



Board of Directors Meeting

April 16, 2024

Following the Foundation Board Meeting

3561 N Stagecoach Road, Longmont

Hybrid/Virtual: Zoom

AGENDA

I. OPENING OF MEETING

- a. Call to Order
- b. Roll Call
- c. Pledge of Allegiance
- d. Approval of Agenda

II. PUBLIC/MEMBER PARTICIPATION

3-minute time limit. Comments are for any item, on the agenda or not, unless they are set for a public hearing.

III. CONSENT AGENDA

- a. March 19, 2024 Board of Directors Meeting Minutes

IV. REPORTS

- a. Local 3214 Report
- b. Chief's Report

V. NEW BUSINESS

- a. City of Dacono Presentation
- b. March District Financials
- c. Master and Strategic Plan Consultant - ECSI

VI. OLD BUSINESS

- a. Construction Project Updates

VII. BOARD MEMBER ITEMS

- a. Upcoming Board Items

VIII. EXECUTIVE SESSION

Section. 24-6-402(4)(b) C.R.S. for purposes of consulting with our attorney on the

issue of current employee litigation.

Section 24-6-402(4)(f) C.R.S. for purposes of consulting with our attorney on a personnel matter regarding the Fire Chief's Employment Agreement.

Section. 24-6-402(4)(b) C.R.S. for purposes of consulting with our attorney on the issue of succession plan for the Fire Chief position.

IX. ADJOURNMENT

ATTACHMENTS

March 19, 2024 Board of Directors Meeting Minutes
Local 3214 Report
Chief's Report
Community Outreach Calendars – April and May
March District Financials
ESCI Master and Strategic Plan Proposal
Wimber Project Update
Elder Agreement
Infusion Agreement
Upcoming Board Items
Appreciation Letter

Join Zoom Meeting

<https://us02web.zoom.us/j/89471831096?pwd=MitMSE02UWxXRDBLcEVpVFZlaElyUT09>

Meeting ID: 894 7183 1096

Passcode: 953977

Dial by your location

719 359 4580

Meeting ID: 894 7183 1096

Passcode: 953977



**Board of Directors Regular Meeting
March 19, 2024,
Directly Following the Pension Board Meeting
Hybrid/Virtual: Zoom**

Meeting Minutes

I. OPENING OF MEETING

a. Call to Order

The regular meeting of the Board of Directors of the Mountain View Fire Protection District was held on March 19, 2024, as an In-Person/Virtual Zoom meeting, and was called to order by Director McConnell at 6:04 p.m.

b. Roll Call

The following Board members attended the meeting:

President McConnell, Director DeVenny, Director Whitlow, and Director Lathrop.

Director Whitlow moved to excuse Director Venrick. The motion was seconded by Director Lathrop and carried unanimously. Director Venrick attended while the meeting was in process.

Other persons present were Fire Chief David Beebe, Deputy Chief Sterling Folden, Director of Administrative Services Pamela Owens, Director of Finance Tonya Olson, Public Information Officer Rick Tillery, Battalion Chief Sean Flagg, and Legal Counsel John Chmil.

c. Pledge of Allegiance

d. Approval of Agenda

Director Lathrop moved to approve the agenda as written. The motion was seconded by Director DeVenny and carried unanimously.

II. PUBLIC/MEMBER PARTICIPATION

None

III. CONSENT AGENDA

Director Whitlow moved to approve the consent agenda, including the Special Meeting Minutes from the January 24, 2024, meeting and the Regular Meeting Minutes from the February 20, 2024, meeting. The motion was seconded by Director DeVenny and was carried unanimously.

IV. REPORTS

a. Local 3214 Report

Local 3214's report was included in the packet. No questions or comments were made.

b. Chief's Report

Chief Beebe's report was included in the packet and no questions or comments were made.

V. NEW BUSINESS

a. Convergent Impact Presentation

Eric Savickas from Convergent Impact gave a presentation on his work with the District. He is a leadership coach who has been working with members of administration and line staff. His goal is to increase leadership capacity through understanding sound principles of leadership through empowering people to have their teams take initiative and use their expertise to do great things.

b. February 2024 District Financials

Director of Finance Tonya Olson reviewed the financials for February 2024. Director Whitlow moved to approve the February 2024 Financials. The motion was seconded by Director Lathrop and carried unanimously.

c. Frontline Presentation

Deputy Chief Folden gave a presentation on the organizational review from the Frontline assessments. Frontline is the company the District partnered with to conduct annual physicals. After discussion, Director Venrick asked if Frontline does a mid-year follow-up to see how the numbers are trending. **Action:** Deputy Chief Folden will reach out to Frontline about a mid-year follow-up.

d. Ratify the donation of an ambulance to Boulder Valley Schools

District staff had the opportunity to donate an out-of-service ambulance to Boulder Valley School District. Due to the timing of the donation, a poll of the board members was taken. This decision requires ratification at the next board meeting, and that is the requested action now. **Motion:** Director Whitlow moved to ratify the ambulance donation to Boulder Valley Schools. The motion was seconded by Director Lathrop and carried unanimously.

e. Consideration of donation: Radio Equipment

Chief Beebe updated the Board that the District has a cache of portable and mobile radios that are out of service life and no longer capable of being programmed in the counties we serve. They do have useful life left in them for Boulder County so we would like to donate them .

Motion: Director DeVenny moved to approve the donation of the radio equipment to Boulder County. It was seconded by Director Lathrop and carried unanimously.

f. Consideration for approval for the Human Resources position RFP

Chief Beebe updated the Board on the Districts ongoing HR Audit. Chief Beebe reported that in an update from CPS HR that a Chief Human Resource Officer will be needed. Chief Beebe explained that he would like to get someone on board before the CBA Negotiations, even if the person is just observing, he thinks it will be beneficial in the long run. Therefore, he is seeking approval for an RFP (Request for Proposal) from CPS HR to begin a search and hiring of this individual. **Motion:** Director Whitlow moved to approve the RFP for CPS HR to begin the search for a Chief Human Resources Officer. It was seconded by Director Lathrop and carried unanimously.

VI. OLD BUSINESS

a. Public Hearing for Westview Acres Exclusion

Director Lathrop moved to open the Public Hearing for the Westview Acres Exclusion at 6:58 pm. It was seconded by Director DeVenny and carried unanimously. Director of Administration Pam Owens reviewed the paperwork in the Board packet. Director Whitlow moved to close the Public Hearing for the Westview Acres Exclusion at 7:00 pm. It was seconded by Director DeVenny. **Motion:** Director DeVenny moved to approve the Westview Acres Exclusion. It was seconded by Director Lathrop and carried unanimously.

b. Construction Projects Updated

Deputy Chief Webb congratulated the Board on the purchase of the new administrative offices. For that building, the District needs to hire a general contractor for the renovations. The District sent out proposals and decided on Elder Construction. After discussion, **Motion:** Director Whitlow moved to approve Elder Construction as the General Contractor for the Monarch Park Place Building. It was seconded by Director DeVenny and carried unanimously.

Dan Tran from Wember gave a brief presentation on the selection process for hiring a general contractor for Meadow Sweet Station (West Erie Station). He explained the process was a lot like the process for the administration building. He and his group selected Fransen Pittman. After discussion, **Motion:** Director Lathrop moved to approve Fransen Pittman as the General Contractor for the Meadow Sweet Station. It was seconded by Director Whitlow and carried unanimously.

Chief Beebe also updated the Board that he received 5 proposals from consultants for the Strategic/Master Plan. Staff is currently in the process of narrowing that down to 3 to interview. Chief Beebe asked the Board if they would like any input and Director McConnell will meet with Chief Beebe about this.

VII. BOARD MEMBER ITEMS

a. Upcoming Board Items

Ms. Owens reviewed the upcoming board items document in the Board packet. The June Special meeting date has not been assigned but Pam will keep in on the upcoming items. The July Special meeting will be on the 25th, and the Promotion/Swearing-In Ceremony will have a virtual

option. She has 9 rooms reserved for the SDA Conference in September and asked the Board to let her know if they wanted to attend.

Director Venrick asked for a discussion on the number of bedrooms being put in the new stations.

Director Lathrop agreed and asked that we keep in mind the growth the District will see in the next 20 years and be mindful of that when designing these buildings.

Director McConnell visited the Fleet Maintenance Facility and thanked the crew out there for showing her around. EMS Lt Neil Sheets also showed her the medical setup over there. She rode along one day with Deputy Chief Folden and visited Station 2, Station 5, Station 9, and Station 10. I got to meet with the crews and have some great discussions. She also thanked Engineer Kyle Lyman for taking her out in the Tatra. She also asked the Board to look at the board packet and previous packets and see what information adds value and maybe information doesn't. She added that the packets are very big so if anyone has suggestions, please get them to Pam. Director McConnell had PIO Rick Tillery present the 2023 Annual Report.

Director DeVenny attended First Friday in Superior, and it happened to be the day after the ambulance donation to Boulder Valley. She said that people were impressed that we were involved. She also did a ride-along at Station 1.

Director McConnell acknowledged the new Board setup and explained for the Executive Session, they would be moving into the old conference room.

VIII. EXECUTIVE SESSION

Director Whitlow moved to enter Executive Session pursuant to Sec. 24-6-402(4)(b), C.R.S., for purposes of consulting with our attorney on the issue of current employee litigation; pursuant to Sec. 24-6-402(4)(f), C.R.S., for purposes of discussing a personnel matter regarding the Fire Chief's Employment Agreement; and pursuant to Sec. 24-6-402(4)(b), C.R.S., for purposes of consulting with our attorney on the issue of succession plan for the Fire Chief position. It was seconded by Director DeVenny and carried unanimously.

Entered into the first session for employee litigation from 7:43 to 8:53;

Moved to the second session on Fire Chief Agreement from 8:53 to 9:42;

No third session was needed.

Executive Session ended at 9:42 pm

IX. ADJOURNMENT

There being no further business to come before the meeting, Director Whitlow moved to adjourn the meeting at 9:43 p.m. It was seconded by Director DeVenny and carried unanimously.

The preceding minutes are approved by the Mountain View Fire Protection District Board of Directors and constitute the official minutes of the meeting held on the date stated above.

President, Laura McConnell Date

Board Secretary, Cole Lathrop Date

Action Items

January 16, 2024

None

February 20, 2024

Action: Chief Beebe will check in to see if anyone can be a Mountain View representative at the Colorado Division of Fire Prevention meeting regarding their strategic plan review on March 11, 2024. – Chief Beebe attended the strategic plan review meeting on the 11th.

March 19, 2024

Action: Deputy Chief Folden will reach out to Frontline about a mid-year follow-up.

Motions

January 16, 2024

Motion: Director DeVenny moved to approve the District to submit the application for the Peace Officers Grant. The motion was seconded by Director Whitlow and carried unanimously.

Motion: Director Lathrop moved to approve the 2024 Audit Engagement letter from Hayne & Company. The motion was seconded by Director DeVenny and carried unanimously.

Motion: Director Whitlow moved to set the Public Hearing for the Mendoza Minor Exclusion for the February 20th meeting. The motion was seconded by Director Venrick and carried unanimously.

Motion: Director Whitlow moved to approve the Tri Pointe Homes Exclusion. It was seconded by Director DeVenny and carried unanimously.

Motion: Director Venrick moved to approve the Third Amendment of the Fire Chief's Employment Agreement. It was seconded by Director Whitlow and carried unanimously.

Motion: Director Lathrop moved to approve Resolution 2024-1 Authorization for Monarch Place Transaction. It was seconded by Director Venrick and carried unanimously.

February 20, 2023

Motion: Director Whitlow moved to approve the Letter of Understanding with the Center of Public Safety Excellence. The motion was seconded by Director DeVenny and carried unanimously.

Motion: Director Venrick moved to approve the Mendoza Exclusion. The motion was seconded by Director Lathrop and carried unanimously.

Motion: Director Lathrop moved to approve the new Wember contract. The motion was seconded by Director Venrick and carried unanimously.

Motion: Director Whitlow moved to approve the Infusion Architects. The motion was seconded by Director Venrick and carried unanimously.

Motion: Director Whitlow moved to reject the current settlement offer and proceed as discussed in Executive Session. The motion was seconded by Director Venrick and carried unanimously.

March 19, 2024

Motion: Director Whitlow moved to ratify the ambulance donation to Boulder Valley Schools. The motion was seconded by Director Lathrop and carried unanimously.

Motion: Director DeVenny moved to approve the donation of the radio equipment to Boulder County. It was seconded by Director Lathrop and carried unanimously.

