.4.1** The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 3.1.4.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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.

**§ 3.1.4.3** The Owner, when such services are reasonable and necessary and requested, 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.

**§ 3.1.4.4** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

### **§ 3.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall seek prompt approval or authorization from the Owner and render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 3.2.1 Legal Requirements.** 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.

*(Paragraphs deleted)*

### **§ 3.2.2 Owners Representative.**

The Owner designates the Owner's Representative as noted in Section 3.2 as follows:

Dynamic Program Management

## **ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

### **§ 4.1 Compensation**

**§ 4.1.1** For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

**§ 4.1.2** For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:  
*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

The fee for preconstruction services is \$124,000.00 (One Hundred Twenty Four Thousand dollars)

**§ 4.1.3** If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services may be equitably adjusted.

**§ 4.1.4** Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

*(Paragraphs deleted)*

## **ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 5.1** For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

**§ 5.1.1** The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

Construction Manager's Fee for this Contract is 3% of the Cost of the Work at the time of proposal and shall be converted to a lump sum at the Guaranteed Maximum Price presentation. The Construction Manager's Fee shall be calculated as a straight multiplication on the total contract value less fee.

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General Conditions shall be a GMP within the GMP per Exhibit A.

§ 5.1.1.1 This amount shall remain the lump sum amount unless adjusted by Change Order.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

5.1.2.1 For additive changes to the Guaranteed Maximum Price as established in the Guaranteed Maximum Price Amendment, Construction Manager's Fee will be increased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price, pursuant to the provisions of the Article 7 of the General Conditions.

5.1.2.2 For deductive changes to the Guaranteed Maximum Price as established in the Guaranteed Maximum Price Amendment, Construction Manager's Fee will be decreased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price, pursuant to the provisions of Article 7 of the General Conditions.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

The maximum percentage for subcontractor change order markup above actual cost for labor, equipment and materials is 5% for the Construction Manager and 10% for subcontractors. This includes Construction Manager, subcontractor and material vendors/suppliers per Exhibit A..

§ 5.1.4 Rental rates for Construction Manager-owned equipment has been provided in Exhibit A.

§ 5.1.5 Unit prices, if any are outlined in AIA A133-2009 Exhibit A:

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
See Exhibit A		

## § 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

*(Insert specific provisions if the Construction Manager is to participate in any savings.)*

All savings below the Guaranteed Maximum Price shall remain with the Owner. No change in the Work or the materials or labor utilized in connection therewith shall be the basis for an addition to the Guaranteed Maximum Price or the Construction Manager's Maximum Fees unless and until same has been authorized and approved in writing by the Owner, which approval shall not be unreasonably withheld.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents. The Date of Substantial Completion shall not be adjusted for a change in the Work unless the Construction Manager demonstrates to the Owner's reasonable satisfaction, in the Owner's sole discretion, that the change in the work will affect the critical path of the Construction Manager's schedule outlined in Exhibit A of AIA A133-2009..

§ 5.2.3 Construction Manager shall prepare a detailed cost breakdown of the Guaranteed Maximum Price based on the Drawings provided by the Architect and shall update this cost breakdown throughout the project subject to Owner's approval of any Change Orders. The Cost breakdown should be in the Standard Construction Specifications Institute ("CSI") MasterFormat.

## § 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General

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Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

Changes in the Work shall not be the basis of an addition to the Guaranteed Maximum Price or the Construction Manager's Fee unless and until such change has been approved authorized by a Change Order executed and issued in accordance with the Contract Documents.

**§ 5.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

**§ 5.3.3** In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 5.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

**§ 5.3.5** If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## **ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 6.1 Costs to Be Reimbursed**

**§ 6.1.1** The term Cost of the Work shall mean costs necessarily and actually incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

**§ 6.1.2** Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

### **§ 6.2 Labor Costs**

**§ 6.2.1** Wages and hourly rates of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. This direct work shall be based on actual costs to the Construction Manager including such benefits, if any, as may be payable to the construction worker with respect thereto.

**§ 6.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and for Construction Manager's project management and reasonable administrative support whether performed at the site or in the Construction Manager's offices with the Owner's prior approval, all at the fixed rates as provided in Exhibit A– Billable Rates.

*(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

**§ 6.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 It is expressly agreed that bonuses, profit sharing, incentive compensation, and any other discretionary payments paid to anyone hired by the Construction Manager or paid to a Subcontractor or vendor shall *NOT* be included in Labor Costs.

### § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Agreement.

### § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall be properly placed and stored by Construction Manager at a location designated by the Owner, and shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value. Contractor will provide to the Project a full stock of most commonly used small tools (All tools worth less than \$500 each; drills, saws, screw guns, brooms, wheel barrows, shovels, etc.). These tools will be furnished at no cost to the Project but should one need replaced; it will be a direct cost to the Project unless the tool was damaged purposely or carelessly by contractor or stolen from the Project location. Consumables such as drill bits, saw blades, powder actuated loads, winter fuel fittings and hose, oxygen, acetylene, etc. will be a direct cost to the Project at a rate at least ten percent (10%) less than any available rental source (see attached Contractor Standardized Rental Rates). Tool rent is only to be charged for the time the tool is in use and reasonably required on the job site. Contractor tool rental is subject to Owner audit at any time.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rates and quantities of equipment rented shall be competitive and subject to the Owner's prior approval and shall be at or below rental rates consistent with those prevailing in the area. Provided, however, with respect to rental of Construction Manager's own equipment, such rental rates shall not exceed one hundred percent (100%) of the current A.E.D Manual charges, without the Owner's prior approval, and in no event shall the total of such rental charges exceed the depreciated fair market value of the piece of equipment when first utilized on the job. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval. Rental rates for equipment are provided in Exhibit A – Equipment Rental Rate Schedule.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

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§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

#### § 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

Insurance costs shall include (a) the attributable portion of premiums for Construction Manager's General Liability Insurance fixed at actual costs for this insurance to the Construction Manager's Corporate Offices without overhead and profit; and (b) if required by the Owner, the attributable portion of premiums for Construction Manager to furnish labor, material and performance bond shall be at actual costs for this insurance to the Construction Manager's Corporate Offices without overhead and profit, and (c) as required by the Owner, Builder's Risk insurance shall be at actual cost for this insurance to the Construction Manager's corporate offices without overhead and profit. Insurance costs shall be included and set in the Exhibit A..

§ 6.6.2 Unavoidable sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay. Owner will pay the fee for the building permit directly. Construction Manager shall be responsible for all other permits and associated fees and assessments.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Not used.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

*(Paragraph deleted)*

§ 6.6.7, § 6.6.8 Not used.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.6.10 The Cost of Work shall include a fixed fee for all costs in CSI's MasterFormat Division 1 "General Requirements."

#### § 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Not used.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

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## **§ 6.8 Costs Not To Be Reimbursed**

**§ 6.8.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .6 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .7 Costs for services incurred during the Preconstruction Phase;
- .8 Costs of General Requirements in excess of those outlined in Section 6.6.10 above; and
- .9 Costs due to the negligence or failure of the Construction Manager, Subcontractors, and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract.

## **§ 6.9 Discounts, Rebates and Refunds**

**§ 6.9.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 6.9.2** Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **§ 6.10 Related Party Transactions**

**§ 6.10.1** For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

**§ 6.10.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

## **§ 6.11 Accounting Records**

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be maintained in accordance with generally accepted accounting principles, consistently applied, and shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by

law. Failure to provide such access within ten (10) days of request therefore shall constitute a material default hereunder.

## **ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

### **§ 7.1 Progress Payments**

**§ 7.1.1** This Project is funded through a combination of District private equity bonds and Building Excellent Schools Today (BEST) Grant funds by the Colorado Department of Education (CDE). Prior to the submission of the first Application for Payment, Construction Manager will submit to the Division of Public School Capital Construction Assistance a completed Federal Form W-9.

Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

**§ 7.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the *(Paragraphs deleted)* month:

The Construction Manager shall, during the last week of each month, meet with the Architect, Project Manager and Owner, and/or other parties designated by the Owner, to review and approve an itemized draft indicating the total estimated value of the Work completed through the end of the current calendar month including the value of all material and equipment suitable stored at the jobsite or other approved location. Such draft shall set for the dollar amounts of completion of each part of the Work, including a prorated share of the Construction Manager's Fee less applicable retention. The approved draft will then be formalized into an Application for Payment and will be submitted to the Owner for processing.

**§ 7.1.3** Notwithstanding anything to the contrary in the Contract Documents, because the Project is partially funded by the CDE BEST Grant Program, all requests for payment must be submitted to and will be processed and paid by CDE in accordance with its procedures. Requests for payment will be submitted on CDE Form CC-06 through the Owner. The Contractor agrees to cooperate with the Owner in assembling all information necessary to file the form, including without limitation, back-up or supporting documentation. Assuming that the necessary information and documentation are timely submitted by the Contractor and the Architect to the Owner, it is anticipated that payments will be made monthly and within 45 days of the time the CC-06 is filed with CDE. The Contractor shall provide the Division of Public School Capital Construction Assistance with a completed Federal Form W-9 upon submission of the Contractor's first request for payment.

**§ 7.1.4** With each Application for Payment, the Construction Manager and subcontractors shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, subcontractor lien waivers, proof of payment to subcontractors for amounts submitted under previous pay applications, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

**§ 7.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner may require. This schedule, unless objected to by the Architect and Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 7.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager’s Fee. The Construction Manager’s Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent ( 5 %) based on the phases agreed upon during the preconstruction phase *If the Owner finds that satisfactory progress is being made in any phase of the contract, it may, upon written request by the contractor, authorize final payment from the withheld percentage to the contractor or subcontractors who have completed their work in a manner finally acceptable to the public entity. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.*
- ;
- .5 Subcontract retainage of five percent ( 5 %) from that portion of the Work that the Construction Manager self-performs based on the phases agreed upon during the preconstruction phase;
- .6 Subtract the aggregate of previous payments made by the Owner;
- .7 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .8 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, and/or other amounts about which there is a legitimate dispute as to whether payment is due.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner’s prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager’s Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner. The Owner reserves the right to withhold payments at any time regardless of the Architect’s recommendations.

## § 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;

- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment
- .3 a final Certificate for Payment has been issued by the Architect; and
- .4 final lien waivers have been issued by the Construction Manager and all Subcontractors

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 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.

N/A

**§ 7.2.2** The Owner’s auditors will review and report in writing on the Construction Manager’s final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner’s auditors report to be substantiated by the Construction Manager’s final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner’s auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

**§ 7.2.3** If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

**§ 7.2.4**

**ARTICLE 8 INSURANCE AND BONDS**

**§ 8.1** For all phases of the Project, the Construction Manager shall purchase and maintain the insurance required by Article 11 of AIA Document A201–2007 in the following amounts:

(TYPE OF INSURANCE ALL LIMITS IN THOUSANDS)

Commercial General Liability

- Premises/Operations General Aggregate (Per Project) \$2,000
- Products/Completed Operations Products Comp/OPS Aggregate \$2,000
- Contractual Personal & Advertising Injury \$1,000
- Independent Contractors Each Occurrence/Combined \$1,000
- Broad Form Property Damage Single Limit (BI/PD)
- Personal Injury
- Explosion/Collapse/Underground (XCU)

Automobile Liability

- Any Auto or All Owned Autos Bodily Injury (Per Person) \$2,000
- Hired Autos Bodily Injury (Per Accident) \$2,000
- Non-Owned Autos Property Damage \$2,000

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or Combined Single Limit \$2,000

Umbrella or Excess Liability Per Project Aggregate All Subcontractors \$2,000 -\$5,000, depending on general contractor's assessment of risk

Workers' Compensation (Coverage A) Coverage A – Statutory  
Employer's Liability (Coverage B) Coverage B – \$500 (Each Accident)  
\$500 (Disease - Policy Limit)  
\$500 (Disease - Each Employee)

Errors and Omissions (when any design or professional services of any type is supplied) Per Occurrence/Claim \$1,000  
Aggregate with 3 Year Tail if Claims Made \$1,000

*(Table deleted)*

#### **ARTICLE 9 DISPUTE RESOLUTION**

**§ 9.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

**§ 9.2** For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

#### **§ 9.3 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

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## ARTICLE 10 TERMINATION OR SUSPENSION

### § 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than thirty (30) days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007, except that Construction Manager may not cease performance of the service in the middle of any payment dispute.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

### § 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

### § 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

### § 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### § 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### § 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager 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. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

Notwithstanding anything contained in this paragraph or elsewhere in the Contract Documents to the contrary, Construction Manager acknowledges that in order to secure financing for the Work, Owner has assigned to the State of Colorado and a Trustee the right to enforce this Agreement against Construction Manager and Construction Manager hereby consents to said assignment.

### § 11.5 Other provisions:

§ 11.5.1 Any written notices hereunder directed to Owner, the Owner's Representative or the Architect may be served to the Owner, Owner's Representative or the Architect by the means stated in 11.5.2 at:

Owner:

Lake County School District  
328 West 5<sup>th</sup> Street  
Leadville, CO 80461

Owner's Representative:

Dynamic Program Management  
Post Office Box 726  
Eagle, CO 81631

Architect:

Hord Coplan Macht  
1800 Wazee Street, Suite 450  
Denver, CO 80202

Any notices directed hereunder to Construction Manager may be served on its Project Manager, Dynamic Program Management in accordance with the requirements of Section 11.5.2.

§ 11.5.2 **Notice:** All notices or other communications required or permitted hereunder shall be in writing, and shall be sent certified mail, postage prepaid, return receipt requested, or telegraphed, delivered or sent by telex, telecopy or cable and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of



the person to receive such notice' (ii) if mailed, four (4) business days after the date of posting by the United States Post Office; (iii) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid; or (iv) if given by telex or telecopy when sent. Any notice, request, demand or direction or other communication sent by cable, telex, or telecopy must be confirmed within forty eight (48) hours by letter, mailed or delivered in accordance with the foregoing.

§ 11.5.3 Construction Manager shall provide staffing at or exceeding the levels proposed during the Request for Qualifications and Proposal process and shall not change any personnel involved with the project or associated levels of commitment without prior written approval by the Owner.

§ 11.5.4 Attorney's Fees: If either party to this Agreement engages legal counsel to enforce any terms or conditions of this Agreement, the initiation of any legal proceedings or the defense thereof including any appeals, the prevailing party shall be entitled to prompt payment and reimbursement in full for all of its attorney's fees, costs and expert witness fees.

§ 11.5.5 Staff Commitment: The proposed staff including Construction Manager's Project Manager- Marc Litzen will be committed to the project for the duration and will not be reassigned without the Owner's prior written approval.

§ 11.5.6 The Construction Manager will work in an "Open Book" and "collaborative process" with the entire team throughout the duration of the Project.

§ 11.5.7 The Guaranteed Maximum Price ("GMP") shall be calculated based on the following allowable costs and markups:

11.5.7.1 Direct scope of work at actual costs.

11.5.7.2 General Conditions at direct cost with a Not-to-Exceed value as finalized within the GMP. The only changes to the General Conditions will be within an authorized Change Order executed and issued in accordance with the Contract Documents.

11.5.7.3 Construction Manager's Fee will be adjusted as a percentage of contract value at the time of the proposal later converted to a lump sum.

§ 11.5.9 Not Used

§ 11.5.10 Allowances for direct work included within the GMP will include all Labor, Material and Equipment, taxes and subcontractor's fees. All Allowances shall be substantiated with documentation from contractors, subcontractors and sub-subcontractor including invoices for payment from material suppliers if requested by the Owner's Representative. Reconciliation of Allowances shall recognize appropriate adjustments to the Fee, however will not allow for General Conditions adjustments.

§ 11.5.11 Owner requested Alternates shall include adjustment for Fee based on dollar volume and General Conditions if and only if the Alternate substantively affects the schedule beyond the terms of this Agreement. Construction Managers Voluntary Alternates must include all related costs, including impacts to the design and Owner's other costs that may be a result of implementation.

§ 11.5.12 In the event that the Construction Manager prefers to perform direct Work with their own labor, they may secure this work through a competitive process approved by the Owner.

§ 11.5.13 It is the intent that the Owner retains the selected Construction Manager for the preconstruction and construction phases. However, the Owner reserves the right to competitively bid the Project or to negotiate with another Construction Manager if the Owner so chooses, based on but not limited to the Owner's comfort with the working relationship, the proposed amount of local involvement, the proposed cost and/or the schedule prior to the start of construction.

§ 11.5.14 Construction Managers fee will be set and adjusted in accordance with Article 5

§ 11.5.15 Not Used

§ 11.5.16 One hundred percent (100%) of the project/value engineering savings shall accrue to the Owner.

§ 11.5.17 The Owner has retained Dynamic Program Management as the Owners Representative. The Construction Manager shall fully cooperate with the Owner and the Owner's Representative.

§ 11.5.18 The Construction Manager shall:

§ 11.5.18.1 Prepare and update a consolidated project schedule on a weekly basis until Substantial Completion and provide copies to the Owner, the Owner's Process Manager, and the Architect as soon as the schedule is prepared.

§ 11.5.18.2 Support value-engineering efforts to reduce costs and to identify reasonable equivalent materials and supplies.

§ 11.5.18.3 Support Owner in meeting requirements imposed upon the Owner for disbursement of grant and bond allowances.

§ 11.5.18.4 Conduct weekly construction meetings, until Substantial Completion, with all Subcontractors and any other necessary Project participants and include the Owner, Architect and Owner's Process Manager and develop and distribute minutes of all such meetings, and:

§ 11.5.18.5 Participate in weekly Project meetings conducted by the Owner's Representative and develop and distribute meeting minutes..

§ 11.5.19 Construction of Owner's Work will not interfere with Owner's or Owner's occupants' activities in, or use or enjoyment of, the Building;

§ 11.5.20 Construction Manager will cooperate with other contractors in the buildings to ensure harmonious working relationships, including, without limitation, coordinating with other contractors in the buildings, trash removal and water and utility usage.

§ 11.5.21 Construction Manager will leave all Common Areas in a neat, clean, orderly and safe condition at the end of each day during construction of Owner's Work.

§ 11.5.22 Construction Manager will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this document.

§ 11.5.23 The Construction Manager shall maintain an accurate set of as-built drawings at the site. At the completion of the Work, the Construction Manager shall certify by signing on them that each of the as-built drawings and specifications are complete and accurate. No later than thirty (30) days after Substantial Completion of Owner's Work and prior to application for Final Payment, and as a condition to its approval by the Architect and Owner, the Construction Manager shall transfer the job site as-built drawings, arranged in proper order, indexed and certified as accurate to the Architect for transmittal to the Owner. The Construction Manager will not be responsible for transferring to the as-built documents any addenda, clarifications or changes documented by the consultants.

§ 11.5.24 Any purchased materials remaining after completion of the subject portion of Owner's Work (for example, extra paint, wall coverings or carpet) will be given by Construction Manager to Owner for use in subsequent repairs. Materials should be labeled, sealed, boxed and protected as appropriate to ensure the materials remain in good condition.

§ 11.5.25 Not Used

§ 11.5.26 Not Used

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**§ 11.5.27** If requested by the Owner, the Construction Manager will furnish Owner with sworn Construction Manager's statements, Construction Manager's affidavits and partial and final waivers of lien, in such form and content as Owner may require, in order to establish that the cost of all labor, services and materials furnished in connection with Owner's Work has been paid in full and to keep the Premises free from all liens and claims.

**§ 11.5.28** Construction Manager and Owner acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Construction Manager or Owner, unless (i) required by law, including to comply with lawful request under the Colorado Open Records Act C.R.S. §§24-72-201, et seq., as amended, and other applicable laws, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

**§ 11.5.29** Construction Manager agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Owner's employees or use Owner's name in connection with any sales promotion or publicity event without the prior express written approval of Owner.

**§ 11.5.30** Construction Manager agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations. Construction Manager shall also abide at all times by 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's property. The Construction Manager shall at all times strictly enforce this prohibition among its own employees and its consultants and their employees.

**§ 11.5.31** Upon Substantial Completion and for a period of 15 calendar days thereafter the Construction Manager will replace burned out light bulbs at no cost to the Owner. Owner acknowledges that Construction Manager is not responsible to re-lamp usable working bulbs in permanent light fixtures.

**§ 11.5.32** The Construction Manager shall provide notification within 72 hours after becoming aware of the basis of any request for change. The Construction Manager shall develop and submit pricing of proposed changes within seven (7) days after a solution has been provided. The Owner shall provide a written response to the Construction Manager's proposal within ten (10) business days of the Owner's receipt of the Construction Manager's submission.

**§ 11.5.33** Not Used.

**§ 11.5.34** The Construction Manager shall include with every subcontract agreement the following language: "Subcontractor binds itself to Construction Manager and Owner and is obligated to Construction Manager and Owner in the same manner and to the same extent that Construction Manager is bound and obligated to Owner under the Prime Contract. All Rights which Owner may exercise and enforce against Construction Manager may be exercised and enforced by Owner against Subcontractor. In the event of any dispute between the Owner and Construction Manager, Subcontractor shall be bound by all decisions, directives, and interpretations and rulings of the Owner, including Owner's termination or suspension of Construction Manager."

**§ 11.5.35** The Construction Manager represents that he (1) has sufficient knowledge and expertise to construct the Work in accordance with all applicable codes and regulations; (2) has reviewed, analyzed, and has current knowledge of the site; (3) has reviewed, analyzed and has found sufficient for construction and completion of the Work the Contract Documents listed in this agreement; any exceptions to this statement have been specifically identified in this Agreement. The Construction Manager represents and warrants that it can and will complete the Work for the Contract Sum identified in this agreement, and that no sums additional to the Contract Sum are required for Construction Manager's completion of the Work as identified in this agreement.

**§ 11.5.36** The parties agree expressly that the intent of the Contract Documents is to include in the Work to be performed by the Construction Manager all labor, materials and supplies, insurance, tools, equipment, licenses, taxes (exclusive of real estate taxes and City of Aspen Use Taxes), transportation, and field surveying and other services and items necessary for the Project to be a complete and workable system as required for the satisfactory performance,

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execution and final completion of the Work. Matters not expressly included in the Contract Documents that are reasonably inferable from the Contract Documents shall be deemed included as part of the Work and the Construction Manager's responsibility.

**§ 11.5.37** **Illegal Aliens:**

**§ 11.5.37.1** Pursuant to Colo. Rev. Stat. § 8-17.5-101 et. seq., Owner cannot enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

**§ 11.5.37.2** In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 et. seq., CONSTRUCTION MANAGER certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that CONSTRUCTION MANAGER 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 Agreement. CONSTRUCTION MANAGER further certifies that it will not enter into a contract with a subcontractor who fails to certify to CONSTRUCTION MANAGER that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

**§ 11.5.37.3** CONSTRUCTION MANAGER has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program. CONSTRUCTION MANAGER shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

**§ 11.5.37.3.1** If CONSTRUCTION MANAGER obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, CONSTRUCTION MANAGER shall:

a. Notify the subcontractor and Owner within three days that CONSTRUCTION MANAGER has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that CONSTRUCTION MANAGER shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

**§ 11.5.37.4** CONSTRUCTION MANAGER 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)

**§ 11.5.37.5** If CONSTRUCTION MANAGER violates the provisions of this paragraph, Owner may terminate the contract for breach and CONSTRUCTION MANAGER shall be liable for actual and consequential damages.

**§ 11.5.38** A permanent sign shall be installed in a prominent location within the site that includes the following language: "Funding for this school was provided through the Building Excellent Schools Today program from School Trust Lands."

**§ 11.5.39** Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. The Agreement shall not be construed against either party based upon authorship.

**ARTICLE 12 SCOPE OF THE AGREEMENT**

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager 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 Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction, AS AMENDED  
TBD

*(Paragraphs deleted)*

- .3 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

**Exhibit Summary**

Exhibit A – RFQ/P Documents and Response, Contractors Soft Costs and Fee Lump Sum, Schedule, Equipment & Rental Rates

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
President, Board of Education  
*(President, Board of Education)*



\_\_\_\_\_  
CONSTRUCTION MANAGER *(Signature)*

\_\_\_\_\_  
Ed FORSMAN President  
*(Printed name and title)*

# **Additions and Deletions Report for AIA® Document A133™ – 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 18:44:29 ET on 11/24/2019.

## **PAGE 1**

**AGREEMENT** made as of the 9th day of November in the year 2019

...

Lake County School District R-1  
328 West 5<sup>th</sup> Street  
Leadville, CO 80461

...

FCI Constructors, Inc.  
3070 I-70 Business Loop, Building A  
Grand Junction, CO 81504

...

*(Name and address or location)*

West Park Elementary School Replacement Project  
130 West 12<sup>th</sup> Street  
Leadville, CO 80461

...

Hord Coplan Macht  
1800 Wazee Street, Suite 450  
Denver, CO 80202

...

Dynamic Program Management  
Post Office Box 726Eagle, CO 81631

...

Marc Litzen, Project Manager  
FCI Constructors, Inc.  
3070 I-70 Business Loop, Building A  
Grand Junction, CO 81504

## **PAGE 2**

Matt Porta, Principal

## 12 SCOPE OF THE AGREEMENT

### EXHIBIT A – GUARANTEED MAXIMUM PRICE AMENDMENT

...

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. The Contract Documents as herein defined are sometimes referred to herein as the "Prime Contract."

...

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's ~~interests~~ interests and as is consistent with reasonable professional skill and care and the orderly progress of the Project. All such time periods and deadlines are of the essence. The Construction Manager warrants that the services shall be performed in a good and workmanlike manner and shall be suitable and fit for the purposes for which they are intended. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

...

~~For the Preconstruction Phase, The parties expressly acknowledge that the General Conditions are set forth in AIA Document A201™-2007, General Conditions of the Contract for Construction, as amended and supplemented by Owner, adopted by the parties the date hereof and referred to herein as "A201-2007." Where reference is made in this Agreement to a provision of A201-2007, or other Contract Document, the reference refers to that provision as amended or supplemented by the Owner. For the Preconstruction Phase, A201-2007 shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.~~

### PAGE 4

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager is expected to be reasonably familiar with local building codes and requirements, and to bring to the Owner's and Architect's attention any discrepancy or compliance issue Construction Manager suspects or becomes aware of during the course of the Project.

...

§ 2.1.3.1 The Project Schedule is attached hereto as Exhibit A and shall not be modified without prior authorization of the Owner.

...

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall promptly inform the Owner and Architect when if estimates of the Cost of the Work exceed or are anticipated to exceed the latest approved Project budget and make recommendations for corrective action-action in writing

**PAGE 5**

The Construction Manager shall establish a process, to be reviewed and approved by the Owner, to qualify a list of local subcontractors provided by the Owner and will use its commercially reasonable best efforts to provide those subcontractors opportunities to bid on Work associated with the Project. As working drawings and specifications are completed, Construction Manager will establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Construction Manager will prepare scope packages for each trade which clearly identify the bid scope, including general conditions items such as cleanup and safety. Construction Manager will review scope packages with the Owner and Architect prior to issuing same to subcontractors. For those trades in which the Construction Manager has the qualified ability to self-perform the work, bids from the Construction Manager for self-performed work must be submitted to the Owner, Owner's Representative and Architect a minimum of 24 hours prior to bid deadline for subcontractors to be considered for award. Construction manager will analyze all bids and prepare: (1) a bid matrix and scoring method (approved in advance by the Owner), (2) written bid analysis, (3) review bids and bid analysis with the Owner and Architect, (4) make recommendations for contract awards, and (5) award subcontracts.

The subcontractor selected for an award will be the subcontractor whose bid, as presented in the response to the bidding documents, is the most advantageous to the District. The District is not bound to accept the lowest priced bid if that proposal is not in the best interests of District as determined by District.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them. Notwithstanding the foregoing, Construction Manager acknowledges that Owner is a public, tax exempt entity and Construction Manager shall work with Owner to avoid the payment of taxes when possible.

...

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is ~~not required~~ shall use reasonable commercial care to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect or Owner may require.



For any Work that is specified as design build systems by the Architect (e.g. Fire Sprinkler, Fire Alarm, etc...) The Construction Manager is required to ascertain that its subcontractors' drawings and specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

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§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. ~~The-It is the intent that the Guaranteed Maximum Price in the proposal shall be established at the completion of design development when the construction documents substantially define the intent of the scope and shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.~~

...

- .5 A date by which the Owner must accept the ~~Guaranteed Maximum Price-Price~~, mutually agreed to by the Owner and Construction Manager.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency ~~for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.~~ in an amount to be accepted and approved by the Owner, for the Construction Manager's use to cover errors and omissions from the 100% Construction Document pricing with prior authorization from the Owner.

- .1 The Contractor's Contingency portion of Contractor's Soft Costs and Fee is a lump sum provided within the Guaranteed Maximum Price for the Contractor's use during the Preconstruction Phase in protecting the Guaranteed Maximum Price from estimating errors and the market conditions at the time of Subcontractor bidding. As it is not provided for the Contractor's unlimited access and use during the Construction Phase, it shall be reduced to the lump sum obtained by using the percentage shown for this purpose at the Construction Phase in Exhibit "A" – Contractor's Soft Costs and Fee, or if no percentage is shown therein, to zero (0) at Notice to Proceed with the Work.
- .2 Under no circumstances is the Contractor's Contingency to be used by the Owner for increases in the scope, quality or quantity of the Work; nor by the Contractor for correcting nonconforming Work; Work items discovered during the Construction Phase not to be coordinated among the Subcontractor's scope of work due to an oversight of the Contractor; or similar Contractor's errors or omissions.
- .3 Contractor's access to the Contractor's Contingency shall be approved in writing on a per instance basis by the Owner if it complies with the above requirements, such approval not to be unreasonably withheld.

§ 2.2.5 The Construction Manager and applicable subcontractors as deemed appropriate by the Owner and Construction Manager shall meet with the Owner and Architect to review the ~~Guaranteed Maximum Price proposal- proposal or portions thereof.~~ In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or ~~both-both~~ that are acceptable to Owner.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the ~~information and assumptions information, clarifications, inclusions and exclusions outlined in Section 2.2.3 upon which it is based.~~

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§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the ~~agreed-upon~~ agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. Notwithstanding the foregoing, Construction Manager acknowledges that Owner is a public, tax exempt entity and Construction Manager shall work with Owner to avoid the payment of taxes when possible.

§ 2.2.10 Costs associated with conformance with the Colorado Department of Education BEST Grant Program shall be covered by the Guaranteed Maximum Price.

...

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of ~~commencement of the Construction Phase.~~ the Construction Manager receives a construction building permit from the applicable jurisdictional authority and a written Notice to Proceed with the Work as stated in Article 2.3.1.2.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price ~~proposal or~~ ("GMP") proposal and the Owner's issuance of a Notice to Proceed, whichever occurs earlier. Proceed.

...

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. Notwithstanding the foregoing, Construction Manager represents that it has sufficient personnel with expertise to render services under this Contract for completion of the Project. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain at least three (3) "Qualified" bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect, the Owner. A Qualified bid is a bid that meets the criteria established collectively by the Construction Manager and the Owner as outlined in Section 2.1.6. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which Qualified bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. The Construction Manager shall provide the Owner with a list of proposed subcontractors during the bidding process. The Owner shall have the right to disapprove at its discretion subcontractors proposed by the Construction Manager. If the Owner disapproves any Subcontractors, the Construction Manager shall obtain another Subcontractor bid so as not to have less than three (3) Subcontractors providing bids, unless approved by the Owner, for the respective portion of the Work.

§ 2.3.2.2 ~~If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.~~ Intentionally deleted.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a ~~cost plus cost plus a fee~~ basis, the Construction Manager shall provide in the Subcontract for the Owner

to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. During the Construction Phase meetings shall be held weekly with the Owner and Architect or at a frequency mutually agreeable to the Owner and Construction Manager based on reasonably appropriate to the phase of Construction. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 ~~Upon the execution of~~ In conjunction with the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available with reasonable promptness to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the ~~work,~~ Work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its ~~monthly~~ ongoing reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

**§ 2.3.2.9 Project Scheduling and Reporting.**

2.3.2.9.1 Contractor shall carry out the Work in accordance with the Project Schedule so as to ensure Final Completion of the Project. "Final Completion" of the Project under this Agreement shall mean 100% completion of each and every element of the Work in conformity with the Contract Documents. The term "Date of Final Completion" shall mean the date on which Final Completion is guaranteed.

2.3.2.9.2 Owner and Contractor shall hold weekly meetings at the Site throughout construction of the Project to thoroughly discuss the progress and status of Work planned. Contractor and Owner, as deemed necessary by the Owner, shall also hold monthly meetings at the Site (or at another location reasonably acceptable to Owner and Contractor) throughout construction of the Project to thoroughly discuss the progress of the Work, and such meetings shall be attended by Contractor's Representative, by Owner's Representative, and by such additional representatives of each party as they deem necessary or appropriate.

2.3.2.9.3 Contractor shall prepare and submit, with each monthly application for payment, a schedule for the execution of the Work for Owner's review and response. The Project Schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from Owner. The schedule shall contain detail appropriate for the Project, including (1) the effective date of the Contract, (2) key milestones for project submittals, (3) the date of commencement of the Work, (4) interim schedule milestone dates, (5) an apportionment of the Work by construction activity; and (6) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Project. The Project Schedule shall be incorporated into the Guaranteed Maximum Price proposal and must show a reasonable critical path in adequate detail to track the detail of every critical and major element of the Project. The Construction Phase of the Project Schedule must also incorporate the sequencing and interrelationship between each of the trades. Under no circumstance shall the Date of Final Completion be adjusted without an executed Change Order.

2.3.2.9.4 The Contractor shall also prepare a three- (3-) week look ahead schedule each week for review with the Owner, focusing on the in-depth detail of the upcoming weeks activities in a manner that reflects the planned day-to-day activities.

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§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, systems sustainability and site requirements.

~~§ 3.1.2 Prior Owner represents that prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect, an amount of money equal to or in excess of the Guaranteed Maximum Price will be appropriated for all payments to be made to Construction Manager pursuant to this Agreement. Owner further represents that no change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated, will be approved or made by Owner unless Construction Manager 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 this Agreement.~~

...

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise reasonable diligence and critical judgment in the review of such information, reports, surveys, drawings and tests prior to proceeding with any work or activity based upon the same, and shall exercise proper precautions relating to the safe performance of the Work.

...

§ 3.1.4.3 The Owner, when such services are reasonable and necessary and requested, 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.

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The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall seek prompt approval or authorization from the Owner and render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 3.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™ 2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

**§ 3.2.2 Owners Representative.**

The Owner designates the Owner’s Representative as noted in Section 3.2 as follows:

Dynamic Program Management

...

The fee for preconstruction services is \$124,000.00 (One Hundred Twenty Four Thousand dollars)

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(—) twelve~~ (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall may be equitably adjusted.

...

**§ 4.2 Payments**

~~§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.~~

~~§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid ~~(—) 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 Construction Manager. *(Insert rate of monthly or annual interest agreed upon.)*~~

~~—%~~

§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. funds for the Construction Manager’s performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

...

Construction Manager’s Fee for this Contract is 3% of the Cost of the Work at the time of proposal and shall be converted to a lump sum at the Guaranteed Maximum Price presentation. The Construction Manager’s Fee shall be calculated as a straight multiplication on the total contract value less fee.

General Conditions shall be a GMP within the GMP per Exhibit A.

§ 5.1.1.1 This amount shall remain the lump sum amount unless adjusted by Change Order.

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5.1.2.1 For additive changes to the Guaranteed Maximum Price as established in the Guaranteed Maximum Price Amendment, Construction Manager’s Fee will be increased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price, pursuant to the provisions of the Article 7 of the General Conditions.

5.1.2.2 For deductive changes to the Guaranteed Maximum Price as established in the Guaranteed Maximum Price Amendment, Construction Manager’s Fee will be decreased by a percentage of the cost of the change that is equivalent to the percentage of the fee against the Guaranteed Maximum Price, pursuant to the provisions of Article 7 of the General Conditions.

...

The maximum percentage for subcontractor change order markup above actual cost for labor, equipment and materials is 5% for the Construction Manager and 10% for subcontractors. This includes Construction Manager, subcontractor and material vendors/suppliers per Exhibit A..

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent~~ (—%) of the standard rate paid at the place of the Project. has been provided in Exhibit A.

§ 5.1.5 Unit prices, if any: any are outlined in AIA A133-2009 Exhibit A:

...

See Exhibit A

...

All savings below the Guaranteed Maximum Price shall remain with the Owner. No change in the Work or the materials or labor utilized in connection therewith shall be the basis for an addition to the Guaranteed Maximum Price or the Construction Manager's Maximum Fees unless and until same has been authorized and approved in writing by the Owner, which approval shall not be unreasonably withheld.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents. The Date of Substantial Completion shall not be adjusted for a change in the Work unless the Construction Manager demonstrates to the Owner's reasonable satisfaction, in the Owner's sole discretion, that the change in the work will affect the critical path of the Construction Manager's schedule outlined in Exhibit A of AIA A133-2009..

§ 5.2.3 Construction Manager shall prepare a detailed cost breakdown of the Guaranteed Maximum Price based on the Drawings provided by the Architect and shall update this cost breakdown throughout the project subject to Owner's approval of any Change Orders. The Cost breakdown should be in the Standard Construction Specifications Institute ("CSI") MasterFormat.

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Changes in the Work shall not be the basis of an addition to the Guaranteed Maximum Price or the Construction Manager's Fee unless and until such change has been approved authorized by a Change Order executed and issued in accordance with the Contract Documents.

...

§ 6.1.1 The term Cost of the Work shall mean costs necessarily and actually incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

...

§ 6.2.1 Wages and hourly rates of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. This direct work shall be based on actual costs to the Construction Manager including such benefits, if any, as may be payable to the construction worker with respect thereto.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval and for Construction Manager's project management and reasonable

administrative support whether performed at the site or in the Construction Manager's offices with the Owner's prior approval, all at the fixed rates as provided in Exhibit A– Billable Rates.

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§ 6.2.5 Bonuses, profit sharing, incentive compensation It is expressly agreed that bonuses, profit sharing, incentive compensation, and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval, an Subcontractor or vendor shall NOT be included in Labor Costs.

...

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts,subcontracts properly entered into under this Agreement.

...

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall be properly placed and stored by Construction Manager at a location designated by the Owner, and shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

...

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value. Contractor will provide to the Project a full stock of most commonly used small tools (All tools worth less than \$500 each; drills, saws, screw guns, brooms, wheel barrows, shovels, etc.). These tools will be furnished at no cost to the Project but should one need replaced; it will be a direct cost to the Project unless the tool was damaged purposely or carelessly by contractor or stolen from the Project location. Consumables such as drill bits, saw blades, powder actuated loads, winter fuel fittings and hose, oxygen, acetylene, etc. will be a direct cost to the Project at a rate at least ten percent (10%) less than any available rental source (see attached Contractor Standardized Rental Rates). Tool rent is only to be charged for the time the tool is in use and reasonably required on the job site. Contractor tool rental is subject to Owner audit at any time.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rates and quantities of equipment rented shall be competitive and subject to the Owner's prior approval and shall be at or below rental rates consistent with those prevailing in the area. Provided, however, with respect to rental of Construction Manager's own equipment, such rental rates shall not exceed one hundred percent (100%) of the current A.E.D Manual charges, without the Owner's prior approval, and in no event shall the total of such rental charges exceed the depreciated fair market value of the piece of equipment when first utilized on the job. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval. Rental rates for equipment are provided in Exhibit A – Equipment Rental Rate Schedule.