Motion: Director Whitlow moved to approve the RFP for CPS HR to begin the search for a Chief Human Resources Officer. It was seconded by Director Lathrop and carried unanimously.

Motion: Director DeVenny moved to approve the Westview Acres Exclusion. It was seconded by Director Lathrop and carried unanimously.

Motion: Director Whitlow moved to approve Elder Construction as the General Contractor for the Monarch Park Place Building. It was seconded by Director DeVenny and carried unanimously.

Motion: Director Lathrop moved to approve Fransen Pittman as the General Contractor for the Meadow Sweet Station. It was seconded by Director Whitlow and carried unanimously.

Glossary

A

ADA – Americans with Disabilities Act

AFG – Assistance to Firefighters Grant

Alpha Side – Front side of a structure

B

BCSO – Boulder County Sheriff's Office

Bravo Side – Left side of a structure

BVFC – Boulder Valley Fire Consortium

BVSD – Boulder Valley School District

C

CBA – Collective Bargaining Agreement

CDOT – Colorado Department of Transportation

Charlie Side – Back side of a structure

CO – Certificate of Occupancy

CORA – Colorado Open Records Act

CWPP – Community Wildfire Protection Plan

D

Delta Side – Right side of a structure

DiSC Assessments - DiSC is an acronym that stands for the four main personality profiles described in the DiSC model: (D)ominance, (i)nfluence, (S)teadiness, and (C)onscientiousness.

DOLA – Department of Local Affairs

E

EMS – Emergency Medical Service

F

FMLA – Family Medical Leave Act

FPPA – Fire and Police Pension Association

G

GC – General Contractor

H

I

ISO – Insurance Rating Office

J

K

L

M

MAFIT – Multi-Agency Fire Investigation Team

MDT – Mobile Data Terminal

MVFR – Mountain View Fire Rescue

MVFPD – Mountain View Fire Protection District

N

NIST – National Institute of Standards and Technology

O

OSMP – Open Space and Mountain Parks

P

PERA – Public Employee’s Retirement Association

PIO – Public Information Officer

Q

R

RFP – Request for Proposal

RHS - Retiree Healthcare Savings

S

SDA - Special District Association

SSO - Single Sign On

SWAT - Special Weapons and Tactics

T

TCO – Temporary Certificate of Occupancy

U

V

W

WC – Workers Compensation

X

Y

Z



Subject: Report of IAFF L3214

From: Mountain View Professional Firefighters IAFF L3214

To: Mountain View Fire Protection District Board of Directors

Date: April 5th, 2024

Dear Directors,

Since returning from the IAFF the L3214 Executive Board has been diligently working on building relationships with our district's elected officials. We hope to build strong relationships that will continue to greatly benefit the citizens of MVFPD.

In late March IAFF L3214 President Ben Carter was named to be the chair of a joint Colorado State Fire Chiefs (CSFC) and Colorado Professional Fire Fighters (CPFF) subcommittee on Apparatus, Facilities, PPE and Equipment. The goals of this joint committee are to establish guidelines for all departments statewide. These guidelines will help keep firefighters healthier and safer in Colorado.

In March, Chief Folden presented A briefing on the results of the Frontline assessments. The Frontline medical evaluations of our members have yielded positive outcomes, and we extend our gratitude to the BOD and administration for implementing this program. Our Executive Board has received feedback from members regarding the benefits of these Physicals, particularly in detecting medical issues early to prevent long-term health problems.

In addition, many members have expressed their discomfort in answering certain questions due to concerns about confidentiality and fear of negative repercussions from upper management or battalion chiefs.

The Union continues to suggest engaging an outside company for organizational assessments allowing for the customization of surveys to our agency's structure. In addition, we would like the board to include organizational health discussions in the upcoming master planning process.

The Union passionately believes changes in scope of the bargaining resolution can help correct many of the findings cited in the report by allowing us to negotiate solutions into our contract. We continue to hope that the district's bargaining resolution can be changed and/or replaced to allow more in depth discussions on issues that matter greatly to our members. Collaborative efforts will remove barriers that stifle contract negotiations. Thus, we will create a positive impact on the citizens we serve and our members who risk their lives every day.

We look forward to continued discussion with the board on these concerns.

Respectfully Submitted,

IAFF L3214 - Executive Board



MOUNTAIN VIEW FIRE RESCUE

FROM THE OFFICE OF DAVE BEEBE, FIRE CHIEF

To: MVFPD Board of Directors
From: Dave Beebe
Date: February 1, 2024

Re: April Chief's Report

Directors,

Please accept this report on activities, progress, and concerns that have occurred or are ongoing.

- The district received 5 proposals from consultants to develop the new Strategic and Master plan. The proposals are being reviewed and 2-3 of the consultants will be invited to an interview. We hope to have a consultant selected before the April meeting.
- CPS HR has started the process to recruit and hire a Chief Human Resource Officer (CHRO). This process could take as long as 4 months.
- CPS HR has concluded the HR assessment. They will present it to the board at the April meeting.

Administrative Services

- The District currently has six employees on modified duty.
- Human Resources has been working on the details for the promotional process along with members from the line.
- Human Resources is exploring hiring practices that will help to capture candidates as they graduate.
- The Retiree Health Reimbursement Arrangement benefit is now available to employees.

Finance

- The fieldwork was completed for the audit on March 7th. The audit team had further requests in the weeks following. Some steps took longer and were more complicated from trying to extract the information from new software.
- The single audit for the EMS Supplemental reimbursement was done in conjunction with the regular audit this year.
- The Retiree Health Savings plan went live on March 15th and the first deposits have been made to the employee's accounts.

- The Accounting Specialist attended a group review of new hire onboarding. The purpose of the after-action review was to find areas for improvement as a group and foster better communication between departments.
- The Finance Director was part of the discussion with Assured Partners, the benefits broker firm, about renewals and possible costing scenarios.
- Software update:
 - The sandbox and production environment has been completed in Sage Intacct. Staff completed six online training modules that gave a general understanding of the new software and began working in the sandbox environment.
 - Weekly status meetings began with the Project Manager assigned to MVFR's implementation. We are on track to meet the project milestones thus far.
 - Live training sessions with staff from JMT Consulting began at the end of March and went well. Several more sessions are planned in April.

Operations

- House fire in Dacono. The fire was contained to the manufactured home of origin, and no injuries were reported. The home did have significant damage. Assistance from Frederick/Firestone FD. Crews did an excellent job of extinguishing the fire.
- Assisted the City of Lafayette with a house fire in an olde town. No injuries were reported, although the home suffered major damage.
- Working through two agreements for auto aid. One is with the City of Boulder, and the other is with Frederick/Firestone. More to come as the details come together.

EMS:

- 3 new ambulances were licensed in Boulder County today. They still need to be licensed in Weld, and then they can be placed in service. The rest of our fleet will be inspected next week.

Training:

- Early Season Extrication Training (March 27-29, B-Shift postponed due to weather) success with an incredible number of wrecked vehicles provided by Northside Towing.
- Our recruits are doing well at the Front Range Fire Academy and representing Mountain View well; additionally, we've had the opportunity to involve several folks from the Line with academy instructional assistance.
- 2024 National Registry Renewals wrapped up with 56 people successfully renewed.
- The last days of the Erie acquired structure are extending into April, with training focus on horizontal and vertical ventilation.

Wildland:

- Both Fire Operations Specialists have been hired.

- Annual wildland fire training begins in the coming month.

Life Safety

- 71 Plans reviewed in March.
- Several special event plans are coming in for the summer.
- Mead.
 - Elevation 25 Warehouse to see new tenant- Leaning Tree, formerly in Gunbarrel.
 - Agfinity to complete the new car wash in June.
 - Car Wash to open in April off Hwy 66 and I-25.
 - New Modular trailer/classroom at Mead Elementary School- This makes 5-wheeled classrooms.
- Erie.
 - Erie City Hall building expansion is underway.
 - 111th and Arapahoe, an apartment complex with 230 units to start in March 2024.
 - New commercial building project proposed for I-25 West frontage road South of Erie Parkway.
 - Construction of a Valvoline Oil change facility at 9 Mile.
 - Residential sprinkler plans are coming in at a steady pace.
- Superior.
 - Tenant Finish at 2245 Main Street, Krak Boba, was submitted.
 - The balance of 2245 Main Street, mixed-use commercial, and apartments, certificate of occupancy is expected this week or next. All life safety features have passed inspection.
 - 401 Center Drive Mexican restaurant is in the permit phase.
 - Town planning is working to make sure all the downtown roads have proper parking signage to meet our needs.

Fire Investigations:

- Dacono Modular Home Fire—March 27, Under Investigation.
- Fire in Erie within the park area, Hwy 7 and Bonanza- Erie Police investigating.

Community Outreach:

- Hiring Anna Christanson (current part-time outreach assistant) as our new full-time Education Specialist. She will start her full-time position on April 15th.
- Interviewing for more part-time outreach assistants in the coming weeks to get them hired and onboarded before summer events
- We have sent out Save the Dates for Kid's Academy. Registration for Mountain View Fire family members will open the last week of April. We will open registration to the community the first full week of May.
- Meeting with School Departments to expand training for their health staff as well as students in basic first aid and Narcan (opioid reversal) administration
- Had a very successful Easter Egg Hunt with the Erie Optimist Club

Information Technology Division:

- New admin building: cleaned up network closets, worked with Comcast to enable Internet, and worked on ordering network hardware.
- Implemented the “Defender for Office 365” add-on, which extends our protection against phishing and malware in email, the Teams app, and SharePoint.
- Working with HR and Training departments to improve our checklist for the hiring process, onboarding, and pre/post-academy training plan for new hires.
- Cleaned up network closets/cabling at Stations 5, 10, and 2 and installed new switches to standardize with the rest of the stations.

Fleet/Facilities Section:

Facilities:

- Wember will prepare a document monthly outlining the status of all the projects they are managing for us.
- Station 8.
 - The town has said that, as long as the property owners agree to the layout of the ditch/culvert, they have no objection to us proceeding. Wember and Fransen Pittman are moving to get that done.
- Monarch Park Place building.
 - Infusion Architecture, their consultants, Elder Construction, and some of their subcontractors toured the building on Friday the 22nd to get a more detailed view of the project space.
 - Infusion conducted a furniture inventory and assessment with the staff on March 25th. We examined which furniture would move to the new building and which would not.
 - We had a kickoff meeting between the Wember, Infusion Architecture, Elder Construction and some of their subcontractors, and the district on March 26th.
 - Infusion will meet with team leads about their detailed wants and needs for the building space and layout over the next couple of weeks.
- Station 14 – West Mead
 - The town is re-drafting the project agreement document. This document would outline which parties are expected to pay for each component of the full project.
- Station 15 – Meadow Sweet
 - Meeting with the Station Design Committee on April 2, 2024, to discuss the building's interior layout and the exterior forms.
 - Oz filed the initial site plan documentation with the town at the beginning of April.
- Station 4
 - Wember is preparing for the initial tenant finish permit with Boulder County.
- Station 5
 - We submitted the permit application to Superior.
 - We have a meeting with Fransen Pittman on scope and costs on April 2.

- Station 10
 - Wember is preparing a task order to manage the project.
- Marshall Mesa Cistern
 - Wember is preparing a task order to manage the project.

Fleet:

- 2270/Bat 205 – is ready to be placed in service.
- The Braun ambulances are being inspected on 4/1 and should be ready to be placed in service shortly after the inspection.
- The new Type-VI rigs are at Station 9, getting equipped for service, and will go into service over the next few weeks.
- 2257/HM 207 – No Update.
- No production updates from Braun.
- The mid-point inspection for the new 2201/201 went well. Per Rosenbauer, we should take delivery of the truck by mid-to-late May.
- We have not received updates from Rosenbauer on the other trucks we ordered.

Communications

- Coordinated with Station 5 to provide a firefighter to speak to Fox 31 regarding fire danger
 - <https://kdvr.com/news/local/high-fire-danger-expected-across-nearly-half-of-colorado-sunday/>
- Represented MVFR at the Boulder County CWPP Information Community Meeting at Boulder Rural Fire Rescue
- Received the 2023 Annual Report and have started distribution
- Participated in the Aims Community College Recruitment Fair at their Public Safety Institute
- Completed and submitted Strategic Communications Plan and SOG to Chief Beebe for review
- Assisted Lafayette Fire with PIO duties (photo/video) on an Auto-Aid structure fire
- Assisted Platteville Gilcrest with PIO duties (photo/video) on a large grassland fire due to their PIO being out of district
- Spoke with reporter Brad Brooks from Reuters for his preparing for disaster story
 - <https://kfgo.com/2024/03/09/prepping-for-disaster-diversifies-as-more-americans-lose-trust/>

Respectfully,

Dave Beebe

Fire Chief

APRIL

/ 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
31	1	2 1p-3p Stepping On Class UCHealth Longs Peak	3	4 11:00 AM Senior BP Checks Erie & Mead Community Outreach Safety Talk during Erie BP	5 9a-11a Car Seat Checks Station 6 5:00p-10:00pm CO Mammoth First Responder Dodgeball Tournament	6
7	8 9a-4p CPR Training Left Hand Water District	9 9a-4p CPR Training Left Hand Water District 6:30p-8:30p Guide Dog Training - Station 5	10 9a-4p Car Seat Safety Conference Denver 9a-4p CPR Training Left Hand Water District	11 9a-4p CPR Training Left Hand Water District 6p-8p Monthly Outreach Assistant Meeting	12	13 5p-10p CO Avalanche First Responder Night
14	15 First Day of Full Time for Community Outreach Education Specialist Anna Christianson	16 6:00p-8:00p Board of Directors Monthly Meeting	17 9:00 am Erie Town Fair Essential Personnel 1:00 pm Big Dig Committee Meeting	18 6:30 pm Erie Optimist Club Meeting - Review of Easter Egg Hunt	19	20
21	22	23	24	25	26 6:30 pm Carbon Valley Awards Ceremony	27 10a-12n Arbor Day Festival - Superior
28	29	30	1	2	3	4

MAY

/ 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	1 Fire and Life Safety Educator I Class	2 Fire and Life Safety Educator I Class 11:00 AM Senior BP Checks Erie & Mead	3 Fire and Life Safety Educator I Class 9a-11a Car Seat Checks Station 6	4
5	6	7 6p-8p Monthly Outreach Assistant Meeting	8	9	10	11
12	13	14 CRR Leadership Conference - AZ 8a-4p Hands Only CPR Niwot High	15 CRR Leadership Conference - AZ 8a-4p Hands Only CPR Niwot High	16 CRR Leadership Conference - AZ	17	18 Erie Town Fair
19	20	21 6:00p-8:00p Board of Directors Monthly Meeting	22 4:30p Touch a Truck Meadowlark School	23	24	25
26	27	28	29	30	31	1



Mountain View Fire Rescue
Statement of Revenues and Expenditures
GENERAL FUND
 For the 3 Month(s) Ending March 31, 2024
 (in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
BEGINNING FUND BALANCE	55,131,401	66,221,605	57,889,789	(2,758,388)	-5%
REVENUES					
Property Taxes	53,297,048	3,331,750	15,590,794	37,706,254	71%
Local TIF Reimbursements	1,690,000	763	159,630	1,530,370	91%
Specific Ownership Tax	1,927,230	175,964	550,589	1,376,641	71%
Fees for Service	18,000	1,500	4,500	13,500	75%
EMS Transports	2,600,000	148,765	395,171	2,204,829	85%
Fire Prevention Fees	100,000	16,332	94,468	5,532	6%
Maintenance Shop Fees	350,000	40,707	83,018	266,982	76%
Investment Earnings	1,000,000	254,936	708,912	291,088	29%
Wildland	102,000	0	0	102,000	100%
Grant Awards	0	0	0	0	0%
Total REVENUES	61,084,278	3,970,716	17,587,082	(43,497,196)	-71%
OTHER REVENUE SOURCES					
Miscellaneous Revenues	171,000	250	19,810	151,190	88%
Oil & Gas Royalties	0	1,165	3,523	(3,523)	0%
Sale of Assets	0	49,986	49,986	(49,986)	0% FS3-1
Rebates and Discounts	0	0	300	(300)	0%
Total OTHER REVENUE SOURCES	171,000	51,402	73,619	(97,381)	-57%
EXPENDITURES					
Salaries & Wages	22,460,451	2,347,701	5,346,939	17,113,512	76%
Overtime	2,320,652	270,915	482,924	1,837,728	79%
Benefits	8,727,928	753,924	1,878,556	6,849,372	78%
General Operating Supplies	1,453,748	50,845	228,011	1,225,737	84%
Small Equipment/Tools	775,708	33,968	76,293	699,416	90%
Non-Capital Tech Expense	488,860	25,909	81,370	407,490	83%
Non-Capital Fleet Expense	324,500	13,050	28,920	295,580	91%
General Purchased Services	1,649,327	103,661	493,147	1,156,181	70%
Contract Services	710,177	45,061	157,948	552,229	78%
Training	480,043	10,833	26,967	453,076	94%
Repairs & Maint/Equip	406,426	321	41,700	364,726	90%
Repairs & Maint/Building	592,548	15,385	63,895	528,653	89%
Utilities	571,144	33,992	105,663	465,481	81%
Capital Outlay	60,000			60,000	100%
Total EXPENDITURES	41,021,513	3,705,565	9,012,332	32,009,180	78%
EXCESS/(DEFICIENCY) REVENUES AFTER EXPENDITURES					
	20,233,766	316,553	8,648,369	(11,585,397)	-57%
Changes in Fund Balances Restricted for TABOR	(17,000,000) (1,230,645)	0	0	(17,000,000)	100%
ENDING FUND BALANCE	57,134,522	66,538,158	66,538,158	(9,403,636)	-16%

FS3-1 - Ritchie Auction Proceeds - from sale of old trucks and apparatus.

JANUARY FOOTNOTES:

FS1-1 - Exclusion fee, reimbursement by Hazmat Authority



**Mountain View Fire Rescue
Budget Summary by Department
ADMINISTRATION**

For the 3 Month(s) Ending March 31, 2024
(in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5205 - Operating supplies & expense	41,100	894	3,122	37,978	92%
5209 - Food/Catering	6,200		1,283	4,917	79%
5227 - Misc. Fees	10,000	1	1	9,999	100%
5235 - Membership/subscriptions	7,535	3,188	5,437	2,099	28% FS3-2
5240 - Postage/UPS,Fed X	3,001		225	2,776	93%
5244 - Janitorial Supplies	3,900			3,900	100%
5245 - Uniform/allowance	9,452	759	949	8,503	90%
5288 - Travel costs/per diems	29,350		1,519	27,831	95%
5300 - General Purchased Services	1,700		1	1,699	100%
5305 - Board Member Attendance Compensati	12,000			12,000	100%
5306 - Board expenses	200			200	100%
5307 - Board member training/travel	7,250			7,250	100%
5310 - Printing legal notices	13,500	17	99	13,401	99%
5320 - Legal fees	140,000	10,703	26,397	113,603	81%
5330 - Elections	1			1	100%
5342 - Contract labor services	103,000			103,000	100%
5346 - R & M equipment	4,100			4,100	100%
5347 - Repairs & maintenance, vehicles	30,000			30,000	100%
5348 - Repairs & maintenance, building	30,000			30,000	100%
5355 - Training seminars	18,100		2,422	15,678	87%
5365 - Exams and Certifications	2,000			2,000	100%
5390 - Tax collection fee(Purch Svcs)	825,958	50,017	233,968	591,990	72%
5395 - Contingency reserve	17,737			17,737	100%
5410 - District liability insurance	287,000	29,796	78,766	208,234	73%
5525 - Non-Capital Equip <\$5K	2,000			2,000	100%
ADMINISTRATION	1,605,084	95,374	354,187	1,250,896	78%

FS3-2 - Account 5235 - One time Colorado State Fire Chiefs membership dues.



**Mountain View Fire Rescue
Budget Summary by Department
COMMUNICATIONS**

For the 3 Month(s) Ending March 31, 2024
(in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5205 - Operating supplies & expense	8,500			8,500	100%
5209 - Food/Catering	4,000			4,000	100%
5223 - Promotional & Marketing	13,000		44	12,956	100%
5235 - Membership/subscriptions	2,000		190	1,810	91%
5237 - Public education supplies	1,000			1,000	100%
5240 - Postage/UPS,Fed X	500			500	100%
5245 - Uniform/allowance	350		70	280	80%
5260 - Misc supplies & expense	1,150			1,150	100%
5288 - Travel costs/per diems	3,000			3,000	100%
5355 - Training seminars	4,000			4,000	100%
COMMUNICATIONS	37,500	0	304	37,196	99%



Mountain View Fire Rescue
Budget Summary by Department
INFORMATION TECHNOLOGY SERVICE
 For the 3 Month(s) Ending March 31, 2024
 (in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5211 - Tech-Hardware & Accessories	70,000		7,837	62,163	89%
5212 - Tech-Software & Applications	342,625	23,510	68,809	273,816	80%
5240 - Postage/UPS,Fed X			10	(10)	0%
5245 - Uniform/allowance	700			700	100%
5288 - Travel costs/per diems	5,000		855	4,145	83%
5311 - Tech Expense-Maintenance & Sup	30,000	2,399	4,680	25,320	84%
5355 - Training seminars	10,200		1,938	8,262	81%
5375 - Telecom, cell phones	60,000	3,497	7,014	52,986	88%
5377 - Utilities, Telephone & cable	13,000	842	2,374	10,626	82%
5381 - Utilities, Data Services	200,000	11,268	37,609	162,391	81%
INFORMATION TECHNOLOGY SERVICE	731,525	41,515	131,126	600,399	82%



Mountain View Fire Rescue
Budget Summary by Department
HUMAN RESOURCES
 For the 3 Month(s) Ending March 31, 2024
 (in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5205 - Operating supplies & expense	200		75	125	63%
5209 - Food/Catering	3,000		1,702	1,298	43%
5220 - Awards & Celebrations	25,000		2,062	22,938	92%
5235 - Membership/subscriptions	9,630		1,402	8,228	85%
5240 - Postage/UPS,Fed X	500			500	100%
5245 - Uniform/allowance	700			700	100%
5263 - Training library			367	(367)	0%
5267 - Mileage	300			300	100%
5288 - Travel costs/per diems	6,300			6,300	100%
5300 - General Purchased Services	6,000			6,000	100%
5322 - Employee Testing	12,500	1,833	10,411	2,089	17%
5324 - Recruiting/Hiring services	3,000	18,988	18,988	(15,988)	-533% FS3-3
5339 - Employee Incentives/Celebrations	5,000			5,000	100%
5342 - Contract labor services		10,890	10,890	(10,890)	0% FS3-4
5355 - Training seminars	16,000			16,000	100%
5365 - Exams and Certifications	1,800			1,800	100%
5366 - Tuition Reimbursement	45,000	1,537	8,575	36,425	81%
5520 - Protective gear/equip	40,000			40,000	100%
HUMAN RESOURCES	174,930	33,248	54,473	120,457	69%

FS3-3 - Account 5324 - Oral Interviews conducted by CPS HR Consulting.

FS3-4 - Account 5342 - HR Department Assessment contractor.

FEBRUARY FOOTNOTES:

FS2-1 - Account 5322 - Health and background check pre-employment screening.

JANUARY FOOTNOTES:

FS1-2 - Account 5205 - Purchase of minifridge for motherhood accomodation.

FS1-3 - Account 5209 - Lunch for assessment of new hires.

FS1-4 - Account 5235 - Annual membership to Nation Testing Network (NTN) and Society for Human Resource Dual Membership and Professional Membership.

FS1-5 - Account 5263 - Books for hiring process.

FS1-6 - Account 5322 - Davis and Associates testing for new hires.



**Mountain View Fire Rescue
Budget Summary by Department
FINANCIAL SERVICES**

For the 3 Month(s) Ending March 31, 2024
(in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5209 - Food/Catering	600			600	100%
5225 - Bank charges	3,900		56	3,844	99%
5227 - Misc. Fees	600	2	80	520	87%
5235 - Membership/subscriptions	200			200	100%
5245 - Uniform/allowance	1,050			1,050	100%
5288 - Travel costs/per diems	2,690			2,690	100%
5315 - Audit & accounting	31,000			31,000	100%
5342 - Contract labor services	133,500	9,380	19,074	114,426	86%
5355 - Training seminars	8,600			8,600	100%
FINANCIAL SERVICES	182,140	9,382	19,210	162,930	89%

JANUARY FOOTNOTES:

FS1-7 - Account 5227 - Xerox Financial Services.