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Insurance costs shall include (a) the attributable portion of premiums for Construction Manager's General Liability Insurance fixed at actual costs for this insurance to the Construction Manager's Corporate Offices without overhead and profit; and (b) if required by the Owner, the attributable portion of premiums for Construction Manager to furnish labor, material and performance bond shall be at actual costs for this insurance to the Construction Manager's Corporate Offices without overhead and profit, and (c) as required by the Owner. Builder's Risk insurance shall be at

actual cost for this insurance to the Construction Manager's corporate offices without overhead and profit. Insurance costs shall be included and set in the Exhibit A..

~~§ 6.6.2 Sales, Unavoidable sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.~~

~~§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay. Owner will pay the fee for the building permit directly. Construction Manager shall be responsible for all other permits and associated fees and assessments.~~

...

~~§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work. Not used.~~

...

~~§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.~~

~~§ 6.6.7, § 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld. § 6.6.8 Not used.~~

...

~~§ 6.6.10 The Cost of Work shall include a fixed fee for all costs in CSI's MasterFormat Division 1 "General Requirements."~~

...

~~§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others. Not used.~~

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- ~~.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;~~
- ~~.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;~~
- ~~.7 .6 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and~~
- ~~.8 .7 Costs for services incurred during the Preconstruction ~~Phase~~ Phase;~~
- ~~.8 Costs of General Requirements in excess of those outlined in Section 6.6.10 above; and~~
- ~~.9 Costs due to the negligence or failure of the Construction Manager, Subcontractors, and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract.~~



...

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be maintained in accordance with generally accepted accounting principles, consistently applied, and shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Failure to provide such access within ten (10) days of request therefore shall constitute a material default hereunder.

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§ 7.1.1 This Project is funded through a combination of District private equity bonds and Building Excellent Schools Today (BEST) Grant funds by the Colorado Department of Education (CDE). Prior to the submission of the first Application for Payment, Construction Manager will submit to the Division of Public School Capital Construction Assistance a completed Federal Form W-9.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month:

The Construction Manager shall, during the last week of each month, meet with the Architect, Project Manager and Owner, and/or other parties designated by the Owner, to review and approve an itemized draft indicating the total estimated value of the Work completed through the end of the current calendar month including the value of all material and equipment suitable stored at the jobsite or other approved location. Such draft shall set for the dollar amounts of completion of each part of the Work, including a prorated share of the Construction Manager's Fee less applicable retention. The approved draft will then be formalized into an Application for Payment and will be submitted to the Owner for processing.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.) Notwithstanding anything to the contrary in the Contract Documents, because the Project is partially funded by the CDE BEST Grant Program, all requests for payment must be submitted to and will be processed and paid by CDE in accordance with its procedures. Requests for payment will be submitted on CDE Form CC-06 through the Owner. The Contractor agrees to cooperate with the Owner in assembling all information necessary to file the form, including without limitation, back-up or supporting documentation. Assuming that the necessary information and documentation are timely submitted by the Contractor and the Architect to the Owner, it is anticipated that payments will be made monthly and within 45 days of the time the CC-06 is filed with CDE. The Contractor shall provide the Division of Public School Capital Construction Assistance with a completed Federal Form W-9 upon submission of the Contractor's first request for payment.

§ 7.1.4 With each Application for Payment, the Construction Manager and subcontractors shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, subcontractor lien waivers, proof of payment to subcontractors for amounts submitted under previous pay applications, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner may require. This schedule, unless objected to by the ~~Architect, Architect and Owner,~~ shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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- .3 Add the Construction Manager's Fee, ~~less retainage of \_\_\_\_\_ percent (\_\_\_\_%)~~. Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent ( 5 %) based on the phases agreed upon during the preconstruction phase If the Owner finds that satisfactory progress is being made in any phase of the contract, it may, upon written request by the contractor, authorize final payment from the withheld percentage to the contractor or subcontractors who have completed their work in a manner finally acceptable to the public entity. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.
- .5 Subcontract retainage of five percent ( 5 %) from that portion of the Work that the Construction Manager ~~self-performs;~~ self-performs based on the phases agreed upon during the preconstruction phase;
- ~~.5~~ .6 Subtract the aggregate of previous payments made by the Owner;
- ~~.6~~ .7 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~.7~~ .8 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007, ~~A201-2007,~~ and/or other amounts about which there is a legitimate dispute as to whether payment is due.

...

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner. The Owner reserves the right to withhold payments at any time regardless of the Architect's recommendations.

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- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and Payment
- .3 a final Certificate for Payment has ~~been issued by the Architect.~~ been issued by the Architect; and
- .4 final lien waivers have been issued by the Construction Manager and all Subcontractors

~~The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~ 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 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.

N/A

...

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

...

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007. § 8.1 For all phases of the Project, the Construction Manager shall purchase and maintain the insurance required by Article 11 of AIA Document A201-2007 in the following amounts:

(TYPE OF INSURANCE ALL LIMITS IN THOUSANDS)

Commercial General Liability

Premises/Operations General Aggregate (Per Project) \$2,000

Products/Completed Operations Products Comp/OPS Aggregate \$2,000

Contractual Personal & Advertising Injury \$1,000

Independent Contractors Each Occurrence/Combined \$1,000

Broad Form Property Damage Single Limit (BI/PD)

Personal Injury

Explosion/Collapse/Underground (XCU)

Automobile Liability

Any Auto or All Owned Autos Bodily Injury (Per Person) \$2,000

Hired Autos Bodily Injury (Per Accident) \$2,000

Non-Owned Autos Property Damage \$2,000

or Combined Single Limit \$2,000

Umbrella or Excess Liability Per Project Aggregate All Subcontractors \$2,000 - \$5,000, depending on general contractor's assessment of risk

Workers' Compensation (Coverage A) Coverage A – Statutory

Employer's Liability (Coverage B) Coverage B – \$500 (Each Accident)

\$500 (Disease - Policy Limit)

\$500 (Disease - Each Employee)

Errors and Omissions (when any design or professional services of any type is supplied) Per Occurrence/Claim \$1,000

Aggregate with 3 Year Tail if Claims Made \$1,000

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

**Type of Insurance or Bond**

**Limit of Liability or Bond Amount (\$0.00)**

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Litigation in a court of competent jurisdiction

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**§ 10.1.1** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than ~~seven-thirty (30)~~ days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of ~~A201-2007-A201-2007~~, except that Construction Manager may not cease performance of the service in the middle of any payment dispute.

...

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse ~~or indemnify~~ the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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Notwithstanding anything contained in this paragraph or elsewhere in the Contract Documents to the contrary, Construction Manager acknowledges that in order to secure financing for the Work, Owner has assigned to the State of Colorado and a Trustee the right to enforce this Agreement against Construction Manager and Construction Manager hereby consents to said assignment.

**§ 11.5.1** Any written notices hereunder directed to Owner, the Owner's Representative or the Architect may be served to the Owner, Owner's Representative or the Architect by the means stated in 11.5.2 at:

Owner:

Lake County School District  
328 West 5<sup>th</sup> Street  
Leadville, CO 80461

Owner's Representative:

Dynamic Program Management  
Post Office Box 726  
Eagle, CO 81631

Architect:

Hord Coplan Macht  
1800 Wazee Street, Suite 450  
Denver, CO 80202

Any notices directed hereunder to Construction Manager may be served on its Project Manager, Dynamic Program Management in accordance with the requirements of Section 11.5.2.

§ 11.5.2 Notice: All notices or other communications required or permitted hereunder shall be in writing, and shall be sent certified mail, postage prepaid, return receipt requested, or telegraphed, delivered or sent by telex, telecopy or cable and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice' (ii) if mailed, four (4) business days after the date of posting by the United States Post Office; (iii) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid; or (iv) if given by telex or telecopy when sent. Any notice, request, demand or other communication sent by cable, telex, or telecopy must be confirmed within forty eight (48) hours by letter, mailed or delivered in accordance with the foregoing.

§ 11.5.3 Construction Manager shall provide staffing at or exceeding the levels proposed during the Request for Qualifications and Proposal process and shall not change any personnel involved with the project or associated levels of commitment without prior written approval by the Owner.

§ 11.5.4 Attorney's Fees: If either party to this Agreement engages legal counsel to enforce any terms or conditions of this Agreement, the initiation of any legal proceedings or the defense thereof including any appeals, the prevailing party shall be entitled to prompt payment and reimbursement in full for all of its attorney's fees, costs and expert witness fees.

§ 11.5.5 Staff Commitment: The proposed staff including Construction Manager's Project Manager- Marc Litzen will be committed to the project for the duration and will not be reassigned without the Owner's prior written approval.

§ 11.5.6 The Construction Manager will work in an "Open Book" and "collaborative process" with the entire team throughout the duration of the Project.

§ 11.5.7 The Guaranteed Maximum Price ("GMP") shall be calculated based on the following allowable costs and markups:

11.5.7.1 Direct scope of work at actual costs.

11.5.7.2 General Conditions at direct cost with a Not-to-Exceed value as finalized within the GMP. The only changes to the General Conditions will be within an authorized Change Order executed and issued in accordance with the Contract Documents.

11.5.7.3 Construction Manager's Fee will be adjusted as a percentage of contract value at the time of the proposal later converted to a lump sum.

§ 11.5.9 Not Used

§ 11.5.10 Allowances for direct work included within the GMP will include all Labor, Material and Equipment, taxes and subcontractor's fees. All Allowances shall be substantiated with documentation from contractors, subcontractors and sub-subcontractor including invoices for payment from material suppliers if requested by the Owner's Representative. Reconciliation of Allowances shall recognize appropriate adjustments to the Fee, however will not allow for General Conditions adjustments.

§ 11.5.11 Owner requested Alternates shall include adjustment for Fee based on dollar volume and General Conditions if and only if the Alternate substantively affects the schedule beyond the terms of this Agreement. Construction Managers Voluntary Alternates must include all related costs, including impacts to the design and Owner's other costs that may be a result of implementation.

§ 11.5.12 In the event that the Construction Manager prefers to perform direct Work with their own labor, they may secure this work through a competitive process approved by the Owner.

§ 11.5.13 It is the intent that the Owner retains the selected Construction Manager for the preconstruction and construction phases. However, the Owner reserves the right to competitively bid the Project or to negotiate with another Construction Manager if the Owner so chooses, based on but not limited to the Owner's comfort with the working relationship, the proposed amount of local involvement, the proposed cost and/or the schedule prior to the start of construction.

§ 11.5.14 Construction Managers fee will be set and adjusted in accordance with Article 5

§ 11.5.15 Not Used

§ 11.5.16 One hundred percent (100%) of the project/value engineering savings shall accrue to the Owner.

§ 11.5.17 The Owner has retained Dynamic Program Management as the Owners Representative. The Construction Manager shall fully cooperate with the Owner and the Owner's Representative.

§ 11.5.18 The Construction Manager shall:

§ 11.5.18.1 Prepare and update a consolidated project schedule on a weekly basis until Substantial Completion and provide copies to the Owner, the Owner's Process Manager, and the Architect as soon as the schedule is prepared.

§ 11.5.18.2 Support value-engineering efforts to reduce costs and to identify reasonable equivalent materials and supplies.

§ 11.5.18.3 Support Owner in meeting requirements imposed upon the Owner for disbursement of grant and bond allowances.

§ 11.5.18.4 Conduct weekly construction meetings, until Substantial Completion, with all Subcontractors and any other necessary Project participants and include the Owner, Architect and Owner's Process Manager and develop and distribute minutes of all such meetings, and:

§ 11.5.18.5 Participate in weekly Project meetings conducted by the Owner's Representative and develop and distribute meeting minutes..

§ 11.5.19 Construction of Owner's Work will not interfere with Owner's or Owner's occupants' activities in, or use or enjoyment of, the Building;

§ 11.5.20 Construction Manager will cooperate with other contractors in the buildings to ensure harmonious working relationships, including, without limitation, coordinating with other contractors in the buildings, trash removal and water and utility usage.

§ 11.5.21 Construction Manager will leave all Common Areas in a neat, clean, orderly and safe condition at the end of each day during construction of Owner's Work.

§ 11.5.22 Construction Manager will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this document.

§ 11.5.23 The Construction Manager shall maintain an accurate set of as-built drawings at the site. At the completion of the Work, the Construction Manager shall certify by signing on them that each of the as-built drawings and specifications are complete and accurate. No later than thirty (30) days after Substantial Completion of Owner's Work and prior to application for Final Payment, and as a condition to its approval by the Architect and Owner, the Construction Manager shall transfer the job site as-built drawings, arranged in proper order, indexed and certified as accurate to the Architect for transmittal to the Owner. The Construction Manager will not be responsible for transferring to the as-built documents any addenda, clarifications or changes documented by the consultants.

§ 11.5.24 Any purchased materials remaining after completion of the subject portion of Owner's Work (for example, extra paint, wall coverings or carpet) will be given by Construction Manager to Owner for use in subsequent repairs.

Materials should be labeled, sealed, boxed and protected as appropriate to ensure the materials remain in good condition.

§ 11.5.25 Not Used

§ 11.5.26 Not Used

§ 11.5.27 If requested by the Owner, the Construction Manager will furnish Owner with sworn Construction Manager's statements, Construction Manager's affidavits and partial and final waivers of lien, in such form and content as Owner may require, in order to establish that the cost of all labor, services and materials furnished in connection with Owner's Work has been paid in full and to keep the Premises free from all liens and claims.

§ 11.5.28 Construction Manager and Owner acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Construction Manager or Owner, unless (i) required by law, including to comply with lawful request under the Colorado Open Records Act C.R.S. §§24-72-201, et seq., as amended, and other applicable laws, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

§ 11.5.29 Construction Manager agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Owner's employees or use Owner's name in connection with any sales promotion or publicity event without the prior express written approval of Owner.

§ 11.5.30 Construction Manager agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations. Construction Manager shall also abide at all times by 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's property. The Construction Manager shall at all times strictly enforce this prohibition among its own employees and its consultants and their employees.

§ 11.5.31 Upon Substantial Completion and for a period of 15 calendar days thereafter the Construction Manager will replace burned out light bulbs at no cost to the Owner. Owner acknowledges that Construction Manager is not responsible to re-lamp usable working bulbs in permanent light fixtures.

§ 11.5.32 The Construction Manager shall provide notification within 72 hours after becoming aware of the basis of any request for change. The Construction Manager shall develop and submit pricing of proposed changes within seven (7) days after a solution has been provided. The Owner shall provide a written response to the Construction Manager's proposal within ten (10) business days of the Owner's receipt of the Construction Manager's submission.

§ 11.5.33 Not Used.

§ 11.5.34 The Construction Manager shall include with every subcontract agreement the following language: "Subcontractor binds itself to Construction Manager and Owner and is obligated to Construction Manager and Owner in the same manner and to the same extent that Construction Manager is bound and obligated to Owner under the Prime Contract. All Rights which Owner may exercise and enforce against Construction Manager may be exercised and enforced by Owner against Subcontractor. In the event of any dispute between the Owner and Construction Manager, Subcontractor shall be bound by all decisions, directives, and interpretations and rulings of the Owner, including Owner's termination or suspension of Construction Manager."

§ 11.5.35 The Construction Manager represents that he (1) has sufficient knowledge and expertise to construct the Work in accordance with all applicable codes and regulations; (2) has reviewed, analyzed, and has current knowledge of the site; (3) has reviewed, analyzed and has found sufficient for construction and completion of the Work the Contract Documents listed in this agreement; any exceptions to this statement have been specifically identified in this Agreement. The Construction Manager represents and warrants that it can and will complete the Work for the

Contract Sum identified in this agreement, and that no sums additional to the Contract Sum are required for Construction Manager's completion of the Work as identified in this agreement.

§ 11.5.36 The parties agree expressly that the intent of the Contract Documents is to include in the Work to be performed by the Construction Manager all labor, materials and supplies, insurance, tools, equipment, licenses, taxes (exclusive of real estate taxes and City of Aspen Use Taxes), transportation, and field surveying and other services and items necessary for the Project to be a complete and workable system as required for the satisfactory performance, execution and final completion of the Work. Matters not expressly included in the Contract Documents that are reasonably inferable from the Contract Documents shall be deemed included as part of the Work and the Construction Manager's responsibility.

§ 11.5.37 Illegal Aliens:

§ 11.5.37.1 Pursuant to Colo. Rev. Stat. § 8-17.5-101 et. seq., Owner cannot enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

§ 11.5.37.2 In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 et. seq., CONSTRUCTION MANAGER certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that CONSTRUCTION MANAGER 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 Agreement. CONSTRUCTION MANAGER further certifies that it will not enter into a contract with a subcontractor who fails to certify to CONSTRUCTION MANAGER that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

§ 11.5.37.3 CONSTRUCTION MANAGER has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program. CONSTRUCTION MANAGER shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

§ 11.5.37.3.1 If CONSTRUCTION MANAGER obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, CONSTRUCTION MANAGER shall:

a. Notify the subcontractor and Owner within three days that CONSTRUCTION MANAGER has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that CONSTRUCTION MANAGER shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

§ 11.5.37.4 CONSTRUCTION MANAGER 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)

§ 11.5.37.5 If CONSTRUCTION MANAGER violates the provisions of this paragraph, Owner may terminate the contract for breach and CONSTRUCTION MANAGER shall be liable for actual and consequential damages.

§ 11.5.38 A permanent sign shall be installed in a prominent location within the site that includes the following language: "Funding for this school was provided through the Building Excellent Schools Today program from School Trust Lands."



§ 11.5.39 Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. The Agreement shall not be construed against either party based upon authorship.

PAGE 26

.2 AIA Document A201–2007, General Conditions of the Contract for ~~Construction~~Construction, AS AMENDED

~~.3 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~  
TBD

~~.4 AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

~~.5~~ .3 Other documents:

...

Exhibit Summary

Exhibit A – RFQ/P Documents and Response, Contractors Soft Costs and Fee Lump Sum, Schedule, Equipment & Rental Rates

...

President, Board of Education

(Printed name and title) (President, Board of Education)

\_\_\_\_\_  
(Printed name and title)

## **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 18:44:29 ET on 11/24/2019 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 A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

---

*(Title)*

---

*(Dated)*

**Exhibit A 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](http://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.

# ***REQUEST FOR QUALIFICATIONS & PROPOSAL (RFQ/P)***

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## **FOR PROFESSIONAL SERVICES**



Request for Qualifications & Proposal for Professional Services  
**CONSTRUCTION MANAGER / GENERAL CONTRACTOR**  
For West Park Elementary School Replacement Project  
Lake County School District

**Mandatory Site Visit 10.02.19 @ 10 AM**  
**Qualifications Due 10.17.19 @ 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. October 17, 2019**

Deliver 1 electronic copy via email to [procurement@dynamicpm.co](mailto:procurement@dynamicpm.co) with a cc: to [panderson@lakecountyschools.net](mailto:panderson@lakecountyschools.net) + 4 Original Copies to:

**Mr. Paul Anderson, CFO**  
 328 West 5<sup>th</sup> Street  
 Leadville, CO 80461  
[panderson@lakecountyschools.net](mailto: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](mailto:procurement@dynamicpm.co) with a cc to [panderson@lakecountyschools.net](mailto: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 October 2, 2019. West Park Elementary School is located at 130 W. 12<sup>th</sup> 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	9.23.2019
<b>Mandatory Site Visit, 10 AM, 130 W. 12<sup>th</sup> St, Leadville</b>	<b>10.2.2019</b>
RFQ/P Clarification Deadline by 12 PM	10.3.2019
RFQ/P Clarification Responses	10.4.2019
<b>RFQ/P Responses due by 3:00 PM</b>	<b>10.17.2019</b>
Interview Invitations sent to Short-Listed Candidates	10.25.2019
<b>Interviews (if successful bond measure)</b>	<b>11.7 or 11.8.2019</b>
Candidates Notified of Selection	11.11.2019
<b>Contract Accepted by BOE (in event of successful bond</b>	<b>12.10.2019</b>

Construction Commences  
Construction Complete  
Demolition & Site Complete

May 2020  
June 2021  
August 2021

**SUBMISSION CHECK LIST**

A complete submission includes the following:

1. Cover Letter
2. Firm Information
3. Qualifications
4. Similar Project Experience
5. Schedule
6. Project Approach
7. 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 A133-2017 and AIA A201 General Conditions. 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 located on the Owner’s website here (<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 (In progress)
CM/GC
Commissioning Agent
Geotechnical Engineer & CMT (In progress)
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 A133-2017 and AIA A201 General Conditions 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, Owner, OAC, Community and Design Advisory Group (DAG) meetings understanding some of these meetings will take place in evenings outside of normal business hours. All subcontractor bid responses will be shared with the Owner for review. The requirements from the BEST Grant program for this project shall be implemented.

## **PRECONSTRUCTION SERVICES**

Candidate shall immediately provide preconstruction services upon selection. Milestone cost estimates will be provided at 100% SD, 50% DD and 100% DD. Detailed Initial GMP and final GMP estimates per permitting sequencing will be provided by the Candidate.

As needed, Candidate will provide real-time pricing with the objective to hold the project within target budget. A trend log, including potential alternates and value engineering, shall be managed and communicated by the Candidate to the team members. Written constructability review will be provided during the preconstruction phase. These may include construction review of construction assemblies, materials, lead time, architectural details, schedule impacts, sequencing and site limitations. These reviews will be completed at Schematic, Design Development and interim Construction Document review periods.

All work shall be competitively bid for the project and presented to the owner for final acceptance of subcontractors. Candidate shall provide to the team any cost increases or decreases to select local subcontractors.

Candidate will coordinate with team members to establish a detailed construction schedule identifying long lead items and critical path activities. The Candidate will work with the Owner, Owner's Representative and Design Team to plan an acceptable site staging and work plan to separate construction activities from the operating school.

## **CONSTRUCTION**

The Owner is seeking a CM/GC to coordinate and manage the building process as a member of the project team. The Candidate shall understand construction methods and techniques. Candidate shall construct of the project in accordance with construction documents and specifications within the scheduled timeframe.

**Site** – Candidate will provide supervision of all internal personnel and subcontractors including ensuring internal personnel and subcontractors on site have cleared background checks based on the Owner's criteria. Candidate will ensure prohibited items by law are not brought onto School District property by those under the Candidate's responsibility. Candidate is responsible for site safety. Candidate will work with the Owner's selected construction material testing firm to provide appropriate notice of inspection requests. Candidate will work with the Owner's selected commissioning agent and provide timely information as requested by this consultant.

**Schedule** - Shall manage the construction schedule and communicate the 3-week look ahead schedule every week and provide updated full project schedules monthly with each application for payment.

**Budget** - Candidate is responsible for the construction budget and will provide weekly budget updates to the Owner, Owner's Representative and Design Team. Pay applications will be provided per the contract in a timely fashion so that invoices may be submitted to the BEST grant program by the Owner for payment.

**Documentation** - Maintain and provide to the Owner all construction related documentation such as RFI's, submittals, schedules and inspections. Candidate shall fulfill contractor's responsibilities regarding actions, documentation and submissions for the selected sustainability program.

**Quality** – Quality control is the CM/GC's responsibility. The Candidate shall provide a new school with the highest quality workmanship.

**Completion** - Close-out and warranty services will be in accordance with contract documents. CM/GC will work with project team members to proactively and efficiently close out the project at completion. Candidate will provide warranty request process to the Owner and respond appropriately and timely to such requests.

### **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.

### **UTILITY COORDINATION**

Candidates will be expected to assist in utility coordination with the various utility providers with assistance from the Owner's Representative and Design Team. 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 and CM/GC should expect to coordinate design and installation with the water utility's engineer for a seamless process.

### **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 local labor, subcontractor, 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.

### **ADDITIONAL GRANT FUNDING**

The Owner may pursue additional grant funding. These grants may include GOCO, DOLA, Colorado Health Foundation, etc. The Candidate will provide cost estimates and schedules as required by grant applications.

**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
- Location of main office, if different
- Provide a statement for the maximum dollar value in which your firm can be bonded, and the amount currently bonded with confirmation statement from bonding company
- Provide your firm's EMR
- 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). Please provide an Acord Format Insurance Certificate showing existing limits.

**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

**Workers; Compensation**

Per State minimums

**3. QUALIFICATIONS OF PROPOSED TEAM**

- Provide organizational chart for your proposed team, including roles and responsibilities for each team member
- Provide resumes for all key team members
- 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

**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. SCHEDULE**

- Provide a detailed project construction schedule that clearly identifies key milestones for the project. The overall schedule in the Exhibit provided may be utilized to identify design deliverables and approximate permit dates.
- Describe how your firm will ensure the project schedule will be met
- Discuss any areas in which there could be opportunities to expedite the work

**6. PROJECT APPROACH**

- Provide your team’s design philosophy in approaching pk-12 educational projects within the CM/GC delivery system.
- How do you manage challenges with respect to budget, schedule and ensuring quality of the finished project?
- Discuss how your firm will include local suppliers and subcontractors in the bidding process.
- Describe your approach to construction operations on an occupied school site.

**7. 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 CM/GC team has performed collectively. The Owner reserves the right to check additional references beyond those provided in the submittal.

**SUBMITTAL SCORING MATRIX**

<b>Submittal Section</b>	<b>Points</b>
COVER LETTER	0
FIRM INFORMATION	10
QUALIFICATIONS OF PROPOSED TEAM	20
SIMILAR PROJECT EXPERIENCE	20
PROJECT APPROACH	20
SCHEDULE	20
REFERENCES	10
<b>TOTAL</b>	<b>100 POINTS</b>

## 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 session 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 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.

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**End - Request for Qualifications & Proposal**

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**Request for Qualifications & Proposal  
Construction Manager / General Contractor  
West Park Elementary School Replacement Project  
Lake County School District**



**To:  
Lake County School District  
Attn: Mr. Paul Anderson, CFO  
328 West 5th Street  
Leadville, CO 80461**

**By:  
Brad Keller  
Vice President of Grand Junction Operations  
FCI Constructors, Inc.  
3070 I-70B, Bldg. A  
Grand Junction, CO 81504  
bkeller@fciol.com  
970-434-9093**

**Due: October 17, 3:00 PM**



\$ billion worth of experience in educational sector (company-wide, 10 years)

October 17, 2019

# Exhibit A

Mr. Paul Anderson, CFO  
328 West 5th Street  
Leadville, CO 80461

RE: West Park Elementary School Replacement Project

Dear Mr. Anderson,

FCI Constructors, Inc. would like to thank the Lake County School District for the opportunity to partner for the West Park Elementary School Replacement Project. As you are aware, FCI has worked alongside the District over the last year and a half providing master plan budgeting and estimating services. We are happy the District was selected as a recipient of a BEST Grant and look forward to seeing the project come to fruition.

In the last ten years, FCI has completed over \$1,212,000,000 of K-12 construction. K-12 construction is a specialty market for FCI and within the last five years we have completed or are in progress with \$219 million of educational work on the Western Slope of Colorado. We will use our knowledge of these recent projects to guide the design process and ensure your vision and budget are in balance. With our experience, FCI will help the District incorporate the latest in technology, security, sustainability, and tools for an effective learning environment, while also planning for future adaptability and versatility. Furthermore, FCI's bonding capacity reaches \$100,000,000 per project, with an aggregate capacity of \$500,000,000.

We have selected the project team of Marc Litzen, Project Manager, Austin Liesmer, Superintendent and Evan Walton Pre-Construction Manager. Marc Litzen has completed twenty-five PK-12 school projects for over \$194 million in his career at FCI. Your proposed Superintendent, Austin Liesmer, brings 22 years' experience to this project, recently completing the \$16 million Addition and Renovations to the Summit Middle School. Evan Walton has provided pre-construction and estimating services for over \$230 million of K-12 educational projects in the last five years. This project team has the expertise and experience to successfully deliver the West Park Elementary School Replacement Project to the Lake County School District on time and within budget.

FCI believes in delivering exceptional projects and services in a culture based on **trust, honesty, hard work, and professionalism**. We are firmly committed to making your vision a reality and to stay focused at all times. Our company is employee owned and as such each proposed team member has a vested interest in making this project a success. Thank you for your consideration and we look forward to continuing our relationship with Lake County School District.

Sincerely,

Brad Keller  
Vice President Western Slope Operations  
FCI Constructors, Inc.  
bkeller@fciol.com  
Office: (970) 434-9093

**Focused On Your Vision**



\$ million of PK-12 educational projects completed (Western Slope last 5 years)



Billion of PK-12 Projects completed company-wide last 10 years



# of FCI employees vested in your project's success



Claims or Lawsuits with Owners in the 41 year history of the company





## FIRM INFORMATION

### Number of years in business: 41 years.

FCI Constructors, Inc. operates as a Construction Manager/General Contractor. We are a Colorado corporation founded July 14, 1978, consisting of eight regional offices, each led by an Operations Manager (Vice President). Our company also operates an LLC in New Mexico and Wyoming that are subsidiaries of the corporation. Our corporate headquarters, located in Grand Junction, Colorado, is home to our company's President, Ed Forsman, Executive Vice President and Corporate Secretary/Treasurer. FCI has performed an average of \$340,000,000 of commercial construction work over the last five years and has over 400 employees company-wide.

### Location of office serving:

#### Grand Junction, CO - Corporate Headquarters (Main office)

3070 I-70B, Bldg. A  
Grand Junction, CO 81504  
Phone: (970) 434-9093  
Fax: (970) 434-7583  
www.fciol.com

### Provide a statement of the maximum dollar value for which your firm can be bonded and the amount your firm currently has bonded.

FCI has the financial strength to complete this project and provide a Payment and Performance Bond for the project. Our bonding capacity reaches \$100,000,000 per project, with an aggregate capacity of \$500,000,000. Currently FCI has \$300,000,000 in excess bonding capacity.

### A letter from FCI's bonding company that confirms this information follows this page.

### Safety.

## Safety is our #1 Priority... 0.65 2019 Experience Modification Rate

FCI's exemplary safety record is a direct result of major corporate commitment to safety company-wide and the implementation of a process that consists of meeting four fundamental goals:

- Eliminate Personal Injury, Illness and Property Damage Losses to FCI & its Clients.
- Establish Project and Management Responsibilities for Implementation of all Safety Compliance Programs & Enforcement.
- Ensure Systematic and Uniform Coordination of the Safety Program at each Project Site.
- Ensure Compliance with all Federal, State, Local, FCI and Client Health & Safety Requirements.

FCI places a high degree of emphasis on the safety of our employees and the employees of our subcontractors. We believe that each worker on site should be able to work in a safe environment and return safely home from work every day.

### Information on claims or lawsuits in the past 10 years.

FCI has never been to litigation with a client in our 41 year history.

### Scope of work confirmation.

FCI and our proposed project teams confirms that all items outlined in the Scope of Work are included within Section C.



UNDERSTAND. SERVICE. INNOVATE.

October 1, 2019

Mr. Paul Anderson, CFO  
Lake County School District  
328 West 5<sup>th</sup> Street  
Leadville, CO 80461

RE: FCI Constructors, Inc.  
Project: West Park Elementary School Replacement Project  
Budget: \$29,000,000

Dear Paul Anderson:

Our agency services the Surety Program for FCI Constructors, Inc. We are personally acquainted with Mr. Ed Forsman, President of FCI Constructors, Inc. and we have found him to be an individual of high character and integrity. FCI Constructors, Inc. is one of the premier construction firms in the Rocky Mountain Area and has been doing business with USI since 2004. In the time that our firm has done business with FCI, there have been no adverse bond claims on record. FCI has always handled themselves with the utmost professionalism and integrity.

Surety bonds for FCI Constructors, Inc. have been written through the Western Surety Company since 1989. Due to the strong financial strength of this organization we have agreed to projects in excess of \$100,000,000 and an aggregate capacity in excess of \$500,000,000 with over half of their available bonding capacity available. This is merely a working parameter and does not constitute maximum bond capacity. Western Surety Company is listed in the most recent issue of the Federal Register, Circular 570, and US Treasury Department and possesses a current Best rating of A and XIII. Western Surety Company is licensed to conduct business in the State of Colorado.

We understand that FCI Constructors, Inc. will be submitting a proposal to you on the above referenced project. The addition of your project to FCI Constructors work program will not affect their bond capacity.

FCI Constructors, Inc. has an excellent reputation and experience in providing input on value engineering options to optimize construction quality and cost effectiveness within a specified budget. Other considerations within FCI's area of expertise are project scheduling and the integrity of all design alternatives.

We strongly recommend FCI Constructors, Inc. to you and if you should need any additional information or services, please advise at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "CCL".

Cory A. Clauss  
Vice President – Surety  
303.831.5218





Glenwood Springs Elementary School - Glenwood Springs, CO

## Qualifications Of Proposed Team

**Over the last ten years, FCI has worked with thirty-nine public school districts and independent schools in Colorado to complete 229 construction projects. One hundred and sixty-eight (168) of those projects were CM/GC contracts.**

We specialize in educational construction - projects that center around the well-being and development of our communities' children. Company-wide, from seven offices, we have proudly and successfully completed over \$1,000,000,000 of work in the educational sector, in several states. We understand the importance of parent, teacher, staff and student involvement in all elements of a construction project. This is their space, and as such, they deserve to offer input into the design and planning details, so the finished construction meets expectations and the growing student population.



Columbine Middle School - Montrose, CO



DeBeque PK-12 School - DeBeque, CO



Summit County High School - Breckenridge, CO



## PROJECT TEAM



**Ed Forsman**  
President



**Brad Keller**  
VP Grand Junction Operations



**Michael Saks**  
Corporate Safety Director



**Evan Walton**  
Preconstruction Manager

Estimating Team

**MAIN POINT OF CONTACT**



**Marc Litzen**  
Project Manager

FCI's approach to project organization and staffing is team-based. We believe in enlisting the expertise of each individual on the team, and all individuals share equal importance and relevance to the success of our projects. All members of your Project Team will be available for your project from pre-construction through project completion.



**Austin Liesmer**  
Superintendent

Project Coordinator

Field Superintendent

Project Engineer

Subcontractors

\* This team is committed to the West Park Elementary School Replacement project and will not change without authorization from the Lake County School District.

# Brad Keller

## Vice President of Grand Junction Operations

IN INDUSTRY SINCE: 1995  
WITH FCI SINCE: 1999

Exhibit A



### EDUCATION

B.S. in Construction  
Science and Management  
Colorado State University

### REFERENCES

Steve Schiell  
Montrose County School District  
RE-1J  
(970) 2497726

Phil Onofrio  
Chief Operations Officer  
Mesa County Valley  
School District 51  
(970) 245-8182

Philip Bailey  
Director of Property Services  
Montrose School District  
(970) 249-2653

Rick Ullom  
Eagle County  
(970) 328-8780

Brad Keller brings twenty years construction management to your project. He has a proven track record of completing complex addition and renovation projects on time and within budget. He will provide support to your Project Manager, ensuring that the proper resources are allocated to your projects to ensure success. Brad has extensive experience completing educational facilities for school districts which include Montrose, Mesa County, Roaring Fork, Garfield County and DeBeque.

### REPRESENTATIVE PROJECTS

#### Educational Facility Experience:

- Mesa County Valley School District New Orchard Mesa Middle School - Grand Junction, CO [**\$34,505,918**]
- New Columbine Middles School - Montrose, CO [**\$25,784,976**]
- Glenwood Springs Elementary School Addition & Renovation - Glenwood Springs, CO [**\$25,203,052**]
- Mesa County Valley School District R-5 Alternative High School- Grand Junction, CO [**\$7,625,074**]
- Colorado Mesa University Tomlinson Library Addition / Renovation- Grand Junction, CO [**\$22,018,280**]
- Colorado Mesa University Houston Hall Renovation - Grand Junction, CO [**\$10,752,930Com**]
- East Middle School Renovation - Grand Junction, CO [**\$2,991,574**]
- Grand Junction High School Additions / Renovation - Grand Junction, CO [**\$5,307,175**]
- Bookcliff Middle & Fruita 8/9 Schools - Grand Junction, CO [**\$26,264,672**]
- Kathryn Senor Elementary School - Rifle, CO [**\$1,521,959**]
- Grand Valley High School - Parachute, CO [**\$10,943,167**]
- DeBeque Middle / Senior High School - DeBeque, CO [**\$3,089,573**]

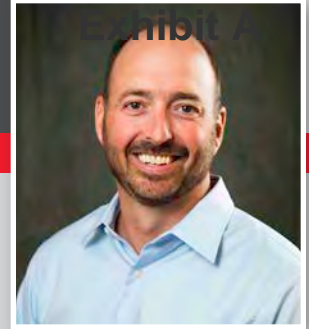
#### Other Relevant Project Experience:

- Rio Blanco Justice Center - Meeker, CO [**\$14,997,845**]
- Rio Blanco County Courthouse Renovation - Meeker, CO [**\$6,902,398**]
- Grand River Hospital District Remodel Projects (6) - Hand Therapy, Bone Density Renovation, Lounge Renovation, Dene Moor Nursing Home Hot Tub Remodel, ER & OR Remodel - Rifle, CO [**\$13,354,169**]
- Eagle County Justice Center - Eagle, CO [**\$20,542,163**]
- Mesa County Consolidated Services Building - Grand Junction, CO [**\$4,302,923**]

# Marc Litzen

## Project Manager

INDUSTRY SINCE: 1995  
WITH FCI SINCE: 2000



### EDUCATION

BS Construction  
Management  
Kansas State University

### REFERENCES

Phil Onofrio  
Chief Operations Officer  
Mesa County Valley  
School District 51  
(970) 245-8182

Jody Diers  
Acting Director of Residential  
Life Colorado Mesa University  
(970) 248-1536

Dr. Ken Haptonstall  
former Superintendent of Schools  
Garfield County School District 16  
(970) 260-9702

Woody Bates  
Summit County School District  
(970) 368-1052

As a Project Manager Marc has completed \$301,060,834 of construction with FCI and managed several of FCI's largest projects – including the \$34 million New Orchard Mesa Middle School, the \$26 million Phase II School Improvements project for the Roaring Fork School District, the \$19 million Garfield County School Bond Issue and the \$23 million Summit County High School Addition and Renovations. These projects consisted of the construction of new schools as well as renovations and additions of multiple schools simultaneously, a majority being fast-tracked projects were constructed on occupied campuses. Because of Marc's superior project management, planning and scheduling – all projects have been completed on time and within budget.