Mountain View Fire Rescue
Budget Summary by Department
EMERGENCY OPERATIONS
 For the 3 Month(s) Ending March 31, 2024
 (in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5205 - Operating supplies & expense	124,600	207	13,562	111,038	89%
5209 - Food/Catering	23,500		48	23,452	100%
5235 - Membership/subscriptions	7,700		100	7,600	99%
5240 - Postage/UPS,Fed X	1,100			1,100	100%
5244 - Janitorial Supplies	51,800	40	4,930	46,870	90%
5245 - Uniform/allowance	110,900	3,828	24,280	86,620	78%
5255 - Small Equipment	19,900		102	19,798	99%
5256 - Saw supplies/accessories	2,600			2,600	100%
5259 - Station Allowance	300			300	100%
5261 - FF Equipment	13,000		4,343	8,657	67%
5263 - Training library	7,800			7,800	100%
5269 - SCBA Supplies/parts	35,250		28,536	6,714	19%
5270 - Hose/nozzle supplies	26,765	22,263	22,263	4,502	17% FS3-5
5271 - EMS Disposables	210,000	10,697	42,766	167,234	80%
5272 - EMS Durables	31,000			31,000	100%
5288 - Travel costs/per diems	62,000			62,000	100%
5300 - General Purchased Services	52,200	2,341	6,093	46,107	88%
5318 - Honor Guard	14,400			14,400	100%
5332 - Repairs/Maintenance, Saws	10,900			10,900	100%
5333 - Repairs/Maint, Extinguishers	5,725			5,725	100%
5335 - Repairs & Maint, Hose/nozzles	4,500			4,500	100%
5336 - Repairs/Maint-FF Equip	6,000			6,000	100%
5342 - Contract labor services	72,676	12,112	24,224	48,452	67%
5346 - R & M equipment	88,641	52	350	88,291	100%
5348 - Repairs & maintenance, building	8,680		25	8,655	100%
5355 - Training seminars	190,148	747	747	189,401	100%
5360 - Authority Fee	108,759		108,786	(27)	0%
5362 - SCBA Repair/Maint/Testing	52,200		3,773	48,427	93%
5363 - Protective Clothing Repairs	11,800			11,800	100%
5365 - Exams and Certifications	17,223		5,090	12,133	70%
5367 - Mileage Reimbursement		40	86	(86)	0%
5372 - Landscaping Maintenance	3,460			3,460	100%
5380 - EMS Purchased Services	33,300		1,050	32,250	97%
5515 - Hose Equipment <\$5K	4,500			4,500	100%
5520 - Protective gear/equip	389,902	11,026	15,192	374,710	96%
5525 - Non-Capital Equip <\$5K	31,700	44	2,783	28,917	91%
EMERGENCY OPERATIONS	1,834,929	63,396	309,128	1,525,802	83%

FS3-5 - Account 5270 - Large purchase of hoses ordered last year.

FEBRUARY FOOTNOTES:

FS2-2 - Account 5365 - Pediatric Advanced Life Support (PALS) recertifications.

JANUARY FOOTNOTES:

FS1-8- Account 5261 - Purchase of high output battery pack and waterproof poly tarps cover.

FS1-9 - Account 5269 - Purchase of SCBA masks and regulators for new hires.

FS1-10 - Account 5360 - One time authority fee to Boulder County Hazardous Materials Response Authority; will be netted with the total remaining budget



**Mountain View Fire Rescue
Budget Summary by Department
LIFE SAFETY**

For the 3 Month(s) Ending March 31, 2024
(in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5205 - Operating supplies & expense	2,500		442	2,058	82%
5209 - Food/Catering	8,000		884	7,116	89%
5220 - Awards & Celebrations	1,000		51	949	95%
5235 - Membership/subscriptions	4,660		2,284	2,377	51% FS3-6
5237 - Public education supplies	59,150	1,810	4,929	54,221	92%
5238 - Fire investigation supplies	4,400			4,400	100%
5240 - Postage/UPS,Fed X	100			100	100%
5245 - Uniform/allowance	7,610	280	275	7,335	96%
5288 - Travel costs/per diems	11,700		1,603	10,097	86%
5342 - Contract labor services	6,700			6,700	100%
5355 - Training seminars	9,655		1,113	8,542	88%
5365 - Exams and Certifications	8,900		475	8,425	95%
5525 - Non-Capital Equip <\$5K	7,900			7,900	100%
LIFE SAFETY	132,275	2,090	12,056	120,219	91%

FS3-6 - Account 5235 - National Fire Protection Association (NFPA) National Fire Protection Code annual fee for access.



**Mountain View Fire Rescue
Budget Summary by Department
RADIOS & DISPATCH**

For the 3 Month(s) Ending March 31, 2024
(in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5205 - Operating supplies & expense	24,500		60	24,440	100%
5209 - Food/Catering	300		40	260	87%
5235 - Membership/subscriptions	100			100	100%
5240 - Postage/UPS,Fed X	500			500	100%
5346 - R & M equipment	51,000		8,122	42,878	84%
5359 - Dispatching service	86,001		75,387	10,614	12%
RADIOS & DISPATCH	162,401	0	83,608	78,793	49%

JANUARY FOOTNOTES:

FS1-11 - Account 5346 - Purchase of radios.

FS1-12 - Account 5359 - 2024 annual fee for dispatch services/wireless maintenance.



**Mountain View Fire Rescue
Budget Summary by Department
TRAINING**

For the 3 Month(s) Ending March 31, 2024
(in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5205 - Operating supplies & expense	15,000	1,899	2,127	12,873	86%
5209 - Food/Catering	5,000		1,351	3,649	73%
5211 - Tech-Hardware & Accessories	1,500			1,500	100%
5212 - Tech-Software & Applications	1,500		24	1,476	98%
5235 - Membership/subscriptions	25,000		15,800	9,200	37%
5245 - Uniform/allowance	1,500	40	305	1,195	80%
5261 - FF Equipment	5,000			5,000	100%
5263 - Training library	2,000		159	1,841	92%
5288 - Travel costs/per diems	7,500		2,625	4,875	65% FS3-7
5300 - General Purchased Services	1,500			1,500	100%
5322 - Employee Testing	5,000			5,000	100%
5346 - R & M equipment	2,000		1,160	840	42%
5355 - Training seminars	93,000	8,549	13,033	79,967	86%
5356 - Seminar/Academy Expenses	12,500			12,500	100%
5365 - Exams and Certifications	25,000	60	2,651	22,349	89%
5525 - Non-Capital Equip <\$5K	5,000		434	4,566	91%
5550 - Training equipment	10,000			10,000	100%
TRAINING	218,000	10,548	39,669	178,331	82%

FS3-7 - Account 5288 - Travel expense for two trainings.

FEBRUARY FOOTNOTES:

FS2-3 - Account 5235 - Annual Fire Department Training Network and Boulder County Regional Training Center Memberships.

JANUARY FOOTNOTES:

FS1-13 - Account 5346 - Purchase Headrush Tech. Auto-belay recertification.



**Mountain View Fire Rescue
Budget Summary by Department
FLEET OPERATION**

For the 3 Month(s) Ending March 31, 2024
(in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5205 - Operating supplies & expense	239,400	13,147	49,880	189,520	79%
5208 - Ambulance Expenses	1,650		1,375	275	17%
5209 - Food/Catering	1,500			1,500	100%
5212 - Tech-Software & Applications	23,000			23,000	100%
5227 - Misc. Fees	3,000	109	781	2,219	74%
5234 - Outside Svc-Supplies/Materials	0	9,727	17,898	(17,898)	0%
5235 - Membership/subscriptions	800		50	750	94%
5240 - Postage/UPS,Fed X	5,000			5,000	100%
5244 - Janitorial Supplies	6,300	673	1,346	4,954	79%
5245 - Uniform/allowance	10,140	331	689	9,451	93%
5265 - Fuel	230,000	13,026	27,473	202,527	88%
5266 - Tires	94,500	24	1,447	93,053	98%
5288 - Travel costs/per diems	32,900		6,114	26,786	81%
5311 - Tech Expense-Maintenance & Sup	11,235			11,235	100%
5342 - Contract labor services	10,000			10,000	100%
5347 - Repairs & maintenance, vehicles	132,300	145	27,324	104,976	79%
5355 - Training seminars	17,540		(1,388)	18,928	108%
5364 - Annual Equip Testing	8,510			8,510	100%
5525 - Non-Capital Equip <\$5K	12,400	635	635	11,765	95%
FLEET OPERATION	840,175	37,816	133,623	706,552	84%

JANUARY FOOTNOTES:

FS1-14 - Account 5208 - One time ambulance license fees, no further expense for the year.

FS1-15 - Account 5234 - Supplies/parts purchased for billable work only; offset by revenue collected.

FS1-16 - Account 5288 - FDIC Conference travel and Waterous training for B.Ross and C.Gransee.



Mountain View Fire Rescue
Budget Summary by Department
WILDLAND/RESCUE SERVICES
 For the 3 Month(s) Ending March 31, 2024
 (in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5205 - Operating supplies & expense	29,000		1,001	27,999	97%
5209 - Food/Catering	5,000			5,000	100%
5211 - Tech-Hardware & Accessories	9,000		20	8,980	100%
5245 - Uniform/allowance	10,800	1,765	1,765	9,035	84%
5256 - Saw supplies/accessories	10,000		7	9,993	100%
5261 - FF Equipment	44,291		284	44,007	99%
5288 - Travel costs/per diems	20,000			20,000	100%
5342 - Contract labor services	5,000			5,000	100%
5346 - R & M equipment	6,000			6,000	100%
5355 - Training seminars	35,000			35,000	100%
5378 - Utilities, trash	3,000			3,000	100%
5520 - Protective gear/equip	45,000		225	44,775	99%
WILDLAND/RESCUE SERVICES	222,091	1,765	3,301	218,790	99%



**Mountain View Fire Rescue
Budget Summary by Department
STATIONS AND GROUNDS**

For the 3 Month(s) Ending March 31, 2024
(in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5205 - Operating supplies & expense	74,750	1,371	9,493	65,257	87%
5245 - Uniform/allowance	1,000	78	78	922	92%
5300 - General Purchased Services	5,000			5,000	100%
5342 - Contract labor services	73,500	239	239	73,261	100%
5344 - Janitorial Services	38,330	2,011	4,022	34,308	90%
5348 - Repairs & maintenance, building	175,110	4,196	22,711	152,399	87%
5349 - Repairs & maint. appliances	4,550	124	971	3,579	79%
5355 - Training seminars	1,500			1,500	100%
5361 - Alarm system service fees	27,930		4,405	23,525	84%
5370 - HVAC/Mechanical Repairs	252,023	7,145	27,818	224,205	89%
5372 - Landscaping Maintenance	57,015	2,033	4,913	52,102	91%
5376 - Utilities, electric & gas	213,144	13,243	43,902	169,242	79%
5378 - Utilities, trash	33,000	2,642	6,682	26,318	80%
5379 - Utilities, water & sewer	49,000	2,501	8,082	40,918	84%
5511 - Capital outlay, furniture & fixtures	50,000			50,000	100%
5525 - Non-Capital Equip <\$5K	48,000		1,490	46,510	97%
STATIONS AND GROUNDS	1,103,852	35,583	134,807	969,045	88%

JANUARY FOOTNOTES:

FS1-17 - Account 5349 - Stove repair at st.2 and other appliances maintenance st.9



**Mountain View Fire Rescue
Budget Summary by Department
WELLNESS PROGRAM**

For the 3 Month(s) Ending March 31, 2024
(in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
5205 - Operating supplies & expense	1,000			1,000	100%
5209 - Food/Catering	2,280			2,280	100%
5300 - General Purchased Services	5,500	440	880	4,620	84%
5304 - Fitness Memberships	2,500	129	204	2,296	92%
5342 - Contract labor services	48,800	1,738	1,738	47,063	96%
5350 - Wellness check/Annual Physical	167,000		25,600	141,400	85%
5353 - Health Screening-RTW	10,000			10,000	100%
5355 - Training seminars	9,000			9,000	100%
5525 - Non-Capital Equip <\$5K	1,500			1,500	100%
WELLNESS PROGRAM	247,580	2,307	28,422	219,159	89%

JANUARY FOOTNOTES:

FS1-18 - Account 5350 - Front Line Mobile Health, PLLC covered by the AFG award.



Mountain View Fire Rescue
Statement of Revenues and Expenditures
CAPITAL RESERVE FUND
 For the 3 Month(s) Ending March 31, 2024
 (in Whole Numbers)

	Total Original Budget	Current Period Actual	YTD Actual	Total Remaining Budget	
BEGINNING FUND BALANCE	18,937,545	18,144,767	18,928,072	(9,473)	0%
REVENUES					
4441 - INTEREST ON DEPOSITS	0	90,015	297,998	297,998	0%
4557 - Energy Impact Grant	0	0	123,622	123,622	0%
Total REVENUES	0	90,015	421,620	421,620	0%
EXPENDITURES					
90000-Capital Projects Contingency	137,221			137,221	100%
100-ADMINISTRATION	137,221			137,221	100%
91000-Station Capital Improvements	50,000			50,000	100%
99010-Tech-Software Implementation	68,000		44,451	23,549	35%
105-INFORMATION TECHNOLOGY SERVI	118,000		44,451	73,549	62%
90007-SCBA Replacement	1,007,086			1,007,086	100%
90008-EMS Pram Replacement	621,507			621,507	100%
90010-Extrication Equip Replacement	159,535			159,535	100%
90027-EMS Monitor Replacment	302,331			302,331	100%
90028-EMS Equip Replacement	55,000			55,000	100%
90030-FF Equip Replacement	47,000			47,000	100%
90034-Rescue Task Force - PPE	5,686			5,686	100%
99027-EMS Stair Chair	18,500			18,500	100%
99041-Extrication Equipment	180,000		192,132	(12,132)	-7%
200-EMERGENCY OPERATIONS	2,396,645		192,132	2,204,513	92%
90006-Communications Tower	17,932		17,932	0	0%
90009-Radio Replacement Plan	375,104	3,856	3,856	371,248	99%
400-RADIOS & DISPATCH	393,036	3,856	21,788	371,248	94%
90029-Capital Training Equip	140,000	63,625	63,625	76,375	55% FS3-8
500-TRAINING	140,000	63,625	63,625	76,375	55%
90014-Engine Replacement Program	11,400,135	12,727	348,769	11,051,366	97%
90016-Aerial Replacement	3,450,000			3,450,000	100%
90018-Wildland Utility Replacement	611,991		32,946	579,045	95%
90020-Fleet Replacement Program	1,736,509		151,939	1,584,570	91%
90021-Ambulance Replacement	1,400,000		7,383	1,392,617	99%
99021-Ambulance			0	0	0%
99035-Hazmat Apparatus/Equip	46,090		13,349	32,741	71%
600-FLEET OPERATION	18,644,725	12,727	554,387	18,090,338	97%
90011-Admin Bldg Improvements	5,048,000	0	36	5,047,964	100%
90013-Maintenance Facility	53,000			53,000	100%
90039-Maintenance/Fleet Bldg & Equip	23,153			23,153	100%
91000-Station Capital Improvements	168,000			168,000	100%
91008-Station 8 Capital Improvements	39,000			39,000	100%
91009-Station 9 Capital Improvements	37,500			37,500	100%
91010-Station 10 Capital Improvement	200,000			200,000	100%
91012-Station 12 Capital Improvement	6,500			6,500	100%
99022-Construction Repairs			601	(601)	0%
99040-New Station Build	8,317,875	4,501	49,368	8,268,507	99%
99043-Capital Appliances/Fixed Equip	8,000	5,870	5,870	2,130	27% FS3-9
99047-Marshall Mesa Cistern	250,000			250,000	100%
99050-Monarch Park Project	7,500,000	7,072,992	7,346,223	153,777	2% FS3-10
800-STATIONS AND GROUNDS	21,651,028	7,083,363	7,402,098	14,248,930	66%

90032-Wellness Program Equip	33,279	9,022	9,022	24,257	73%
950-WELLNESS PROGRAM	33,279	9,022	9,022	24,257	73%
Total EXPENDITURES	43,513,934	7,172,593	8,287,503	35,226,431	81%
EXCESS/(DEFICENCY) REVENUES AFTER EXPENDITURES	(43,513,934)	(7,082,578)	(7,865,883)	35,648,051	-82%
Changes in Fund Balances	17,000,000	0	0	(17,000,000)	-100%
ENDING FUND BALANCE	(7,576,389)	11,062,189	11,062,189	18,638,578	-246%

FS3-8 - Program 90029, Dept. 500 - Deposit towards Taylor's Training Props.

FS3-9 - Program 99043, Dept. 800 - Purchase of Bunker Gear Dryer.

FS3-10 - Program 99050, Dept. 800 - Moved budget from reserves for property closing, per Board approval.

FEBRUARY FOOTNOTES:

FS2-4 - Program 99010, Dept. 105 - JMT Implementation Costs for financial application

JANUARY FOOTNOTES:

FS1-19 - Program 99041, Dept. 200 - Purchase of 3 sets of Holmatro extrication tools

FS1-20 - Program 90006, Dept. 400 - Annual payment for Niwot Tower per agreement.

FS1-21 - Program 99050, Dept. 800 - Earnest money for Monarch Park contract.



Mountain View Fire Rescue
Statement of Financial Position
GENERAL FUND
As at March 31, 2024
(in Whole Numbers)

	Beginning Period Balance	Current Change	Current Year
Assets			
Cash in Bank	721,417	119,055	840,472
Cash with County Treasurer	12,096,687	(8,641,990)	3,454,697
Cash invested in COLOTRUST	47,366,598	9,753,889	57,120,487
Accounts Receivable	113,033	(22,635)	90,398
Accrued Property Taxes	42,256,866	(3,342,744)	38,914,121
Prepaid Expenses	1,573,057	(699,346)	873,712
Due From Other Funds	4,759,150	102,109	4,861,259
Total Assets	108,886,807	(2,731,662)	106,155,145
Liabilities			
Accounts Payable	201,938	285,662	487,600
Due To Other Funds	206,156	0	206,156
Deferred Revenues	42,257,109	(3,342,744)	38,914,364
Total Liabilities	42,665,203	(3,057,083)	39,608,120
Fund Balances			
Restricted	1,224,843	0	1,224,843
Assigned	(10,995,500)	0	(10,995,500)
Unassigned	45,845,928	0	45,845,928
Current Earnings	30,146,333	325,420	30,471,753
Total Fund Balances	66,221,605	325,420	66,547,025
Liabilities and Fund Balance	108,886,807	(2,731,662)	106,155,145



Mountain View Fire Rescue
Statement of Financial Position
CAPITAL RESERVE FUND
As at March 31, 2024
(in Whole Numbers)

	Beginning Period Balance	Current Change	Current Year
Assets			
Cash in Bank	21,804	19	21,822
Cash invested in COLOTRUST	22,634,615	(6,970,773)	15,663,842
Due From Other Funds	(373,705)	(102,109)	(475,814)
Total Assets	22,282,713	(7,072,863)	15,209,850
Liabilities			
Accounts Payable	2,057	9,715	11,772
Due To Other Funds	4,135,889	0	4,135,889
Total Liabilities	4,137,946	9,715	4,147,661
Fund Balances			
Assigned	2,897,708	0	2,897,708
Unassigned	20,214,453	0	20,214,453
Current Earnings	(4,967,394)	(7,082,578)	(12,049,972)
Total Fund Balances	18,144,767	(7,082,578)	11,062,189
Liabilities and Fund Balance	22,282,713	(7,072,863)	15,209,850



Mountain View Fire Rescue
Statement of Financial Position
DEBT SERVICE FUND
As at March 31, 2024
(in Whole Numbers)

	Beginning Period Balance	Current Change	Current Year
Assets			
Cash with County Treasurer	205,471	(144,146)	61,326
Cash invested in COLOTRUST	18,831	206,395	225,226
Accrued Property Taxes	454,436	(60,248)	394,188
Due From Other Funds	7,029		7,029
Total Assets	685,768	2,002	687,770
Liabilities			
Accounts Payable	0	0	0
Due To Other Funds	26,194	0	26,194
Deferred Revenues	454,436	(60,248)	394,188
Total Liabilities	480,631	(60,248)	420,383
Fund Balances			
Assigned	17,442	0	17,442
Unassigned	40,954	0	40,954
Current Earnings	146,741	62,249	208,991
Total Fund Balances	205,137	62,249	267,387
Liabilities and Fund Balance	685,768	2,002	687,770




PROJECT PROPOSAL

Prepared by:



**EMERGENCY SERVICES
CONSULTING INTERNATIONAL**

4795 Meadow Wood Lane Suite 110 Chantilly, Virginia 20151

 1-800-757-3724

 info@esci.us

 www.esci.us



MASTER PLAN & STRATEGIC WORK PLAN

MOUNTAIN VIEW FIRE PROTECTION DISTRICT

Longmont, Colorado




COVER LETTER

Emergency Services Consulting International (ESCI) is pleased to submit our proposal for the Master Plan with a Strategic Work Plan for the Mountain View Fire Protection District. ESCI is well-positioned to assist you with this critical project. ESCI has worked with many communities across the country; our project team has significant experience in the development and delivery of Cultural Studies, Expansion Studies, Community Risk Assessments, Standards of Cover, Strategic Plans, Agency Evaluations, Master Plans, Staffing and Organizational Studies, Fire Station Assessments, and similar planning studies and reports. This proposal is valid for 120 days from submission.

Established in 1976, ESCI specializes in high-quality, professional consulting services to public safety and emergency management organizations throughout the United States and Canada. Considered the nation's leader in public safety consulting, the ESCI team brings first-hand experience and subject matter experts in emergency planning, mitigation, response, and recovery, with active involvement in highly visible and responsible leadership positions. ESCI operates on the principles of honesty, integrity, and service. You can count on us to understand your issues, challenges, and responsibilities and to provide proven, community-driven solutions and best practices designed to meet your specific needs on time and within budget.

We thank you for the opportunity to present this proposal, and we look forward to working with you on this critical project. Should you have any questions, please do not hesitate to contact me at joe.powers@esci.us.

Sincerely,



Joe Powers, Managing Director
Emergency Services Consulting International
esci.us | 503.570.7778 | Joe.Powers@esci.us



Since 2008, ESCI has been the consulting firm of the International Association of Fire Chiefs.



ESCI OVERVIEW



Since 1976, ESCI's strength has been its commitment to customer satisfaction, innovation, and quality services. We are a vision-driven organization that is growing and changing to meet the dynamic challenges and opportunities for public safety services worldwide. ESCI approaches its mission in a manner that results in scalable, sustainable, and defensible solutions for all types and sizes of public safety organizations.

Our formula is simple. We utilize the best and brightest consultants, professionals, strategic partners, and subject matter experts. These amazing men and women provide validated and proven analysis of current and future conditions, compare findings against industry best practices and community standards and provide innovative, sustainable, and customized solutions for the future.

We take the time to develop meaningful relationships with our clients and partners, provide recognition of the essential and vital work of public safety agencies, and demonstrate unwavering respect for the men and women providing public safety services worldwide.

ESCI is thinking differently about public safety consulting to help change the world, one community at a time. I encourage you to read through this prospectus and learn all we offer. We'd love to work with you and your community.



We accomplish this by providing the highest value of consulting services and educational programs.



The mission of ESCI is to provide expertise and guidance that enhances community safety.



THE ESCI ADVANTAGE

ESCI's advantage begins with our technical expertise and capability, extends to our experienced and highly qualified staff, and concludes with a product that will enable your organization to meet the challenges of emergency services into the future.

ESCI's team has first-hand experience in the process of analyzing emergency service providers and recommending an array of opportunities that are economically, culturally, and operationally feasible. Each team member is a specialist in fire, rescue, law enforcement, EMS, or related fields. The team will work collaboratively to create the best possible strategies and options for your organization.