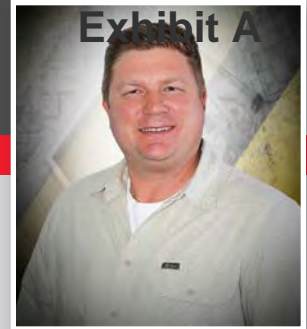
### REPRESENTATIVE PROJECTS

#### Educational Facility Experience:

- Mesa County Valley School District New Orchard Mesa Middle School - Grand Junction, CO [[\\$34,505,918](#)]
- Summit High School Addition & Renovation - Breckenridge, CO [[\\$23,712,461](#)]
- Roaring Fork School District Phase II Improvements - Glenwood Springs, Basalt, Carbondale, CO [[\\$26,260,392](#)]
- Garfield County School District Bond Issue- Rifle, Parachute, Battlement Mesa, CO [[\\$29,920,224](#)]
- Two Rivers Community School - Glenwood Springs, CO [[\\$5,793,566](#)]
- Gunnison High School Renovation - Gunnison, CO [[\\$19,287,040](#)]
- Crested Butte Community School, Crested Butte, CO [[\\$15,292,969](#)]
- Independence Charter Academy - Grand Junction, CO [[\\$4,455,080](#)]
- Ignacio Middle School Addition / Renovation - Ignacio, CO [[\\$11,794,641](#)]
- Chipeta Elementary School - Grand Junction, CO [[\\$9,210,879](#)]
- Colorado Mountain College EnCana Academic Center - Rifle, CO [[\\$7,973,022](#)]
- Colorado Mountain College Summit Campus - Breckenridge, CO [[\\$11,058,892](#)]
- Colorado Mesa University Choral Rehearsal - Grand Junction, CO [[\\$26,506](#)]
- Colorado Mesa University Performing Arts Upgrades - Grand Junction, CO [[\\$426,753](#)]
- Colorado Mesa University Tollman Hall Renovation - Grand Junction, CO [[\\$806,466](#)]
- Mesa County Valley School District Central High School Addition/Renovation -Grand Junction, CO [[\\$3,799,749](#)]
- Western State Colorado University Borick Hall of Business - Gunnison, CO [[\\$6,133,381](#)]
- Western State Colorado University Kelley Hall Renovation - Gunnison, CO [[\\$4,296,415](#)]

# Austin Liesmer Superintendent

IN INDUSTRY SINCE: 1987  
WITH FCI SINCE: 2014



## EDUCATION

OSHA 10-Hour  
OSHA 30- Hour  
Certified Fork Lift Operator

## REFERENCES

Woody Bates  
Facilities Director  
Summit County School District  
(970) 368-1052

Desi Navarro, EIT  
Senior Project Manager  
NV5  
(303) 902-4047

Greg Guevara  
Principal  
Summit Middle School  
(970) 368-1201

Maria Rainsdon  
General Manager  
Two Rivers Convention Center &  
Avalon Theatre  
(970) 263-5710

Bringing 28 years of construction management experience, Austin joined the FCI team in 2014. His resume includes extensive construction management and renovation experience. We selected Austin as the Superintendent for the West Park Elementary School Replacement project because of his PK-12 educational experience. Austin was Superintendent on the \$16 million Summit Middle School Additions and Renovation, the \$12 million Basalt Middle School Addition and Renovation and the \$7 million Bea Underwood Elementary School Renovation.

## REPRESENTATIVE PROJECTS

- City of Grand Junction Two Rivers Convention Center Renovation - Grand Junction, CO [\$ \$6,275,448]
- **Summit County Middle School Additions & Renovations - Frisco, CO** [**\$16,447,471**]
- **Basalt Middle School - Basalt, CO** [**\$11,906,928**]
- **Garfield County School District No. 16 School Bond Issue Project - Bea Underwood Elementary School** [**\$7,857,506**]
- Williams Midstream Solvay Office Building Renovation - Parachute, CO [**\$400,000**]
- United States Postal Service Annex Renovation, Grand Junction, CO [**\$1,500,000**]



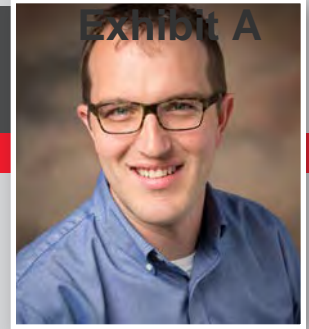
*“My work with Austin Liesmer began in 2017. FCI had been renovating and adding onto, Summit Middle School in a massive \$16.5 million bond project. The FCI team has been nothing short of exemplary. Their planning and responsiveness to our needs has been incredible. As would be expected with any project this size, issues have come up throughout the work and Austin has answered the phone 100% of the time when I have called and the issues were taken care of immediately.”*

**- Greg Guevara, Principal, Summit Middle School**



# Evan Walton, LEED AP Pre-Construction Manager

IN INDUSTRY SINCE: 2002  
WITH FCI SINCE: 2003



## EDUCATION

B.S. Construction  
Science & Management  
Kansas State University

LEED® Accredited  
Professional

## REFERENCES

Phil Onofrio  
Chief Operations Officer  
Mesa County Valley  
School District 51  
(970) 245-8182

Peter Icenogle, AIA  
Blythe Group + co  
(970) 778-3439

Woody Bates  
Summit County School District  
(970) 368-1052

Stephanie Grose, AIA  
TreanorHL  
(303) 298-4700

Philip Bailey  
Director of Property Services  
Montrose School District  
(970) 249-2653

Christy Whitney  
CEO  
HopeWest  
(970) 257-2360

As Pre-Construction Manager, Evan will manage the pre-construction services and estimates for the West Park Elementary School Replacement project. His primary responsibility will be to coordinate a procurement strategy that meets the District's goals. Evan will oversee the quantity take-offs, pricing, bid analysis, value engineering and research performed by FCI's estimating staff to ensure accurate estimates throughout the pre-construction process.

## REPRESENTATIVE PROJECTS

### Educational Facility Experience:

- Mesa County Valley School District New Orchard Mesa Middle School - Grand Junction, CO [**\$34,505,918**]
- Summit County School District Middle School Addition and Renovation, Frisco, CO [**\$16,447,471**]
- Summit County School District High School Addition & Renovation - Breckenridge, CO [**\$23,386,362**]
- Montrose School District RE-1J New Columbine Middle School - Montrose, CO [**\$25,784,976**]
- Missouri Ridge Middle School - Williston, ND [**\$19,693,426**]
- Glenwood Springs Elementary Addition/Renovation - Glenwood Springs, CO [**\$25,203,052**]
- Glenwood Springs Middle School Renovation - Glenwood Springs, CO [**\$5,543,048**]
- Carbondale Middle School Renovation - Carbondale, CO [**\$7,601,144**]
- Garfield County School District 16 Bond Improvements - Parachute, CO [**\$29,920,224**]
- Two Rivers Community School Addition/Renovation - Glenwood Springs, CO [**\$5,793,566**]
- Divide County District Improvements - Crosby, ND [**\$11,842,438**]
- Roaring Fork School District-Phase 1 Improvements - Carbondale, Basalt, Glenwood, CO [**\$3,188,003**]
- Roaring Fork School District Phase 3 Improvements - Carbondale & Basalt, CO [**\$13,217,946**]
- Mesa County Valley School District New R5 Alternative High School-Grand Junction, CO [**\$7,625,074**]
- Independence Charter Academy- Grand Junction, CO [**\$4,455,080**]
- Central High School Renovation - Grand Junction, CO [**\$3,799,749**]
- West Middle School Renovation - Grand Junction, CO [**\$2,604,035**]
- Colorado Mountain College Eagle River Valley Academic Center-Edwards, CO [**\$4,635,084**]



# SUMMIT HIGH SCHOOL ADDITIONS & RENOVATIONS • BRECKENRIDGE, CO

**Delivery Method:** CM/GC

**Original Contract Amount:**  
\$22,446,825

**Final Contract Amount:**  
\$23,712,461

**Project Size:**  
25,000 SF Renovation  
35,700 Addition

**Schedule:**  
Start: September 2017  
Completion: November 2018

**District/Client Contact:**  
Mike Arnold  
Facilities Manager  
Summit School District  
(970) 668-0631

**Owner's Representative:**  
Chris Guarino  
NV5  
(303) 351-5045

**Architect:**  
Patrick Johnson, AIA  
TreanorHL Architecture  
(303) 298-4700

## Project Information:

The Summit High School Addition and Renovation project consisting of two additions and 25,000 SF of renovation. The first addition consisted of a 15,300 SF gym/weight room addition with the construction of a full weight room and a synthetic turf auxiliary gym. The structure consisted of structural CMU, brick veneer, bar joists and metal deck. The lighting is LED with a fully automated lighting control system including daylighting control, occupancy sensors and a web based interface for scheduling. The HVAC system consists of rooftop units housed in penthouses. The second addition consisted of a 22,000 SF classroom addition with four science classrooms, two art rooms, a STEM computer lab and eight general classrooms. The lighting is LED with a fully automated lighting control system including daylighting control, occupancy sensors and a web based interface for scheduling. Overhead projectors were installed in every classroom. The mechanical system is a fan coil system with roof top units located in a 2nd story penthouse.

The renovation consisted of 25,000 SF including all new security vestibule entrances, new access control, new security cameras throughout the school, a new "grab and go" cafeteria station, a new open concept media center with overhead doors and central fire place. The administration offices were updated with state of the art conference rooms, upgraded security glazing and access control. The entire building received a new voice activated fire alarm system and new LED lighting throughout.



## Similar Aspects

- Completed with TreanorHL
- Completed by proposed project team members Marc Litzen & Evan Walton
- Occupied school campus
- Mountain construction



Exhibit A

## SUMMIT MIDDLE SCHOOL ADDITIONS & RENOVATIONS • FRISCO, CO

### Services provided:

FCI recently provided CM/GC services for the construction of three additions to the Middle School. Two were classroom additions totaling approximately 17,300 SF, and the other is an Art classroom and addition to the cafeteria totaling approximately 8,700 SF.. The renovation consisted of 35,000 SF of the existing school, including classroom renovations, Media Center/Library renovation, Technology Lab renovation, Administration area renovation, and security upgrades to the Middle School entrance. Mechanical, electrical, and low-voltage upgrades were made to portions of the existing school. A majority of the existing door hardware for the school was upgraded to make it more secure which included the addition of access control technology. Site work consisted of reworking the bus loop and parking areas and reworking the main school entrance to address traffic congestion.



### Delivery Method: CM/GC

**Final Construction Cost:** \$16,674,468

**Square Feet:** 17,300 addition / 35,000 renovation

### Schedule:

Start Date: August 2017

Completion Date: September 2018

### Owner:

Woody Bates  
Summit County School District  
(970) 368-1052

### Owner's Representative:

Chris Guarino  
NV5  
(303) 351-5045

### Architect:

Job Gutierrez  
Wold Architects and Engineers  
(303) 928-8800



### Similar Aspects

- Completed by proposed project team members Austin Liesmer & Evan Walton
- Completed in rural mountain area
- Occupied school campus
- Mountain construction



Exhibit A

# BEA UNDERWOOD ELEMENTARY SCHOOL ADDITION & RENOVATION - PARACHUTE, CO

**Delivery Method:**  
CM/GC

**Overall Cost of Projects:**  
\$7,857,506

**Project Size:**  
65,248 SF

**Start Date:**  
April 2015

**Completion Date:**  
August 2016

**District/Client Contact:**  
Dr. Ken Haptonstall  
former Superintendent  
of Schools  
Garfield County  
School District 16  
(970) 260-9702

**Services provided:**

This 65,248 SF elementary school was renovated starting in January 2016 and was completed in August of 2016. The renovations include energy saving measures including new roofing and roof insulation, new low E windows throughout, and new LED lighting. The new lighting system is controlled by a district wide lighting control system that includes occupancy sensors and daylight harvesting devices. The central HVAC system was completely renovated including new boilers, air handlers, chiller, pumps, new hydronic piping, updated BAS controls, rebalanced and commissioned by a 3rd party commissioning agent. Plumbing piping throughout the building was replaced and new fixtures installed. New flooring was installed in the classrooms, corridors, bathrooms, locker rooms and gymnasium. A new security vestibule was added along with new security cameras and new addressable fire alarm system. The site work was completely re-done to help with drop off flow and parking.



**Architect:**  
Stephanie Grose  
TreanorHL  
(303) 298-4700



**Similar Aspects**

- Elementary School
- Completed with TreanorHL
- Completed by proposed project team members Marc Litzen, Austin Liesmer & Evan Walton
- Mountain construction



## BASALT MIDDLE SCHOOL ADDITION / RENOVATION • BASALT, CO

### Services provided:

FCI was the CM/GC for the renovation (82,611 SF), and addition (3,935 SF) to the Basalt Middle School. The project included complete remodel of the middle school including auditorium, two new additions and new site circulation.

**Delivery Method:** CM/GC

**Final Construction Cost:** \$11,906,928

**Square Feet:** 82,611 SF Renovation / 3,935 SF Addition

### Schedule:

Start Date: February of 2017

Scheduled Completion Date: October 2017

### Owner:

Jeff Gatlin, COO  
Roaring Fork School District  
(970) 384-6001

### Architect:

Greg Macik  
TAB Associates, Inc.  
(970) 766-1470



### Similar Aspects

- Elementary School
- Completed by proposed project team members Marc Litzen & Austin Liesmer
- Mountain construction
- Occupied school campus





## NEW ORCHARD MESA MIDDLE SCHOOL - GRAND JUNCTION, CO

**Services provided:** FCI is currently the CM/GC for this new two-story replacement middle school that features windows with plenty of natural light, a large commons area, designed to be functional for 100 years, flexible classrooms, and breakout spaces for small and large group learning. Construction began August 2018 and the school will open in December 2019. The new school was constructed on the same site as the existing school. After completion of the new school, the old buildings will be demolished and a new field and parking areas will be constructed in its place.

**Delivery Method:** CM/GC

**Construction Cost:** \$34,505,918

**Square Feet:** 99,506

**Schedule:**

Start Date: August 2018

Completion Date: January 2020

**Owner:**

Phil Onofrio

Chief Operations Officer

Mesa County Valley School District 51

(970) 245-8182

**Architect:**

Peter Icenogle, AIA

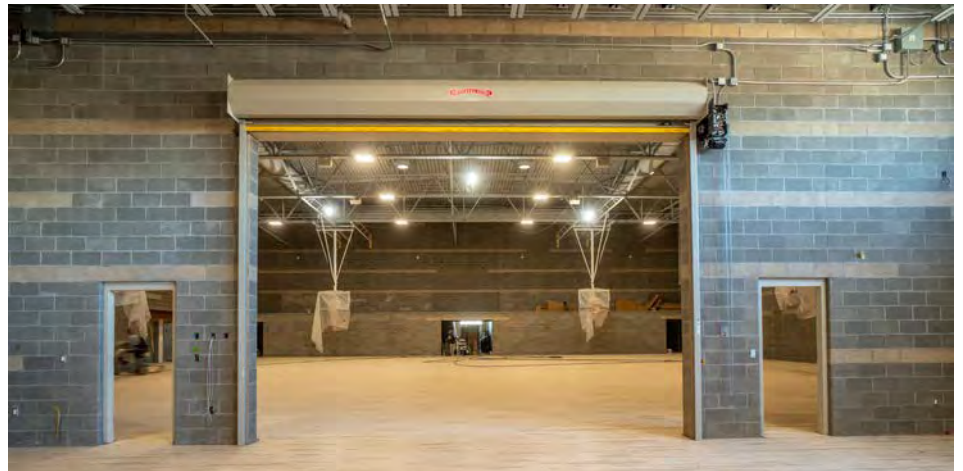
Blythe Group + co

(970) 778-3439



### Similar Aspects

- Replacement School
- Occupied school campus
- BEST Grant
- Provided BEST Grant budgeting
- Phased demolition of existing school after replacement school is constructed
- Completed by proposed project team members Marc Litzen & Evan Walton



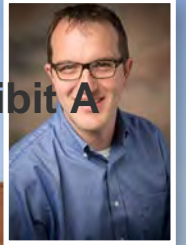


Exhibit A

## INDEPENDENCE CHARTER ACADEMY • GRAND JUNCTION, CO

### Services provided

Project consisted of developing nearly 5 acres in North Grand Junction to provide a new location for Independence Academy. Program space within the building totaled 17,819 sf and included two kindergarten classrooms, two 1st grade classrooms, Library, Administration, Commons, Music, and Gymnasium. In addition, the project also utilized nearly 16,000 sf of modular classroom space that provided program space for 2nd through 8th grade. Work on the modular classrooms included life safety updates, finish repairs, foundations, utility connections, electrical and mechanical installation, roof repairs, and connection to the main campus building for communication and security. The project was constructed with multiple bid packages that allowed design and budget to be refined while construction began in order for the school to be open for the 2015 school year.

**Delivery Method:** CM/GC

**Final Construction Cost:** \$4,455,080

**Square Feet:** 17,800 SF

### Schedule:

Start Date: October 2014

Scheduled Completion Date: July 2015

### Owner:

Damon Lockhart  
*former* Principal  
Independence Charter Academy

### Architect:

Joh Potter  
The Blythe Group + co  
(970) 242-1058

### Similar Aspects

- New Elementary School
- Completed by proposed project team members Marc Litzen & Evan Walton



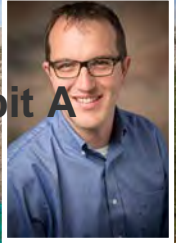


Exhibit A

## TWO RIVERS COMMUNITY SCHOOL ADDITION & RENOVATION • GLENWOOD SPRINGS, CO

**Services provided:**

FCI was the CM/GC for the 20,500 sf renovation and 8,400 sf addition to convert an existing building into a new Charter School.

**Delivery Method:** CM/GC

**Final Construction Cost:** \$5,793,566

**Square Feet:** 28,900 SF

**Schedule:**

Start Date: February 2017

Scheduled Completion Date: September 2017

**Owner:**

Adriana Ayaca-Hire  
Co-Director Two Rivers Community School  
(970) 319-8865

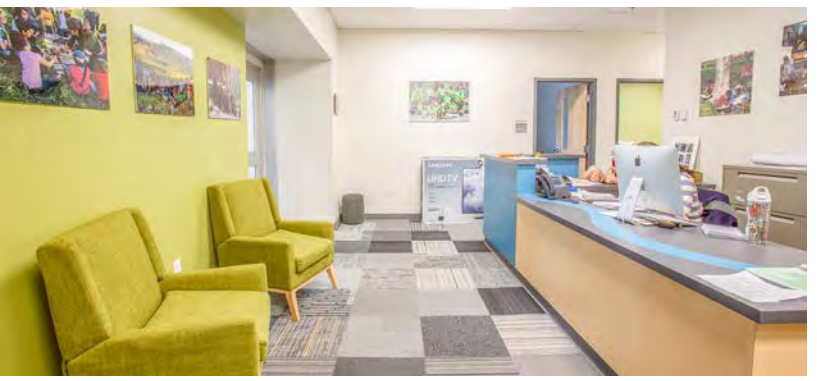
**Architect:**

Lisa Gardner  
Hord Coplan Macht  
(303) 607-0977



**Similar Aspects**

- K-8 School
- Completed by proposed project team members Marc Litzen & Evan Walton
- Mountain construction







# CHIPETA ELEMENTARY

Exhibit A

## CHIPETA ELEMENTARY SCHOOL • GRAND JUNCTION, CO

### Services provided;

Due to FCI's efficient CM/GC practices from the School Districts 2004 Bond Issue the District realized a \$1 million savings which made funding possible to construct this new learning facility. This new, LEED® Gold Certified, elementary school consisted of a two (2) story, 48,320 SF elementary school features multiple classrooms, administrative offices, kitchen, multipurpose room, library, gymnasium, and new landscaping with updated playground equipment. The project was restricted to a single city block where the new school was constructed and the existing school remained in session. FCI also performed the demolition of the old school. The school was completed ahead of schedule in August 2008, to accommodate students returning for the 2008/09 school year. . The project cost \$9,210,879 million with a cost savings to the owner in the amount of \$396,978

**Delivery Method:** CM/GC

**Final Construction Cost:** \$5,793,566

**Square Feet:** 28,900 SF

### Schedule:

Start Date: October 2007

Completion Date: October 2008

### Owner:

Eric Nilsen  
 MVSD 51  
 (970) 245-5223

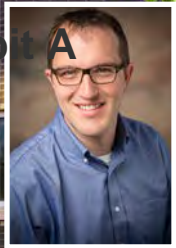
### Architect:

John Potter  
 Blythe Group + co  
 (970) 242-1058

### Similar Aspects

- New Elementary School
- Marc Litzen, Project Manager





## NEW COLUMBINE MIDDLE SCHOOL • MONTROSE, CO

**Delivery Method:**  
CM/GC

**Contract Amount:**  
\$25,784,976

**Project Size:**  
85,000 (new) / 10,000 (renovation)

**Start Date:**  
May 2017

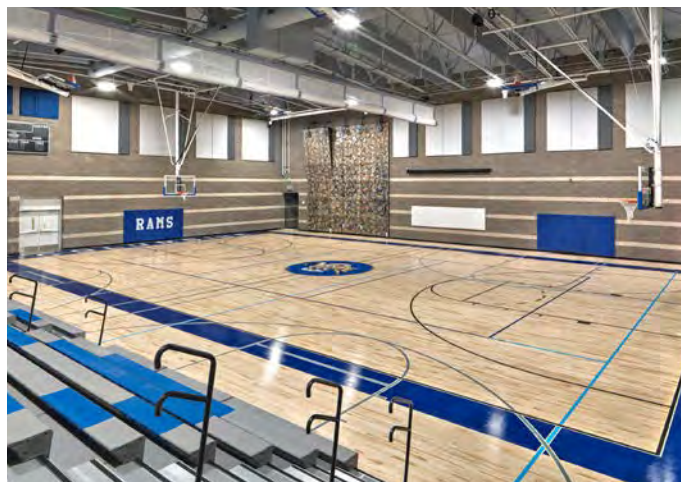
**Completion Date:**  
August 2018

**District/Client Contact:**  
Phillip Bailey  
Montrose School  
District RE-1J  
(970) 249-2653

**Owners Representative:**  
Josh Vogt, Senior  
Project Manager  
NV5  
(970) 963-2755

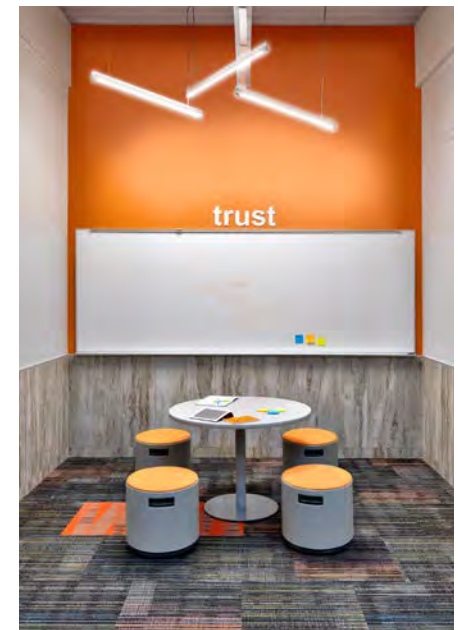
**Architect:**  
Peter Icenogle  
The Blythe Group + co  
(970) 778-3439

**Services Provided:** The Columbine Middle School replacement project consists of a new 85,000 square foot (75000 SF new, 10000 SF renovation) 6-8 grade School and Campus with a focus on the flexibility needed to meet the academic requirements for a 21st century learning environment. Columbine Middle School was awarded a BEST Grant for partial funding of the project. The remainder of the project was made possible by funding from a bond initiative which was passed by local voters in November of 2016. Project is LEED® Gold, incorporating PV and Solar Hot Water assist. The project resulted in a GMP savings which allowed the owner to incorporate 11 project alternates totaling \$880,000. Further, the project used \$23,183,493.00 of the total \$25,398,990 (91%) on Western Slope companies.



### Similar Aspects

- Replacement school
- Phased demo after replacement school was constructed
- Pre-Construction completed by Evan Walton
- BEST Grant recipient
- Provided BEST Grant budgeting services





## GLENWOOD SPRINGS ELEMENTARY SCHOOL ADDITION & RENOVATION

**Services provided:** Originally built in 1921, the renovation consisted of a complete gut of all interior walls, ceiling, and flooring resulting in a new remodeled classroom wing and gymnasium. The addition encloses a new classroom wing, administrative offices, and a new cafeteria. The site also doubled in size with the addition of a new parking lot, new soccer fields, and all new playground equipment.

**Delivery Method:** CM/GC

**Final Construction Cost:** \$25,203,052

**Square Feet:** 55,167 (new) / 28,816 (renovation)

**Schedule:**

Start Date: June 2016

Completion Date: January 2018

**Owner:**

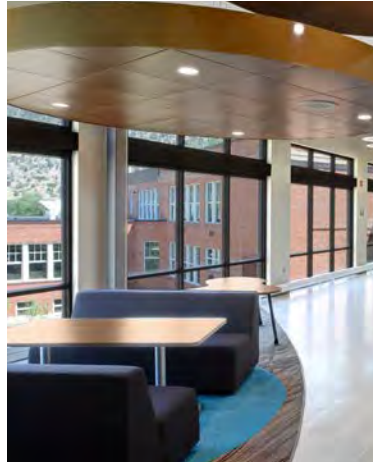
Rob Stein, Superintendent  
Roaring Fork School District  
(970) 384-6002

**Owners Representative:**

Desi Navaro  
NV5  
(303) 902-4047

**Architect:**

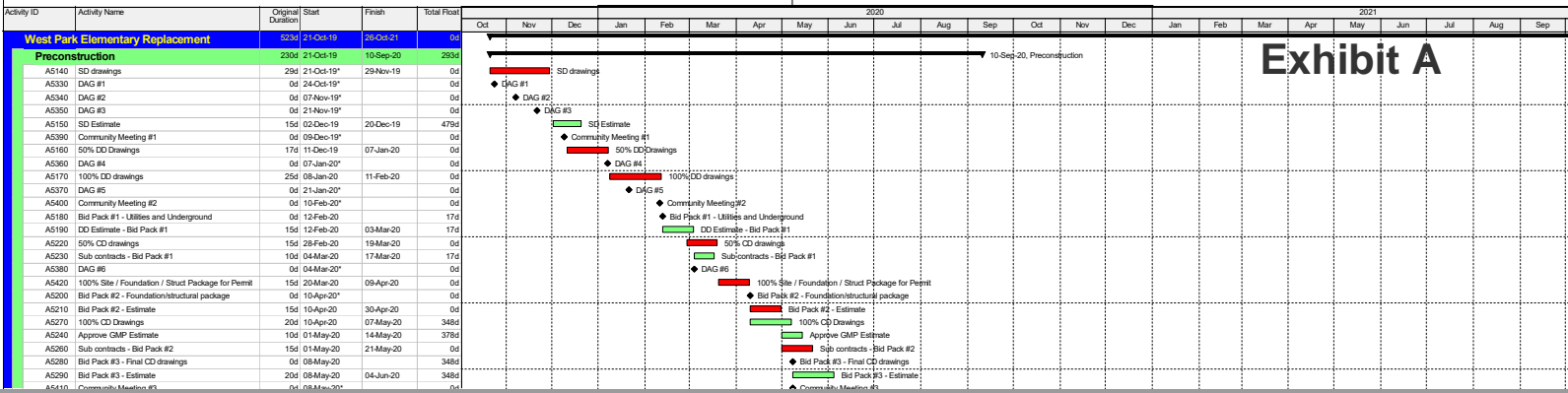
Rich Jarecki  
TrenorHL  
(303) 298-4785



### Similar Aspects

- Elementary school
- Occupied campus
- BEST Grant recipient
- Classroom addition of approximately 50,000 SF
- Completed with TrenorHL
- Completed by proposed team member Evan Walton





## Schedule

Immediately following this page is a detailed project schedule, with both pre-construction, design and construction phase milestones and activities. The most important thing about this schedule is that it is reviewed with the team and input is incorporated.

In addition to the master schedule, 'Five Week Short Interval' schedules are prepared by the Superintendent for weekly subcontractor coordination meetings. Short interval schedules enable our Subcontractors to be certain of start and finish dates, permitting them to manage their resources effectively.

Project schedules are updated regularly by entering actual start and finish dates, as well as percentage of work completed per activity and then recalculating the schedule. Continual monitoring of actual progress relative to planned progress allows FCI to assess potential and actual impacts to the schedule and to determine necessary corrections.

As with all projects the development of the schedule does bring forward several opportunities and challenges. We believe that thoroughly investigating a system that utilizes structural precast exterior walls for the gymnasium and the classroom wing would minimize several challenges. Reduce the impact of tenting and protection of masonry construction during the winter months and also reducing the role of the masonry contractor. The lack of labor and resources for masonry contractors on the Western Slope has created a limited about contractors able to compete. This lack of competition has increased the price and lowered the overall quality.

Coordination with the Design Team will be critical to the development of early bid packages. Obtaining early packages for site grading, under ground plumbing, foundations, and structural steel will allow construction to begin earlier in the summer and in turn reduce the need for winter protection of concrete.

The most challenging component of the schedule will be the abatement, demolition, and parking lot completion prior to the start of school in August of 2021. The schedule currently reflects paving the week prior to school starting with landscaping finishing in the fall. We would like to investigate options with the Design Team to find alternate placement of the parking lot to remove this challenge. If relocating the parking lot is not practical, we would recommend investigating options to expedite the abatement of the existing building. Possibly performing a portion of the abatement over the summer of 2020, and over Christmas and Spring Break.

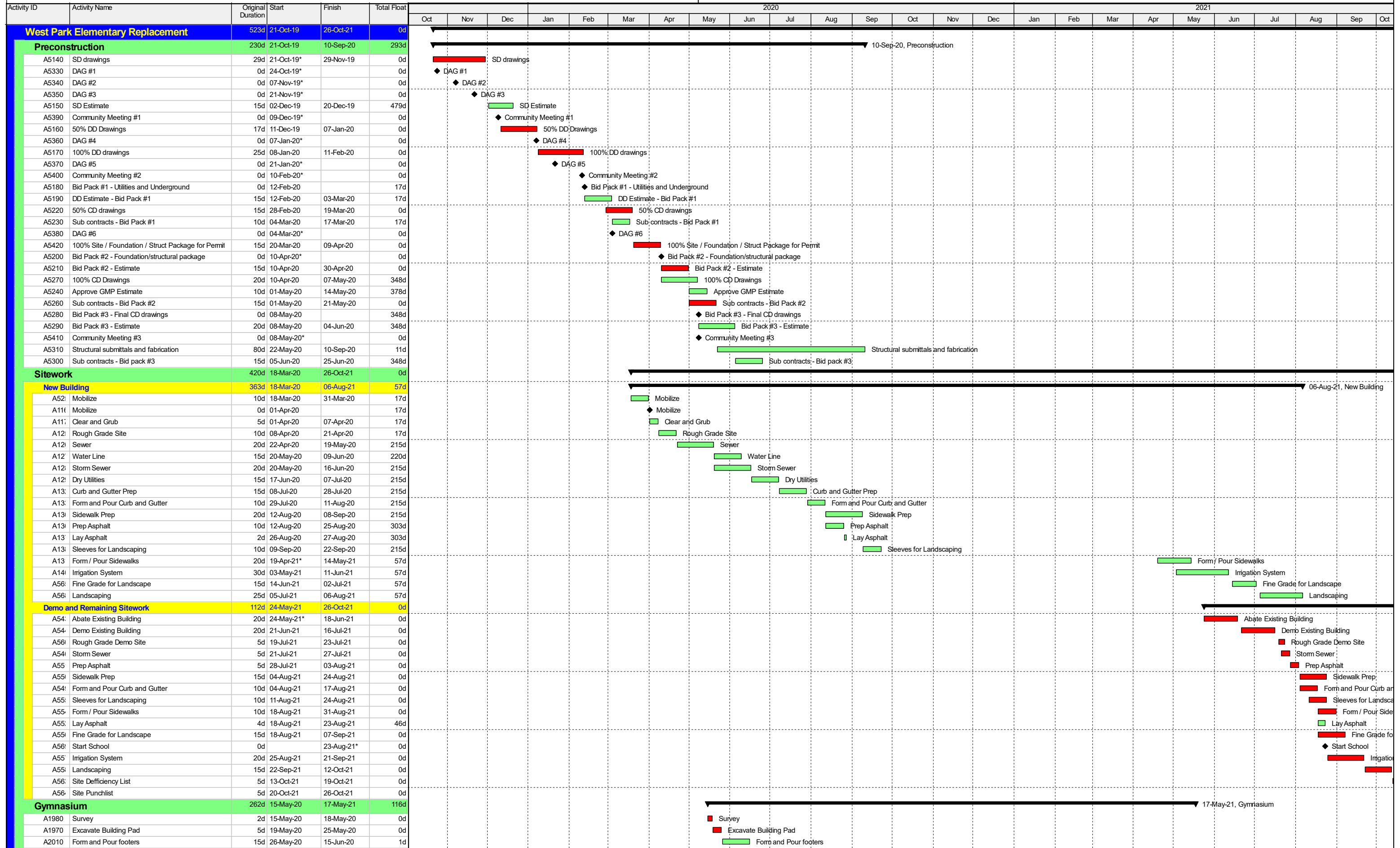
We look forward to working as Team and evaluating every idea to achieve the goals of the District.



# West Park Elementary Replacement

16-Oct-19

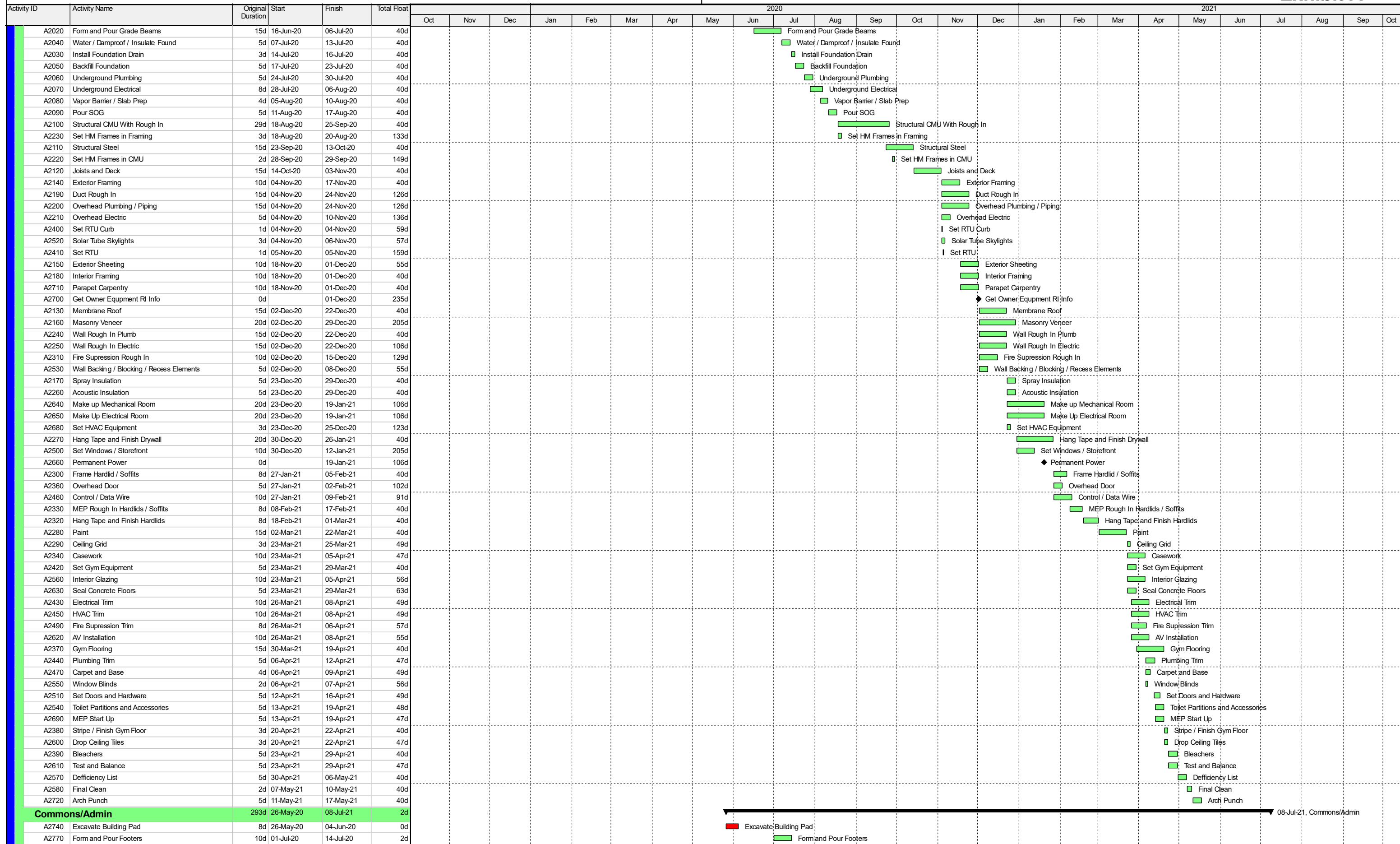
Exhibit A



# West Park Elementary Replacement

16-Oct-19

Exhibit A

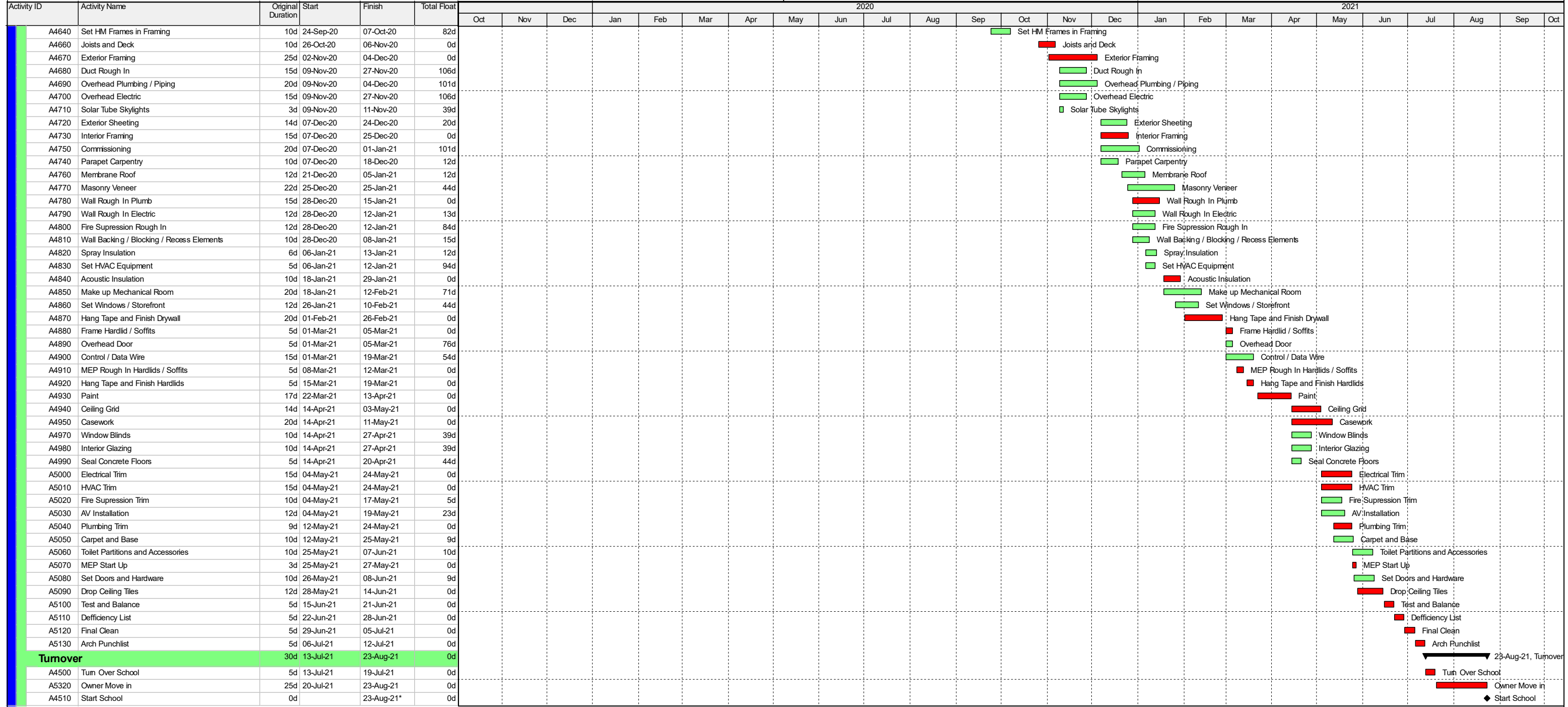




# West Park Elementary Replacement

## 16-Oct-19

### Exhibit A







## Project Approach

Last year, approximately 85% of our projects were CM/GC projects where we provided pre-construction services. Experience has shown us that the most important service we provide is guidance at every stage of the project, from design through successful completion. Therefore, our approach to CM/GC work is based on a proven philosophy wherein the Owner, Owner's Representative, Architect and FCI agree to work together as a cohesive team.

Our approach to the West Park Elementary School Replacement project will be very similar to those we've employed on previous CM/GC projects. We intend to draw upon our previous project successes and practices to complete the project in an economical manner while maintaining the highest level of quality and service.

FCI will work closely with members of the District and Facilities staff and any associated Technology, Maintenance, & Building Personnel, as well as the Design Team to ensure that the best interests of the District are kept at the forefront. We will provide guidance at every stage of the project, from design through successful completion.

We understand that command of technical issues alone does not assure successful project execution and that we must also have a command of the non-technical and people issues. With that in mind, we begin every project with the goal of positioning all Team members to be successful. We identify early on in the design phase:

- Roles and responsibilities of each Team member.
- Goals and expectations of each Team member.
- All project stakeholders.
- Lines of reporting and communication.
- Critical project-related issues.

FCI's proven approach to controlling cost, schedule and quality starts from day one of the design/pre-construction phase of the project.

Upon selection as CM/GC, our participation in the design process begins. From initial design advisory group meetings through preparation of the Guaranteed Maximum Price (GMP), our pre-construction team will work with the project team to arrive at a plan for reaching the goals of the project in terms of design, schedule and budget.

We will build upon the BEST Grant budget as documents are developed, building comparisons in pricing between alternative materials and systems. The budget and schedule will be reviewed and updated at progressive stages to incorporate any value engineering elements accepted by the District. Milestone estimates will be reviewed with the Project Team so that everyone understands the information being presented to make important decisions impacting the project.

FCI will initiate the Value Engineering (VE) process, including a VE report issued to the Team for review and action. Our approach to VE is not merely to cut cost but rather to enhance the value of the project through select revisions to items such as:

- Building systems selection.
- Materials – selection/suitability and local availability.
- Procurement strategies.
- Constructability issues.

Each of these views will be tempered with questions such as 'What are the project's needs?' and 'What options bring the greatest value to the District?'

Another pre-construction activity undertaken by the FCI team includes detailed document/constructability

reviews of the design documents. We will not only identify coordination issues and challenges, but more importantly, we will develop solutions. We look for critical issues such as:

- Development of a Logistics Plan including crane locations, staging/laydown areas, site access, protection of the public and delivery traffic.
- Completeness and clarity of the design documents.
- Coordination of the design documents amongst disciplines.
- Phasing or sequencing of the work – to maximize manpower resources.
- Pre-fabrication/Pre-assembly – Minimizes on site labor and can potentially shorten the construction schedule, usually with better quality control.

We also view this part of our pre-construction services as the initial phase of our overall project quality assurance program.

FCI ensures the transition from Pre-Construction to Construction will be seamless due to the fact that your Project Manager and General Superintendent will be involved with Pre-Construction from day one. Marc and Austin will be assisting Evan and the Pre-Construction team in constructability reviews, logistical planning and subcontractor selection. Their efforts during Pre-Construction will allow them to hit the ground running once construction commences. They will know the project and its challenges from the beginning. Marc and Austin will be doing the scheduling so each will be aware of the critical milestones that must be hit for the project to be completed on time and within budget. Clear and concise communication throughout the pre-construction process to weekly construction meetings in the field will enable the success of this project.

### Local Participation

It is always FCI's intent to maximize local community and local subcontractor participation and this can be enhanced by our understanding of the available resources. We will recommend and provide guidance to the design team to specify local products and services so surrounding area subcontractors have every opportunity to compete for the work. We will aggressively solicit local subcontractors/vendors and be sensitive to the local marketplace; however we will also offer our understanding of other markets and allow the Lake

County School District to capture good value if it is not available locally.

Most importantly, utilizing local firms, and encouraging community design input creates a positive energy about how the project was developed. In a time when many Owners are under scrutiny for allowing construction dollars to leave their region, we strive to set ourselves as an example that high levels of local participation can be achieved. The pride of the neighbors working on their own community's facility will also pay off dividends for generations. We will also perform an open book review of all solicitation efforts and bids received to enable the Team to weigh the pros and cons of possibly paying a premium to use a local versus a non-local subcontractor, and to maximize the amount of money that is kept in the community.

On other similar projects where local participation was desired, we held an open house, similar to a town hall design meeting, to communicate with interested members of the community, and to educate local subcontractors and suppliers about the project and the specific trade and material needs of the building. These events provide an environment where local subs and suppliers and FCI get to know each other and determine how we could work together. It also creates a forum for sharing design ideas, budget discussions, and addressing any concerns.

### Construction Approach

Our job as the CM/GC is to provide timely and accurate information for decision making, keep the project on schedule and provide the perspective of a builder. This ensures the best value, long-term durability, safety and the highest quality.

Teamwork is essential for the success of any project. Our teamwork strategy is straightforward. Keep all team members well-informed, designate a single point of contact to keep all information flowing clean and consistent and meet regularly to make sure all team members stay focused on current project tasks and goals.

### Quality Control

FCI has an extensive Quality Control Program. We have a corporate commitment to our clients to provide them with the highest quality building that has been built to last.

FCI's Subcontractor Management/Quality Control program is designed to provide supervision, inspection and testing of all items of work, including that of suppliers and subcontractors to ensure compliance with applicable specifications and drawings.

Prior to the commencement of construction activities, a pre-installation meeting will be conducted by FCI with the subcontractors. We communicate and establish the ground rules for workmanship.

In addition, weekly coordination meetings with subcontractors are conducted by FCI's Superintendent. This is another means of providing direction regarding expectations for overall quality workmanship, final detailing and trim out.

It is FCI's goal to exceed our clients' expectations. As a back-check of workmanship (and prior to the walk-through by the Design Team), FCI will conduct its own pre-punch list review of the installed work. If any deficiencies are identified, a Pre-Punch Work List is prepared and distributed to the respective subcontractors, along with the schedule for completion.

#### Information Management & Software

FCI utilizes the latest technology to allow your Project Team to professionally manage your project. We use OST (on-screen takeoff) software combined with a custom database of historical costs, for estimating, Primavera Project Planner for Enterprise (P6) for critical path scheduling, and Timberline software for cost tracking and reporting. FCI also employs a Project Web Site to allow all Team members to share information in a timely manner and to increase our speed and the accuracy of communication. For ease of systems integration during construction, our BIM/3D modeling professionals on staff will work with the design team throughout the project to ensure proper coordination of materials and installations. FCI has a full-time, in-house Building Information Modeling (BIM) team that will be dedicated to your project from the very beginning of the pre-construction process. BIM has been very useful to our team on several of our projects including the New Orchard Mesa Middle School, New Columbine Middle School and the Addition and Renovation to the Glenwood Springs Elementary School. In all scenarios, we were able to detect multiple clashes in the MEP systems before construction began that saved us, the clients, and our subcontractors both time and money.

To embrace green standards within our company FCI operates as a Paperless Environment as part of our daily processing of pay applications, invoices, RFIs, submittals and everyday communications. This program enables us to maintain an electronic file cabinet of documentation for a variety of purposes, including ease of processing and reporting to our clients and on-site Project Team.

FCI field teams utilize ipads and Surface tablets to enable real time tracking of daily project progress. This enables our field teams to collaborate more efficiently with subcontractors and Design Consultants. FCI has also implemented ShareFile, which allows our employees to manage data in the field, enabling them to send and receive large files easily and more efficiently.

#### Closeout & Warranty

We are committed to not only starting strong, but to finishing strong as well. We understand that our final actions on site leave a lasting impression with our Clients. FCI takes a proactive approach to warranty work or any potential post-construction issues. We will periodically visit with the maintenance staff to develop an open line of communication. This promotes early detection of any issues that may come up, so they can be addressed promptly before they impact building operations or systems.

At project completion FCI will ensure the following:

- Timely completion of punch list items.
- Timely delivery of complete Operation & Maintenance manuals and as-built documents.
- Thorough and complete owner training. Owner training of desired systems will be digitally recorded and delivered to the District with the closeout documentation.
- Schedule 6 month follow up "refresh" of owner training (as needed).

Our commitment to quality does not end when we de-mobilize and leave the project site. FCI is on call throughout the warranty period. We will schedule a walk-through of the project with the Lake County School District at month 11 of the typical 12 month warranty period. We want to know first-hand if there are any potential warranty issues. Our commitment to client satisfaction continues through the warranty period and beyond.

### Safety on a School Campus

FCI is committed to the safety and health of all School District employees and students, as well as all construction personnel. We will support and comply with any district, governmental, or law enforcement agency for site specific security processes and procedures to be followed on the Lake County School District properties or adjacent facilities. FCI will require that all contractor and associated personnel are fully aware of all security issues and will strictly enforce security procedures and law enforcement practices. We understand that proper identification may/will need to be worn by construction personnel.

FCI will coordinate security details with facility managers to insure that only authorized construction personnel are allowed on site. Security procedures may include: daily sign in – sign out for all construction personnel, photo I.D.s, background checks, establishment of restricted areas, or other security measures that may become necessary during the course of the work.

### Construction Site Tour

FCI sees construction projects on an occupied school facility as a innovative and ‘outdoor’ classroom for the District students to learn about the construction industry and trades. Our project team work together with faculty and staff to engage students in the construction process through site tours, classroom lectures, topping out and ribbon cutting ceremonies. Your FCI project team will work with the District, school faculties and staff to coordinate site tours (weekly, monthly or quarterly) to meet the needs of the District and the school.

### Weekly Progress Reports

Clear and consistent communication with the District, school staff and students is the key to a successful construction project. To facilitate this, FCI’s Project Superintendent publishes a ‘Progress Report’ each week that outlines the upcoming construction activities, completed activities and any pertinent logistics planning.



**2nd Grade Class Jobsite Tour - Orchard Mesa Middle School, Grand Junction, CO**



## References

Located in the Appendix Section is a comprehensive list of all PK-12 school projects in progress or completed within the last ten years. Due to the length of this list, we have highlighted the projects on the list in which your proposed CM/GC team has performed.

In addition, immediately following this page we have also included two letters from the Summit County School District and a letter written for the Two Rivers Convention Center Renovation recently completed for the City of Grand Junction that attest to your proposed project team's performance on these respective projects.



June 14, 2018

To Whom It May Concern:

As the Facilities Director for Summit School District, I am pleased to write this letter of recommendation for FCI Constructors, Inc. Summit School District has been fortunate enough to complete capital construction projects in our schools every summer, large and small, for the last eleven years. We have worked with a variety of contractors and construction firms over that time period and without hesitation, I can say that no other firm will perform as well as FCI.

The level of understanding by FCI personnel of how schools operate is second to none. This is key to a successful school construction project. Over the last year, two FCI teams have been constructing additions and renovating large areas of both our high school (SHS) and middle school (SMS). The work on both schools started very close to our first day of school last August and continued throughout the school year, with construction scheduled to finish just before school starts this fall. Holding school in a construction zone is a huge logistical challenge and the FCI teams are professionals at minimizing the impacts to staff and students. FCI genuinely cares about the concerns school administrators may have while schools are under construction. The FCI project managers, Marc Litzen at SHS, and Brady Blackmer at SMS, have been patient, thoughtful and humorous while guiding our school administrators through the construction process. Site Superintendents Paul Walton and Austin Liesmer are efficient, detail oriented and always talking about site safety. I can also say that I have never heard anyone from FCI say "no" to any request. They are willing and able to accommodate all needs with immediate concern.

The current renovations of SHS and SMS are the largest dollar construction projects we have undertaken in eleven years, totaling almost \$50 million dollars. In that time, I have not seen two projects go as well as these projects. The FCI teams are always several steps ahead of our design teams, school administrators, our Owners Representatives and myself when we meet weekly to discuss the construction process and progress. Brady, Marc, Paul and Austin and all other FCI personnel present are willing to discuss any detail at length, address questions immediately and demonstrate "customer service" at a level that seems to have been forgotten by most.

We are currently discussing future construction projects in our school district and FCI will always be at the top of the list for consideration. I would be happy to answer any questions about FCI Constructors, Inc. Please contact me at 970-368-1052 should you have any questions.

Respectfully,

Woody Bates

Facilities Director

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 Ms. Cindy Bargell, Director  
 Ms. Tracey Carlsch, Director  
 Ms. Kate Hudnut, Director

Ms. Kerry Buhler, Superintendent

Greg Guevara  
Principal

Jeff Chabot  
Assistant Principal

Nelle Biggs  
Assistant Principal, MYP



158 School Road, PO Box 7 Frisco, CO 80443  
970.368.1200



June 15, 2018

To whom it may concern,

It is with my highest confidence that I give my recommendation for FCI Constructors, Inc. My work with Brady Blackmer - Project Manager, Austin Liesmer - Superintendent and the FCI team began in June of 2017. FCI has been renovating, and adding onto, Summit Middle School in a massive \$16.5 million dollar bond project. We are adding 12 new classrooms, two art rooms, doubling the size of our cafeteria and creating a new media/technology/innovation space.

The FCI team has been nothing short of exemplary in their work on this project. Their planning and responsiveness our needs has been incredible. The construction work began soon after school started this year. The team was completely adaptable and accommodating to the needs of running an 800 student school while keep the project moving. They worked around our hours and events and reinforced security measures to make sure our school stayed safe and secure with various subcontractors and new entrances. Throughout the school year we felt almost no impact from the work taking place.

During the year we have added new items to the project and tweaked the original design as we saw things unfold. Brady, Austin and the team have been very open and receptive and have helped us get the exact building that we want. As would be expected with any project this size, issues have come up throughout the work (small water leak, wires hanging from the ceiling, etc), Austin has answered the phone 100% of the time when I have called and the issues were taken care of immediately.

So far our project is on budget and on schedule, a massive nod to FCI for a project of this scope and reach. Thanks to FCI we will open in August with state of the art new spaces that reflect our exact needs and wants. I have felt a great amount of partnership from FCI throughout this project. I give them my strongest recommendation to you and I am confident you will be equally as happy as I have been.

If you would like to talk with me directly about FCI and the Summit Middle School project I would be happy to discuss our experiences.

Sincerely,

Greg Guevara  
Principal - Summit Middle School  
970.368.1201



October 7, 2019

RE: Two Rivers Convention Center Renovation Project, Grand Junction CO

To Whom It May Concern:

May this letter serve as a recommendation of the excellent work and planning that FCI Constructors put into the Two Rivers Convention Center renovation project which was recently completed in September of 2019. This downtown Grand Junction economic driver was built in the 1970s and had undergone several remodeling projects, the most significant of which took place in 2001. This most recent and very necessary project included extensive infrastructure work including roofs, drainage, life safety, and security elements. Additionally, the necessary, albeit mundane, projects much of the work was to ensure the building was more functional and more attractive than it had previously been.

As the operator of the venue on behalf of the owner, the City of Grand Junction, our staff was very familiar with the challenges working within the space posed for our operations, food and beverage, and event staffs as well as the clients who rent the space to produce the largest events in the valley. FCI was very easy to work with, and as we described our challenges, they continuously brought a depth of experience and understanding of potential solutions. The caliber of people working on our project far exceeded my personal and my company's nationwide experience with contracting firms. The FCI team was a pleasure to work with and I would recommend their expertise to anyone looking for construction management no matter the scale.

Our project necessitated the skill of complex schedule management; we remained occupied three months before the closure of the facility, and regained occupation of the event venue for another month before the back punch was complete. During the project FCI had to arrange for our staff to provide hard hat tours to continue booking, stop construction and regain fire and building department approval for a conference to be held, and manage a variety of deadlines that were imperative to the execution of city-wide events with an enormous economic impact on the City and Valley. FCI remained solution-oriented and executed these demands nearly flawlessly.

If asked to describe the style of management FCI provides, I would say it is solution-focused and professional in demeanor. Juggling dozens of subcontractors and the owners and operators of this staple venue was not an easy task, however, you would not have known that from the way the crew on the ground operated. Austin Liesmer and Todd Skidmore did an excellent job and their supporting cast Dennis Tobin Jr., Sam Meeks, and David Hale were wonderful. Brady Blackmer was a great Project Manager, and Andy Conkling and Evan Walton were essential during the costing phases of the project. We maximized the available funds to do something the community will feel, see, and enjoy for decades to come.

Sincerely,

Maria Rainsdon  
General Manager, OVG Facilities  
mrainsdon@grandjunctionevents.com



# Current and Completed PK-12 Project - Last 10 Years

Projects completed by one or more of your proposed project team members.



Project Name	Primary Categories	Final (or Current) Contract AC	Construction Schedule - Calculated Completion Date (5)	Client Name	Client Contact Name	Client Phone	Delivery Method	Firm Org Offices	Consultant Firm - Company	Project Status
<u>Del Norte PK-12 School</u>	PK-12 Educational	\$42,769,901.00	12/27/2019	Upper Rio Grande School District C-7	Christopher Burr	(719) 657-4040	Design Build	Durango	TreanorHL Architecture	Current
New 110 000 SF building to consolidate District facilities. Demolition of existing buildings. LEED Gold.										
<u>SVVSD - Soaring Heights K-8 School</u>	PK-12 Educational	\$40,244,152.00	08/01/2018	Saint Vrain Valley School District RE-1J	Rick Ruffino	(303) 776-6200	CM/GC or CM at Risk	Frederick	Cator, Ruma & Associates Cunningham Group Design Concepts JVA Consulting Engineers	Completed
New K-8 School 126 000 Sqft with full site development of approximately 25 acres.										
<u>Window Rock Events Center</u>	PK-12 Educational	\$37,070,178.00	01/02/2014	Window Rock Unified School District #8	Leon Charles Nancy Lewis	(928) 729-6711	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
New Events Center plus classrooms offices retail space and locker rooms. This new 129 014 square-foot three-story High School Sports Arena is designed to accommodate over 6 200 students and spectators and features competition and practice basketball courts wrestling room team facilities and locker rooms public rest rooms ticket and administration offices media facilities operations and support facilities. Site development/utility work included major mass excavation grading and drainage parking lots and complete utility infrastructure including main water sewer and power distribution.										
<u>MCVSD Orchard Mesa Middle School</u>	PK-12 Educational	\$34,505,918.00	12/31/2019	Mesa County Valley School Dist 51		(970) 245-8182	CM/GC or CM at Risk	Grand Junction	Blythe Group + co.	Current
<u>BVSD - Meadowlark PK-8 School</u>	PK-12 Educational	\$32,690,618.00	09/25/2017	Boulder Valley School District RE2 (BVSD)	Tom Blahak	(303) 447-1010	CM/GC or CM at Risk	Frederick	Cunningham Group Fielding Nair International	Completed
This new Pre-K through 8th grade school was completed under a CM/GC delivery method by FCI. The 101 745 SF school houses learning communities/classrooms cafeteria/multi-use space gymnasium aux. gymnasium music classrooms and administration area. The school was designed with natural ventilation system to ensure safe healthy and comfortable conditions for building occupants without using mechanical systems. Natural ventilation reduces energy consumption for air-conditioning. FCI met BVSD's 75% diversion rate for construction waste for this project.										
<u>Mountain Valley PK-12 School</u>	PK-12 Educational	\$26,831,510.00	10/31/2019	Mountain Valley School District RE-1	Travis Garoutte	(719) 655-2578	CM/GC or CM at Risk	Durango	TreanorHL Architecture	Current
New 59 206 SF PK-12 School and associated site improvements and demolition of existing structure.										
<u>Montrose School District Columbine Middle School</u>	PK-12 Educational	\$26,273,628.00	11/01/2018	Montrose School District RE-1J		(970) 249-2653	CM/GC or CM at Risk	Grand Junction	Blythe Group + co.	Completed
<u>RFSD Glenwood Springs Elementary Addition/Renovation</u>	PK-12 Educational	\$25,203,052.00	01/02/2018	Roaring Fork School District	Jeff Gatlin	(970) 384-6001	CM/GC or CM at Risk	Grand Junction	TreanorHL Architecture	Completed
The remodeled building was built in 1921 which is a complete gut of all int. walls ceiling and flooring for a new remodeled classroom wing and gym. The addition encloses a new classroom wing new admin and a new cafeteria. The site also doubles in size with a new parking lot new soccer fields and all new playground equipment on a 10 acre site.										
<u>Prairie Heights Middle School</u>	PK-12 Educational	\$23,888,784.00	08/17/2015	Weld County School District 6	Brad Johnson	(970) 348-6000	Hard Bid - Select List	Frederick	CyberLink Corp Design Concepts Envision Mechanical Engineers Hord Coplan Macht JVA Consulting Engineers KBN Engineers Kitchen Tech RB+B Architects, Inc. RJ McNutt & Associates Shen Milsom Wilke, LLC	Completed
New two-story 103 395 SF middle school to replace John Evans MS. BEST-funded. Demolition of the old school followed. LEED Gold.										
<u>Summit High School Additions</u>	PK-12 Educational	\$23,712,461.00	08/31/2018	Summit School District RE-1	Mike Arnold	(970) 668-0631	CM/GC or CM at Risk	Grand Junction	TreanorHL Architecture	Completed

# Exhibit A

and Renovations

A classroom and gym addition major renovation within the existing administration cafeteria and media center.

Tsehootsooi Middle School PK-12 Educational \$23,453,651.00 12/01/2010 Window Rock Unified School District #8 (928) 729-6711 Hard Bid - Select List Phoenix Vigil & Associates Architectural Group Completed

New Middle School at existing campus. 68 083 SF of new work and 40 500 SF of renovations with extensive sitework. LEED Silver.

Bayfield 3-5 School PK-12 Educational \$23,243,412.00 09/01/2018 Bayfield School District #10JT-R Janie Hoover (970) 884-2496 CM/GC or CM at Risk Durango Chamberlin Architects Completed

This project consists of the construction of a brand new elementary school approximately 70 000 square feet on the District's vacant property adjacent to the Bayfield Middle School for grades 3-5. This building includes a Geothermal field and off-site improvements to two road intersections and traffic circulation improvements at Bayfield Middle School.

SVVSD - Mead Elementary School Replacement PK-12 Educational \$21,825,456.00 08/15/2020 Saint Vrain Valley School District RE-1J (303) 776-6200 CM/GC or CM at Risk Frederick Anderson Mason Dale Architects Current

Judy Nelson Elementary School PK-12 Educational \$20,408,173.00 01/25/2017 Central Consolidated School District #22 Dennis Fieldsted (505) 368-4984 Hard Bid - Select List Aztec Dekker/Perich/Sabatini Completed

The new Judy Nelson Elementary School is a combination of new site work building demolition (44 700 SF) new construction (82 400 SF) and renovation (15 800 SF). The project is located on the existing campus of Ruth Bond & Grace Wilson Elementary Schools

Ignacio High School PK-12 Educational \$20,223,180.00 07/24/2015 Ignacio School District 11-JT Rocco Fuschetto (970) 563-0501 Hard Bid - Select List Durango RTA Architects Completed

Renovation of 55 000 SF of the existing school plus demolition of portions of the building to make way for the new additions totaling 42 000 SF.

Gunnison School District - Gunnison High School PK-12 Educational \$19,287,040.00 08/20/2010 Gunnison Watershed School District RE1J Jon Nelson (970) 641-7760 CM/GC or CM at Risk Grand Junction Blythe Group + co. Completed

One of six bond projects FCI completed as CM/GC for this District the Gunnison High School project was a complex undertaking spanning 16 months of construction. The 35 000 SF addition provided a second gymnasium classrooms and commons area. The entire school was also renovated approximately 70 000 SF for a total construction cost of \$19 287 000. At project completion we were able to return over \$500 000 to the District in unused contingency funds.

Sanford PK-12 School PK-12 Educational \$18,819,985.00 12/15/2013 Sanford School District 6J Kevin Edgar (719) 274-5167 CM/GC or CM at Risk Durango LKA Partners, Inc Completed

In September of 2012 65 000 SF of the structure was demolished to make way for 60 000 SF of new construction that culminated in the form of two wings connected by a main corridor - creating new areas for typical classrooms programs such as Vo/Ag art and music plus space for the new kitchen and cafeteria. Over 43 000 SF of the existing building was slated to remain and were completely re-purposed to house the auxiliary gym stage and locker rooms. This project achieved LEED Gold certification and is a BEST-funded project.

SVVSD - New Innovation Center PK-12 Educational \$18,268,200.00 09/20/2018 Saint Vrain Valley School District RE-1J Rick Ruffino (303) 776-6200 CM/GC or CM at Risk Frederick Anderson Mason Dale Architects Completed

Approximately 50 000 SF Innovation Center located in Longmont Colorado. The Project consists of full site development which will provide a comprehensive research & development center for student real world experiences as researchers developers programmers project managers and data analysts. College and Career readiness will also be a major objective. The building will hold programs such as PTECH Incubator/Enterprise Zone and Innovation Center.

Elbert School District PK-12 School PK-12 Educational \$17,453,024.00 07/01/2014 Elbert School District 200 Kelli Thompson (303) 648-3030 CM/GC or CM at Risk Frederick Hord Coplan Macht Completed

A new replacement 68 000 SF BEST funded P-12 facility. LEED Gold. The school has a design capacity for up to 300 students. The site size is approximately 9.8 acres.

27J New Reunion Elementary School PK-12 Educational \$16,764,637.00 07/01/2017 School District 27J Caleb McNeil (303) 655-2900 CM/GC or CM at Risk Frederick Hord Coplan Macht Completed

This new 65 250 SF elementary school is located in the Reunion Subdivision in Commerce City. This neighborhood school that also serves as a community gathering place houses 20 classrooms for 1st - 5th grade 4 kindergarten and 2 pre-school rooms break-out spaces for each wing night time access to gym cafeteria and library pre-kindergarten and elementary playgrounds and field.

Summit Middle School Additions and Renovations PK-12 Educational \$16,674,468.00 09/20/2019 Summit School District RE-1 Mike Arnold (970) 668-0631 CM/GC or CM at Risk Grand Junction Wold Architects and Engineers Completed

Construction of 3 additions 2 of these are classroom additions totaling approx. 17 300 SF the other is an Art classroom addition and addition to their cafeteria totaling approx. 8 700 SF. Renovation to about 35 000 SF of the existing school including classroom renovations Media Center/Library renovation Technology Lab renovation Administration area renovation and security upgrades to the Middle School entrance Mechanical electrical and low-voltage upgrades to portions of the existing school Replacement of a good chunk of the existing door hardware for the school to make it more secure. Including the addition of access control technology. Site work including reworking the bus loop and parking areas and reworking the main school entrance to address traffic congestion.

APS - Vista PEAK P-8 Exploratory School PK-12 Educational \$16,461,802.00 06/30/2010 Aurora Public Schools Amy Spatz Bob Barwig (303) 367-3000 Hard Bid - Select List Frederick Hord Coplan Macht RB+B Architects, Inc. Completed

Part of the Aurora Public Schools highly anticipated PK-20 campus the LEED Gold Certified PK-8 has enough capacity for 1 000 students and also serves as a community gathering place.

LCSD #1 - Prairie PK-12 \$15,650,285.00 08/01/2015 Laramie County School District 1 Dennis Auker (307) 771-2124 Hard Bid - Cheyenne Benchmark Engineers Completed

Wind Elementary School Educational

Select List

By Architectural Means  
CE Group, The  
LimeGreen Design  
Martin/Martin Consulting Engineers  
Ricca Design Studios  
RJ McNutt & Associates

# Exhibit A

New two-story Elementary School for 510 students on 15.7 acres.

BVSD - Broomfield High School Improvements PK-12 Educational \$15,373,266.00 10/01/2018 Boulder Valley School District RE2 (BVSD) Charles Zachemsky (303) 447-1010 CM/GC or CM at Risk Frederick DLR Group Completed

Improvements to facility condition athletic fields technology safety and security and sustainability.

Crested Butte Community School PK-12 Educational \$15,292,969.00 09/30/2010 Gunnison Watershed School District RE1J Jon Nelson (970) 641-7760 CM/GC or CM at Risk Grand Junction Blythe Group + co. Completed

One of six school projects included in the 2008 School Bond project. This project includes: addition of classrooms library second gymnasium and renovation of administration locker rooms dining and kitchen. New boiler room and equipment. LEED Gold.

DeBeque PK-12 School Addition PK-12 Educational \$14,861,282.00 11/15/2017 DeBeque School District 49JT (970) 283-5596 CM/GC or CM at Risk Grand Junction LKA Partners, Inc Completed

New additions at the existing Jr./Sr. High School demolish the existing elementary school & library and install site work and athletic facility.

Missouri Ridge Middle School Phase 1 PK-12 Educational \$14,841,286.00 09/30/2018 Williams County District #8 Rob Turner (701) 572-6359 CM/GC or CM at Risk Williston EAPC Architects/Engineers Completed

Construction of new middle school.

Hi Plains School District New PK-12 PK-12 Educational \$14,673,311.00 11/15/2014 Hi Plains School District R-23 Mike Warren (970) 664-2636 CM/GC or CM at Risk Frederick CannonDesign Completed

New BEST funded replacement school 51 268 SF. LEED Gold. Includes athletic fields. The new educational facility features an elementary wing Jr/Sr High School wing gymnasium cafeteria stage and administration area. A new football field was also constructed at the new site.

Reserve Combination School PK-12 Educational \$14,163,222.00 10/29/2016 Reserve Independent Schools Bill Green (575) 533-6242 Hard Bid - Select List Aztec Greer Stafford/SJCF Architecture Completed

Construction of an approx. 26 300 SF new combined school building and an approx. 7 300 SF auxiliary gym. Renovation and addition to an approx. 22 500 SF main gymnasium. Associated existing building demolition site work and utilities. Construction of new parking lots and drive lanes and associated site demolition. Construction of a new athletic field and track.

Chinle High School Modernization PK-12 Educational \$13,646,147.00 08/04/2020 Chinle Unified School District No. 24 Quincy Natay (928) 674-9600 CM/GC or CM at Risk Phoenix Green & Green Current

Renovation of administration area sciences classrooms and gymnasium. Creation of a new Hogan/Community Center.

Eutimio "Tim" Salazar Elementary School PK-12 Educational \$13,591,686.00 11/20/2015 Espanola Public School District 55 Gilbert Sanchez (505) 367-3323 Hard Bid - Open Aztec SMPC Architects Completed

Renovations and additions necessary to replace and bring portions of the existing facility to adequacy for 420 students in grades K-6. Includes 20 new classrooms media center new administration suite toilet rooms and kitchen. Upgrades to existing roof and new roofing. New and upgraded mechanical plumbing electrical technology and fire protection. Site work includes new play areas new parking lots sidewalks bus and parent drop off drives drainage facilities utilities and landscaping fencing site walls gates and lighting. Approx. 55 776 SF.

LCSD #2 - Burns Elementary School PK-12 Educational \$12,844,185.00 02/26/2010 Laramie County School District 2 Kim Nelson (307) 245-4081 CM/GC or CM at Risk Cheyenne Tobin & Associates Completed

New Elementary consisting of 53 500 sf including geothermal.

RFSD Phase II - Basalt Middle School Renovation PK-12 Educational \$11,906,928.00 10/15/2017 Roaring Fork School District Ken Melby II (970) 384-6001 CM/GC or CM at Risk Grand Junction TAB Associates TreanorHL Architecture Completed

School renovation (82 611 SF) and addition (3 935 SF) included complete remodel of the middle school including auditorium two new additions and new site circulation.

Divide County School District Improvements, Phases 1 - 3 PK-12 Educational \$11,842,438.00 12/31/2017 Divide County School District No. 1 Sherlock Hirling (701) 965-6313 CM/GC or CM at Risk Williston EAPC Architects/Engineers Completed

A fully functional boiler and HVAC system in each school a fully functional elevator at the elementary school On-site infrastructure electrical upgrades.

Ignacio Middle PK-12 \$11,794,641.00 09/02/2013 Ignacio School District 11-JT Rocco Fuschetto (970) 563-0501 Hard Bid - Durango RTA Architects Completed

School	Educational					Select List				
This new 52 114 SF middle school is part of the three-school master plan for the growing Ignacio School District. With the Library and Commons area centrally located the two wings coming out from the center house the individual classrooms computer labs teacher work areas administrative offices gymnasium art music and science classrooms. The project also included extensive site work for multipurpose fields utility and road work bus and parent drop-off lanes and parking areas.										
<u>Lake City Community School</u>	PK-12 Educational	\$11,607,231.00	09/16/2020	Lake City Community School	Rebecca Hall	(970) 944-2314	CM/GC or CM at Risk	Durango	RTA Architects	Current
<u>Alcalde Elementary School</u>	PK-12 Educational	\$11,232,501.00	06/27/2013	Espanola Public School District 55	Gilbert Sanchez	(505) 367-3323	Hard Bid - Select List	Aztec	FBT (Fanning Bard Tatum) Architects	Completed
New 1-story school on 23.8 acre site constructed of steel roof joists masonry & metal stud load bearing walls. Site improvements and utilities are included. Geothermal.										
<u>Ray Public K-12 Addition/Renovation</u>	PK-12 Educational	\$10,740,925.00	08/28/2020	Nesson Public School District #2	Ben Schaffer	(701) 568-3301	CM/GC or CM at Risk	Williston	ICON Architectural Group	Current
Addition to gym and remodel of existing shop space to accommodate a larger lunch room.										
<u>Bayfield K-2 School</u>	PK-12 Educational	\$10,626,176.00	09/01/2018	Bayfield School District #10JT-R	Janie Hoover	(970) 884-2496	CM/GC or CM at Risk	Durango	Chamberlin Architects	Completed
<u>Rocky Mountain Deaf School</u>	PK-12 Educational	\$10,552,668.00	11/15/2014	Rocky Mountain Deaf School	Amy Novotny Eric Pendley	(303) 984-5749	CM/GC or CM at Risk	Frederick	Ambient Energy Anderson Mason Dale Architects BCER Engineering KL&A, Inc. LimeGreen Design S. A. Miro, Inc.	Completed
New BEST-funded PK-12 School. LEED Gold.										
<u>Frontier Academy - Additions at two schools</u>	PK-12 Educational	\$10,148,877.00	11/30/2017	Frontier Academy	Bradford Every	(970) 339-9153	CM/GC or CM at Risk	Frederick	Hord Coplan Macht	Completed
Scope of Work includes but not limited to the following:• Secondary School - Gym ancillary spaces and orchestra/drama classroom addition• New Soccer field and track and associated 16th street improvements• Elementary School - Gym addition										
<u>SVVSD - Thunder Valley PK-8 Addition &amp; Remodel</u>	PK-12 Educational	\$9,917,036.00	07/05/2013	Saint Vrain Valley School District RE-1J		(303) 776-6200	CM/GC or CM at Risk	Frederick	CannonDesign	Completed
Converting the old Frederick High School into a PK-8 with two major additions. Upgrade classrooms art room music room gym safety doors technology lighting storage sound control and air quality.										
<u>GCSD16 - Grand Valley High School Site Improvements</u>	PK-12 Educational	\$9,650,005.00	08/15/2016	Garfield County School District 16		(970) 285-5701	CM/GC or CM at Risk	Grand Junction	TreanorHL Architecture	Completed
<u>Bayfield High School New Facilities</u>	PK-12 Educational	\$9,477,567.00	08/27/2014	Bayfield School District #10JT-R	Troy Zabel	(970) 884-2496	CM/GC or CM at Risk	Durango	Anderson Mason Dale Architects RMBA Architects	Completed
The Bayfield High School Project consists of a Performing Arts Auditorium and Music Classrooms as well as an Auxiliary Gymnasium totaling 33 000 SF. The Auditorium includes a fully functioning performing arts stage with a 450 seat capacity. The classrooms includes instrument and vocal rehearsal rooms soundproof practice rooms and a welcoming art gallery and congregation space for visitors. This project also includes a baseball stadium and fieldhouse complete with a concessions stand and announcer's booth.										
<u>Chinle District Wide HVAC Upgrade</u>	PK-12 Educational	\$9,162,241.00	10/01/2014	Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
Rework trusses bar joist for added weight New Masonry and chain link enclosures Upgrade all existing evaporative cooling district wide with new cooling coils condensing units new gas and electric package units t-stats rebuild VAV controls Energy management system Upgrade electrical power new transformers panels										
<u>Silverton School - Comprehensive Rehabilitation</u>	PK-12 Educational	\$8,963,327.00	08/15/2012	Silverton School District #1 (CO)	Anthony Edwards	(970) 387-5543	CM/GC or CM at Risk	Durango	Anderson Hallas Architects, PC	Completed
FCI recently finished this 21 500 sf three story 1911 brick school building and the 1937 Gymnasium renovation which is approximately 10 000 sf. This BEST-funded project was a total building rehabilitation/renovation including replacement of the plumbing mechanical electrical building systems and inclusion of fire safety systems security measures and ADA access provisions in both the main building and gym. This project began in November 2010 and reached completion in August in time for the start of the 2012 school year. This project has a LEED Gold Certification and also meets the requirements of the Colorado Historical Society.										
<u>Trenton School Additions and Renovations</u>	PK-12 Educational	\$8,598,379.00	09/02/2019	Eight Mile School District 6	Matt Schriver	(701) 774-8221	CM/GC or CM at Risk	Williston	EAPC Architects/Engineers	Completed
7 852 SF renovations 12 692 SF addition.										
<u>RFSD Phase III Basalt HS</u>	PK-12 Educational	\$8,268,409.00	06/01/2018	Roaring Fork School District	Ken Melby II	(970) 384-6001	CM/GC or CM at Risk	Grand Junction	Eidos Architects, LLC	Completed

Improvements to Basalt High School.