The ESCI Advantage includes:

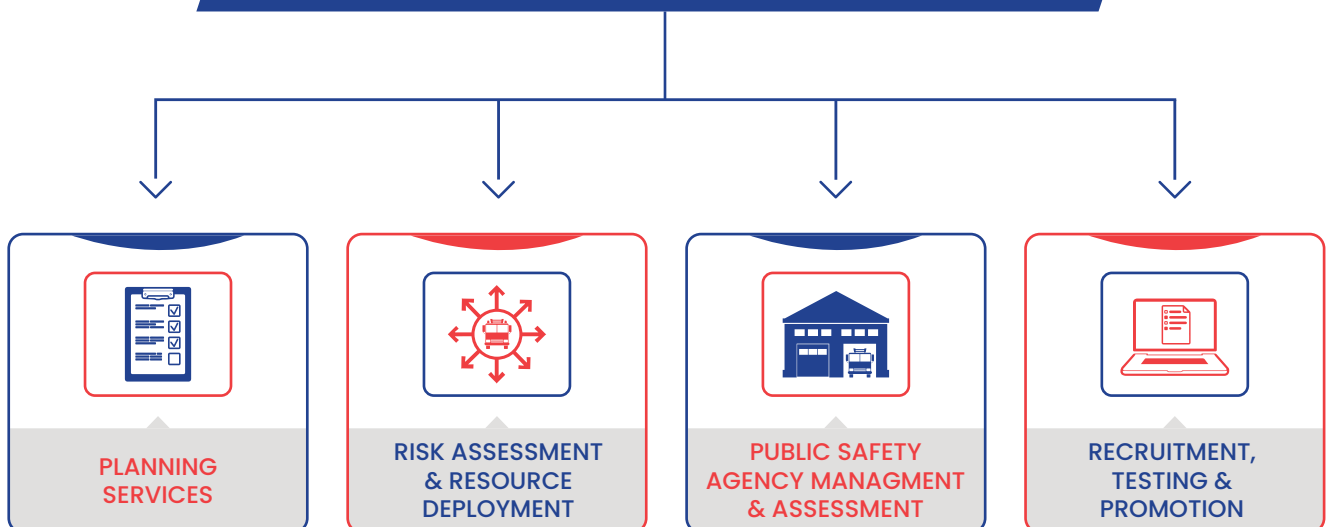
- A clear understanding and appreciation of the complexity of the local and regional environment.
- Over 40 years of public safety consulting experience; the successful completion of hundreds of consulting engagements.
- The ability to deliver a high-quality product on time, and with organizational support and endorsement.
- Knowledge of contemporary issues associated with the delivery of emergency services.
- Experience with a variety of jurisdictions including municipalities, counties, and state governments.
- A highly skilled and knowledgeable team of professionals with skill-sets necessary to meet your needs.



ESCI AT A GLANCE

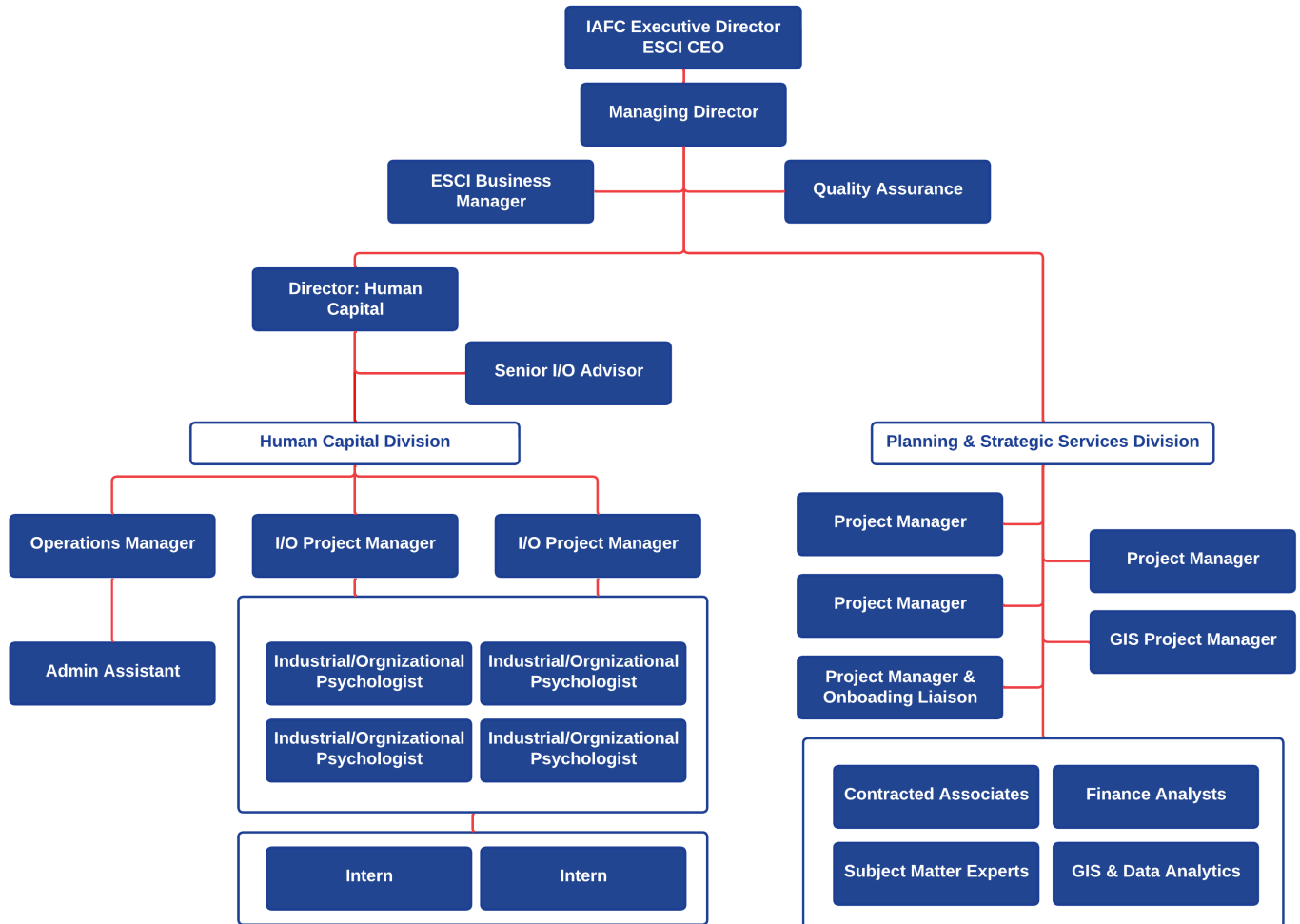
As the consulting firm of the International Association of Fire Chiefs, Emergency Services Consulting International has reliably met the needs of emergency services agencies for over nearly fifty years. With our international presence, ESCI has the ability to draw upon a international network of resources to assist with fire, EMS, law enforcement and homeland security agencies to plan and adapt to future needs.

COMMUNITY SAFETY



RELATIONSHIPS. RECOGNITION. RESPECT

ESCI ORGANIZATIONAL CHART



MASTER PLAN & STRATEGIC WORK PLAN

MOUNTAIN VIEW FIRE PROTECTION DISTRICT

PROJECT UNDERSTANDING

Emergency Services Consulting International (ESCI) understands that the Mountain View Fire Protection District (MVFPD) is seeking a qualified partner to assist with developing a Master Plan and Strategic Work Plan study consistent with the Center for Public Safety Excellence guidelines. With ESCI's experience working with agencies across the U.S. and Canada, we bring a broadly knowledgeable perspective to help guide the organization into the future. Data evaluation and analysis will be based on nationally recognized guidelines and criteria, including recognized National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, any federal and state mandates relative to the fire department, and generally accepted best practices within the fire department.

SCOPE OF WORK

Phase I: Project Initiation

Task 1–A: Project Initiation & Development of Work Plan

ESCI will develop a project work plan based on the scope of work and converse with the Mountain View Fire Protection District (MVFPD) project team to gain a comprehensive understanding of the organization's background, goals, and expectations for the project. This work plan will be developed, identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Timetable for each task to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This process will establish working relationships, make logistical arrangements, determine lines of communication, and finalize contractual arrangements. Other agenda items will include data collection, an interview plan, a tentative schedule, interim milestones, meetings, deliverables, and pertinent reports, and background material transfer.

Task 1–B: Acquisition & Review of Background Information

ESCI will request pertinent information and data from the MVFPD project manager. This data will be used extensively in the analysis and development of the master plan. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current agency studies, research, or reports and local service agreements
- Local census and demographic data
- Financial data (past five years' actual revenue and expense plus current adopted fiscal year in line–item detail), including debt information, financial audits (five previous years), long–range financial plans, and projections
- Administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets
- Facility and apparatus inventories
- Local collective bargaining agreement as appropriate
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data (at least the most recent five years)
- Computer–Aided Dispatch (CAD) incident records (at least the most recent five years)
- Local Geographic Information Systems (GIS) data, where available

Task 1–C: Site Visit & Stakeholder Input

The ESCI project team will conduct interviews with and gather information from key personnel, including:

- Elected or appointed officials
- Chief officers, managers, and other key staff
- External fire and EMS agencies within the region
- EMS medical director
- Employee groups as applicable
- Others as they may contribute to the project

Working with the MVFPD project manager, the ESCI project team will interview key stakeholders who can contribute to this study. At a minimum, project team members will interview appropriate community officials, fire department officials, labor organization

representatives, and others that the project team deems necessary. This may be done through in-person interviews or surveys. The site visit will include a two-hour community feedback session and a one-day in-person modified SWOT exercise.

Phase II: Evaluation of Current Conditions

Task 2A – General Summary of the Community & Constituents Served

ESCI will conduct the following activities:

- Service area general population and demographics
- History, formation, and general description of the fire agency
- Governance and lines of authority
- Organizational design
- Operating budget, funding, fees, taxation, and financial resources
- Description of the current service delivery infrastructure

Task 2B – Analysis & Summary of the Services Provided by the Department

ESCI will use full-time data analytics and GIS staff will conduct the following activities:

- Review and evaluation of calls for service demographics from a historical and live traffic perspective.
- Review and evaluate operational staffing levels and distribution of resources.
- Review the Mountain View Fire Protection District performance goals, objectives, and measures

Task 2C – Analysis & Summary of Current District Resources

ESCI will conduct the following activities:

- Evaluation of district fleet condition and maintenance practices
- Evaluation of district facilities and maintenance practices.
- Evaluation of district procurement practices

Task 2D – Community Expectations

As part of this task's activities, ESCI will facilitate an in-person, two-hour community stakeholder event to solicit feedback. Additionally, ESCI can create a community survey to solicit additional feedback. ESCI will conduct the following activities:

- Evaluation of current stakeholder satisfaction
- Evaluation of stakeholder expectation of future service delivery and scope

Task 2E – Comprehensive SWOT Analysis

ESCI will facilitate a one-day, in-person session to define organizational strengths, weaknesses, opportunities, and threats. The session will be complemented by a whole-organization member survey developed and analyzed by ESCI's staff with backgrounds in Industrial/Organizational Psychology. While in-person, ESCI will employ a modified SWOT exercise that is highly engaging, collaborative, and designed to avoid groupthink. ESCI will focus on the following elements:

- Particular attention given to threats to current and future revenue streams
- Particular attention is given to employee recruitment and retention.

Task 2F– Technology & Data Management

ESCI will conduct the following activities:

- Evaluation of district software programs
- IT hardware condition, procurement, and replacement
- Evaluation of radio communications and dispatching.

Task 2G– Management & Administrative Support Capacity

ESCI will conduct the following activities:

- Evaluation of management structure
- Evaluation of administrative workload and resources

Task 2H – Communications

ESCI will conduct the following activities:

- Evaluation of processes used for internal communication.
- Evaluation of processes used to communicate with external stakeholders.
- Crisis communications

III: Future System Demand Projections

The project moves forward with assessing the future community conditions, service demand, and fire protection risks that the MVFPD can be expected to serve. ESCI will analyze growth projections and interpret their impact on emergency service planning and delivery.

Task 3–A: Population Growth Projections

An interpretation of available census and community development data will be provided, indicating:

- Population history
- Census–based population growth projections and demographic changes anticipated
- Community planning–based population growth projections

Task 3–B: Service & Staffing Demand Projections

Population growth projections, along with historical and forecast incident rates, will be utilized to develop projections for future service demand.

Phase IV: Recommended Enhancements

The project concludes with strategies intended to place the MVFPD in a position to serve its future demand and risk successfully. Recommendations for enhancements to the service delivery system will be provided, identifying the best long–range strategies for service delivery and the impact of initiating such a strategy.

Task 4–A: Short–, Mid–, and Long–Term Strategies

Recommendations for improving service delivery and system efficiency through short– (within one year) and mid–term (1–3 years) as well as longer–term (3–5 or more years) strategies will be provided in areas such as:

- Agency management and organization
- Service delivery methods
- Any relocation of existing facilities
- General locations of future necessary fire stations
- Selection and deployment of apparatus by type
- Staffing and deployment of operations personnel
- Deployment of special units or resources
- Training programs

- Prevention programs
- Enhanced cooperative service agreements with other communities or agencies
- System funding and cost recovery
- Others as appropriate and necessary

Task 4–B: Cost Projections

ESCI will provide general projections of the cost of recommended long–term strategies, specifically related to:

- Facility changes or additions
- Staff changes or additions
- Primary apparatus changes or additions

Cost projections will be provided for both capital expenditures and ongoing operational costs. Operational costs will be provided as one–year projections of additional or reduced expenditures resulting from the full implementation of the strategy. Additional findings and recommendations will be made, where appropriate, regarding:

- Options for long–term funding strategies
- Options for cost avoidance
- Options for cost recovery

Phase V: Development, Review, & Delivery of Master Plan

Task 5–A: Development & Review of Draft Project Report

ESCI will develop and produce an electronic version of the draft written report for review by the MVFPD team and other client representatives as appropriate. Client feedback is a critical part of this project, and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. The report will include:

- Detailed narrative analysis of each report component structured in easy–to–read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix
- This section will include district growth projections, staffing needs, and revenue and cost projections.
- Supportive charts, graphs, and diagrams, where appropriate

- Supportive maps, utilizing GIS analysis as necessary
- Appendices, exhibits, and attachments, as necessary

Task 5–B: Delivery of Final Project Report

ESCI will complete any necessary revisions of the draft and produce the final version of the written report in PDF file format.

Task 5–C: Development & Delivery of the Strategic Work Plan

Based on the outcomes of the master plan and in–person facilitation activities, ESCI will provide a strategic work plan covering the next three to five years detailing the actions to be completed to ensure the successful implementation of the master plan.

Master Plan Project Completion Timelines

ESCI offers the following project timeline, which is subject to change based on the mutual agreement between the Mountain View Fire Protection District and ESCI. The timeline will not begin until ESCI has been provided with all the information and data necessary for the successful completion of the project. ESCI estimates a timeline of 180 days from the completion of fieldwork.

Project Phase	-1 Month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Onboarding: Data & Document Collection							
Phase I: Project Initiation and Site Visit							
Phase II: Evaluation of Current Conditions							
Phase III: Future System Demand Projections							
Phase IV: Recommended Enhancements							
Phase V: Development, Review, & Delivery of Project Report							



REFERENCE PROJECTS

El Cajon (CA) – Heartland Fire District – Fire Chief Bent –
Koch bkoch@heartlandfire.org

Oshkosh (WI) Fire Department – Fire Chief Mike Stanley –
mstanley@ci.oshkosh.wi.us

Hanover Co (VA) Fire-EMS – Asst. Chief David Johnston –
dcjohnston@hanovercounty.gov



JOE POWERS

MPA, CFO, EFO

ESCI Managing Director

📍 Richmond, Virginia

EDUCATION

Master's Degree | Public Administration
Arkansas State University

Bachelor's Degree | Health Sciences
James Madison University

Executive Fire Officer
National Fire Academy

PROFESSIONAL EXPERIENCE

- | Past Deputy Fire Chief
- | Community Risk Reduction Board Member
- | IAFC Fire & Life Safety Section Advisory Council
- | Vision 20/20 Project Advisory Council
- | American Assoc. of Insurance City Fire Official
- | Fire Marshal Public Information Officer
- | Fire Accreditation Peer Assessor
- | Fire Credentialing Peer Reviewer

INTRODUCTION

Joe Powers is a 29-year fire service veteran with a master's in public administration and a bachelor's in health sciences. Both locally and internationally, Joe works with fire departments to improve operational response, reduce organizational workload, and tie data to strategic decision-making. He worked for 20 years in Henrico County (VA) as a shift commander, strategic planner, accreditation manager, and innovator. Mr. Powers became the first Deputy Chief of Community Risk Reduction at the Charlottesville (VA) Fire Department, a position he built from the ground up. In Charlottesville, Joe believed the industry's value was in response and building more resilient communities through risk assessment, partnerships, and matching resources to needs. By tying social service, community health, and mental health resources together, Powers and his teams matched resources to the community to decrease the workload in emergency response.

Today, Joe is the Managing Director for the International Association of Fire Chief's Emergency Services Consulting International consulting firm. Since early 2022, Joe and the ESCI team have been thinking differently to change the world one community at a time.

Additionally, Mr. Powers worked closely with the Center for Public Safety Excellence, the International Association of Fire Chiefs as a board member for the Fire & Life Safety Section, the Vision 20/20 Project as a steering committee member, and frequently speaks at conferences on topics like community risk reduction, strategic planning, and fire service data. Joe lives outside of Richmond, Virginia, with his wife and two boys.



Emergency Services Consulting International
Helping Change the World, One Community at a Time



Project Update Report

Project Name:	Mountain View Fire Rescue
Wember Inc. Project Number:	2023.38
Issue Date:	April 5, 2024
Submitted by:	Dan Tran / Michele Gutierrez / Selena Twilley

The purpose of this update is to provide a monthly report on the status of Mountain View Fire Projects being coordinated through the on-call contract with Wember. This report is to serve as a summary of pertinent information related to the projects at this point:

Summary

This past month, design meetings kicked-off for Meadow Sweet Station #15 in Erie. Mountain View Fire closed on the 37,000 sf office building at Monarch Park Place and initiated design and CM@R contracts for the renovations of what will be the new administration office, with quartermaster space and EMS storage. A pre-application package was submitted to the Town of Mead for the masterplan site where the new Mead Fire Station #14 is anticipated. Programming for Station #5 bathroom remodel was provided to Wember and design was initiated.

MVFE - Meadow Sweet Station #15 – Erie, CO

The design team has presented (4) exterior elevation concepts and floor plans to the station design committee (SDC). SDC will provide comments and narrow down options for the design team. After the feedback, the team will conclude the concept design phase. A planning application has been submitted to the Town of Erie, and we are waiting to hear back on a pre-submittal date.

Awarded Design Contract – \$1,039,209
Awarded GC (Pre-Construction) Fee - \$22,500

Contracts and Vendors

- Architect: Oz Architecture
- GC: Fransen Pittman
- Geotech: Kumar

Milestones

- Oz agreement has been executed.
- GC has been awarded to Fransen Pittman – contract is in progress

Challenges

- The team has identified potential long lead items such as the electrical gear and a back-up generator, which the team is strategically tracking for possible early-procurement

Contingency Use

- None

MVFA - Monarch Park Place – Admin Bldg

Multiple inspections were completed during the due diligence phase of the purchase contract. MVF closed on the purchase of the property on March 18, 2024. The design contract was awarded to Infusion Architects and a CM@R was awarded to Elder Construction on March 19, 2024. A kick-off meeting was held on March 26, 2024. Contracts were submitted for signatures.

Awarded Design - \$180,000
Awarded GC (Pre-Construction) Fee - \$15,000

Contracts and Vendors

- Architect: Infusion Architecture
- GC: Elder Construction

Milestones

- Both Design and CM@R were awarded – contracts are in progress.
- Programming has begun.
- SDs are anticipated by May 3.
- The budget and schedule are being updated by the team and will be available at the next Board meeting.

Challenges

- The team thinks the schedule may need more time for permitting and construction.
- Long-lead items such as RTUs and electrical cabinets have been identified and are being considered for early-release packaging.
- The team has been made aware that the electrical for the building does not meet code. A disconnect switch and CT cabinet will be required to obtain building occupancy.
- The skylight will need to be replaced.
- Public restrooms will need ADA entrance upgrades.
- Existing RTUs may become more costly to maintain over time due to new code requirements on refrigerants.
- EV charging stations, solar panels, and a backup generator may affect the size of the transformer, gear, and disconnect equipment. These will be considered during design and may become alternates.

Contingency Use

- None

MVFMM – Mead Masterplan

The latest masterplan design was submitted to the Town of Mead, proposing the new fire station on the northern lot, adjacent to County Rd 7, to minimize the amount of infrastructure required for the site development. This is the first step in moving towards a pre-development agreement with the town for the land. Two meetings have been held with the design teams for both the fire and library districts, including the town's Director of Community Development. A draft of the Pre-Development Agreement (predecessor to the IGA) is expected in late April and a meeting has been scheduled to review the Pre-Development Agreement, along with the town and attorneys present, on May 1.

Contracts and Vendors

- Civil: Strategic Site Design
- Architect: Oz Architects
- Geotech: Kumar

Milestones

- May 1 – meeting with all partners to discuss the Pre-Development agreement.
 - Decision gate for MVF and HPLD on whether to continue with this partnership with the Town of Mead

Challenges

- Getting to an agreement that is acceptable to all 3 parties. MVF's realtor continues to look for potential alternate properties in the event that an IGA is not executed.

Contingency Use

- None

MVFM – Mead Fire Station #14

These meetings have been put on hold until decisions are made on the Mead Masterplan.

Contracts and Vendors

- Architect: Oz Architects
- GC: Not yet selected

Milestones

- NA

Challenges

- NA

Contingency Use

- NA

MVF-Sta 4 Remodel

This remodel is to accommodate staffing the engine and medic units, rather than the jump rig staffing. Scope development was discussed with Infusion and Fransen-Pittman. A site tour will be scheduled with the design team to review the scope. A preliminary schedule will be drafted in April.

Contracts and Vendors

- Architect: Infusion Architects
- GC: Fransen-Pittman

Milestones

- NA

Challenges

- NA

Contingency Use

- NA

MVF-Sta 5 Remodel

We are building a BC living space for the south battalion. A design drawing was completed and submitted to the Town of Superior building department. Initial pricing and a schedule were provided for review and comment and is being revised.

The work is anticipated to begin in mid-April and be completed in mid-late May, pending approval of the building department.

Contracts and Vendors

- Architect: Infusion Architects
- GC: Fransen-Pittman

Milestones

- Building permit approval
- April 15th, begin demolition

Challenges

- NA

Contingency Use

- NA

MVF- Marshall-Mesa Cistern

This is to replace the damaged cistern at the Marshall Mesa Trailhead with a new 20,000 gallon one as part of the trailhead redesign. A program has been provided. Work had not started at the time of this report.

MVF-Sta 10 Septic System

We are purchasing a neighboring piece of property so that a leach field can be installed for the station. A program has been provided. Work had not started at the time of this report.



AIA[®]

Document A133[®] – 2019

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 8th day of April in the year 2024
(In words, indicate day, month, and year.)

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

David Beebe Fire Chief
Mountain View Fire Rescue
3561 N Stagecoach Road
Longmont, CO 80504

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

Elder Construction Patrick Elder
7380 Greendale Road
Windsor, CO 80550
T: (970) 775-7010 E: patrick@elderconstructioninc.com

for the following Project:
(Name, location, and detailed description)

Administration Building Renovation
6328 Monarch Park Place, Longmont, CO.
This project is for the renovation of the interior of the two-story 37,200 sf building at Monarch Park Place. The building will be used for meeting and training space, storage for fire and EMS equipment, as well as administrative offices.

The Architect:
(Name, legal status, address, and other information)

Infusion Architects, LLC
4487 Highland Meadows Pkwy #B, 2nd Floor
Windsor, CO 80550
Telephone: (970) 775-2925

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, 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.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit E Owner Program

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

See Project description above

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Concept Design Feb 2024 – April 2024

Design April 2024 - July 2024

.2 Construction commencement date:

August 2024

.3 Substantial Completion date or dates:

December 2024

.4 Other milestone dates:

Permitting June – July 2024

Warranty December 2024 – December 2025

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

The Team should assume phased move-in to assist in expediting the project as allowed by Authorities Having Jurisdiction

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

No defined measurable criteria including LEED, Green Globes or other rating systems are anticipated. The design team will work with the owner to incorporate best practices beyond the current code requirements.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

David Beebe, Fire Chief
Mountain View Fire Rescue
3561 N Stagecoach Road
Longmont, CO 80504

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§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address and other contact information.)

Wember Inc.
7350 East Progress Place, Suite 100
Greenwood Village, Colorado 80111
Paul Wember
T: (303) 378-4130
E: mgutierrez@wemberinc.com

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect’s representative:
(List name, address, and other contact information.)

Randell Johnson, Principal
4487 Highland Meadows Parkway, Unit #B, 2nd Floor
Windsor, CO 80550
randell.johnson@infusionarchitects.com
970.775.2925

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Patrick Elder, President
7380 Greendale Road
Windsor, CO 80550
T: (970) 775-7010 E: patrick@elderconstructioninc.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

__Robert Rigg__ to be superintendent, __Bobby Perkins__ to be project manager, __Matt Melssen__ to be pre-construction manager

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

per the agreement

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 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 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 written acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified using the A133 Exhibit A format which will include Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. 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. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager shall possess relevant experience and capabilities to deliver the Work with regard to this project type. 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. The Construction Manager shall perform its operations in an open book collaborative process during the Project, including Work performed through the General Conditions costs. An open book approach requires the Construction Manager to make available to the Owner, in detail, all correspondence, documentation and transactions related to the Project, in a timely manner. 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.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified and agreed to by Owner and Construction Manager, shall apply as follows: Section 1.5,

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Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.4 Definitions

§ 2.4.1 **The Contract.** The Documents that form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Documents that form the Contract shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Construction Manager

§ 2.4.2 **The Work.** The term "Work" means the construction and related services required to fulfill the Construction Managers obligations under the Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Construction Manager. The Work may constitute the whole or a part of the Project.