Exhibit A

<u>GCSD16 - Bea Underwood Elementary 2015</u>	PK-12 Educational	\$7,857,506.00	08/12/2016	Garfield County School District 16		(970) 285-5701	CM/GC or CM at Risk	Grand Junction	TreanorHL Architecture	Completed
New site concrete paving landscaping signage and outdoor basketball court. Interior renovations including flooring casework finishes ceilings.										
<u>District 51 New Alternative High School</u>	PK-12 Educational	\$7,625,074.00	08/01/2016	Mesa County Valley School Dist 51	Cal Clark Phil Onofrio	(970) 245-8182	CM/GC or CM at Risk	Grand Junction	Blythe Group + co.	Completed
A new alternative high school building and a new building to house The Opportunity Center. Approximately 20 000 sf and 11 500 sf respectively.										
<u>RFSO Phase II Carbondale Middle School</u>	PK-12 Educational	\$7,601,144.00	09/01/2017	Roaring Fork School District		(970) 384-6001	CM/GC or CM at Risk	Grand Junction	TAB Associates TreanorHL Architecture	Completed
The construction of general site work interior renovations replacement of exterior windows addition of full fire sprinklers throughout the building and other building and site upgrades.										
<u>Chinle Housing 2011 Phase 2</u>	PK-12 Educational	\$7,600,573.00	11/30/2013	Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
New Construction 8 units at 1 384 sf 6 units at 1 214 sf										
<u>Many Farms &amp; Tsaille Elementary Sports Fields</u>	PK-12 Educational	\$6,794,145.00	09/23/2011	Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
School. New football baseball and softball artificial turf fields.										
<u>BVSD - Birch Elementary School</u>	PK-12 Educational	\$6,679,107.00	08/15/2016	Boulder Valley School District RE2 (BVSD)	Charles Zachemsky	(303) 447-1010	CM/GC or CM at Risk	Frederick	OZ Architecture	Completed
1 676 SF of addition to add cafeteria space vestibule upgrades and preschool.										
<u>Ouray School Renovation</u>	PK-12 Educational	\$6,574,864.00	10/19/2016	Ouray School District R-1	Scott Pankow	(970) 325-4218	CM/GC or CM at Risk	Durango	RTA Architects	Completed
Expansion of main entry vestibule and office spaces improvements to site and ventilation new science casework entire roof replacement new vestibules at SE corner and south side.										
<u>Dulce Middle School Addition/Renovation</u>	PK-12 Educational	\$6,376,746.00	06/27/2014	Dulce Independent School District #21	Naomi Vicenti	(505) 759-3353	Hard Bid - Open	Aztec	Dekker/Perich/Sabatini	Completed
24 000.00 sf two story addition to existing school- renovation of interior admin area cafeteria science lab and computer classrooms sitework parking area and bus loops exterior canopy steel structure playground landscaping and lighting										
<u>Chinle District Wide Re-Roof</u>	PK-12 Educational	\$6,214,290.00	04/15/2013	Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
Re-roof of 14 buildings on 5 different school campus' includes new standing seam and TPO materials.										
<u>Grenora Public School Additions &amp; Renovations</u>	PK-12 Educational	\$6,152,716.00	07/31/2016	Grenora Public School District No. 99	Troy Walters	(701) 694-2711	Hard Bid - Open	Williston	EAPC Architects/Engineers	Completed
This project is comprised of three renovated areas and two new additions. Renovated area one consists of approximately 2 250 square feet and includes five new administration offices conference room bathrooms and reception area. Renovated area two consists of approximately 1 620 square feet and includes boys and girls bathrooms two new classrooms and storage room. Renovated area three consists of approximately 2 700 square feet and includes library two study rooms special education classroom co-ed bathroom and office. New addition area one consists of 1 000 square feet and includes a kitchen expansion and maintenance area. New addition area two consists of 22 000 square feet and includes a gymnasium seven classrooms teachers work room boys and girls locker rooms weight room boys and girls bathrooms and storage rooms.										
<u>SSSD - Steamboat Middle School HVAC</u>	PK-12 Educational	\$6,144,795.00	11/15/2018	Steamboat Springs School District RE-2		(970) 879-1530	CM/GC or CM at Risk	Grand Junction	Hord Coplan Macht	Completed
<u>Tsaille Elementary Classroom &amp; Remodel</u>	PK-12 Educational	\$6,102,859.00	09/12/2012	Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
This CM@Risk Elementary Classroom and Remodel project was a \$6.1M 75 516 square foot addition and remodel upgrading the existing facility to meet the needs and functions of the school. The renovations included upgrading the existing spaces and adding new areas to allow existing areas to be modified into larger classrooms. The project consisted of office modifications interior renovations of the cafeteria new men's and women's restrooms a new locker room new classroom building and new faculty restrooms. A new annex building was also constructed providing space for the new Parent Center which provided a meeting area for parent campus volunteers as well as a computer resource room for the community. A new fire alarm system was added bringing the entire school campus up to code. ADA compliant sidewalks handrails ramps and retaining walls completed the scope of work for this project. FCI worked with the Chinle Unified School District and the Design Team to ensure that the plans and specifications indicated the appropriate level of quality desired for the project.										
<u>BVSD - Nederland MS/Sr. High Remodel</u>	PK-12 Educational	\$6,032,182.00	10/01/2019	Boulder Valley School District RE2 (BVSD)	John Sinnett	(303) 447-1010	CM/GC or CM at Risk	Frederick	RTA Architects	Current
<u>Two Rivers</u>	PK-12	\$5,793,566.00	09/01/2017	Two Rivers Community School	Adriana Hire	(970) 384-5200	CM/GC or	Grand	Hord Coplan Macht	Completed

Community School Addition Educational

CM at Risk Junction

# Exhibit A

A 20 500 sf renovation and 8 400 sf addition to convert an existing postal distribution center into a new Charter School.

Red Mesa High School - CTE Vocational Building PK-12 Educational \$5,778,110.00 12/15/2015 Red Mesa Unified School District 27 Tommie Yazzie (928) 656-4100 CM/GC or CM at Risk Phoenix SPS+ Architects Completed

Construction of a new Career and Technical Education (CTE) facility which replaced an outdated metal building on site that currently houses the construction and welding programs and provide new space to relocate the marketing/radio broadcast and media/graphic arts programs. Additionally the project will add space for a new medical/health occupations program.

RFSD Phase II Glenwood Springs Middle School Renovation PK-12 Educational \$5,543,048.00 04/15/2018 Roaring Fork School District Ken Melby II (970) 384-6001 CM/GC or CM at Risk Grand Junction TAB Associates TreanorHL Architecture Completed

Interior and Exterior Renovations to Glenwood Springs Middle School. Renovations include: Larger west window openings creating a Secure Entry Vestibule renovation of student toilet rooms the Administration and Library and Commons providing Innovations and Technology Labs and creating the "Heart" of the school in the new adjacency of the Library and Commons.

CCSD - Cherokee Trail High School Addition PK-12 Educational \$5,499,086.00 07/21/2014 Cherry Creek School District Mike Lovick (303) 773-1184 Hard Bid - Select List Frederick LKA Partners, Inc Completed

A 26 710 SF addition to existing school plus interior remodeling. Addition includes: New lecture hall three math classrooms two new chemistry labs ten language labs plus office and workroom space.

Chinle Housing Phase 3 PK-12 Educational \$5,496,510.00 06/20/2014 Chinle Unified School District No. 24 Quincy Natay (928) 674-9600 CM/GC or CM at Risk Phoenix Green & Green Completed

22 units for Teacher Housing with a total square footage of 27 832.

Dolores K-12 School PK-12 Educational \$5,370,987.00 12/22/2014 Dolores School District RE-4A Scott Cooper (970) 882-7255 CM/GC or CM at Risk Durango Blythe Group + co. Completed

FCI was selected as the Construction Manager for the renovation and additions of the Dolores K-12 schools. This BEST-funded project has an addition to the elementary school classrooms renovation to the locker rooms in-between the two gyms and a new Science and Vocational Educational building. This project achieved LEED Gold certification

Tsehootsooi Primary Learning Center PK-12 Educational \$5,291,000.00 12/01/2009 Window Rock Unified School District #8 (928) 729-6711 Hard Bid - Open Phoenix Vigil & Associates Architectural Group Completed

This 18 000 s.f. renovations and additions project consisted of a new classroom wing with ten classrooms student restrooms teacher's resource area and a life skills classroom and a new multi-purpose building.

GCS16 - L.W. St. John School Renovation PK-12 Educational \$5,230,492.00 02/15/2016 Garfield County School District 16 Damond Culver (970) 285-5701 CM/GC or CM at Risk Grand Junction TreanorHL Architecture Completed

Improvements to exterior concrete and asphalt paving site amenities interior finishes gym floor and ceilings.

HVAC Upgrades - Kirtland HS PK-12 Educational \$5,199,433.00 06/30/2018 Central Consolidated School District #22 Dennis Fieldsted (505) 368-4984 Hard Bid - Select List Aztec ME & E Engineering, Inc. Completed

Remove existing antiquated evaporative cooling air handling units and install new refrigerated air units. Remove existing terminal devices and install new VAV boxes. Install new DDC controls new fire sprinklers in portions of the building and new electrical distribution to new HVAC equipment. Insulate existing ductwork replace existing gyp ceilings and lighting in portions of the building.

LCSD #1 - Buffalo Ridge Elementary Renovation PK-12 Educational \$5,057,918.00 10/15/2018 Laramie County School District 1 Dennis Auker (307) 771-2124 Hard Bid - Open Cheyenne By Architectural Means Completed

Remodel/addition to existing building including new entry vestibule. Renovation to include relocation of the admin office updates to instructional spaces code upgrades M/E/P - installation/upgrades. 85% of work completed during 2018 summer break.

RFSD Phase III Bridges High School PK-12 Educational \$4,982,774.00 08/20/2017 Roaring Fork School District (970) 384-6001 CM/GC or CM at Risk Grand Junction A4 Architects, LLC CannonDesign JVA Consulting Engineers Completed

Remodel to the existing school including new lighting and mechanical upgrades and new elevator.

Missouri Ridge Middle School Phase 2 PK-12 Educational \$4,852,140.00 06/17/2019 Williams County District #8 Rob Turner (701) 572-6359 CM/GC or CM at Risk Williston EAPC Architects/Engineers Completed

Nizhoni, Mesa, & Eva B. Stokley Schools Renovation PK-12 Educational \$4,848,124.00 08/05/2013 Central Consolidated School District #22 Dennis Fieldsted (505) 368-4984 Hard Bid - Select List Aztec Greer Stafford/SJCF Architecture Completed

This project includes work at three (3) separate elementary schools (Nizhoni Eve B Stokely and Mesa Elementary) in Shiprock NM. Scope of work includes but is not limited to: light gauge framing finishes plumbing HVAC electrical site utilities and grading paving site concrete and playgrounds. There is a cafeteria addition and classroom addition including masonry structural steel associated finish & MEP work.

# Exhibit A

<u>Ross Montessori Charter School New Construction</u>	PK-12 Educational	\$4,813,078.00	03/31/2016 Ross Montessori School	Mark Kavasch	(970) 963-7199	Hard Bid - Select List	Grand Junction	A4 Architects, LLC Cunningham Group	Completed
New 20 585 SF Montessori school.									
<u>APS - Lansing Elementary Additions &amp; Renovations</u>	PK-12 Educational	\$4,754,152.00	10/01/2012 Aurora Public Schools	Amy Spatz	(303) 367-3000	Hard Bid - Select List	Frederick	LKA Partners, Inc	Completed
Expansion of the school capacity from 313 students to 514 students. The design includes classroom additions a new front entrance and an addition to house the district s Deaf and Hard of Hearing program. The project also includes parking lot and site improvements.									
<u>BVSD - Nederland Elementary School Remodel</u>	PK-12 Educational	\$4,679,100.00	10/01/2019 Boulder Valley School District RE2 (BVSD)	John Sinnett	(303) 447-1010	CM/GC or CM at Risk	Frederick	RTA Architects	Current
<u>SVVSD - STEM Discovery at Mountain View Elem</u>	PK-12 Educational	\$4,471,233.00	12/14/2014 Saint Vrain Valley School District RE-1J		(303) 776-6200	CM/GC or CM at Risk	Frederick	Hord Coplan Macht	Completed
Scope of work was completed in three phases; Phase 1 consisted of 29 000 square foot remodel that was completed over the summer. The admin and library additions along with the sitework had to be complete during this same time frame. Phase 2 was a complete renovation of the ECE wing (approximately 18 000 square feet) that was completed from 7/15/14 to 12/12/14) and Phase 3 was the completion of the Library (12/13/14 thru 1/23/14). ECE area is the first STEM program in the district.									
<u>Independence Charter Academy Core Building &amp; Classroom Modular</u>	PK-12 Educational	\$4,455,080.00	07/31/2015 Independence Charter Academy	Damon Lockhart	(970) 254-6850	CM/GC or CM at Risk	Grand Junction	Blythe Group + co.	Completed
A new facility on property just over 40 acres.									
<u>GCSD16 - Transportation and Maintenance Building</u>	PK-12 Educational	\$4,211,915.00	08/12/2016 Garfield County School District 16	Damond Culver	(970) 285-5701	CM/GC or CM at Risk	Grand Junction	TreanorHL Architecture	Completed
Addition to existing alternative school and maintenance building. The alternative school received new computer labs classrooms and secure vestibule entrance. The transportation department received a new bus maintenance facility office and meeting space. The facility department received new storage warehouse new offices and workrooms.									
<u>RFSO Phase I School Improvements</u>	PK-12 Educational	\$4,207,137.00	09/18/2016 Roaring Fork School District	Jeff Gatlin Ken Melby II	(970) 384-6001	CM/GC or CM at Risk	Grand Junction	TAB Associates	Completed
Renovations and improvements to six different schools.									
<u>PSD - Lincoln Middle School I.B. World School Renovation</u>	PK-12 Educational	\$4,013,393.00	10/01/2016 Poudre School District R-1	John Little	(970) 482-7420	CM/GC or CM at Risk	Frederick	RB+B Architects, Inc.	Completed
Upgrades to MEP door hardware flooring roof and structure as required for new RTUs.									
<u>BVSD - Broomfield Heights Middle School</u>	PK-12 Educational	\$3,976,214.00	10/15/2011 Boulder Valley School District RE2 (BVSD)	Chris Meyer Tom Blahak	(303) 447-1010	CM/GC or CM at Risk	Frederick	LKA Partners, Inc	Completed
Administration and IMC additions with classroom renovations and irrigation / site improvements.									
<u>SVVSD - Aspen Ridge Preparatory School</u>	PK-12 Educational	\$3,940,242.00	08/30/2018 Aspen Ridge Preparatory School	Charla Salmeron	(720) 242-6225	CM/GC or CM at Risk	Frederick	Cunningham Group	Completed
11 000 SF addition of gym/cafeteria/stage									
<u>Tuba City Athletic Fields- Construction</u>	PK-12 Educational	\$3,902,395.04	05/15/2011 Tuba City Unified School District	William Higgins	(928) 283-1152	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
Synthetic softball fields with related site work dugouts and batting cages.									
<u>Many Farms New Gym</u>	PK-12 Educational	\$3,793,672.00	11/11/2011 Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
New Gymnasium									
<u>Aztec High School Renovation &amp;</u>	PK-12 Educational	\$3,747,740.00	11/30/2009 Aztec Municipal School District	Roy Waters	(505) 334-9474	Hard Bid - Open	Durango	Greer Stafford/SJCF Architecture	Completed

# Exhibit A

Kitchen Addition

Interior Finish renovation of existing high school upgrades to plumbing HVAC and electrical. Kitchen freezers/storage addition and sitework. New gymnasium floor and kitchen renovation

<u>SSSD - Gardner Field &amp; Stadium Improvements</u>	PK-12 Educational	\$3,690,234.00	11/30/2018	Steamboat Springs School District RE-2		(970) 879-1530	CM/GC or CM at Risk	Grand Junction	Hord Coplan Macht	Completed
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Demo of existing turf field and bleachers addition of new turf track surface new fence new bleacher system sidewalks press box rehabilitation of old concessions stand and new ticket booth.

<u>NATIVE Vocational High School</u>	PK-12 Educational	\$3,443,744.00	11/15/2011	Northeast Arizona Technological Institute of VocEd	Karen Leshner	(928) 697-2500	CM/GC or CM at Risk	Phoenix	BCDM, Inc.	Completed
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The work included in this project includes the full construction of a single story pre-engineered metal building that includes a dining area full service kitchen classrooms offices corridors restrooms TV studio control room PST. Lab hospitality lab general storage mechanical electrical and janitorial space. The work also includes complete site development including demolition and clearing necessary utilities sidewalks and paving (see plan) fencing and gates miscellaneous site improvements site lighting

<u>MCVSD 51 Phase II Central High School Renovation</u>	PK-12 Educational	\$3,355,053.00	08/09/2019	Mesa County Valley School Dist 51	Eric Nilsen	(970) 245-8182	CM/GC or CM at Risk	Grand Junction	DPA Architectural Group	Completed
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Summer upgrades and renovations to Central High School.

<u>SVVSD - Eagle Crest Elementary School Addition</u>	PK-12 Educational	\$3,283,033.00	08/01/2017	Saint Vrain Valley School District RE-1J		(303) 776-6200	CM/GC or CM at Risk	Frederick	RB+B Architects, Inc.	Completed
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8 857 SF for six classroom addition + 1 766 SF admin addition + 2 650 SF renovation

<u>SVVSD - Blue Mountain Elem School Addition</u>	PK-12 Educational	\$3,269,793.00	08/01/2017	Saint Vrain Valley School District RE-1J	George McKinnon	(303) 776-6200	CM/GC or CM at Risk	Frederick	RB+B Architects, Inc.	Completed
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8 190 SF for six classroom addition + 2 491 SF admin addition + 2 000 SF renovation

<u>LCSD #1 - Nutrition Svcs &amp; Facilities Warehouse</u>	PK-12 Educational	\$3,241,331.00	12/16/2010	Laramie County School District 1	Mike Peel	(307) 771-2124	Hard Bid - Select List	Cheyenne	Design Studio, Inc., The	Completed
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Renovation of 18 341 SF existing nutrition services and 22 719 SF of facilities mgmt buildings and a new 3 760 SF garage facility.

<u>Centennial K-12 School Remedial Work</u>	PK-12 Educational	\$3,219,719.00	04/01/2017	Centennial School District RE-1		(719) 672-3322	CM/GC or CM at Risk	Durango	Veritas Consulting and Design	Completed
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<u>Ed Pastor School New Classroom Space</u>	PK-12 Educational	\$3,145,054.00	01/04/2017	Gadsden Elementary School District #32	Dr. Raymond Aguilera	(928) 627-1301	CM/GC or CM at Risk	Phoenix	EMC2 Group Architects	Completed
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A new 22 300 SF building for 19 classrooms and restrooms and a small amount of renovation work to attach the new facility to the existing.

<u>Missouri Ridge Middle School Phase 3</u>	PK-12 Educational	\$2,920,296.00	12/11/2019	Williams County District #8	Rob Turner	(701) 572-6359	CM/GC or CM at Risk	Williston	EAPC Architects/Engineers	Current
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<u>The Learning Experience Daycare Facility</u>	PK-12 Educational	\$2,878,390.00	09/10/2019	Red Hawk Development Corporation	Charles Eckert	(480) 236-2588	CM/GC or CM at Risk	Phoenix	Wenger & Associates, LLC	Completed
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A childcare facility providing care for children from infant to Pre-K. 9 960 SF.

<u>DPS - Samuels Elementary School Renovations</u>	PK-12 Educational	\$2,848,106.00	10/30/2015	Denver Public School District #1	Ted Hagan	(720) 423-3200	CM/GC or CM at Risk	Frederick	SY-BAZZ Architecture LLC	Completed
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General renovations of open plan school which included the removal of ceiling mounted partitions and other related finishes and items and installation of permanent walls and other related finishes and items to create new educational spaces. The renovation impacted mechanical plumbing and electrical systems including fire alarm and firesuppression systems security systems and IT systems.

<u>Tioga Central Elementary Renovations</u>	PK-12 Educational	\$2,824,002.00	08/30/2019	Tioga Public School District #15	Carolyn Eide	(701) 664-2333	CM/GC or CM at Risk	Williston	EAPC Architects/Engineers	Current
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<u>HVAC Upgrades - Shiprock HS</u>	PK-12 Educational	\$2,773,846.00	06/30/2018	Central Consolidated School District #22	Dennis Fieldsted	(505) 368-4984	Hard Bid - Select List	Aztec	ME & E Engineering, Inc.	Completed
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Remove existing antiquated evaporative cooling air handling units and install new refrigerated air units remove existing terminal devices (VAV and FPMB) and install new VAV boxes install new DDC Controls Install new Fire Protection Sprinklers in portions of the building provide new electrical distribution to new HVAC Units replace existing ceilings and lighting in portions of the building.

<u>Vista Nueva HS &amp;</u>	PK-12	\$2,764,528.00	08/04/2010	Aztec Municipal School District	Roy Waters	(505) 334-9474	Hard Bid -	Aztec	Greer Stafford/SJCF Architecture	Completed
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Park Ave. Elem Educational

Select List

Vista Nueva: Construct addition to accommodate food service and seating. Improve child care interior and exterior partition walls and replace play surface. Lighting and HVAC upgrades. Park Ave Elem: Renovation of existing buildings including teacher's lounge and library gymnasium area and classroom building hallways. Upgrade HVAC systems. Renovate playgrounds and provide site drainage solutions.

**Exhibit A**

<u>AD12 - Northglenn High School-Pool to STEM Facility</u>	PK-12 Educational	\$2,706,910.00	12/07/2012	Adams 12 Five Star Schools	Margi Ammon	(720) 972-4000	CM/GC or CM at Risk	Frederick	RB+B Architects, Inc.	Completed
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Demolition of swimming pool and related equipment and remodel of the building for STEM learning facility.

<u>AC Warner Pool Remodel</u>	PK-12 Educational	\$2,687,315.00	12/15/2010	Central Consolidated School District #22	Dennis Fieldsted	(505) 368-4984	Hard Bid - Open	Aztec	Losee Architects	Completed
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Select demo of existing pool & pool building upgrade interior spaces lockers rooms lobby reception area pool splash pad pool deck ADA upgrades pool equipment piping skylight and roof deck. 3700 sqft to be added on two levels includes expanding lobby meeting rooms additional toilet rooms offices bleacher seating new elevator and elevator equipment room.

<u>BVSD - Heatherwood Elementary School</u>	PK-12 Educational	\$2,644,334.00	08/25/2010	Boulder Valley School District RE2 (BVSD)	Tom Blahak	(303) 447-1010	CM/GC or CM at Risk	Frederick	Hord Coplan Macht	Completed
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Addition of classroom space and renovation to special education and admin areas. New fire sprinkler system throughout school.

<u>SVVSD - Mead Middle School Addition/Renovation</u>	PK-12 Educational	\$2,553,976.00	12/20/2019	Saint Vrain Valley School District RE-1J	Julie Testa	(303) 776-6200	CM/GC or CM at Risk	Frederick	Cunningham Group	Current
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Four classroom addition roof replacement and renovation.

<u>Chinle Paving Phase 2</u>	PK-12 Educational	\$2,494,577.00	08/24/2010	Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
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Paving

<u>DPS Hill Middle School Renovation</u>	PK-12 Educational	\$2,313,986.00	08/01/2010	Denver Public School District #1	Mike Butler	(720) 423-3200	CM/GC or CM at Risk	Frederick	CSNA Architects	Completed
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Renovation to include new windows door & hardware upgrades re-painting of entire facility ADA upgrades cleaning of mechanical system landscaping improvements.

<u>BVSD - Eisenhower Elementary</u>	PK-12 Educational	\$2,218,538.00	08/25/2010	Boulder Valley School District RE2 (BVSD)	Tom Blahak	(303) 447-1010	CM/GC or CM at Risk	Frederick	Hord Coplan Macht	Completed
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Addition of library space and renovation to special education and admin areas. New fire sprinkler system throughout school.

<u>SVVSD - Lyons MS / Senior High</u>	PK-12 Educational	\$2,164,005.00	10/30/2010	Saint Vrain Valley School District RE-1J		(303) 776-6200	CM/GC or CM at Risk	Frederick	Cunningham Group	Completed
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Addition/Renovations

<u>Pinon 2010 Capital Improvement Plan</u>	PK-12 Educational	\$2,036,340.00	10/10/2009	Pinon Unified School District No. 4	Larry Wallen	(928) 725-3450	Hard Bid - Select List	Phoenix	SPS+ Architects	Completed
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There are 6 individual projects: PHS-07: HVAC Replacement and Re-Roof PUSD-01: District Wide Asphalt Repair & Seal Coat PUSD-19: District MP Room Repair PHS-04: HS Ceiling Tile Repair & Replacement PUSD-03: District Wide Site Concrete Repair PUSD-04: Apartment Renovations

<u>Chinle USD - Concession Stand &amp; Sports Field CHS</u>	PK-12 Educational	\$1,909,614.00	06/01/2011	Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
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New construction of concession building with misc. sports field improvements. Concession building and miscellaneous sports field improvements. Long jump pit sports fields pole vault soccer goals and turf soccer field

<u>Deer Valley USD 2012 Summer Improvements</u>	PK-12 Educational	\$1,881,220.87	10/04/2012	Deer Valley Unified School District No. 97	Jeff Long	(623) 445-5000	Hard Bid - Select List	Phoenix	ADM Group, Inc.	Completed
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Miscellaneous Summer Wonder Work throughout the District Campuses.

<u>DPS Kepner Middle &amp; Valverde Elementary</u>	PK-12 Educational	\$1,877,606.00	08/18/2011	Denver Public School District #1	Andrew Amador	(720) 423-3200	Hard Bid - Select List	Frederick	SY-BAZZ Architecture LLC	Completed
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General renovations at Kepner Middle School and Valverde Elementary School.

<u>SVVSD - Fall River Elementary Addition/Renovation</u>	PK-12 Educational	\$1,859,196.00	08/01/2018	Saint Vrain Valley School District RE-1J	Gary Frantz	(303) 776-6200	CM/GC or CM at Risk	Frederick	RB+B Architects, Inc.	Completed
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Project Name	Level	Cost	Start Date	Location	Contractor	Contact	Phone	Role	Architect	Status
<u>SVVSD - Alpine Elementary Addition/Renovation</u>	PK-12 Educational	\$1,757,116.00	08/01/2018	Saint Vrain Valley School District RE-1J	Gary Frantz	(303) 776-6200	CM/GC or CM at Risk	Frederick	RB+B Architects, Inc.	Completed
This project consisted of a 4800 SF interior remodel (2) separate single classroom additions various building maintenance items (both interior and exterior) landscaping and a complete replacement and update of the existing fire alarm system.										
<u>District Wide Asphalt Replacement Sealing</u>	PK-12 Educational	\$1,685,018.00	09/15/2010	Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
Asphalt Replacement-10 acre existing site										
<u>PSD - O'Dea Core Knowledge School Renovation</u>	PK-12 Educational	\$1,673,292.00	08/05/2016	Poudre School District R-1	John Little	(970) 482-7420	CM/GC or CM at Risk	Frederick	RB+B Architects, Inc.	Completed
The single story school received mechanical upgrades with alternates inmechanical and flooring. The upgrades will effect several scopes of work including but notlimited to; masonry structural steel rough carpentry roof patching joint sealants louvers flooring acoustical ceilings paint mechanical electrical fire alarm and low voltage cabling.										
<u>APS - Columbia Middle School HVAC Retrofit</u>	PK-12 Educational	\$1,645,398.00	08/03/2010	Aurora Public Schools	Amy Spatz	(303) 367-3000	Hard Bid - Select List	Frederick	Yon Tanner Architecture	Completed
Upgrades to existing middle school.										
<u>Window Rock USD #8 HS-Roofing Misc. Upgrades</u>	PK-12 Educational	\$1,595,149.00	06/01/2012	Window Rock Unified School District #8		(928) 729-6711	Hard Bid - Open	Phoenix	Green & Green	Completed
Scope Includes: HVAC upgrades for Tsehootsooi Elem. & Window Rock HS; new roofing at Window Rock HS; new power upgrade for the Transportation Bldg and Window Rock HS Welding Shop.										
<u>SVVSD - Rocky Mountain Elementary School</u>	PK-12 Educational	\$1,574,099.00	09/30/2015	Saint Vrain Valley School District RE-1J	George McKinnon	(303) 776-6200	CM/GC or CM at Risk	Frederick	RB+B Architects, Inc.	Completed
The project consists of the interior & exterior upgrades to a single story St. Vrain Valley School District Elementary School to take place over Summer Break										
<u>BVSD - Angevine Middle School</u>	PK-12 Educational	\$1,565,601.00	09/19/2011	Boulder Valley School District RE2 (BVSD)	Tom Blahak	(303) 447-1010	CM/GC or CM at Risk	Frederick	LKA Partners, Inc	Completed
Administration and IMC additions with classroom renovations and irrigation / site improvements.										
<u>Mountain Middle Charter School Expansion</u>	PK-12 Educational	\$1,540,021.00	01/10/2017	Mountain Middle School	Shane Voss	(970) 828-5600	CM/GC or CM at Risk	Durango	Feeney Architect	Completed
A 9 985 SF 2-story addition to an existing charter school to include classrooms art room elevator cyber lounge admin area restrooms and exhibition space.										
<u>Chinle SD Computer Services Building</u>	PK-12 Educational	\$1,500,000.00	12/15/2010	Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
New Bldg										
<u>LCSD #2 - 2010 Misc. Projects</u>	PK-12 Educational	\$1,432,526.00	08/12/2010	Laramie County School District 2	Kim Nelson	(307) 245-4081	Hard Bid - Select List	Cheyenne	Tobin & Associates	Completed
Various Work Packages at Albin High School Burns High School Pine Bluffs High School Pine Bluffs Vocational Pine Bluffs Elementary. Portions are energy upgrades funded by ARRA.										
<u>MCVSD Grand Mesa Middle School Renovation</u>	PK-12 Educational	\$1,407,341.00	08/15/2018	Mesa County Valley School Dist 51	Phil Onofrio	(970) 245-8182	CM/GC or CM at Risk	Grand Junction	DPA Architectural Group	Completed
<u>Roosevelt High School Athletics Improvements</u>	PK-12 Educational	\$1,395,505.00	03/31/2016	Weld County RE-5J School District	Martin Foster	(970) 587-6050	CM/GC or CM at Risk	Frederick	TreanorHL Architecture	Completed
New 1 700 SF concessions building with restrooms bleacher expansion drainage and ADA upgrades. School bus parking.										
<u>ISD Transportation Facility (Bus Barn)</u>	PK-12 Educational	\$1,387,193.00	04/01/2016	Ignacio School District 11-JT	Rocco Fuschetto	(970) 563-0501	CM/GC or CM at Risk	Durango	RTA Architects	Completed
New pre-engineered metal building.										
<u>Weight Room at Piedra Vista HS</u>	PK-12 Educational	\$1,355,762.00	11/19/2015	Farmington Municipal School District #5	Tom Sullivan	(505) 324-9840	Hard Bid - Open	Aztec	FBT (Fanning Bard Tatum) Architects	Completed

# Exhibit A

The project includes site demolition in preparation for a new 5 990sqft weight room addition; including a new corridor and four (4) offices. The project is typical shallow spread foundations slab-on-grade with structural studs and steel joist & roof decking. The exterior skin is stucco and aluminum storefront. MEP systems will also be installed to support the new facility.

## Exhibit A

<u>PSD - Cache La Poudre Elementary</u>	PK-12 Educational	\$1,303,813.00	09/26/2015	Poudre School District R-1	John Little	(970) 482-7420	CM/GC or CM at Risk	Frederick	Belford Watkins Group Architects	Completed
Major renovations to include door hardware upgrades/replacement new flood doors secure entry measures (card access lobby waiting area) flooring replacement (carpet tile VCT) major mechanical upgrades/replacement and electrical.										
<u>MCVSD Lincoln Orchard Mesa Elementary</u>	PK-12 Educational	\$1,265,264.00	08/01/2019	Mesa County Valley School Dist 51	Eric Nilsen	(970) 245-8182	Hard Bid - Select List	Grand Junction	DPA Architectural Group	Completed
<u>Chinle Many Farms Deck Replacement</u>	PK-12 Educational	\$1,236,555.00	06/01/2015	Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	Hard Bid - Open	Phoenix	Green & Green	Completed
Renovation of existing balconies on the indicated housing units including the related demolition work - located at Chinle Junior High and Many Farms										
<u>Mesa Valley Community School Renovation</u>	PK-12 Educational	\$1,217,218.00	04/15/2019	Mesa Valley Community School	Kami Costello	(970) 254-7202	CM/GC or CM at Risk	Grand Junction	Blythe Group + co.	Completed
<u>JEFFCO - 809 Quail Building 4 Consolidation</u>	PK-12 Educational	\$1,164,218.00	08/01/2013	Jeffco Public Schools	Mike Moonan	(303) 982-2584	CM/GC or CM at Risk	Frederick	CannonDesign	Completed
Office building for K-12 District. Consolidate office space for maintenance facilities and other departments at the Quail Street location in 2-3 phases. 13 000 SF of interior renovation with private offices replacement of mechanical system and add fire alarm.										
<u>Chinle Vocational Agricultural Building Ag Bldg</u>	PK-12 Educational	\$1,164,143.00	04/15/2011	Chinle Unified School District No. 24	Quincy Natay	(928) 674-9600	CM/GC or CM at Risk	Phoenix	Green & Green	Completed
<u>SVVSD - Indian Peaks Elementary</u>	PK-12 Educational	\$1,159,067.00	08/01/2015	Saint Vrain Valley School District RE-1J	George McKinnon	(303) 776-6200	CM/GC or CM at Risk	Frederick	Hord Coplan Macht	Completed
The project consists of the interior & exterior upgrades to a single story St. Vrain Valley School District Elementary School to take place over Summer Break										
<u>SVVSD - Silver Creek HS Upgrades</u>	PK-12 Educational	\$1,139,938.00	08/01/2014	Saint Vrain Valley School District RE-1J	George McKinnon	(303) 776-6200	CM/GC or CM at Risk	Frederick	Hord Coplan Macht	Completed
Upgrades to technology - college/career center - tennis facilities - alarm system - interior improvements at the cafeteria.										
<u>Gunnison School District - Valley School</u>	PK-12 Educational	\$1,126,614.00	07/31/2010	Gunnison Watershed School District RE1J	Jon Nelson	(970) 641-7760	Hard Bid - Open	Grand Junction	Blythe Group + co.	Completed
One of six school projects included in the 2008 School Bond project. Relocation of alternative school.										
<u>CCSD - Cherry Creek Campus M/E Phase 2</u>	PK-12 Educational	\$1,090,361.00	08/09/2010	Cherry Creek School District	Scott Thomson	(303) 773-1184	Hard Bid - Select List	Frederick	MKK Consulting Engineers	Completed
Fire protection upgrade of existing West building with some work occurring Spring '10 and remainder in the summer.										
<u>SVVSD - Prairie Ridge Elementary School Add/Renov</u>	PK-12 Educational	\$1,076,689.00	08/01/2018	Saint Vrain Valley School District RE-1J	Gary Frantz	(303) 776-6200	CM/GC or CM at Risk	Frederick	RB+B Architects, Inc.	Completed
<u>SVVSD - Black Rock Elementary Renovations</u>	PK-12 Educational	\$1,065,621.00	08/01/2019	Saint Vrain Valley School District RE-1J	Gary Frantz	(303) 776-6200	CM/GC or CM at Risk	Frederick	DLR Group	Current
<u>Gunnison School Tommy Villanueva Field Relocation</u>	PK-12 Educational	\$1,043,097.00	01/01/2010	Gunnison Watershed School District RE1J	Jon Nelson	(970) 641-7760	CM/GC or CM at Risk	Grand Junction	Blythe Group + co.	Completed
Ball Field Relocation. One of six school projects included in the 2008 School Bond project.										
<u>PSD - Beattie Elementary School</u>	PK-12 Educational	\$1,033,374.00	09/26/2014	Poudre School District R-1		(970) 482-7420	CM/GC or CM at Risk	Frederick	Belford Watkins Group Architects	Completed
New cooling tower and steel support structure. New temperature controls and new roof top unit.										
<u>SVVSD - Legacy Elementary School Addition/Renovation</u>	PK-12 Educational	\$1,031,956.00	08/01/2018	Saint Vrain Valley School District RE-1J	Gary Frantz	(303) 776-6200	CM/GC or CM at Risk	Frederick	RB+B Architects, Inc.	Completed
<u>DPS SE Facility Upgrades</u>	PK-12 Educational	\$1,027,053.00	05/26/2010	Denver Public School District #1	Katheryn Zeeb	(720) 423-3200	Hard Bid - Select List	Frederick	CannonDesign	Completed

Renovations to McMeen ES (ADA improvements including an Elevator) and G. Washington HS (Stage floor hardware replacement).

Project Name	Level	Amount	Start Date	Location	Contractor	Phone	Contract Type	Architect	Status
<u>SVVSD - DTS HVAC Upgrades</u>	PK-12 Educational	\$686,723.00	09/02/2019	Saint Vrain Valley School District RE-1J	Bryan Zwisler	(303) 776-6200	CM/GC or CM at Risk	Frederick Wold Architects and Engineers	Current
<u>Litchfield Elementary School District - JOC 2019 - 1GPA</u>	PK-12 Educational	\$424,224.00	04/30/2020	Litchfield Elementary School District	Dan Ensign	(623) 935-0000	Job Order Contracting	Phoenix Various	Current
<u>BVSD - Nederland Bus Facility Remodel</u>	PK-12 Educational	\$397,970.00	10/01/2019	Boulder Valley School District RE2 (BVSD)	John Sinnett	(303) 447-1010	CM/GC or CM at Risk	Frederick RTA Architects	Current
<u>TSD - Administration Building Remodel</u>	PK-12 Educational	\$136,121.00	10/11/2019	Thompson School District R2-J	Tammie Knauer	(970) 613-5000	CM/GC or CM at Risk	Frederick RB+B Architects, Inc.	Current
<u>RMUSD Health Office Renovation</u>	PK-12 Educational	\$28,362.00	10/31/2019	Red Mesa Unified School District 27	Michele Scott	(928) 656-4100	Hard Bid - Open	Phoenix	Current
<b>Total Sum:</b>		\$1,181,501,906.91							
<b>Total Average:</b>		\$7,929,543.00							

# Exhibit A

Report Run Time: 00:08

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**Lake County School District  
West Park Elementary School Replacement Project**

11/7/2019

**Firm Name** FCI CONSTRUCTORS, INC

**LUMP SUM ITEMS**

Preconstruction Fee	\$	124,000
General Conditions	\$	1,930,019
2 Year Warranty, in lieu of 1 Year	\$	32,010
<b>DEDUCT</b> if sustainability program NOT pursued (LEED/Green Globes)	\$	(25,000)

**% ITEMS**

% Fee for OH / Profit (% of cost of the work)		3.00%
% for General Liability Insurance (% of cost of the work)		0.85%
% for Performance & Payment Bonds (% of cost of the work)		0.44%
% for Subcontractor Default Insurance (% of cost of the work) If applicable		1.10%
% for Builder's Risk Insurance (% of cost of the work)		0.08%
% Markup fee by CMGC on Change Orders		5.00%
% Markup fee allowed by Subcontractors on Change Orders		10.00%

\* Please attach your firm's equipment rate sheet, including standard winter conditions items

**Hourly Rates**

General Laborer	\$	38.29
Carpenter	\$	55.65
Carpenter Foreman	\$	59.32
Senior Project Manager	\$	114.00
Project Manager	\$	103.00
Assistant Project Manager	\$	82.15
Senior Superintendent	\$	105.75

# Exhibit A

Superintendent	\$	95.76
Project Engineer	\$	73.15
MEP Coordinator	\$	114.00
Project Executive	\$	138.00
Corporate Safety Director	\$	110.00
OTHER (can be filled out by candidate)	FILL IN \$ / HR	
OTHER (can be filled out by candidate)	FILL IN \$ / HR	

## General Conditions Schedule

# weeks of construction activities in which fees were based (mobilization to final completion - including demo)	85
---	----

## Colleen Kaneda

---

**From:** Evan Walton <EWalton@fciol.com>  
**Sent:** Friday, November 8, 2019 1:28 PM  
**To:** Colleen Kaneda  
**Subject:** Re: LCSD - question

It sure if that last one went through. 3% cm contingency at each milestone estimate.

Sent from my iPhone

Evan Walton  
Preconstruction Services Manager  
FCI Constructors, Inc.  
P.O. Box 1767 (81502)  
3070 I-70 B, Bldg. A  
Grand Junction, CO 81504  
P. (970) 434-9093 F. (970) 434-7583 C. (970) 985-0741  
[www.fciol.com](http://www.fciol.com)



*Focused On Your Vision*

On Nov 8, 2019, at 1:10 PM, Colleen Kaneda <colleen.kaneda@dynamicpm.co> wrote:

No construction contingency at GMP?

Colleen Kaneda, Ph.D., P.E., Principal  
Dynamic Program Management  
970.390.0312 | [colleen.kaneda@dynamicpm.co](mailto:colleen.kaneda@dynamicpm.co)

---

**From:** Evan Walton <EWalton@fciol.com>  
**Sent:** Friday, November 8, 2019 1:07 PM  
**To:** Colleen Kaneda <colleen.kaneda@dynamicpm.co>  
**Cc:** Marc Litzen <MLitzen@fciol.com>  
**Subject:** Re: LCSD - question

SD=5%  
50% DD= 3%  
100% DD =2%  
50%CD = 2%  
100% CD = 0%

Evan Walton  
Preconstruction Services Manager  
FCI Constructors, Inc.  
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<image001.png>

*Focused On Your Vision*

On Nov 8, 2019, at 12:58 PM, Colleen Kaneda <[colleen.kaneda@dynamicpm.co](mailto:colleen.kaneda@dynamicpm.co)> wrote:

Hi,

In my first attempt to revamp the fee/GC's process – I forgot to ask about construction and/or estimating contingency at various places of design and GMP.

Could you send me those %s for 100% SD, 50% DD, 100% DD, 50% CD, 100%CD (aka GMP)?

Thanks,  
Colleen

Colleen Kaneda, Ph.D., P.E., Principal  
Dynamic Program Management  
970.390.0312 | [colleen.kaneda@dynamicpm.co](mailto:colleen.kaneda@dynamicpm.co)

<image001.png>



**FCI Cost Worksheet**

Project: **WEST PARK ELEMENTARY**

Div. 1: GENERAL CONDITIONS

**Exhibit A**

DESCRIPTION	QTY	UNIT	PRICE	MATERIAL	PRICE	EQUIP/SUB	PRICE	LABOR	TOTAL
PROJECT MANAGER	43	WK	\$ -	\$ -	\$ -	\$ -	\$ 4,560	\$ 193,800	\$ 193,800
SUPERINTENDENT	85	WK	\$ -	\$ -	\$ -	\$ -	\$ 3,830	\$ 325,550	\$ 325,550
ASST SUPERINTENDENT	70	WK	\$ -	\$ -	\$ -	\$ -	\$ 3,326	\$ 232,820	\$ 232,820
PROJECT ENGINEER	85	WK	\$ -	\$ -	\$ -	\$ -	\$ 2,926	\$ 248,710	\$ 248,710
M/E COORDINATOR	20	WK	\$ -	\$ -	\$ -	\$ -	\$ 4,560	\$ 91,200	\$ 91,200
FIELD SUPERVISION	70	WK	\$ -	\$ -	\$ -	\$ -	\$ 2,373	\$ 166,110	\$ 166,110
FIELD COORDINATION	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
GENERAL FOREMAN	70	WK	\$ -	\$ -	\$ -	\$ -	\$ 1,652	\$ 115,640	\$ 115,640
QUALITY CONTROL	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
SAFETY COORDINATOR	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
TRADE COORDINATION	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
CLERICAL/SECRETARIAL	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
PROJECT COORDINATION	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
ESTIMATING / COST ENGINEERING	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
OFFICE EQUIPMENT	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
PRINTING / REPRODUCTION	1	LS	\$ 6,500	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ 6,500
3D PROGRAMMIN & BIM	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	BY SUB
FILE MANAGMNT SOFTWARE	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
CELL PHONE	20	MO	\$ 300	\$ 5,868	\$ -	\$ -	\$ -	\$ -	\$ 5,868
TRAILER PHONE/INTERNET	18	MO	\$ 200	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ 3,600
RADIOS	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NOT REQ'D
PICKUP RENT	20	MO	\$ 1,100	\$ 21,515	\$ 2,050	\$ 40,097	\$ -	\$ -	\$ 61,612
SUBSTANCE ABUSE TESTING	1	LS	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -	\$ -	INCLUDED
BACKGROUND CHECKS	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
SUBSISTENCE	85	WK	\$ -	\$ -	\$ 1,200	\$ 102,000	\$ -	\$ -	\$ 102,000
RENT	20	MO	\$ -	\$ -	\$ 7,000	\$ 136,917	\$ -	\$ -	\$ 136,917
HOME OFFICE TRAVEL	20	MO	\$ 500	\$ 9,780	\$ -	\$ -	\$ -	\$ -	\$ 9,780
PROJECT SIGNAGE	1	LS	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500
TEMP WALKWAYS,DRIVES & PARKING	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	COST OF WORK
PROGRESS PHOTOS & VIDEOS	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
OFFICE TRAILER	18	MO	\$ 600	\$ 10,800	MOB IN/OUT	\$ 3,500	\$ -	\$ -	\$ 14,300
POSTAGE / DELIVERY	20	MO	\$ 100	\$ 1,956	\$ -	\$ -	\$ -	\$ -	\$ 1,956
SUBMITTALS	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
DUMPSTER & DISPOSAL FEES	85	WK	\$ -	\$ -	\$ 550	\$ 46,750	\$ -	\$ -	\$ 46,750
OFFICE FURNITURE	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
DRINKING WATER	20	MO	\$ -	\$ -	\$ 25	\$ 489	\$ -	\$ -	\$ 489
SMALL TOOLS	1	LS	\$ 6,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000
FORKLIFT	8	MO	\$ -	\$ -	\$ 2,300	\$ 18,400	\$ -	\$ -	\$ 18,400
LOADING & UNLOADING MAT'L	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
JOBSITE CLEANUP	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
OFFICE SUPPLIES	18	MO	\$ 300	\$ 5,400	\$ -	\$ -	\$ -	\$ -	\$ 5,400
OFFICE CLEAN UP	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
TEMP TOILET	20	MO	\$ -	\$ -	\$ 850	\$ 16,626	\$ -	\$ -	\$ 16,626
FIRST AID	20	MO	\$ -	\$ -	\$ 150	\$ 2,934	\$ -	\$ -	\$ 2,934
IT PER USER	20	MO	\$ -	\$ -	\$ 1,000	\$ 19,560	\$ -	\$ -	\$ 19,560
COPIER	20	MO	\$ -	\$ -	\$ 200	\$ 3,912	\$ -	\$ -	\$ 3,912
MAT'L HANDLING	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
TEMP CONSTRUCTION FENCE	20	MO	\$ -	\$ -	\$ 1,750	\$ 34,229	\$ -	\$ -	\$ 34,229
STORAGE VAN	16	MO	\$ 450	\$ 7,200	MOB IN/OUT	\$ 5,000	\$ -	\$ -	\$ 12,200
SAFETY EQUIPMENT	16	MO	\$ 400	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ 6,400
FIRE EXTINGUISHERS	1	LS	\$ 3,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ 3,500
SAFETY BARRIER / WARNINGS / HARNDRAILS	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	COST OF WORK
LEED REQUIREMENTS	28	WK	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000
TEMP WATER	20	MO	\$ -	\$ -	\$ 150	\$ 2,934	\$ -	\$ -	\$ 2,934
TEMP POWER	20	MO	\$ 400	\$ 7,824	\$ -	\$ -	\$ -	\$ -	\$ 7,824
DRAFTING & DETAILING	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NOT REQ'D
AS-BUILT DRAWING	0	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INCLUDED
<b>TOTALS</b>									<b>\$ 1,930,019</b>



**FCI CONSTRUCTORS, INC.**  
**STANDARD RENTAL RATES**  
 USE D-DAY W-WEEK M-MONTH  
 APPLICABLE TO FCI OWNED EQUIPMENT ONLY

JOB: \_\_\_\_\_  
 JOB NO.: **Exhibit A**  
 PHASE: \_\_\_\_\_  
 MONTH: \_\_\_\_\_

<b>SERVICES</b>									
FIREPROOFING - 2 MAN CREW	2,000.00								
FIREPROOFING MOB	500.00								
GROUND PENETRATING RADAR w/OPER**	2,000.00								
<b>SURVEY</b>									
LASER (LEVEL, ROTATING)	33.00	106.00	233.00						
ROBOTIC TOTAL STATION	225.00	810.00	2,695.00						
REBAR LOCATOR	27.00	78.00	162.00						
THEODOLITE	112.00	335.00	670.00						
TOTAL STATION	63.00	225.00	715.00						
<b>TRUCKS/TRAILERS/STORAGE</b>									
16' FLATBED TRAILER	120.00	240.00	485.00						
16' CARPENTER TRAILER (ENCLOSED)	120.00	240.00	485.00						
COMPRESSOR TR.	182.00	536.00	1,295.00						
GENERATOR TR.	150.00	450.00	1,300.00						
OFFICE TRAILER			700.00						
PICKUP			1,025.00						
PICKUP (ON SITE USE ONLY)			500.00						
PICKUP WITH SNOWPLOW									
STORAGE VAN (CON-X)	25.00	75.00	225.00						
TRASH DUMP TRAILER (12')	99.00	225.00	445.00						
WATER TANK WITH TRAILER	158.00	465.00	945.00						
BRUSH HOG TOW BEHIND	225.00	520.00	1,170.00						
<b>TOOLS AND MISC.</b>									
60# HAMMER AIR	76.00	227.00	490.00						
90# HAMMER AIR	95.00	250.00	540.00						
BACKFLOW PREVENTER/EQUIPMENT			225.00						
COMPACTOR JUMPING	107.00	330.00	590.00						
CORE DRILL 2"-5" (+BIT WEAR)	133.00	220.00	810.00						
DEMOLITION SAW	67.00	175.00	525.00						
DRYWALL TEXTURE SPRAYER (30 GAL)	44.00	113.00	335.00						
ELECT. HAMMER (T-905)	95.00	237.00	378.00						
HILTI VC 40-U WET/DRY VAC (DUST COLLECTOR)	22.00	87.00	260.00						
MOTORIZED POST DRIVER	95.00								
PAINT SPRAYER	76.00	225.00	452.00						
PALLET JACK	72.00	197.00	468.00						
PIPE INSPECTION CAMERA, 100'	175.00	800.00	2,000.00						
PLATE COMPACTOR	110.00	300.00	608.00						
PRESSURE WASHER	105.00	375.00	790.00						
RIDE ON FLOOR SCRAPER (ELECTRIC)	800.00	2,000.00	4,500.00						
ROTO HAMMER AND BITS	87.00	256.00	600.00						
TRASH CHUTE 30" DIAM WITH MOUNTING ACCESSORIES	68.00	234.00	675.00						
WELDER 200AMP	116.00	297.00	576.00						
WIRE FEED WELDER	39.00	116.00	232.00						
<b>TOTAL</b>									

\* OR 1/2 THE VALUE OF THE BLANKET(S) WHEN USED FOR A SEASON, WHICHEVER IS LESS.

Revision 06/03/20

\*\* GPR is \$2,000.00/day; \$1000 / half-day (minimum charge)

\*\*\* Information Technology rate is \$245/month/ per user. Includes: Job Site based computers, iPads, tablets, IT hardware, and supporting software lices support.

\*\*\*\* For heaters less than 400,000 BTU, the D/W/M rate is a lump sum, regardless of quantity of heaters mobilized. These are small(er) units.

Submitted By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Lake County School Board of Education

Dec. 10, 2019

GP-14 is in regards to public participation and what you all would like to put into the board policies. Amy had taken the sample policy from CASB and adjusted it some.

This is a discussion item to see what everyone thinks and then we can look to start the adoption process in the January meeting.

**Policy Type: Governance Process**

**Public Participation at School Board Meetings**

All regular and special meetings of the Board shall be open to the public. While the Board's meeting time is dedicated to its strategic mission and top priorities, the Board desires to hear the viewpoints of all citizens. The Board shall therefore schedule time during Board meetings for brief comments and questions from the public for consideration or follow-up. Public comment may be on items on the agenda or any topic related to the Board's conduct of the schools. The Board shall set time limits on the length of public participation and on the length of individual speeches. Comments at special meetings must be on the topic of the agenda item being considered by the Board.

Members of the public are encouraged to exercise their rights to free speech responsibly. The Board encourages the discussion of all personnel matters be conducted in executive session.

The Board president shall be responsible for recognizing all speakers who shall properly identify themselves, for maintaining proper order, and for adherence to any time limits set. Questions asked by the public may be referred to the superintendent or the superintendent's designee for consideration and later response.

Members of the public wishing to make formal presentations before the Board should make arrangements in advance with the superintendent and/or Board president so that such presentations may be scheduled on the Board agenda.

In addition to public participation during Board meetings, the Board is committed to engaging members of the community on an ongoing basis regarding community values about education during times other than the Board's regular meetings.

Adopted by the Board:

LEGAL REF.: C.R.S. 24-6-401 et seq. (open meetings law)

CROSS REF: Administrative Policy: KE, Public Concerns and Complaints



Lake County School District  
Learning Beyond Walls

### **What is the school board?**

The school board is a group of five people elected from the community to oversee the work of the schools.

### **What do school board members do?**

School board members:

- 1) set goals and priorities for the school district as a whole
- 2) oversee the work of the superintendent
- 3) examine and approve the budget

### **Who can be a school board member?**

A school board member must be:

- 1) registered to vote in Lake County for 12 months before becoming a school board member
- 2) a resident of Lake County

A school board member may not:

- 1) work full-time for the school district
- 2) be convicted of any sexual offense against a child

### **Who can attend a school board meeting?**

Anyone and everyone. There is always a space for public participation when anyone may speak on any topic. You can also call a school board member and ask about putting something on the agenda for a meeting.

### **When and where are they?**

The school board meets the second Tuesday of every month at 5 PM at Pitts Elementary; 328 West 5th Ave; Room 11.

### **Who is on the school board right now?**

Eudelia Contreras 970-406-1624; Jeff Fiedler 720-209-8852; Amy Frykholm (president) 970-333-1342; Stephanie McBride 719-293-0155; Ellie Solomon 303-562-5503 (vice president).



Lake County School District  
Learning Beyond Walls

### **¿Qué es la mesa directiva escolar?**

La mesa directiva escolar es un grupo de cinco personas elegidas de la comunidad para supervisar el trabajo de las escuelas.

### **¿Qué hacen los miembros de la mesa directiva escolar?**

Miembros de la mesa directiva escolar:

- 1) establecer metas y prioridades para el distrito escolar
- 2) supervisar el trabajo de la superintendente
- 3) examinar y aprobar el presupuesto

### **¿Quién puede ser un miembro de la mesa directiva escolar?**

Un miembro de la mesa directiva escolar debe estar:

- 1) registrado/a para votar en Lake County durante 12 meses antes de convertirse en miembro de la mesa directiva escolar
- 2) residente del condado de Lake

Un miembro de la mesa directiva no debe ser:

- 1) empleado de tiempo completo del distrito escolar
- 2) condenado por ningún delito sexual contra un niño

### **¿Quién puede asistir y participar a una reunión de la mesa directiva escolar?**

Cualquiera y todos. Siempre hay un espacio para la participación pública cuando cualquiera quiera hablar sobre cualquier tema. También puede llamar a un miembro de la mesa directiva escolar y preguntar sobre poner algo en la agenda de una reunión. Si desea hablar en español, podemos proveer interpretación.

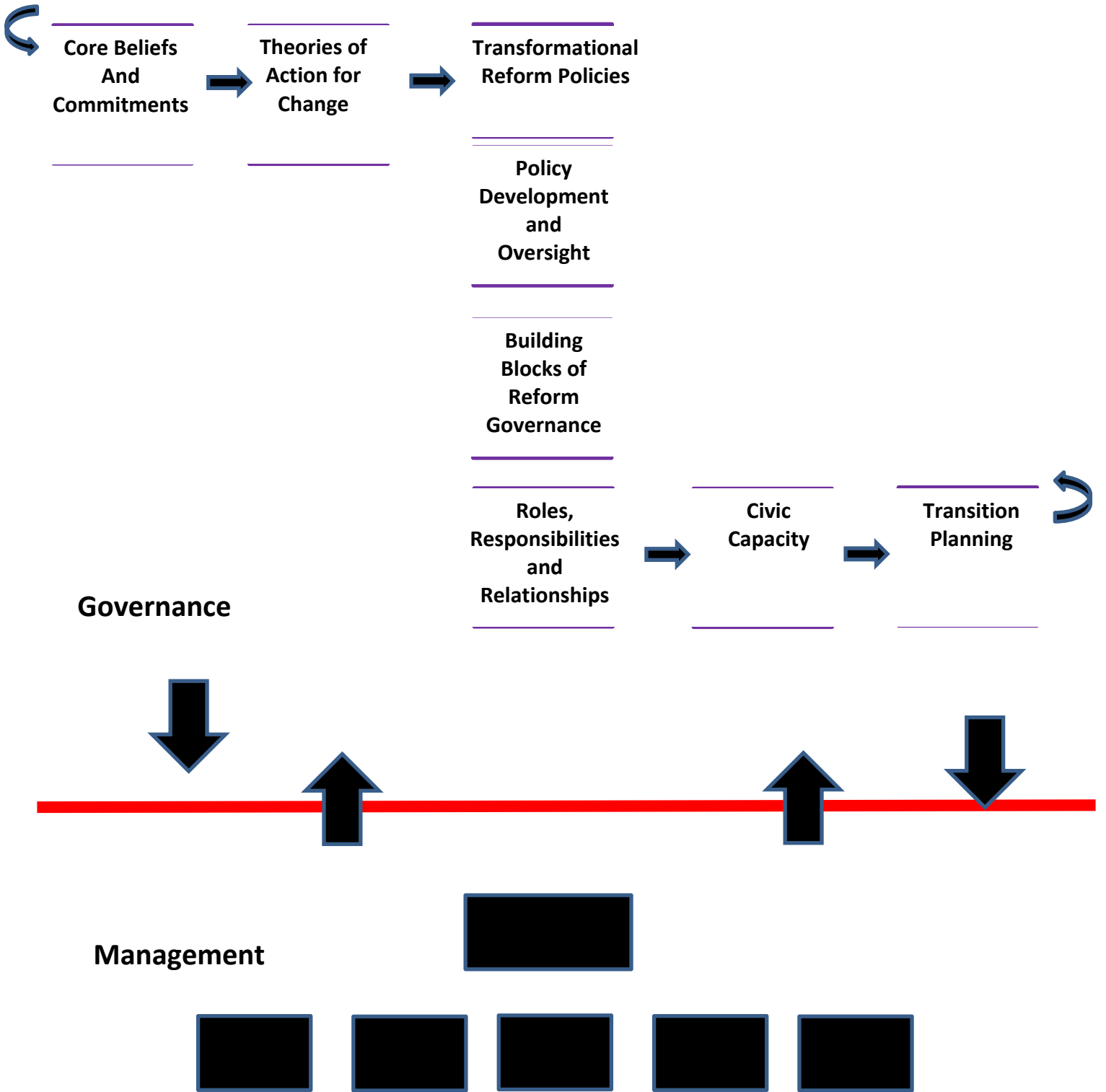
### **¿Cuándo y dónde están reuniones?**

La mesa directiva escolar se reúne el segundo martes de cada mes a las 5 PM en Pitts Elementary; 328 West 5th Ave; Sala 11.

### **¿Quién está en el consejo escolar en este momento?**

Eudelia Contreras 970-406-1624; Jeff Fiedler 720-209-8852; Amy Frykholm (president) 970-333-1342; Stephanie McBride 719-293-0155; Ellie Solomon 303-562-5503 (vice president).

# 11a. The Red Line





## 11b. Functional and Dysfunctional Teams

### Characteristics of Functional and Dysfunctional Boards

Functional Boards	Dysfunctional Boards
The board is focused on a clear set of beliefs, a plan to carry them out, and constant monitoring.	The board cannot agree on goals and process or continues to pile on new work or change the work after the primary work is set.
The board is focused on improving student achievement for ALL students.	The board has an unfocused agenda that wastes time on unimportant, peripheral issues. Non-student achievement issues dominate board meetings.
The board sets clear expectations for the superintendent and provides constructive feedback.	The board hires a superintendent with unclear expectations and then changes its mind frequently.
Differences occur, but they are never personal in public.	Disagreements get personal, and constant bickering is common.
Members work together to represent the whole district; they do not play interest group games.	Members represent special interest groups or only certain areas of the district.
The board does its work through the superintendent.	The board plays to other district staff and goes around the superintendent.
Board members let the administration make the management decisions.	Board members try to influence management decisions.
The board operates in the open and involves the community in the decision making of important issues.	The board avoids transparency and prefers to make big decisions behind closed doors.
The board communicates as one body and works with the media in an ethical manner.	Board members use the press to criticize and demean other board members or undermine the superintendent.
The board conducts short, efficient board meetings with discussions that are respectful, orderly, and to the point	The board conducts long, drawn-out board meetings that involve unprofessional behavior and repetitious comments on petty issues.
The board establishes a process to orient new board members, provides continuous training, and builds collaboration.	The board has no coherent orientation for new board members and no investment in training or team building.

## 11c. Board Roles and Superintendent Roles

### Board Roles and Superintendent Roles

Board's Role	Superintendent's Role
Make policy.	Implement policy.
Hire the superintendent.	Manage the day-to-day operation of the district.
Develop organizational goals.	Coordinate the development and implementation of strategic plans to meet organizational goals.
Adopt an annual budget.	Prepare an annual budget based on priorities discussed with the board.
Delegate to the superintendent responsibility for all executive functions. Avoid handling any administrative details, even when a constituent asks for assistance. Refer the constituent to the appropriate administrator.	Provide the board with recommendations on all problems and issues under board consideration. Use discretionary judgement in situations not covered by board policy, but report significant decisions to the board.
Approve personnel appointments and terminations recommended by the superintendent.	Recommend personnel appointments and terminations.
Provide financial and management oversight by assuring financial integrity and operational efficiency.	Manage district spending and operations.
Require the superintendent to provide regular reports concerning progress and management of the district.	Keep board members fully and accurately informed about the district.
Evaluate the superintendent.	Ensure the evaluation of staff.
Reach out to the community to advocate for the district.	Establish and maintain good public and media relations for the district.

## 11d. Scenarios for Board Practice

### Exploring the Governance-Management Line Activity Scenarios

#### **Scenario 1:**

Board member Mike Smith makes an appointment with the superintendent, goes to her office, and says, “Madam Superintendent, I’ve been hearing a lot of complaints from principals and parents about the performance of this area superintendent in my part of town. I really think you need to move her to another part of the district or into central office because there is so much discontent about how this person is performing her job.”

#### **Scenario 2:**

Board member Jones calls the superintendent one day and says, “Mr. Superintendent, I want an update on the contract negotiations that are going on right now for the sale of the Main Street property. What’s the status of offers, and how are negotiations going?”

#### **Scenario 3:**

**Board member Enders goes to the board president and says, “Mr. Chair, I would like to put an item on an upcoming board agenda to reconsider our district policy of not naming schools after people who are still alive. Would you please do that?”**

#### **Scenario 4:**

Board member Beazley, during a regular board meeting, says: “Madam Superintendent, I just returned from a conference where they were talking about a new bilingual education program that has gotten great results in other districts. I have a lot of information about that program, and I would like you to put it on the agenda for our next meeting so we can consider adopting it for our district.”

#### **Scenario 5:**

School board member Ketchum arrives unannounced at a school one day, steps into the principal’s office, and requests a tour of the building.

#### **Scenario 6:**

A board member calls up the superintendent and says, “I just had breakfast with a group of civic leaders, and there is a lot of anxiety about your upcoming recommendations to the board regarding the timing of a bond proposal. I just wanted to share this information with you and give you a heads-up, in case you haven’t heard this already in your circles.”

**Scenario 7:**

During a vote to approve the admission process for the district's Talented and Gifted program, board member Dawson complained that screening students based solely on test scores was not fair for a child like his who does not test well. He asked to amend the motion to require the superintendent to develop a multiple data-point process.

**Scenario 8:**

Heritage City School Board, operating in its judicial capacity, is meeting to hear a grievance from a teacher with a medical problem that requires her to use the bathroom often. The teacher has filed a grievance because the principal has assigned her to a classroom far away from the bathroom despite her request to be near one. At the grievance hearing, board member Shilling makes a motion to sustain the grievant and require the principal to reassign the teacher to a classroom near the bathroom. Shilling's motion is approved by the board. ***(Contextual notes: State law gives principals the right to make teacher assignments. Also, the district has no policy requiring principals to take teachers' medical conditions into consideration when making placements.)***

**Scenario 9:**

Board member Hernandez called the superintendent to day he had received a tip from a trusted parent that the principal and several teachers at Taft Elementary School were falsifying test results on the state exam. "I want you to investigate," he told the superintendent.

**Scenario 10:**

During its regular monthly meeting, board member Smithers raises his hand and says, "Mr. Superintendent, I'm very concerned about bus safety in our district. I'm hearing stories about reckless driving and busses are not being adequately maintained. I want to know what your perception is and what your plans are for dealing with this issue?"

**Scenario 11:**

During a board workshop, board member Smith asks the superintendent, "What do you think of our district's policy on nepotism?"

**Scenario 12:**

Board member Martinez meets with the superintendent one day and says, "I think we should consider launching a major district initiative around incentive pay for teachers. I wish you would start educating the board about this in preparation for eventual action."

**Scenario 13:**

Board member Grouse is known for grilling staff during board meetings, asking them tough questions about various data and practices in their departments.

**Scenario 14:**

Board member Johnson has a popular magnet school in his neighborhood where admission is first-come, first-served for the limited spaces. Parents, who have been camping out for days before the deadline to get their children enrolled, have implored the school superintendent to install portable toilets at the site because the closest public bathroom is miles away, but he has adamantly refused, saying it not in the budget. Johnson, who believes the parents have a legitimate request, orders the superintendent to get portable toilets installed, explaining that the media has already contacted him for a comment.

## Lake County School District Board of Education Meeting

Dec. 10, 2019

### Board Roles:

Amy Frykholm: President

Eudelia Contreras: CASB and student Representatives: This takes about an hour every two months.

Ellie Solomon: My extra board hat for the last 2 years has been Policy Council, a federally mandated role for a member of our board (IOW, we have to have a Policy Council rep). PC meets on the 1st Tuesday of the month, except for December, July & August. Those scheduled meetings typically run 2 hours and include childcare & a meal. There are occasional special meetings to vote on new hires and Head Start mandated items, but those are much shorter.

Jeff Fiedler:

Lake County School District Board of Education Meeting

Dec. 10, 2019

Board Notes:

Ellie Solomon: Policy Council hasn't met since our last board meeting, no report there. They will not meet again until January.

## **ACCOUNT REFERENCE SHEET BY OBJECT**

01's	All salaries
02's	Health, dental, life, vision insurances, PERA and Medicare benefits
03's	Legal, audit and consulting services
04's	Disposal, snow removal and repairs and maintenance services
05's	Student transportation, all insurances, telephone, postage, advertising, printing and binding, tuition, and travel and registration
06's	General supplies, natural gas and heating expenses, fuel, food, books and periodicals
07's	Equipment
08's	Dues and fees, interest and indirect costs, reserves
52-58	Transfers, allocations and leases



For 10/01/19 - 10/31/19

Expenditure Summary Report

FJEXS01A

Periods 04 - 04

MONTHLY BUDGET STATUS REPORT

BUDGET STATUS(Copy)

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
<b>10 GENERAL FUND</b>						
01 SALARIES	5,861,799.00	.00	521,503.00	1,923,483.17	3,938,315.83	32.81
02 BENEFITS	2,304,580.00	.00	193,196.73	722,053.93	1,582,526.07	31.33
03 PROF/TECH SERVICES	637,180.00	3,636.31	44,003.40	211,994.67	421,549.02	33.84
04 PURCHASED SERVICES	120,129.00	2,270.16	5,624.81	49,490.24	68,368.60	43.09
05 OTHER SERVICES	686,950.00	.00	37,410.04	294,681.29	392,268.71	42.90
06 SUPPLIES	790,888.00	14,306.13	40,638.89	271,887.39	504,694.48	36.19
07 EQUIPMENT	29,100.00	1,040.63	1,930.00	12,393.80	15,665.57	46.17
08 OTHER OBJECTS	2,451,679.00	.00	1,465.00	18,290.23	2,433,388.77	.75
52	735,000.00	.00	26,250.00	492,499.98	242,500.02	67.01
58	330,750.00	.00	27,562.50	110,250.00	220,500.00	33.33
10 GENERAL FUND	13,948,055.00	21,253.23	899,584.37	4,107,024.70	9,819,777.07	29.60
<b>19 COLO. PRESCHOOL PROGRAM</b>						
01 SALARIES	187,075.00	.00	16,624.98	60,480.58	126,594.42	32.33
02 BENEFITS	79,691.00	.00	6,485.19	25,312.90	54,378.10	31.76
04 PURCHASED SERVICES	8,000.00	.00	315.15	1,439.93	6,560.07	18.00
05 OTHER SERVICES	2,229.00	.00	.00	.00	2,229.00	.00
06 SUPPLIES	31,473.00	621.18	1,445.67	6,193.52	24,658.30	21.65
08 OTHER OBJECTS	79,629.00	.00	.00	.00	79,629.00	.00
19 COLO. PRESCHOOL PROGRAM	388,097.00	621.18	24,870.99	93,426.93	294,048.89	24.23
<b>21 FOOD SERVICE FUND</b>						
01 SALARIES	291,200.00	.00	33,394.88	87,288.92	203,911.08	29.98
02 BENEFITS	114,145.00	.00	14,321.61	37,276.24	76,868.76	32.66
05 OTHER SERVICES	2,500.00	.00	64.95	347.51	2,152.49	13.90
06 SUPPLIES	314,500.00	.00	31,466.79	70,905.79	243,594.21	22.55
21 FOOD SERVICE FUND	722,345.00	.00	79,248.23	195,818.46	526,526.54	27.11
<b>22 DESIGNATED PURPOSE GRANTS</b>						
01 SALARIES	1,289,972.00	.00	90,322.94	377,324.60	912,647.40	29.25
02 BENEFITS	488,086.00	.00	30,769.80	126,304.91	361,781.09	25.88
03 PROF/TECH SERVICES	391,748.00	10,300.00	24,757.04	133,249.08	248,198.92	36.64
05 OTHER SERVICES	181,163.00	.00	2,369.31	26,671.32	154,491.68	14.72
06 SUPPLIES	120,634.00	3,085.93	2,685.17	28,056.22	89,491.85	25.82
08 OTHER OBJECTS	363,050.00	.00	.00	.00	363,050.00	.00
22 DESIGNATED PURPOSE GRANTS	2,834,653.00	13,385.93	150,904.26	691,606.13	2,129,660.94	24.87
<b>26 THE CENTER - CHILD CARE</b>						
01 SALARIES	100,179.00	.00	9,534.62	34,538.19	65,640.81	34.48
02 BENEFITS	39,468.00	.00	3,382.40	12,611.83	26,856.17	31.95
03 PROF/TECH SERVICES	8,500.00	.00	705.75	2,117.25	6,382.75	24.91
06 SUPPLIES	21,698.00	42.11	2,190.58	9,267.23	12,388.66	42.90
08 OTHER OBJECTS	71,836.00	.00	187.09	1,508.42	70,327.58	2.10
26 THE CENTER - CHILD CARE	241,681.00	42.11	16,000.44	60,042.92	181,595.97	24.86
<b>27 HEAD START PROGRAM</b>						

For 10/01/19 - 10/31/19

Expenditure Summary Report

FJEXS01A

Periods 04 - 04

MONTHLY BUDGET STATUS REPORT

BUDGET STATUS(Copy)

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>27 HEAD START PROGRAM</b>						
01 SALARIES	400,300.00	.00	35,632.07	137,091.42	263,208.58	34.25
02 BENEFITS	167,109.00	.00	13,609.93	53,121.79	113,987.21	31.79
03 PROF/TECH SERVICES	18,276.00	253.30	2,264.16	6,992.98	11,029.72	39.65
05 OTHER SERVICES	8,750.00	.00	249.55	963.96	7,786.04	11.02
06 SUPPLIES	17,140.00	161.42	1,097.56	5,469.62	11,508.96	32.85
08 OTHER OBJECTS	153,510.00	.00	.00	2,587.16	150,922.84	1.69
27 HEAD START PROGRAM	765,085.00	414.72	52,853.27	206,226.93	558,443.35	27.01
<b>31 BOND REDEMPTION FUND</b>						
08 OTHER OBJECTS	1,549,265.00	.00	.00	.00	1,549,265.00	.00
09 OTHER USES OF FUNDS	506,118.00	.00	.00	.00	506,118.00	.00
31 BOND REDEMPTION FUND	2,055,383.00	.00	.00	.00	2,055,383.00	.00
<b>43 CAPITAL PROJECTS FUND</b>						
03 PROF/TECH SERVICES	489,770.00	2,393.82	100.00	236,775.17	250,601.01	48.83
07 EQUIPMENT	482,036.00	116,407.93	28,440.77	235,054.03	130,574.04	72.91
08 OTHER OBJECTS	253,834.00	.00	.00	.00	253,834.00	.00
43 CAPITAL PROJECTS FUND	1,225,640.00	118,801.75	28,540.77	471,829.20	635,009.05	48.19
<b>64 HEALTH INSURANCE RESERVE</b>						
05 OTHER SERVICES	2,096,757.00	.00	102,732.85	678,241.45	1,418,515.55	32.35
64 HEALTH INSURANCE RESERVE	2,096,757.00	.00	102,732.85	678,241.45	1,418,515.55	32.35



		<u>Beginning Balance</u>	<u>Activity</u>	<u>Deposits</u>	<u>Ending Balance</u>
<b><u>Lake County Intermediate School</u></b>					
LCMS Activity Fund	July	\$ 71,586.85	\$ -	\$ 6.08	\$ 71,592.93
8299	August	\$ 71,592.93	\$ 1,483.38	\$ 391.05	\$ 70,500.60
	September	\$ 70,500.60	\$ 157.00	\$ 1,242.40	\$ 71,586.00
	October	\$ 71,586.00	\$ 6,160.15	\$ 2,808.60	\$ 68,234.45
	November				\$ -
	December				\$ -
	January				\$ -
	February				\$ -
	March				\$ -
	April				\$ -
	May				\$ -
	June				\$ -
<b><u>Lake County High School</u></b>					
LCHS Activity Fund	July	\$ 139,649.88	\$ 47,632.11	\$ 617.35	\$ 92,635.12
2102	August	\$ 92,635.12	\$ 822.25	\$ 19,341.17	\$ 111,154.04
	September	\$ 111,154.04	\$ 729.98	\$ 3,773.20	\$ 114,197.26
	October	\$ 114,197.26	\$ 2,888.84	\$ 9,519.32	\$ 120,827.74
	November				\$ -
	December				\$ -
	January				\$ -
	February				\$ -
	March				\$ -
	April				\$ -
	May				\$ -
	June				\$ -
<b><u>Lake County Athletics</u></b>					
LCSD Athletic Activity Fund	July	\$ 47,279.97	\$ -	\$ -	\$ 47,279.97
2591636986	August	\$ 47,279.97	\$ 2,485.67	\$ 13,274.00	\$ 58,068.30
	September	\$ 58,068.30	\$ 5,034.13	\$ 10,511.38	\$ 63,545.55
	October	\$ 63,545.55	\$ 2,190.48	\$ 3,245.50	\$ 64,600.57
	November				\$ -
	December				\$ -
	January				\$ -
	February				\$ -
	March				\$ -
	April				\$ -
	May				\$ -
	June				\$ -



CONSOLIDATED BILLING CONTROL ACCOUNT STATEMENT

Prepared For	LAKE COUNTY SCHOOL RENA SANCHEZ
Account Number	
Statement Closing Date	10/03/19
Days in Billing Cycle	30
Next Statement Date	11/03/19

For 24-Hour Customer Service Call:  
800-231-5511

Inquiries or Questions:  
Wells Fargo SBL PO Box 29482  
Phoenix, AZ 85038-8650

Credit Line	\$50,000
Available Credit	\$32,412

Payments:  
Elite Card Payment Center PO Box 77066  
Minneapolis, MN 55480-7766

**Payment Information**

New Balance	\$16,226.66
Current Payment Due (Minimum Payment)	<b>\$812.00</b>
Current Payment Due Date	<b>10/28/19</b>

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.  
If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-231-5511 for payoff information.

**Account Summary**

Previous Balance	\$11,198.30
Credits	-
Payments	\$145.79
Purchases & Other Charges	\$11,176.41
Cash Advances	\$16,350.56
Finance Charges	\$0.00
New Balance	= \$16,226.66

**Wells Fargo Business Card Rewards - Legacy**

Membership No: \_\_\_\_\_

Previous Balance	75,035
Points Earned this Month	16,205
Points From Other Company Cards	0
Bonus Points Earned	0
Adjustments	0
Earn More Mail® Bonus Points	0
Redeemed	-
Total Available	= 91,240

**Rewards Notice**  
Check your point balance and redeem your points at wellstargorewards.com. You can also call our Rewards Service Center from 8 a.m. to midnight (ET) at 1-800-213-3365.

5596 0010 YTG 1 7 2 191003 0 PAGE 1 of 6 1 0 3268 1000 ELAC 01DR5596 44944  
See reverse side for important information.

DETACH HERE  
Detach and mail with check payable to "Wells Fargo" to arrive by Current Payment Due Date.

Make checks payable to: Wells Fargo

Account Number	
New Balance	\$16,226.66
Total Amount Due (Minimum Payment)	<b>\$812.00</b>
Current Payment Due Date	<b>10/28/19</b>

Amount Enclosed: \$

Print address or phone changes:  
Work ( )

ELITE CARD PAYMENT CENTER YTG 30  
PO BOX 77066  
MINNEAPOLIS MN 55480-7766

LAKE COUNTY SCHOOL  
RENA SANCHEZ  
328 W 5TH ST  
LEADVILLE CO 80461-3547  
MSP 237 44944



**Rate Information**

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	13.240%	.03627%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	23.990%	.06572%	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>				\$0.00	\$0.00	\$0.00

**Important Information**

\$0 - \$16,226.66 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 10/28/19. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

**Summary of Sub Account Usage**

Name	Sub Account Number Ending In	Monthly Spending Cap	Spend This Period
NOREEN FLORES		9,000	\$370.18
WENDY WYMAN		10,000	\$16.02
BUNNY TAYLOR		10,000	\$3,781.25
JAMES FOGARTY		5,000	\$766.41
PAUL ANDERSON		5,000	\$180.00
CHERYL TALBOT		5,000	\$2,830.35
KAREN JOHNSON		5,000	\$189.24
HOLLY DEBELL		5,000	\$1,858.68
JOYCE LACOME		5,000	\$121.10
BEN CAIRNS		5,000	\$1,162.55
4484610008943063			\$1,219.63
TODD COFFEIN		5,000	\$740.30
KATHLEEN FITZSIMMONS		5,000	\$181.98
RENA SANCHEZ		10,000	\$981.92
KERRI QUINLAN		5,000	\$1,805.16
MICHAEL VAGHER		5,000	\$0.00

**Transaction Details**

The transactions detailed on this Consolidated Billing Control Account Statement contain transactions made directly to this Control Account plus all transactions made on Sub Accounts. If there were no transactions made by a Sub Account that Sub Account will not appear.

Trans Post	Reference Number	Description	Credits	Charges
09/27	F3268008E00CHGDDA	AUTOMATIC PAYMENT - THANK YOU		
		TOTAL	\$11,176.41	11,176.41

Transaction Summary For **NOREEN FLORES**  
Sub Account Number Ending In

09/17	09/17	2469216852X4VXN5T	SOUTHWES 526212127929288900-435-9792 TX	256.98
		10/27/19	FLORES/NOREEN D	
		1 WN W	DENVER SANTA ANA	
09/17	09/17	2469216852X4VXN61	SWA*EARLYBRD5269850400454800-435-9792 TX	20.00
09/28	09/28	24493988FHGZPKP91	SUPERSHUTTL EXECUCARLAX 800-258-3826 CA	55.45
09/28	09/28	24493988FHGZRTF9M	SUPERSHUTTL EXECUCARLAX 800-258-3826 CA	37.75
		TOTAL	NOREEN FLORES / Sub Acct Ending In	\$370.18

Transaction Summary For **WENDY WYMAN**  
Sub Account Number Ending In

09/16	09/16	2449398840T4Q4F1R	ZOOM.US 888-799-9666 CA	16.02
		TOTAL	WENDY WYMAN / Sub Acct Ending In	\$16.02

**Transaction Details**

**Trans Post Reference Number Description Credits Charges**

Transaction Summary For **BUNNY TAYLOR**  
Sub Account Number Ending In

09/05	09/05	24492157TJHTWXN01	JOTFORM INC. HTTPSWWW.JOTF CA		9.50
09/10	09/10	24733097X2M05MAMB	CO DEPT OF EDUCATION SRVC EGOV COM CO		60.00
09/10	09/10	24733097X2M05MMW8	CO DEPT OF EDUCATION SRVC EGOV COM CO		60.00
09/11	09/11	2469216802XK73XNR	LA QUINTA INNS 0986 LAKEWOOD CO		149.00
09/11	09/11	24733097Y2M06L5Z9	CO DEPT OF EDUCATION SRVC EGOV.COM CO		60.00
09/13	09/13	244310681LLO4YSRZ	CROWNE PLAZA DENVER DENVER CO		1,329.20
09/17	09/17	2469216842Y10NWFVX	WPV*Flash Appointments 855-469-3729 CO		120.25
09/19	09/19	2418310877L662P93D	AIRBORNE ATHLETICS 888-8877453 MN		80.00
09/19	09/19	246392387S66GKRJM	MULTICARD 323-2568700 CA		174.59
09/25	09/25	24164078D42NA4T91	OLIVE GARDEN 400044651 LAKEWOOD CO		25.00
09/27	09/27	74431068FLDXGAF4	HOLIDAY INN EXPRESS & SU ALAMOSA CO	42.22	
09/27	09/27	74431068FLDXGAF4	HOLIDAY INN EXPRESS & SU ALAMOSA CO	42.22	
09/27	09/27	74431068FLDXGADAD	HOLIDAY INN EXPRESS & SU ALAMOSA CO	39.48	
09/29	09/29	24207858H4RPKM4Y9	COLORADO ASSOCIATION OF S303-8321000 CO		1,810.00
10/02	10/02	24040488L8B17WHLHZ	WILD BILL'S RESTAURANT LEADVILLE CO		27.61
<b>TOTAL</b>			<b>\$3,781.25</b>		
			<b>BUNNY TAYLOR / Sub Acct Ending In</b>		

Transaction Summary For **JAMES FOGARTY**  
Sub Account Number Ending In

09/10	09/10	24692167X2X5K5SVN	AMZN Mktp US*8L72L5DV3 Amzn.com/bill WA		49.95
09/15	09/15	2469216822XYXVJN8	AMZN Mktp US*P14NX3OC3 Amzn.com/bill WA		19.99
09/17	09/17	2490641842A7SFA9K	JOU*Academic Superstore 866-9474525 TX		389.96
09/18	09/18	244921565S0W295AV	PAYPAL *NATHAN 402-935-7733 CA		60.93
09/21	09/21	2490641882AQVKDWS	DreamHost dh-fee.com 877-8294070 CA		30.00
09/30	09/30	24906418H2AS2GKAH	WEB*NETWORKSOLUTIONS 888-6429675 FL		15.99
10/01	10/01	24430998JRK3TKVRYH	ITUNES.COM/BILL 800-275-2273 CA		59.99
10/01	10/01	24692168J2XTD4RHHY	APL* ITUNES.COM/BILL 866-712-7753 CA		79.80
10/01	10/01	24692168J2XTD4R9YL	APL* ITUNES.COM/BILL 866-712-7753 CA		79.80
<b>TOTAL</b>			<b>\$766.41</b>		
			<b>JAMES FOGARTY / Sub Acct Ending In</b>		

Transaction Summary For **PAUL ANDERSON**  
Sub Account Number Ending In

09/09	09/09	24492157WLVXZS6DN	UBERCONFERENCE 415-842-9989 CA		180.00
<b>TOTAL</b>			<b>\$180.00</b>		
			<b>PAUL ANDERSON / Sub Acct Ending In</b>		

Transaction Summary For **CHERYL TALBOT**  
Sub Account Number Ending In

09/03	09/04	24492157NJHNP6D2	IMSE HTTPSPORTONGIL MI		2,350.00
09/06	09/06	24733097T2M01VJ6N	CO GOVT SERVICES EGOV.COM CO		179.70
09/07	09/07	24692167S2X87ZTL4	KONICA MINOLTA USA 800-456-6422 NJ		76.90
09/11	09/11	24789307ZTM9XZVMY	OTC BRANDS, INC. 800-2280475 NE		58.75
09/12	09/12	24761919780610MVRZD	SCRIPPS SPELLING BEE 513-977-3822 OH		165.00
<b>TOTAL</b>			<b>\$2,830.35</b>		
			<b>CHERYL TALBOT / Sub Acct Ending In</b>		

Transaction Summary For **KAREN JOHNSON**  
Sub Account Number Ending In

09/10	09/10	24431067YWQ1SYPHH	SAFEWAY #2824 LEADVILLE CO		17.99
09/10	09/10	24431067YWQ1SYPJV	SAFEWAY #2824 LEADVILLE CO		11.96
09/11	09/11	24431067ZWQ1RH6TD	SAFEWAY #2824 LEADVILLE CO		16.47
09/14	09/14	244310681M15ND6D8	PARK HYATT BEAVER CREEK 8885874589 CO		142.82
<b>TOTAL</b>			<b>\$189.24</b>		
			<b>KAREN JOHNSON / Sub Acct Ending In</b>		

Transaction Summary For **HOLLY DEBELL**  
Sub Account Number Ending In

09/05	09/05	24492157RJHTTYF73	TEACHSTONE TRAINING WWW.TEACHSTON VA		125.00
09/10	09/10	24692167X2XSSMMG4	AMZN Mktp US*JL2MH1ZP3 Amzn.com/bill WA		26.98
09/11	09/11	24692167Y2XSXK7PM4	AMZN Mktp US*2C85H4AC3 Amzn.com/bill WA		16.99
09/12	09/12	24755417Z7XSL2XNS	HIGHSCOPE EDUCATIONAL RES734-4852000 MI		35.94
09/14	09/14	2469216812XPJNVF0	AMZN Mktp US*JQ1806WZ3 Amzn.com/bill WA		31.21
09/16	09/16	244336548409WLR31	COMMITTEE FOR CHILDREN 800-6344449 WA		530.00
10/01	10/01	24492158JLJ41SZN0	TEACHSTONE TRAINING WWW.TEACHSTON VA		292.56
10/02	10/02	24492158KJL5RXP0K	BRONX, NY LOCALLY HOST WWW.TEACHSTON VA		800.00
<b>TOTAL</b>			<b>\$1,858.68</b>		
			<b>HOLLY DEBELL / Sub Acct Ending In</b>		

Transaction Summary For **JOYCE LACOME**  
Sub Account Number Ending In

09/25	09/25	24717058DGVMGM11	FRONTIER AI N9P3KJ 720-3744390 CO		108.00
09/27	09/27	24733098E2LWDH9ER	CO MOTOR VEH SERV RETA DENVER CO		13.10
<b>TOTAL</b>			<b>\$121.10</b>		
			<b>JOYCE LACOME / Sub Acct Ending In</b>		



**Transaction Details**

Trans Post    Reference Number    Description    Credits    Charges

Transaction Summary For **BEN CAIRNS**  
Sub Account Number Ending In :

09/03	09/04	24060657NS86EWSNG	NATIONAL DROP/OUT PREVENT 864-6560253 SC	499.00	
09/03	09/04	24060657NS86EWSNP0	NATIONAL DROP/OUT PREVENT 864-6560253 SC	499.00	
09/05	09/05	24436547T09W4D/FSJ	EDGENUITY INC. 480-4230118 AZ	90.00	
09/20	09/20	2469216872XD/VN3D9	STU*STUMPS 800-348-5084 IN	63.87	
09/26	09/26	24692168D2X/TTX2SQ	Amazon Music*810BL3W/53 888-802-3080 WA	10.68	
<b>TOTAL</b>			<b>\$1,162.55</b>		

**BEN CAIRNS / Sub Acct Ending In :**

Transaction Summary For **4484610008943063**  
Sub Account Number Ending In :

09/04	09/04	24427337RLM85YGGV	CHICK-FIL-A #02636 ARVADA CO	14.19	
09/10	09/10	24431067X2DZM6TG8	AMAZON.COM*MO71N0SC0 AMZN AMZN.COM/BILL WA	40.45	
09/10	09/10	24744557YD332HTRV	BANNERS.COM 320-9659300 MN	283.45	
09/11	09/11	24431067Y2DYH7VSA	AMAZON.COM*DC5QS0903 AMZN AMZN.COM/BILL WA	87.64	
09/12	09/12	247445580D332M4SZ	BANNERS.COM 320-9659300 MN	110.98	
09/13	09/13	2469216802XNWSMAR	AMZN Mkp US*022GY9S/5B3 Amzn.com/bill WA	11.79	
09/17	09/17	2469216842XGDP2G2	AMZN Mkp US*GTTX01QK3 Amzn.com/bill WA	281.66	
09/18	09/18	247445586D332K77H	BANNERS.COM 320-9659300 MN	73.37	
09/24	09/24	244921588B513D/G8DE	TROPHYKITS 888-767-4954 FL	94.21	
09/26	09/26	24744558ED332MVLW	BANNERS.COM 320-9659300 MN	51.64	
09/26	09/26	24801978DM48N/KYTD	SIGNS.COM 801-355-4124 UT	156.45	
09/27	09/27	24427338FLM80K2SA	CHICK-FIL-A #1110 LITTLETON CO	13.80	
<b>TOTAL</b>			<b>\$1,219.63</b>		

**4484610008943063 / Sub Acct Ending In**

Transaction Summary For **TODD COFFIN**  
Sub Account Number Ending In :

09/16	09/16	2470780830G/T8FXLH	Mesco Corporation 401-683-2677 RI	421.00	
09/18	09/18	244921585JHFQKXVZ	TCI SUPPLY, LLC WWW.TCISUPPLY.PA	319.30	
<b>TOTAL</b>			<b>\$740.30</b>		

**TODD COFFIN / Sub Acct Ending In**

Transaction Summary For **KATHLEEN FITZSIMMONS**  
Sub Account Number Ending In :

09/18	09/18	2401339850281NXZW	CASA SANCHEZ 2 LEADVILLE CO	100.08	
09/26	09/26	24013398DD0363A7DT	CASA SANCHEZ 2 LEADVILLE CO	81.90	
<b>TOTAL</b>			<b>\$181.98</b>		

**KATHLEEN FITZSIMMONS / Sub Acct Ending In**

Transaction Summary For **RENA SANCHEZ**  
Sub Account Number Ending In :

09/17	09/17	2469216852X4VXPAB	SWA*EARLYBRD5269850400841800-435-9792 TX	20.00	
09/17	09/17	2469216852X4VXPAP	SWA*EARLYBRD5269850400842800-435-9792 TX	20.00	
09/17	09/17	2469216852X4VXPAP	SOUTHWES 5262121280832800-435-9792 TX	450.96	
			ANDERSON/PAUL JASON		
			DENVER		
			SANTA ANA		
			SANTA ANA DENVER		
09/17	09/17	2469216852X4VXPAS	SWA*EARLYBRD5269850400840800-435-9792 TX	20.00	
09/17	09/17	2469216852X4VXPB3	SOUTHWES 5262121280833800-435-9792 TX	450.96	
			SANCHEZ/RENA MICHELL		
			DENVER		
			SANTA ANA		
			SANTA ANA DENVER		
09/17	09/17	2469216852X4VXPJ9	SWA*EARLYBRD5269850400839800-435-9792 TX	20.00	
			TOTAL	<b>\$981.92</b>	

**RENA SANCHEZ / Sub Acct Ending In**

Transaction Summary For **KERRI QUINLAN**  
Sub Account Number Ending In :

09/12	09/12	244310680WQ1RMTOJ	SAFEWAY #2824 LEADVILLE CO	23.16	
09/17	09/17	2413746848P/Y08RKL	HEARTSMART.COM 800-422-8129 CT	110.00	
09/17	09/17	2413746848P/Y08RTA	HEARTSMART.COM 800-422-8129 CT	110.00	
09/17	09/17	244921584LWE41L2R	EB GRANTS 101 THREE W 801-413-7200 CA	98.00	
09/25	09/25	24431068QMSV54HWK	SLEEP INN 7209209780 CO	160.89	
09/25	09/25	74431068DMSV5QAET	SLEEP INN 7209209780 CO	21.89	
09/26	09/26	24497788D566G7KYS	SHERATON DENVER WEST LAKEWOOD CO	350.00	
09/26	09/26	24497788D566G7KZ9	SHERATON DENVER WEST LAKEWOOD CO	350.00	
09/26	09/26	24497788D566G7L03	SHERATON DENVER WEST LAKEWOOD CO	350.00	
10/01	10/01	24137468J8PZ352K9	HEARTSMART.COM 800-422-8129 CT	110.00	
10/01	10/01	24275398J566HGXRRA	NASN 866-6276767 MD	165.00	



**Transaction Details**

<i>Trans Post</i>	<i>Reference Number</i>	<i>Description</i>	<i>Credits</i>	<i>Charges</i>
		TOTAL	\$1,805.18	
		KERRI QUINLAN / Sub Acct Ending In		

**Wells Fargo News**

Remember there are no foreign transaction fees when you make international purchases or travel outside of the U.S. With your Wells Fargo Business Elite Card, you can take your business anywhere around the world and have the confidence you'll get:

- No foreign transaction fees on your purchases
  - Enhanced security with chip card technology
- "No foreign transaction fees" applies to business credit cards issued by Wells Fargo and this account in particular. For information on other Wells Fargo credit and debit cards, please see your account agreement or visit wells Fargo.com.*



Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>401 (K) VOL. INVESTMENT PLAN</b>		<b>175</b>					
	0100639222	10/31/19	10-31-2019_4		10/401K	0-10-000-00-0000-7477-000-000000	4,411.07
						Check Total	4,411.07
						<b>Vendor Total</b>	<b>4,411.07</b>
<b>A&amp;E TIRE</b>		<b>5169</b>					
	0100094995	10/14/19	604120-00		CUSTODIAL CAR TIRE-EVA	0-10-710-26-2600-0430-000-000000	125.55
						Check Total	125.55
						<b>Vendor Total</b>	<b>125.55</b>
<b>ACCURATE LABEL DESIGNS, INC.</b>		<b>3718</b>					
	0100094996	10/14/19	168071		VISITOR STICKERS	0-10-101-10-0010-0550-000-000000	81.95
						Check Total	81.95
						<b>Vendor Total</b>	<b>81.95</b>
<b>ACORN PETROLEUM, INC.</b>		<b>270</b>					
	0100094967	10/08/19	983938		EARLY PAY DISCOUNT	0-10-720-27-2700-0626-000-000000	-17.82
	0100094967	10/08/19	983938		9/15-9/30 FUEL	0-10-720-27-2700-0626-000-000000	1,873.86
	0100094967	10/08/19	983938		9/15-9/30 FUEL	0-10-710-26-2600-0626-000-000000	332.27
						Check Total	2,188.31
	0100095046	10/24/19	986633		10/1-10/15 FUEL	0-10-720-27-2700-0626-000-000000	1,956.25
	0100095046	10/24/19	986633		EARLY PAY DISCOUNT	0-10-720-27-2700-0626-000-000000	-19.14
	0100095046	10/24/19	986633		10/1-10/15 FUEL	0-10-710-26-2600-0626-000-000000	429.52
						Check Total	2,366.63
						<b>Vendor Total</b>	<b>4,554.94</b>
<b>ACT</b>		<b>427</b>					
	0100094968	10/08/19	1229768		WORKKEYS	0-10-602-10-0090-0340-000-000000	48.00
						Check Total	48.00
						<b>Vendor Total</b>	<b>48.00</b>
<b>ADRIANA RODRIGUEZ</b>		<b>34568</b>					
	0100094997	10/14/19	10-09-2019_19		9/11-10/8 TRAVEL REIM	0-21-740-31-3100-0580-000-000000	16.75
						Check Total	16.75
						<b>Vendor Total</b>	<b>16.75</b>

Vendor Detail Report

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>AFLAC PREM HOLDING C/O BNB BANK LOC 18</b>							
	0100095086	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-10-000-00-0000-7421-000-000000	31.07
	0100095086	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-27-000-00-0000-7421-000-000000	4.70
	0100095086	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-22-000-00-0000-7421-000-000000	.86
	0100095086	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-10-000-00-0000-7421-000-000000	208.68
					Check Total		245.31
					<b>Vendor Total</b>		<b>245.31</b>
<b>AFSCME COUNCIL 18 257</b>							
	0100095087	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-21-000-00-0000-7421-000-000000	156.84
	0100095087	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-27-000-00-0000-7421-000-000000	33.73
	0100095087	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-22-000-00-0000-7421-000-000000	.45
	0100095087	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-10-000-00-0000-7421-000-000000	350.52
	0100095087	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-19-000-00-0000-7421-000-000000	5.56
					Check Total		547.10
					<b>Vendor Total</b>		<b>547.10</b>
<b>AGPARTS WORLDWIDE 30899</b>							
	0100094953	10/03/19	1420792	200618	QUOTE 1366395	0-10-602-20-2290-0610-000-000000	449.25
	0100094953	10/03/19	1423853	200618	QUOTE 1366395	0-10-602-20-2290-0610-000-000000	380.00
					Check Total		829.25
					<b>Vendor Total</b>		<b>829.25</b>
<b>AIR FILTER SOLUTIONS, INC 33359</b>							
	0100095047	10/24/19	169808-1		LCHS AIR FILTERS	0-10-710-26-2600-0610-000-000000	793.82
					Check Total		793.82
					<b>Vendor Total</b>		<b>793.82</b>
<b>ALISON SANDOVAL 337</b>							
	0100094998	10/14/19	10-09-2019_38		FOOD REIM	0-10-720-27-2700-0690-000-000000	24.75
					Check Total		24.75
					<b>Vendor Total</b>		<b>24.75</b>

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>ALL COVERED</b>		<b>24350</b>					
	0100094954	10/03/19	917727		9/CHARGES	0-10-602-20-2290-0300-000-000000	7,771.00
						Check Total	7,771.00
	0100095048	10/24/19	919892	200669	QUOTE #293795	0-10-602-20-2290-0730-000-000000	1,930.00
	0100095048	10/24/19	919735	200493	FIREWALL UPGRADE PROPOSAL REF 0011366992	0-43-602-00-4000-0734-000-000000	1,710.00
	0100095048	10/24/19	908737	200493	FIREWALL UPGRADE PROPOSAL REF 0011366992	0-43-602-00-4000-0734-000-000000	12,604.00
						Check Total	16,244.00
						<b>Vendor Total</b>	<b>24,015.00</b>
<b>ALPHA SECURITY</b>		<b>31151</b>					
	0100094955	10/03/19	12005	200603	VAPE DETECTOR INSTALLATION PROJECT	0-43-602-00-4000-0720-000-000000	9,794.00
						Check Total	9,794.00
						<b>Vendor Total</b>	<b>9,794.00</b>

Vendor Detail Report

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>AMAZON.COM</b>		<b>4304</b>					
	0100095049	10/24/19	10242019_23	200647	SEE ATTACHED ORDER - DELYNK/SECOND GRADE	0-10-100-10-0010-0610-000-000000	178.08
	0100095049	10/24/19	10242019_11	200626	SEE ATTACHED ORDER FOR ART/OFFICE	0-10-100-10-0200-0610-000-000000	79.20
	0100095049	10/24/19	10242019_14	200629	ATTACHED ORDER OR AMAZON - MUSIC	0-10-100-10-1200-0610-000-000000	28.28
	0100095049	10/24/19	10242019_11	200626		0-10-100-24-2410-0610-000-000000	47.57
	0100095049	10/24/19	10242019_24	200648	SEE ORDER FOR OFFICE	0-10-100-24-2410-0610-000-000000	20.94
	0100095049	10/24/19	10242019_9	200623		0-26-971-33-3310-0610-000-000000	3.25
	0100095049	10/24/19	10242019_27	200654		0-26-971-33-3310-0610-000-000000	19.34
	0100095049	10/24/19	10242019_8	200620	PLEASE SEE ORDER # 111-1126271-5234622	0-10-101-10-0010-0610-000-000000	118.67
	0100095049	10/24/19	10242019_13	200630	PLEASE SEE ONLINE ORDER # 111-8172371-23	0-10-101-10-0010-0610-000-000000	38.99
	0100095049	10/24/19	10242019_21	200645	PLEASE SEE ONLINE ORDER - ORDER # 111-74	0-10-101-10-0010-0610-000-000000	23.11
	0100095049	10/24/19	10242019_22	200646	PLEASE SEE ORDER # 111-2270624-1597063	0-10-101-10-0010-0610-000-000000	69.84
	0100095049	10/24/19	10242019_12	200628	PLEASE SEE ONLINE ORDER # 111-6279360-31	0-10-101-10-0010-0640-000-000000	625.18
	0100095049	10/24/19	10242019_7	200621	PLEASE SEE ONLINE ORDER # 111-1643866-41	0-10-101-10-1200-0610-000-000000	32.85
	0100095049	10/24/19	938946485684		CREDIT FOR FUN EXPRESS TATTOOS	0-10-101-10-1200-0610-000-000000	-7.27
	0100095049	10/24/19	10242019_25	200652	LEGO EV3 BRICK	0-22-602-00-0090-0610-000-001211	779.11
	0100095049	10/24/19	10242019_16	200638	SEE ATTACHED ITEMS FOR AFTERSCHOOL CLUBS	0-22-100-01-0010-0610-000-005287	288.40
	0100095049	10/24/19	10242019_26	200653	SAND TIMERS	0-22-100-01-0010-0610-000-005287	172.23
	0100095049	10/24/19	10242019_5	200613		0-27-971-19-3330-0610-000-008600	8.99
	0100095049	10/24/19	10242019_9	200623		0-27-971-19-3330-0610-000-008600	12.44
	0100095049	10/24/19	10242019_27	200654		0-27-971-19-3330-0610-000-008600	74.09
	0100095049	10/24/19	10242019_10	200619	AVERY HI-LITER DESK STYLE GREEN	0-10-301-10-0030-0610-000-000000	239.42
	0100095049	10/24/19	10242019_20	200643	ALLENJOY 7X5 VINTAGE 70'S 80'S 90'S DISC	0-10-301-10-0030-0610-000-000000	150.08
	0100095049	10/24/19	10242019_5	200613	SEE ATTACHED ORDER	0-27-971-01-3330-0610-000-008600	172.02
	0100095049	10/24/19	10242019_17	200640	SEE ATTACHED ORDER FOR IRON, FOOTBALL AN	0-22-602-00-0090-0610-000-005287	45.51
	0100095049	10/24/19	10242019_6	200622	DISCOVERING FRENCH STUDENT EDITION 1	0-10-602-10-0090-0640-000-000000	67.21
	0100095049	10/24/19	10242019_18	200641	DISCOVERING FRENCH TODAY: STUDENT EDITIO	0-10-602-10-0090-0640-000-000000	96.05
	0100095049	10/24/19	10242019_19	200642	DISCOVERING FRENCH TODAY: STUDENT EDITIO	0-10-602-10-0090-0640-000-000000	46.47
	0100095049	10/24/19	10242019_4	200606	LCHS ENGLISH BOOKS	0-10-602-20-2222-0640-000-000000	1,171.84
	0100095049	10/24/19	10242019_15	200637	SEE ATTACHED BOOK ORDER FOR HS ENGLISH/S	0-10-602-20-2222-0640-000-000000	633.30
	0100095049	10/24/19	10242019_28	200657	PLEASE SEE ONLINE ORDER # 111-8509683-04	0-10-710-26-2600-0430-000-000000	119.88

Vendor Detail Report

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>AMAZON.COM</b>		<b>4304</b>					
	0100095049	10/24/19	10242019_9	200623	SEE ATTACHED CLASSROOM SUPPLIES	0-19-971-00-0040-0610-000-003141	11.36
	0100095049	10/24/19	10242019_27	200654	SEE ATTACHED CLASSROOM SUPPLY ORDER	0-19-971-00-0040-0610-000-003141	67.65
						Check Total	5,434.08
						<b>Vendor Total</b>	<b>5,434.08</b>
<b>AMERICAN FIDELITY ASSURANCE</b>		<b>3685</b>					
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-21-000-00-0000-7421-000-000000	31.32
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-21-000-00-0000-7421-000-000000	282.13
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-10-000-00-0000-7421-000-000000	3,908.56
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-10-000-00-0000-7421-000-000000	351.36
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-27-000-00-0000-7421-000-000000	22.64
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-26-000-00-0000-7421-000-000000	53.80
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-19-000-00-0000-7421-000-000000	2.83
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-27-000-00-0000-7421-000-000000	169.73
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-22-000-00-0000-7421-000-000000	376.86
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-22-000-00-0000-7421-000-000000	42.64
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-26-000-00-0000-7421-000-000000	2.83
	0100095088	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-19-000-00-0000-7421-000-000000	136.06
						Check Total	5,380.76
						<b>Vendor Total</b>	<b>5,380.76</b>
<b>ANAHISE SHOUKAS</b>		<b>33057</b>					
	0100095050	10/24/19	10-24-2019_3		AUG-SEPT/PHYSICAL THERAPIIST	0-10-602-12-1700-0300-000-003130	1,172.50
	0100095050	10/24/19	10-24-2019_3		AUG-SEPT/PHYSICAL THERAPIIST-MILEAGE	0-10-602-12-1700-0300-000-003130	8.50
						Check Total	1,181.00
						<b>Vendor Total</b>	<b>1,181.00</b>
<b>ANNA WEEKS</b>		<b>35629</b>					
	0100094999	10/14/19	10-09-2019_1		9/8-9/13 ORTON-GILLINGHAM TRNG EXP REIM	0-10-602-20-2213-0350-000-000000	221.10
						Check Total	221.10
						<b>Vendor Total</b>	<b>221.10</b>

Vendor Detail Report

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>ANTHEM LIFE INSURANCE CO.</b>		<b>398</b>					
	0100095089	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-22-000-00-0000-7421-000-000000	3.50
	0100095089	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-19-000-00-0000-7421-000-000000	.99
	0100095089	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-10-000-00-0000-7421-000-000000	470.10
	0100095089	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-27-000-00-0000-7421-000-000000	7.90
	0100095089	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-26-000-00-0000-7421-000-000000	.99
					Check Total		483.48
					<b>Vendor Total</b>		<b>483.48</b>
<b>BARBARA CHAVEZ</b>		<b>35793</b>					
	0100094956	10/03/19	10-03-2019_11		STUDENT TEXTBOOK REIM ASST	0-10-602-10-0090-0640-000-000000	121.32
					Check Total		121.32
					<b>Vendor Total</b>		<b>121.32</b>
<b>BIGHORN HARDWARE</b>		<b>93</b>					
	0100094957	10/03/19	10-03-2019_4		8/CHARGES ACCT 1212- CLASSROOM SUPPLIES	0-10-201-10-1240-0610-000-000000	51.68
					Check Total		51.68
					<b>Vendor Total</b>		<b>51.68</b>
<b>BLICK ART MATERIAL</b>		<b>7159</b>					
	0100095029	10/15/19	2274877	200649	DARK GREEN UNDERGLAZE	0-10-301-10-0030-0610-000-000000	220.05
					Check Total		220.05
	0100095051	10/24/19	2308427	200658	PURPLE HASE	0-10-301-10-0200-0610-000-000000	303.54
					Check Total		303.54
					<b>Vendor Total</b>		<b>523.59</b>
<b>BSN SPORTS</b>		<b>3784</b>					
	0100095000	10/14/19	905601987		MS AND HS FB SUPPLIES	0-10-301-14-1850-0610-000-000000	671.93
	0100095000	10/14/19	905601986		MS AND HS FB SUPPLIES	0-10-301-14-1850-0610-000-000000	134.98
	0100095000	10/14/19	906180759		MS AND HS FB SUPPLIES	0-10-301-14-1850-0610-000-000000	654.84
	0100095000	10/14/19	906318743		MS AND HS FB SUPPLIES	0-10-201-14-1850-0610-000-000000	1,373.25
	0100095000	10/14/19	905663057		MS AND HS FB SUPPLIES	0-10-301-14-1850-0610-000-000000	702.30
					Check Total		3,537.30
					<b>Vendor Total</b>		<b>3,537.30</b>

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>BUILDING TECHNOLOGY SYSTEMS</b>		<b>23078</b>					
	0100095001	10/14/19	1167-3173		PITTS HEATING SYSTEM SERVICE	0-10-710-26-2600-0300-000-000000	1,125.00
						Check Total	1,125.00
	0100095052	10/24/19	930193		ACUATOR	0-10-710-26-2600-0300-000-000000	500.00
						Check Total	500.00
						<b>Vendor Total</b>	<b>1,625.00</b>
<b>BUNNY TAYLOR</b>		<b>2902</b>					
	0100095002	10/14/19	10-09-2019_25		9/25, 10/8-10/9 TRNG MILEAGE REIM	0-10-602-10-0090-0580-000-000000	140.00
						Check Total	140.00
						<b>Vendor Total</b>	<b>140.00</b>
<b>C.D. JONES</b>		<b>324</b>					
	0100095053	10/24/19	14005255-00		LCIS ALL FLOW SWITCH	0-10-710-26-2600-0430-000-000000	253.81
						Check Total	253.81
						<b>Vendor Total</b>	<b>253.81</b>
<b>CAPLAN &amp; EARNEST, LLC.</b>		<b>3779</b>					
	0100095054	10/24/19	164123		9/CHARGES	0-10-602-10-0090-0300-000-000000	980.00
	0100095054	10/24/19	164124		9/CHARGES-2019 BEST PROJECT	0-10-602-10-0090-0300-000-000000	318.50
						Check Total	1,298.50
						<b>Vendor Total</b>	<b>1,298.50</b>
<b>CDHS</b>		<b>7457</b>					
	0100094958	10/03/19	10-03-2019_13		TRAILS FOR NEW CUSTODIAN	0-26-971-33-3310-0810-000-000000	35.00
						Check Total	35.00
						<b>Vendor Total</b>	<b>35.00</b>
<b>CENTURYLINK</b>		<b>2139</b>					
	0100095055	10/24/19	10-24-2019_16		10/K-719-111-6280 001M	0-10-602-10-0090-0531-000-000000	702.66
	0100095055	10/24/19	10-24-2019_15		10/719-486-0862 180B	0-10-602-10-0090-0531-000-000000	52.56
						Check Total	755.22
						<b>Vendor Total</b>	<b>755.22</b>



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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>CHRISTIE SEDERQUIST</b>		<b>35831</b>					
	0100095003	10/14/19	10-09-2019_12		9/9-9/13 ORTON-GILLINGHAM TRNG EXP REIM	0-10-602-20-2213-0350-000-000000	108.56
						Check Total	108.56
						<b>Vendor Total</b>	<b>108.56</b>
<b>COLO. BUREAU OF INVESTIGATION</b>		<b>567</b>					
	0100094969	10/08/19	A200300119		BACKGROUND CHECKS	0-10-601-23-2391-0300-000-000000	237.00
						Check Total	237.00
	0100094970	10/08/19	10-07-2019_18		FINGERPRINTS-SUB-RAFFERTY	0-10-601-23-2391-0300-000-000000	39.50
						Check Total	39.50
	0100095030	10/15/19	A200300117		AM CUSTODIAN FINGERPRINTS	0-26-971-33-3310-0810-000-000000	39.50
						Check Total	39.50
	0100095056	10/24/19	10-24-2019_2		FINGERPRINTS-RUDY-SUB	0-10-601-23-2391-0300-000-000000	39.50
						Check Total	39.50
						<b>Vendor Total</b>	<b>355.50</b>
<b>COLO. DEPT. OF REVENUE</b>		<b>100</b>					
	0100639221	10/31/19	10-31-2019_3		10/SIT	0-10-000-00-0000-7471-000-000000	19,627.00
						Check Total	19,627.00
						<b>Vendor Total</b>	<b>19,627.00</b>
<b>COLORADO SPORTS OFFICIALS</b>		<b>24562</b>					
	0100095031	10/15/19	2019-6		MS FB OFFICIALS	0-10-201-14-1850-0391-000-000000	1,930.00
	0100095031	10/15/19	2019-6		MS VB OFFICIALS	0-10-201-14-1832-0391-000-000000	1,000.00
						Check Total	2,930.00
						<b>Vendor Total</b>	<b>2,930.00</b>
<b>COLORADO YOUTH FOR A CHANGE</b>		<b>32247</b>					
	0100094959	10/03/19	1724		9/ATTENDANCE SPECIALIST	0-22-602-00-2100-0300-000-003183	3,750.00
						Check Total	3,750.00
						<b>Vendor Total</b>	<b>3,750.00</b>

Vendor Detail Report

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount	
<b>COMMERCIAL SPECIALTIES OF WESTERN C 28614</b>								
	0100095057	10/24/19	7918		8/29/19-8/28/20 LCIS FIRE ALARM MONITOR	0-10-710-26-2600-0300-000-000000	360.00	
	0100095057	10/24/19	7919		8/29/19-8/28/20 PITTS FIRE ALARM MONITOR	0-10-710-26-2600-0300-000-000000	360.00	
							Check Total	720.00
							<b>Vendor Total</b>	<b>720.00</b>
<b>COMMUNICATION SOLUTIONS 29424</b>								
	0100094971	10/08/19	COMSOIN29508	200635	MOTOTRBO XPR3500E VHF RADIO	0-43-602-00-4000-0730-000-003958	2,056.51	
	0100094971	10/08/19	COMSOIN29508	200635	SALES QUOTE COMSOOE11669	0-43-602-00-4000-0300-000-003958	100.00	
							Check Total	2,156.51
							<b>Vendor Total</b>	<b>2,156.51</b>
<b>COMMUNITY BANKS OF COLORADO 110</b>								
	0100639219	10/31/19	10-31-2019_1		10/PAYROLL	0-10-000-00-0000-8102-000-000000	520,000.00	
							Check Total	520,000.00
							<b>Vendor Total</b>	<b>520,000.00</b>
<b>CONCURRENCE CONSULTING 33898</b>								
	0100095058	10/24/19	1009		FOUNDATIONAL STRENGTH WORKSHOP	0-22-602-00-2100-0300-000-001231	12,500.00	
							Check Total	12,500.00
							<b>Vendor Total</b>	<b>12,500.00</b>
<b>CORPORATE TRANSLATION SERVICES, INC 32441</b>								
	0100094960	10/03/19	152831		9/PHONE TRANSLATION	0-10-602-10-0090-0300-000-000000	99.32	
							Check Total	99.32
							<b>Vendor Total</b>	<b>99.32</b>
<b>CR SUCCESS LEARNING LLC 26972</b>								
	0100095032	10/15/19	1334	200659	FIRST STEPS SOUND CARDS	0-10-602-10-0090-0610-000-003206	2,019.20	
							Check Total	2,019.20
							<b>Vendor Total</b>	<b>2,019.20</b>
<b>DAVE ELLERMAN 18457</b>								
	0100095004	10/14/19	10-09-2019_46		9/11-10/10 SCHOOL MAIL TRAVEL REIM	0-10-720-27-2700-0580-000-000000	34.75	
	0100095004	10/14/19	10-09-2019_45		FOOD REIM	0-10-720-27-2700-0690-000-000000	51.85	
							Check Total	86.60
							<b>Vendor Total</b>	<b>86.60</b>

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Vendor Detail Report

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>DEPENDABLE AUTO REPAIR</b>		<b>35866</b>					
	0100095005	10/14/19	10-09-2019_43		ACTIVITY BUS WHEEL ALIGNMENT	0-10-720-27-2700-0430-000-000000	214.00
						Check Total	<u>214.00</u>
	0100095059	10/24/19	10-24-2019_35		MAINT VEHICLE ALIGNMENT	0-10-710-26-2600-0430-000-000000	341.78
	0100095059	10/24/19	10-24-2019_34		ACTIVITY BUS ALIGNMENT	0-10-720-27-2700-0431-000-000000	214.00
						Check Total	<u>555.78</u>
						<b>Vendor Total</b>	<b><u>769.78</u></b>
<b>DIEDRICH CONSTRUCTION CO</b>		<b>2068</b>					
	0100094972	10/08/19	58185		9/MONTHLY TRASH SERVICE	0-10-710-26-2600-0421-000-000000	1,800.00
						Check Total	<u>1,800.00</u>
						<b>Vendor Total</b>	<b><u>1,800.00</u></b>
<b>DISCOUNT SCHOOL SUPPLY</b>		<b>5754</b>					
	0100095033	10/15/19	D70012440101	200667	EXCELLERATIONS 9" GEOBOARDS-SET OF 6	0-26-971-33-3310-0610-000-000000	8.30
	0100095033	10/15/19	D70012440101	200667	COLORATIONS DRY ERASE MARKERS, BULLET TI	0-19-971-00-0040-0610-000-003141	29.06
	0100095033	10/15/19	D70012440101	200667	S&H	0-27-971-19-3330-0610-000-008600	31.82
						Check Total	<u>69.18</u>
						<b>Vendor Total</b>	<b><u>69.18</u></b>
<b>E-470 PUBLIC HIGHWAY AUTHORITY</b>		<b>13285</b>					
	0100095034	10/15/19	2050763713		4/18 TOLL	0-10-602-10-0090-0580-000-000000	31.35
						Check Total	<u>31.35</u>
						<b>Vendor Total</b>	<b><u>31.35</u></b>
<b>EDMENTUM</b>		<b>35734</b>					
	0100094961	10/03/19	INV125500	200636	QUOTE Q-203007	0-10-602-10-0090-0612-000-000000	1,583.00
						Check Total	<u>1,583.00</u>
						<b>Vendor Total</b>	<b><u>1,583.00</u></b>
<b>ERIN FARROW</b>		<b>29467</b>					
	0100095006	10/14/19	10-09-2019_18		11/7-11/9 ART CONF REG REIM	0-10-602-20-2213-0350-000-000000	305.00
						Check Total	<u>305.00</u>
						<b>Vendor Total</b>	<b><u>305.00</u></b>

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Vendor Detail Report

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>FERNANDO LUNA LOPEZ</b>		<b>35696</b>					
	0100095035	10/15/19	10-14-2019_10		9/11 INTERPRETER	0-10-602-10-0090-0300-000-000000	34.50
						Check Total	34.50
						<b>Vendor Total</b>	<b>34.50</b>
<b>FLESHER HINTON MUSIC CO.</b>		<b>171</b>					
	0100095007	10/14/19	129881		SOUND INNOVATIONS	0-10-301-10-1250-0610-000-000000	38.34
	0100095007	10/14/19	129328		SOUND INNOVATIONS	0-10-301-10-1250-0610-000-000000	173.36
	0100095007	10/14/19	130090		FLUTE CLEANING ROD AND BOOK	0-10-101-10-1200-0610-000-000000	44.41
						Check Total	256.11
	0100095060	10/24/19	131325		CLARINET AND TRUMPET REPAIR	0-10-101-10-1250-0430-000-000000	153.33
						Check Total	153.33
						<b>Vendor Total</b>	<b>409.44</b>
<b>FLEX ACCOUNT ADMINISTRATION AMERICA</b>		<b>3686</b>					
	0100095090	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-21-000-00-0000-7421-000-000000	2.93
	0100095090	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-26-000-00-0000-7421-000-000000	14.61
	0100095090	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-22-000-00-0000-7421-000-000000	396.51
	0100095090	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-19-000-00-0000-7421-000-000000	42.36
	0100095090	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-10-000-00-0000-7421-000-000000	416.66
	0100095090	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-10-000-00-0000-7421-000-000000	2,725.95
	0100095090	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-27-000-00-0000-7421-000-000000	60.56
						Check Total	3,659.58
						<b>Vendor Total</b>	<b>3,659.58</b>
<b>FOLLETT TITLEWAVE</b>		<b>33332</b>					
	0100095036	10/15/19	561317F	200650	MI BIBLIOTECARIA ES UN CAMELLO: COMO LL	0-10-101-10-0010-0640-000-000000	43.83
						Check Total	43.83
						<b>Vendor Total</b>	<b>43.83</b>
<b>FORETHOUGHT.NET</b>		<b>33995</b>					
	0100095061	10/24/19	10-24-2019_13		10/INTERNET PROVIDER	0-10-602-10-0090-0531-000-000000	1,250.00
						Check Total	1,250.00
						<b>Vendor Total</b>	<b>1,250.00</b>
<b>FORT LUPTON HIGH SCHOOL</b>		<b>34622</b>					
	0100095062	10/24/19	10-24-2019_1		12/10-12/14 BOYS BBALL SANTIAGO SHOOTOUT	0-10-301-14-1800-0584-000-000000	350.00
						Check Total	350.00
						<b>Vendor Total</b>	<b>350.00</b>

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>FULL CIRCLE</b>		<b>1525</b>					
	0100094973	10/08/19	10-07-2019_6		PARENT MENTOR PRGM-FAM ENGAGMENT	0-22-602-00-2100-0300-000-004010	5,454.54
						Check Total	5,454.54
						<b>Vendor Total</b>	<b>5,454.54</b>
<b>GET OUTDOORS LEADVILLE!</b>		<b>35319</b>					
	0100094974	10/08/19	1010		CELEBRATING CREW HABITS BEAD REIM	0-22-602-00-0090-0610-000-001229	26.76
						Check Total	26.76
						<b>Vendor Total</b>	<b>26.76</b>
<b>GRAINGER</b>		<b>3709</b>					
	0100095063	10/24/19	9312403935		MAINT REPAIR	0-10-710-26-2600-0430-000-000000	212.04
	0100095063	10/24/19	9312403927		MAINT SUPPLY	0-10-710-26-2600-0610-000-000000	139.92
	0100095063	10/24/19	9308933812		MAINT REPAIR	0-10-710-26-2600-0430-000-000000	422.60
	0100095063	10/24/19	9319230885		MAINT SUPPLY	0-10-710-26-2600-0610-000-000000	29.70
	0100095063	10/24/19	9316742338		MAINT REPAIR	0-10-710-26-2600-0430-000-000000	101.00
	0100095063	10/24/19	9308933820		MAINT REPAIR	0-10-710-26-2600-0430-000-000000	406.77
						Check Total	1,312.03
						<b>Vendor Total</b>	<b>1,312.03</b>
<b>HENRY SCHEIN</b>		<b>28770</b>					
	0100094975	10/08/19	67203296	200531	SEE ATTACHED ORDER FOR ATHLETIC SUPPLIES	0-10-301-14-1800-0610-000-000000	87.48
	0100094975	10/08/19	CR19874813-001	200531	SEE ATTACHED ORDER FOR ATHLETIC SUPPLIES	0-10-301-14-1800-0610-000-000000	-183.60
	0100094975	10/08/19	67501416	200531	SEE ATTACHED ORDER FOR ATHLETIC SUPPLIES	0-10-301-14-1800-0610-000-000000	183.60
						Check Total	87.48
						<b>Vendor Total</b>	<b>87.48</b>
<b>HERALD DEMOCRAT</b>		<b>60</b>					
	0100094976	10/08/19	10-07-2019_12		SUPT SEARCH FOCUS GROUP AD	0-10-601-23-2310-0810-000-000000	1,340.00
	0100094976	10/08/19	10-07-2019_12		9/VACANCY ADS	0-10-601-23-2391-0540-000-000000	231.00
						Check Total	1,571.00
						<b>Vendor Total</b>	<b>1,571.00</b>
<b>HIGH MOUNTAIN PIES</b>		<b>1141</b>					
	0100095008	10/14/19	10-09-2019_15		10/9 MTG EXP-FOOD	0-27-971-19-3330-0500-000-008600	143.43
	0100095008	10/14/19	10-09-2019_41		CDE TAC MTG FOOD	0-10-720-27-2700-0610-000-000000	262.10
						Check Total	405.53
						<b>Vendor Total</b>	<b>405.53</b>

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>HOLLY DEBELL</b>		<b>35297</b>					
	0100095009	10/14/19	10-09-2019_14		9/25-9/27 CONF EXP REM	0-22-602-00-2100-0580-000-001230	487.40
						Check Total	487.40
						<b>Vendor Total</b>	<b>487.40</b>
<b>HORACE MANN LIFE INSURANCE CO.</b>		<b>211</b>					
	0100095091	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-22-000-00-0000-7421-000-000000	9.85
	0100095091	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-10-000-00-0000-7421-000-000000	449.01
						Check Total	458.86
						<b>Vendor Total</b>	<b>458.86</b>
<b>INTERNAL REVENUE SERVICE</b>		<b>838</b>					
	0100639220	10/31/19	10-31-2019_2		10/FIT	0-10-000-00-0000-7472-000-000000	45,571.46
	0100639220	10/31/19	10-31-2019_2		10/FIT	0-10-000-00-0000-7428-000-000000	19,188.08
						Check Total	64,759.54
						<b>Vendor Total</b>	<b>64,759.54</b>
<b>J. STOCKARD FLY FISHING</b>		<b>34126</b>					
	0100095037	10/15/19	ORDER#JS5934291E 200660		WAPSI SQUIRREL STRIPS 3/32" - OLIVE	0-22-602-00-0090-0610-000-001229	367.85
						Check Total	367.85
						<b>Vendor Total</b>	<b>367.85</b>
<b>JACQUELINE LUJAN</b>		<b>22012</b>					
	0100095064	10/24/19	10-24-2019_10		9/25-9/26 ALAMOSA CONF EXP REIM	0-22-602-00-2100-0580-000-001230	43.47
						Check Total	43.47
						<b>Vendor Total</b>	<b>43.47</b>
<b>JAMES MEDINA</b>		<b>23930</b>					
	0100095010	10/14/19	10-09-2019_44		FOOD REIM	0-10-720-27-2700-0690-000-000000	9.06
						Check Total	9.06
						<b>Vendor Total</b>	<b>9.06</b>
<b>JAMES POLLOCK</b>		<b>25852</b>					
	0100095011	10/14/19	10-09-2019_26		FOOD REIM	0-10-720-27-2700-0690-000-000000	49.26
						Check Total	49.26
						<b>Vendor Total</b>	<b>49.26</b>

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>JAMES ZOLLER</b>		<b>30120</b>					
	0100095038	10/15/19	10-14-2019_11		9/12-10/11 BUS DRIVER SUBSTITUTE	0-10-720-27-2700-0110-602-000000	1,277.50
						Check Total	1,277.50
						<b>Vendor Total</b>	<b>1,277.50</b>
<b>JAZ PRINT AND PROMO</b>		<b>30473</b>					
	0100095065	10/24/19	3210		STAFF BUSINESS CARDS	0-10-601-25-2510-0550-000-000000	594.08
						Check Total	594.08
						<b>Vendor Total</b>	<b>594.08</b>
<b>JENA FINCH</b>		<b>35840</b>					
	0100095012	10/14/19	10-09-2019_11		8/26-9/5 STU HOME SERVICE TRAVEL REIM	0-10-602-10-0090-0510-000-000000	14.00
	0100095012	10/14/19	10-09-2019_11		9/6 AND 9/13 CPI/ SOCIAL EMO TRNG TRAVEL	0-10-602-12-1700-0580-000-003130	90.00
						Check Total	104.00
	0100095066	10/24/19	10-24-2019_43		9/9-9/26 STU HOME SERVICE TRAVEL REIM	0-10-602-10-0090-0510-000-000000	44.00
						Check Total	44.00
						<b>Vendor Total</b>	<b>148.00</b>
<b>JESSICA BENA</b>		<b>29939</b>					
	0100095039	10/15/19	201901		9/13/PSYCHOLOGIST-MILEAGE	0-10-602-12-1700-0580-000-003130	34.80
	0100095039	10/15/19	201901		9/13/PSYCHOLOGIST	0-10-602-12-1700-0300-000-003130	100.00
						Check Total	134.80
						<b>Vendor Total</b>	<b>134.80</b>
<b>JOYCE LACOME</b>		<b>5738</b>					
	0100095013	10/14/19	10-09-2019_40		FOOD REIM	0-10-720-27-2700-0690-000-000000	32.27
						Check Total	32.27
						<b>Vendor Total</b>	<b>32.27</b>
<b>KARINA OLAVE</b>		<b>35718</b>					
	0100095067	10/24/19	10-24-2019_9		9/16-10/8 STUDENT TUTOR	0-22-602-00-0090-0300-000-005287	88.80
						Check Total	88.80
						<b>Vendor Total</b>	<b>88.80</b>

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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>KATIE ANDERSON</b>		<b>23957</b>					
	0100094977	10/08/19	10-07-2019_9		ART SUPPLY REIM	0-10-100-10-0200-0610-000-000000	45.91
						Check Total	45.91
	0100095014	10/14/19	10-09-2019_16		ART ROOM BOOK REIM	0-10-100-10-0200-0610-000-000000	45.32
	0100095014	10/14/19	10-09-2019_17		11/7-11/9 ART CONF REG REIM	0-10-602-20-2213-0350-000-000000	300.00
						Check Total	345.32
						<b>Vendor Total</b>	<b>391.23</b>
<b>KELLY HORNING</b>		<b>27030</b>					
	0100094962	10/03/19	10-03-2019_9		9/27 CPI MTG MILEAGE REIM	0-27-971-19-3330-0320-000-008600	36.00
						Check Total	36.00
						<b>Vendor Total</b>	<b>36.00</b>
<b>KELLY MARTINEZ</b>		<b>3509</b>					
	0100095015	10/14/19	10-09-2019_33		CLASSROOM SUPPLY REIM	0-10-101-12-1771-0610-000-003130	39.99
						Check Total	39.99
						<b>Vendor Total</b>	<b>39.99</b>
<b>KEPCO, ETC.</b>		<b>7201</b>					
	0100095040	10/15/19	3970		LCIS NAMEPLATES	0-10-101-24-2410-0610-000-000000	259.20
	0100095040	10/15/19	3970		NAMEPLATES FOR SAFETY MGR	0-10-602-20-2670-0610-000-000000	277.20
						Check Total	536.40
						<b>Vendor Total</b>	<b>536.40</b>
<b>KERRI QUINLAN</b>		<b>24570</b>					
	0100095016	10/14/19	10-09-2019_48		CPS TRNG PLANE TICKET REIM- 2 STAFF	0-10-602-10-0090-0610-000-000000	257.96
						Check Total	257.96
						<b>Vendor Total</b>	<b>257.96</b>
<b>KIM CHAVEZ</b>		<b>14</b>					
	0100095068	10/24/19	10-24-2019_46		OVERPAID ON STU LUNCH ACCT- REFUND	0-21-600-00-0000-1610-000-000000	175.40
						Check Total	175.40
						<b>Vendor Total</b>	<b>175.40</b>



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Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>KIRKSVILLE WEB DESIGN</b>		<b>35815</b>					
	0100094978	10/08/19	10032019	200663	WEBSITE DESIGN QUOTE #092522019	0-22-602-00-2100-0300-000-001230	1,050.00
						Check Total	1,050.00
						<b>Vendor Total</b>	<b>1,050.00</b>
<b>KONICA MINOLTA</b>		<b>2292</b>					
	0100094979	10/08/19	34079134		9/COPIERS	0-26-971-33-3330-0330-000-000000	705.75
						Check Total	705.75
	0100095017	10/14/19	34106230		9/COPIERS	0-10-602-10-0090-0330-000-000000	3,612.08
	0100095017	10/14/19	34106230		9/COPIERS	0-27-971-19-3330-0330-000-008600	222.33
	0100095017	10/14/19	34106230		9/COPIERS	0-19-971-00-0040-0610-000-003141	444.65
	0100095017	10/14/19	34106230		9/COPIERS	0-27-971-01-3330-0330-000-008600	222.33
	0100095017	10/14/19	34106231		9/COPIERS	0-10-602-10-0090-0330-000-000000	8,019.97
						Check Total	12,521.36
						<b>Vendor Total</b>	<b>13,227.11</b>
<b>LAKE COUNTY LANDFILL</b>		<b>370</b>					
	0100094980	10/08/19	10-07-2019_3		9/DISPOSAL SERVICES	0-10-710-26-2600-0421-000-000000	115.00
						Check Total	115.00
						<b>Vendor Total</b>	<b>115.00</b>
<b>LAKE COUNTY RECREATION DEPT.</b>		<b>150</b>					
	0100095069	10/24/19	10-24-2019_14		EYC PROJECT AQUATIC CNT FAM ADMISSION	0-26-971-33-3310-0610-000-000000	27.30
	0100095069	10/24/19	10-24-2019_14		EYC PROJECT AQUATIC CNT FAM ADMISSION	0-27-971-19-3330-0610-000-008600	104.65
	0100095069	10/24/19	10-24-2019_14		EYC PROJECT AQUATIC CNT FAM ADMISSION	0-19-971-00-0040-0610-000-003141	95.55
						Check Total	227.50
						<b>Vendor Total</b>	<b>227.50</b>
<b>LCEA</b>		<b>20214</b>					
	0100095092	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-22-000-00-0000-7421-000-000000	601.63
	0100095092	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-26-000-00-0000-7421-000-000000	23.96
	0100095092	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-27-000-00-0000-7421-000-000000	22.48
	0100095092	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-21-000-00-0000-7421-000-000000	.94
	0100095092	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-10-000-00-0000-7421-000-000000	3,114.17
	0100095092	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-19-000-00-0000-7421-000-000000	2.44
						Check Total	3,765.62
						<b>Vendor Total</b>	<b>3,765.62</b>

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>LINDA LEAL</b>		<b>12696</b>					
	0100095018	10/14/19	10-09-2019_21		9/11-10/8 TRAVEL REIM	0-21-740-31-3100-0580-000-000000	18.80
						Check Total	18.80
						<b>Vendor Total</b>	<b>18.80</b>
<b>LISA RELOU LLC</b>		<b>34894</b>					
	0100094963	10/03/19	INV367		9/CHARGES	0-10-602-10-0090-0300-000-000000	4,374.53
	0100094963	10/03/19	INV367		9/CHARGES	0-22-602-00-2100-0300-000-001230	1,190.00
						Check Total	5,564.53
						<b>Vendor Total</b>	<b>5,564.53</b>
<b>LOGAN SQUARE NEIGHBORHOOD ASSOC</b>		<b>35874</b>					
	0100095019	10/14/19	10-09-2019_49		PARENT MENTOR PROGRAM	0-10-602-10-0090-0610-000-000000	3,000.00
						Check Total	3,000.00
						<b>Vendor Total</b>	<b>3,000.00</b>
<b>LUIS CASTILLO</b>		<b>35890</b>					
	0100095041	10/15/19	10-14-2019_6		TEXTBOOK REIM ASSISTANCE	0-10-602-10-0090-0640-000-000000	102.90
						Check Total	102.90
						<b>Vendor Total</b>	<b>102.90</b>
<b>LYONS HIGH SCHOOL</b>		<b>24554</b>					
	0100094994	10/11/19	10-11-2019_1		10/17 HS XC REGIONALS	0-10-301-14-1800-0584-000-000000	75.00
						Check Total	75.00
						<b>Vendor Total</b>	<b>75.00</b>
<b>MACHOL AND JOHANNES, LLC</b>		<b>26832</b>					
	0100095093	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-10-000-00-0000-7421-000-000000	796.60
	0100095093	10/25/19	25-OCT-19		PAYROLL LIABILITIES	0-27-000-00-0000-7421-000-000000	77.48
						Check Total	874.08
						<b>Vendor Total</b>	<b>874.08</b>
<b>MACKENZIE REIGEL</b>		<b>35491</b>					
	0100095070	10/24/19	10-24-2019_12		10/14-10/17 D O HELP	0-10-602-10-0090-0300-000-000000	102.68
						Check Total	102.68
						<b>Vendor Total</b>	<b>102.68</b>

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>MARCIA CATES</b>		<b>32255</b>					
	0100094981	10/08/19	10-07-2019_5		9/25-9/27 TRAINING EXP REIM	0-22-602-00-2100-0580-000-001230	154.28
						Check Total	154.28
						<b>Vendor Total</b>	<b>154.28</b>
<b>MARIA ANTONIETA LIZARDO</b>		<b>17922</b>					
	0100095020	10/14/19	10-09-2019_22		9/11-10/8 TRAVEL REIM	0-21-740-31-3100-0580-000-000000	19.95
						Check Total	19.95
						<b>Vendor Total</b>	<b>19.95</b>
<b>MARK'S PLUMBING PARTS</b>		<b>523</b>					
	0100095071	10/24/19	INV001831129		HS PLUMBING PARTS	0-10-710-26-2600-0430-000-000000	165.98
						Check Total	165.98
						<b>Vendor Total</b>	<b>165.98</b>
<b>MARY JELF</b>		<b>17779</b>					
	0100095042	10/15/19	10-14-2019_13		CLASSROOM SUPPLIES	0-27-971-19-3330-0610-000-008600	22.64
	0100095042	10/15/19	10-14-2019_13		CLASSROOM SUPPLIES	0-19-971-00-0040-0610-000-003141	20.67
	0100095042	10/15/19	10-14-2019_13		CLASSROOM SUPPLIES	0-26-971-33-3310-0610-000-000000	5.90
						Check Total	49.21
						<b>Vendor Total</b>	<b>49.21</b>
<b>MCI</b>		<b>2960</b>					
	0100094982	10/08/19	10-07-2019_17		9/ACCT 08660958314-LONG DIST FAX	0-10-602-10-0090-0531-000-000000	82.99
						Check Total	82.99
						<b>Vendor Total</b>	<b>82.99</b>
<b>MEADOW GOLD DAIRIES</b>		<b>1343</b>					
	0100094983	10/08/19	10-07-2019_2		9/MILK	0-21-740-31-3100-0631-000-000000	6,265.71
						Check Total	6,265.71
						<b>Vendor Total</b>	<b>6,265.71</b>
<b>MICHAEL REIGEL</b>		<b>35726</b>					
	0100095085	10/24/19	10-24-2019_1		10/1-10/15 ATHLETIC WORKER	0-10-301-14-1800-0392-000-000000	195.00
						Check Total	195.00
						<b>Vendor Total</b>	<b>195.00</b>

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<b>MICHELE DEWINE</b>		<b>24058</b>					
	0100095043	10/15/19	10-14-2019_14		9/25-9/26 COGNITIVE COACH CONF EXP REIM	0-10-602-20-2213-0350-000-000000	74.56
						Check Total	<u>74.56</u>
						<b>Vendor Total</b>	<b><u>74.56</u></b>
<b>MIDWEST BUS SALES, INC</b>		<b>34908</b>					
	0100095021	10/14/19	C060003073:01		BUS 21 REPAIR	0-10-720-27-2700-0430-000-000000	84.49
						Check Total	<u>84.49</u>
						<b>Vendor Total</b>	<b><u>84.49</u></b>
<b>MOSYLE CORPORATION</b>		<b>34355</b>					
	0100094984	10/08/19	198808	200644	1 YR PREMIUM MOSYLE MANAGER MDM SUBSCRIP	0-10-602-20-2290-0612-000-000000	1,375.00
						Check Total	<u>1,375.00</u>
						<b>Vendor Total</b>	<b><u>1,375.00</u></b>
<b>MY LOCKER</b>		<b>35610</b>					
	0100094985	10/08/19	B24057	200601	SEE ATTACHED CART FOR PERSONALIZATION AN	0-10-301-14-1832-0610-000-000000	1,470.05
						Check Total	<u>1,470.05</u>
						<b>Vendor Total</b>	<b><u>1,470.05</u></b>
<b>NEXADENTAL</b>		<b>33405</b>					
	0100095022	10/14/19	CD61006257		TOOTHPASTE FOR CLASSROOMS	0-27-971-19-3330-0610-000-008600	30.10
	0100095022	10/14/19	CD61006257		TOOTHPASTE FOR CLASSROOMS	0-26-971-33-3310-0610-000-000000	7.85
	0100095022	10/14/19	CD61006257		TOOTHPASTE FOR CLASSROOMS	0-19-971-00-0040-0610-000-003141	27.48
						Check Total	<u>65.43</u>
						<b>Vendor Total</b>	<b><u>65.43</u></b>
<b>NV5</b>		<b>26050</b>					
	0100095072	10/24/19	133489		7/MASTER PLAN	0-43-602-00-4000-0720-000-000000	100.00
						Check Total	<u>100.00</u>
						<b>Vendor Total</b>	<b><u>100.00</u></b>
<b>O'REILLY AUTOMOTIVE, INC</b>		<b>27090</b>					
	0100094986	10/08/19	4790321654		9/CHARGES	0-10-710-26-2600-0430-000-000000	1.29
						Check Total	<u>1.29</u>
						<b>Vendor Total</b>	<b><u>1.29</u></b>

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<b>PARLIN LAW P.C.</b>		<b>35440</b>					
	0100094987	10/08/19	9451		9/CHARGES	0-10-602-10-0090-0300-000-000000	180.00
						Check Total	180.00
						<b>Vendor Total</b>	<b>180.00</b>
<b>PERA</b>		<b>340</b>					
	0100639223	10/31/19	10-31-2019_5		10/PERA	0-10-000-00-0000-7473-000-000000	195,263.69
						Check Total	195,263.69
						<b>Vendor Total</b>	<b>195,263.69</b>
<b>PINNACOL ASSURANCE</b>		<b>454</b>					
	0100095073	10/24/19	19752542		4TH PAY OF 9/WORKERS COMP PREMIUM	0-10-602-28-2850-0521-000-000000	28,506.57
						Check Total	28,506.57
						<b>Vendor Total</b>	<b>28,506.57</b>
<b>QUILL</b>		<b>8974</b>					
	0100094988	10/08/19	1605559	200651	PENS	0-10-301-10-0060-0610-000-000000	144.31
	0100094988	10/08/19	1576082	200651	PENS	0-10-301-10-0060-0610-000-000000	39.08
	0100094988	10/08/19	1595417	200651	PENS	0-10-301-10-0060-0610-000-000000	12.74
						Check Total	196.13
						<b>Vendor Total</b>	<b>196.13</b>
<b>QUILL CORPORATION</b>		<b>539</b>					
	0100094964	10/03/19	1473509		ALDAZ CLASSROOM SUPPLIES	0-10-301-10-1600-0610-000-003120	185.78
	0100094964	10/03/19	1454254		ALDAZ CLASSROOM SUPPLIES	0-10-301-10-1600-0610-000-003120	18.25
	0100094964	10/03/19	1480524		ALDAZ CLASSROOM SUPPLIES	0-10-301-10-1600-0610-000-003120	81.32
						Check Total	285.35
						<b>Vendor Total</b>	<b>285.35</b>
<b>RACHAEL AYERS</b>		<b>7141</b>					
	0100095023	10/14/19	10-09-2019_47		10/3-10/5 SHAPE CONF EXP REIM	0-22-602-02-2100-0580-000-001208	159.72
						Check Total	159.72
						<b>Vendor Total</b>	<b>159.72</b>
<b>RENA SANCHEZ</b>		<b>7006</b>					
	0100095074	10/24/19	10-24-2019_44		10/16-10/18 CASBO CONF EXP REIM	0-10-601-25-2510-0580-000-000000	143.87
						Check Total	143.87
						<b>Vendor Total</b>	<b>143.87</b>

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<b>RIVERSIDE TROPHIES</b>		<b>5079</b>					
	0100095075	10/24/19	12456		NEW SCHOOL BOARD MEMBER NAMEPLATES	0-10-601-23-2310-0610-000-000000	109.90
Check Total							109.90
<b>Vendor Total</b>							<b>109.90</b>
<b>ROCKY MOUNTAIN SUNSCREEN</b>		<b>33561</b>					
	0100094989	10/08/19	IN-13975	200548	ROCKY MTN SUNSCREEN KIDS QUART PUMP SPF3	0-19-971-00-0040-0610-000-003141	121.42
	0100094989	10/08/19	IN-13975	200548	S&H	0-26-971-33-3310-0610-000-000000	34.69
	0100094989	10/08/19	IN-13975	200548	COLORADO TAX EXEMPT #98- 03399-0000	0-27-971-19-3330-0610-000-008600	132.99
Check Total							289.10
<b>Vendor Total</b>							<b>289.10</b>
<b>ROD SCHLEICHER</b>		<b>2241</b>					
	0100095024	10/14/19	10-09-2019_24		PIANO TUNING	0-10-101-10-1200-0610-000-000000	65.00
Check Total							65.00
<b>Vendor Total</b>							<b>65.00</b>
<b>SAFEWAY INC.</b>		<b>376</b>					
	0100094965	10/03/19	10-03-2019_6		9/CHARGES ACCT 52324	0-27-971-19-3330-0610-000-008600	71.40
	0100094965	10/03/19	10-03-2019_6		9/CHARGES ACCT 52324	0-26-971-33-3310-0610-000-000000	18.64
	0100094965	10/03/19	10-03-2019_6		9/CHARGES ACCT 52324	0-19-971-00-0040-0610-000-003141	65.19
	0100094965	10/03/19	10-03-2019_6		9/CHARGES ACCT 52324	0-10-720-27-2700-0610-000-000000	35.63
	0100094965	10/03/19	10-03-2019_6		9/CHARGES ACCT 52324	0-10-602-10-0090-0610-000-000000	89.59
	0100094965	10/03/19	10-03-2019_6		9/CHARGES ACCT 52324	0-21-740-31-3100-0630-000-000000	389.96
Check Total							670.41
<b>Vendor Total</b>							<b>670.41</b>
<b>SAM'S CLUB</b>		<b>1218</b>					
	0100095076	10/24/19	10-24-2019_45		GLUTEN FREE FOOD	0-21-740-31-3100-0630-000-000000	71.75
	0100095076	10/24/19	10-24-2019_45		MEMBERSHIP RENEWAL	0-21-740-31-3100-0610-000-000000	40.00
	0100095076	10/24/19	10-24-2019_45		MEMBERSHIP RENEWAL	0-10-602-10-0090-0810-000-000000	125.00
	0100095076	10/24/19	10-24-2019_45		MEMBERSHIP RENEWAL	0-10-301-14-1800-0610-000-000000	40.00
Check Total							276.75
<b>Vendor Total</b>							<b>276.75</b>
<b>SANGRE DE CRISTO ELECTRIC</b>		<b>382</b>					
	0100094990	10/08/19	10-07-2019_14		9/TWIN LAKES SCHOOLHOUSE	0-10-710-26-2600-0620-000-000000	32.49
Check Total							32.49
<b>Vendor Total</b>							<b>32.49</b>

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>SAVIO HOUSE</b>		<b>35882</b>					
	0100095044	10/15/19	10-14-2019_2		8/CHARGES	0-10-602-12-1700-0300-000-003130	1,900.00
	0100095044	10/15/19	10-14-2019_1		8/CHARGES	0-10-602-12-1700-0300-000-003130	735.48
						Check Total	<u>2,635.48</u>
						<b>Vendor Total</b>	<b><u>2,635.48</u></b>
<b>SCHOOL SPECIALTY</b>		<b>4091</b>					
	0100094991	10/08/19	208123904331	200616	FULFILLMENT REFILL LEGACY 7X9	0-10-201-10-1600-0610-000-000000	82.08
	0100094991	10/08/19	208123956512	200625		0-10-101-10-0800-0610-000-000000	136.32
	0100094991	10/08/19	208123956512	200625	PLEASE SEE ONLINE ORDER - CART # 7790937	0-10-101-10-0010-0610-000-000000	12.73
						Check Total	<u>231.13</u>
	0100095077	10/24/19	208124113736	200675	PLEASE SEE ONLINE ORDER - CART # 7791106	0-10-101-10-0010-0610-000-000000	73.98
						Check Total	<u>73.98</u>
						<b>Vendor Total</b>	<b><u>305.11</u></b>
<b>SILVER CITY PRINTING</b>		<b>413</b>					
	0100095025	10/14/19	94926		SELF INKING STAMP	0-10-301-10-0030-0550-000-000000	20.00
						Check Total	<u>20.00</u>
						<b>Vendor Total</b>	<b><u>20.00</u></b>
<b>SOULED OUT T-SHIRTS</b>		<b>24317</b>					
	0100095078	10/24/19	6365		MAINT T-SHIRTS	0-10-710-26-2600-0300-000-000000	390.60
	0100095078	10/24/19	6371		KITCHEN STAFF TSHIRTS	0-21-740-31-3100-0610-000-000000	401.76
						Check Total	<u>792.36</u>
						<b>Vendor Total</b>	<b><u>792.36</u></b>
<b>STAPLES</b>		<b>4758</b>					
	0100095079	10/24/19	8055971378	200662	POST IT NOTES 3X3 CANARY YELLOW	0-10-301-10-0030-0610-000-000000	190.15
						Check Total	<u>190.15</u>
						<b>Vendor Total</b>	<b><u>190.15</u></b>
<b>STELLA SALAS</b>		<b>1998</b>					
	0100095026	10/14/19	10-09-2019_20		9/11-10/8 TRAVEL REIM AND 8/26	0-21-740-31-3100-0580-000-000000	9.45
						Check Total	<u>9.45</u>
						<b>Vendor Total</b>	<b><u>9.45</u></b>

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<b>STEVEN LANGFORD</b>		<b>35807</b>					
	0100094992	10/08/19	10-07-2019_8		9/24 CDE HEALTH CONF EXP REIM	0-22-101-00-2100-0300-000-003218	23.70
						Check Total	<u>23.70</u>
						<b>Vendor Total</b>	<b><u>23.70</u></b>
<b>TAYLOR TRELKA</b>		<b>27359</b>					
	0100095080	10/24/19	10-24-2019_8		PANTHER DAYS STAFF MTG SNACKS	0-22-602-02-2100-0610-000-001208	39.16
						Check Total	<u>39.16</u>
						<b>Vendor Total</b>	<b><u>39.16</u></b>
<b>THYSSENKRUPP ELEVATOR CORP.</b>		<b>9638</b>					
	0100095081	10/24/19	6000387331	200560	LCIS ELEVATOR #1 WORK ORDER ACIA-1LNL110	0-10-710-26-2600-0300-000-000000	1,815.50
	0100095081	10/24/19	5001159174		LCHS ELEVATOR SERVICE CALL	0-10-710-26-2600-0300-000-000000	1,295.50
						Check Total	<u>3,111.00</u>
						<b>Vendor Total</b>	<b><u>3,111.00</u></b>
<b>TIGER, INC</b>		<b>29874</b>					
	0100095027	10/14/19	0919276050		9/UTILITIES-GAS-CUST #01627-02	0-26-971-33-3310-0810-000-000000	38.77
	0100095027	10/14/19	0919276051		9/UTILITIES-GAS-CUST #01627-03	0-10-710-26-2600-0620-000-000000	803.69
	0100095027	10/14/19	0919276052		9/UTILITIES-GAS-CUST #01627-04	0-10-710-26-2600-0620-000-000000	2,071.47
	0100095027	10/14/19	0919276049		9/UTILITIES-GAS-CUST #01627-01	0-10-710-26-2600-0620-000-000000	1,451.96
	0100095027	10/14/19	0919276053		9/UTILITIES-GAS-CUST #01627-05	0-10-710-26-2600-0620-000-000000	168.47
	0100095027	10/14/19	0919276050		9/UTILITIES-GAS-CUST #01627-02	0-10-710-26-2600-0620-000-000000	503.80
	0100095027	10/14/19	0919276050		9/UTILITIES-GAS-CUST #01627-02	0-27-971-01-3330-0620-000-008600	62.00
	0100095027	10/14/19	0919276050		9/UTILITIES-GAS-CUST #01627-02	0-27-971-19-3330-0620-000-008600	62.00
	0100095027	10/14/19	0919276050		9/UTILITIES-GAS-CUST #01627-02	0-19-971-00-2600-0410-000-003141	108.51
	0100095027	10/14/19	0919276054		9/UTILITIES-GAS-CUST #01627-06	0-10-710-26-2600-0620-000-000000	226.69
						Check Total	<u>5,497.36</u>
						<b>Vendor Total</b>	<b><u>5,497.36</u></b>



Check Date 10/01/19 - 10/31/19

Vendor Detail Report

FMVEN10A

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>TIM'S CUSTOM AUTO BODY GLASS</b>		<b>2126</b>					
	0100094993	10/08/19	RO#1034-FINAL		2000 SUBURU REPAIR FEB 2018	0-10-720-27-2700-0431-000-000000	152.99
						Check Total	152.99
						<b>Vendor Total</b>	<b>152.99</b>
<b>U.S. FOOD SERVICE, INC. ALLIANT</b>		<b>2117</b>					
	0100094966	10/03/19	10-03-2019_5		9/FOOD	0-21-740-31-3100-0630-000-000000	24,331.89
						Check Total	24,331.89
						<b>Vendor Total</b>	<b>24,331.89</b>
<b>VERIZON WIRELESS</b>		<b>3373</b>					
	0100095082	10/24/19	9839470694		9/CHARGES	0-22-602-00-2100-0531-000-001229	63.32
	0100095082	10/24/19	9839470694		9/CHARGES	0-27-971-19-3330-0531-000-008600	52.80
	0100095082	10/24/19	9839470694		9/CHARGES	0-27-971-01-3330-0531-000-008600	53.32
	0100095082	10/24/19	9839470694		9/CHARGES-BUS PHONES	0-10-602-10-0090-0531-000-000000	151.68
	0100095082	10/24/19	9839470694		9/CHARGES	0-10-602-10-0090-0531-000-000000	2,375.98
						Check Total	2,697.10
						<b>Vendor Total</b>	<b>2,697.10</b>
<b>VOCOVISION</b>		<b>35858</b>					
	0100095045	10/15/19	10819782		9/SCHOOL PSYCHOLOGIST	0-10-602-12-1700-0300-000-003130	170.00
						Check Total	170.00
						<b>Vendor Total</b>	<b>170.00</b>
<b>WEBSTER'S SAND &amp; GRAVEL</b>		<b>1066</b>					
	0100095083	10/24/19	36174		ROAD BASE	0-43-602-00-4000-0720-000-000000	234.00
						Check Total	234.00
						<b>Vendor Total</b>	<b>234.00</b>
<b>WESTERN SLOPE BAR SUPPLIES</b>		<b>3682</b>					
	0100095084	10/24/19	10-24-2019_18		10/WATER	0-10-602-10-0090-0610-000-000000	114.00
	0100095084	10/24/19	10-24-2019_18		10/WATER	0-10-720-27-2700-0610-000-000000	29.15
						Check Total	143.15
						<b>Vendor Total</b>	<b>143.15</b>

Vendor	Check Key	Check Date	Invoice No	Po No	Description	Account No	Amount
<b>XCEL ENERGY</b>		<b>3732</b>					
	0100095028	10/14/19	655622488		9/UTILITIES	0-19-971-00-2600-0410-000-003141	206.64
	0100095028	10/14/19	655622488		9/UTILITIES	0-27-971-19-3330-0620-000-008600	118.08
	0100095028	10/14/19	655622488		9/UTILITIES	0-26-971-33-3310-0810-000-000000	73.82
	0100095028	10/14/19	655622488		9/UTILITIES	0-10-710-26-2600-0620-000-000000	14,613.08
	0100095028	10/14/19	655622488		9/UTILITIES	0-27-971-01-3330-0620-000-008600	118.08
						Check Total	<u>15,129.70</u>
						<b>Vendor Total</b>	<b><u>15,129.70</u></b>
						<b>Grand Total</b>	<b><u>1,039,821.63</u></b>

Cash Flow Financial Report  
FY 2019-2020

		<u>Beginning Balance</u>	<u>Activity</u>	<u>Deposits</u>	<u>Ending Balance</u>
<b>Lake County School District</b>					
<b>Operating Account</b>					
	July	\$ 2,518,611.84	\$ 1,881,644.22	\$ 469,202.89	\$ 1,106,170.51
	August	\$ 1,106,170.51	\$ 1,221,699.92	\$ 1,111,154.69	\$ 995,625.28
	September	\$ 995,625.28	\$ 1,263,619.54	\$ 1,030,498.04	\$ 762,503.78
	October	\$ 762,503.78	\$ 1,435,142.78	\$ 931,680.96	\$ 259,041.96
	November				\$ -
	December				\$ -
	January				\$ -
	February				\$ -
	March				\$ -
	April				\$ -
	May				\$ -
	June				\$ -
<b>Colostrust Account</b>					
	July	\$ 2,956,913.95	\$ -	\$ 421,152.97	\$ 3,378,066.92
	August	\$ 3,378,066.92	\$ 600,000.00	\$ 768,942.20	\$ 3,547,009.12
	September	\$ 3,547,009.12	\$ 600,000.00	\$ 370,074.90	\$ 3,317,084.02
	October	\$ 3,317,084.02	\$ 600,000.00	\$ 415,019.96	\$ 3,132,103.98
	November				\$ -
	December				\$ -
	January				\$ -
	February				\$ -
	March				\$ -
	April				\$ -
	May				\$ -
	June				\$ -
<b>Payroll Account</b>					
	July	\$ 9,104.44	\$ 435,004.37	\$ 450,000.00	\$ 24,100.07
	August	\$ 24,100.07	\$ 465,397.05	\$ 475,000.00	\$ 33,703.02
	September	\$ 33,703.02	\$ 510,987.15	\$ 501,287.76	\$ 24,003.63
	October	\$ 24,003.63	\$ 521,481.68	\$ 520,585.19	\$ 23,107.14
	November				\$ -
	December				\$ -
	January				\$ -
	February				\$ -
	March				\$ -
	April				\$ -
	May				\$ -
	June				\$ -