§ 2.4.3 **The Project.** The Project is the total design and construction of which the Work performed under the Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 2.4.4 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Construction Manager, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 2.4.5 **Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Construction Manager proposes to conform to the Documents for those portions of the Work for which the Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples.

§ 2.4.6 **Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.4.7 **Construction Manager.** The Construction Manager is the person or entity identified as such in the Agreement and is referred to throughout the Documents as if singular in number. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative

§ 2.4.8 **Consultant.** A Consultant is a person or entity providing professional services for the Project for all or a portion of the Work, and is referred to throughout the Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 2.4.9 **Architect.** The Architect is a person or entity providing design services for the Owner for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Documents as if singular in number.

§ 2.4.10 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 2.4.11 **Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Amendment for Substantial Completion of the Work.

§ 2.4.12 Day. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. 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; provided, however, that the written agreement shall set forth a description of the Work to be performed by the Construction Manager, the time in which the Work is to be performed, method of compensation, any insurance and bond requirements for the Work, and a date on which the Construction Manager may terminate this Agreement pursuant to §13.1.1. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except those included as part of the Guaranteed Maximum Price. The Construction Manager is not required 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 may require.

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

§ 3.1.3 Consultation

§ 3.1.3.1 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.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; 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. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 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 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 in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

§ 3.1.6.2 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, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, pedestrian and vehicular traffic control, temporary parking, materials storage, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. The Construction Manager shall furnish to the Owner and Architect for review and approval, a list of proposed Subcontractors and material suppliers who are to furnish materials or equipment from whom bids will be requested for each portion of the Work. The Owner and Architect will promptly reply in writing to the Construction Manager if the Owner or Architect knows of any objection to such Subcontractor or material supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed Subcontractor or supplier.

(Paragraph deleted)

§ 3.1.11.3 Direct Work shall be defined as actual Work described in Article 6 of this Agreement that has not already been secured through the General Conditions Costs.

§ 3.1.11.4 Self-Performed Work means Direct Work performed by the Construction Managers own forces. In the event the Construction Manager prefers to perform Work for any principal portions of the Work, other than General Conditions or emergency safety activities, with its own forces, the Construction Manager must secure this Work through a competitive process approved by the Owner. Construction Manager may not perform Direct Work with its own forces unless the Owner approves in writing. The Owner shall be entitled to require the Construction Manager to obtain competitive bids from at least two (2) additional qualified and approved Subcontractors or general trades contractors. The Construction Manager shall work with the Architect to develop the appropriate bid packages to procure the work. The Construction Manager shall submit its own bid to the Owner at least one (1) day prior to the time of the Subcontractors' sealed bid deadline. The Construction Manager and Subcontractors' bids shall be opened simultaneously in the presence of the Owner and Construction Manager, who shall jointly analyze the bids for price, thoroughness, schedule, proposed staff and relevant experience. The Owner shall be entitled to determine, in its best interest and with sole and absolute discretion, whether the Construction Managers request to self-perform Work will be authorized. Owner may require the Work to be performed by a Subcontractor regardless of whether it appears that the Construction Manager can self-perform the Work in accordance with the requirements of the Contract Documents applicable thereto. There may be limited scopes of Work that the Owner may approve to be self-performed by the Construction Manager that are not secured through a competitive process.

§ 3.11.1.5 Construction Manager shall administer and account for all costs, management and financial tracking of any self-performed work as though it were being performed under a separate contract. If self-performed Work is awarded to the Construction Manager through a competitive a competitive bidding process, the pricing for such Work shall be in accordance with the Construction Manager's bid (subject to the Final Guaranteed Maximum Price). If self-performed Work is awarded to the Construction Manager without competitive bidding for limited scopes of work, such Work shall be billed at the Construction Manager's actual direct cost exclusive of any mark-ups for profit, overhead, General Conditions cost or other fees, other than the Construction Manager's overall fee stated in article 5.1.1. of this agreement.

§ 3.1.11.6 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering, delivery, and storage of materials that must be ordered 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.

§ 3.1.13 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.

§ 3.1.13.2 The Construction Manager shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 3.1.13.3 Unless otherwise provided in the Documents, the Construction Manager shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. If Construction Manager's Guaranteed Maximum Price includes fees that Owner has paid or is required to pay, Construction Manager shall deduct these fees from the Contract Sum as a deductive Change Order. Construction Manager shall undertake and perform all actions required by and all actions necessary to maintain in full force and effects all permits and licenses required for the Work.

§ 3.1.13.4 "Key Notices" under this Contract are notices regarding any Contract default, contractual dispute, or termination of the Contract.

(a) Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with transmittal of a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above within twenty-four (24) hours of the electronic transmission. All communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses.

OWNER:
Mountain View Fire Rescue
ATTN: David Beebe, Fire Chief
3561 N. Stagecoach Road
Longmont, CO 80504
(303) 772-0719
dbeebe@mvfpd.org

CONTRACTOR:
Elder Construction
ATTN: Patrick Elder
7380 Greendale Road
Windsor, CO 80550
T: (970) 775-7010 E:
patrick@elderconstructioninc.com

All Key Notices to the Owner shall include a reference to the Contract including the Contractor's name and the date of the Contract.

Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal and Contract Time

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following in A133 Exhibit A:

- .1 Attachment A – Budget Summary, a detailed estimate stating the Fee (converted to lump sum), General Conditions costs, (as a not-to-exceed amount);
- .2 Attachment B – Detailed General Conditions costs, (as a not-to-exceed amount);
- .3 Attachment C – Approved Labor Burden rates;
- .4 Attachment D – Staff Assignment Matrix;
- .5 Attachment E – List of allowances;
- .6 Attachment F – List of unit prices;
- .7 Attachment G – List of clarifications and exclusions;
- .8 Attachment H – Critical path construction schedule;
- .9 Attachment I – Insurance Certificates;
- .10 Attachment J – List of Contract Documents upon which Guaranteed Maximum Price is based;
- .11 Attachment K – List of Construction Manager provided equipment along with billable rates;

§ 3.2.4 In preparing the Construction Manager’s Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency and disclose in the GMP proposal a contingency of no more than 3%. The contingency is not to be used without written advance approval from the Owner. The Construction Manager shall not include or add any Fee to the Construction Managers Contingency in the Guaranteed Maximum Price. The Construction Managers Contingency is not available for use by the Construction Manager for mistakes that result from Self- performed Work, mistakes by the subcontractors or material suppliers, or any warranty work or for any purpose deemed outside the scope of Work. At Final Completion of the Project, any unused portion of the Construction Manager’s Contingency remaining in the Guaranteed Maximum Price shall be returned to the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or 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. If the Guaranteed Maximum Price exceeds the Owner’s Budget the Construction Manager will work with the Architect and Owner to bring the project within budget in a timely manner.

§ 3.2.6 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 using the AIA A133 Exhibit A format which will include the information upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 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.

§ 3.2.10 The Final Guaranteed Maximum Price shall be established by incorporating the Construction Manager’s General Condition cost approved during the Construction Manager Selection Process. Construction Manager shall competitively bid all Direct work to a minimum of (3) Subcontractors for each subcontracted scope of Work unless the Owner agrees otherwise in advance writing. Once bids are received, the Construction Manager shall share the results of the bidding process with the Owner and Architect and make recommendations on the selection of the Subcontractor or material

supplier based on cost, schedule, and other factors that will maximize the success of the Project. The Construction Manager shall notify the Owner in a timely fashion when it intends to conduct scope and price confirmation meetings with bidders. The Owner may at its sole discretion elect to participate in the scope confirmation meetings with the Construction Manager.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work as determined by the Construction Manager or as directed by the Owner. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 As part of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.1.0 of A201–2017.

§ 3.3.2.3 Monthly Report

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.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available 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.

§ 3.3.2.5 Cost Control

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 reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 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.

§ 4.1.2 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. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 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 Article 7, (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. The Owner, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 4.1.4 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 proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other 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.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include 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.

§ 4.1.5 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.

(Paragraph deleted)

§ 4.2 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 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 A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement..

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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See Exhibit D

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

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

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's acceptable invoice. Undisputed amounts shall be remitted from Owner to Construction manager within 30 days of Owner's receipt of acceptable invoice.

(Paragraph deleted)

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 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.)

three and a half percent (3.5%) of the total Cost of the Work, which will be included in the Guaranteed Maximum Price. Guaranteed Maximum Price will be converted to a lump sum at the time of approval of the Guaranteed Maximum Price Amendment.

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

Additive Change Orders will be subject to an increase at the rate of nine percent (9)% of the cost of work. To the greatest extent practical during the course of the project, the Construction Manager shall net individual additive deductive proposed changed items together into Change Orders to minimize increases to the Construction Managers lump sum fee.

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

The maximum allowable mark-up by the Subcontractor on its sub-contractors shall be Ten percent (10%)

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Time is of the essence in completing the Work. In the event of delay in the completion of the Work as specified beyond the Completion Date, the Construction Manager shall be liable for liquidated damages because of such delay. For each and every day of delay past the Completion Date (including and, as adjusted by, time extensions) of this Contract, the

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Construction Manager will be liable to the Owner, as liquidated damages (and not as a penalty), in the amount of \$2,000 for each and every calendar day the Construction Manager is at fault for the delay. The Owner reserves the right to deduct said liquidated damages from any amount due the Construction Manager under this Contract or, at its option, to collect such liquidated damages directly from the Construction Manager or its surety.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

All savings remaining between the actual final contract sum and the guaranteed maximum price shall revert 100% to the Owner.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 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 Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work, provided a Change Order has substantive impact on the critical path of the approved project schedule.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 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 Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

(Paragraph deleted)

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries 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.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval in accordance with the approved wages, salaries or hourly billable rates reflected in Exhibit D which include all fringe benefits and labor burden. Under no circumstances shall salaried employees be compensated for overtime without the Owner’s prior written approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, in accordance with the approved wages, salaries or hourly billable rates reflected in Exhibit D which include all fringe benefits and labor burden. Under no circumstances shall salaried employees be compensated for overtime without the Owner’s prior written approval.:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, 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.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining 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 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, 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.

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

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, 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.

§ 7.5.2 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 the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner’s prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

§ 7.5.4 Costs of the Construction Manager’s site office, including general office equipment and supplies.

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

§ 7.6 Miscellaneous Costs

(Paragraphs deleted)

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

§ 7.6.3 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.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, 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, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

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

§ 7.6.9 Intentionally omitted.

§ 7.6.10 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, with the Owner's prior written approval. Owner will not pay for relocation and temporary living unless these expenses were clearly included within the proposed General Condition costs at the time of the selection of the Construction Manager and have been approved in writing by the Owner.

§ 7.6.11 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. Travel expenses must be approved in writing by the Owner prior to the expense being incurred. Payment for travel shall be reimbursed at cost without mark-up. Travel expenses for the Construction Manager's Executives and Officers will not be reimbursed under any circumstances, unless they are assigned full time on site to the Project.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 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 Article 10 of AIA Document A201–2017.

§ 7.7.3 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 the negligence of, or

failure to fulfill a specific responsibility by, 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.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 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 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 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 in writing, 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 Article 9. If the Owner fails to authorize the transaction in writing, 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 Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 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 7.2, or as may be provided in Article 14;
- .2 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, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, 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;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 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 the amount to be paid, less such discount, 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.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 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 other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (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 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 of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 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 Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, 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 Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep and provide the Owner with Access to the 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 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, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, 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.

§ 10.1. Audits

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 satisfactory to the Owner. During the Work and for a period of three years following completion of all Work contemplated hereunder, the Owner and the Owner's Auditors shall, during regular business hours, be afforded access to, and shall be permitted to audit and copy the Construction Managers records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractors' proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. If any such audit reveals overpayment from Owner to Construction Manager for the Work or any portion thereof, Construction Manager shall remit payment to Owner immediately for the total amount overpaid. Failure to remit payment as required shall be considered a material breach of this agreement.

§ 10.2. Equipment

Equipment purchased and charged to the Project as a Cost of the Work shall become the property of the Owner. Any lease/purchase rental arrangements must be disclosed to the Owner in a timely manner. If the Construction Manager purchases equipment under a lease/purchase arrangement whereby rental payments are charged to the Owner as a cost of the Work, an appropriate credit shall be given to the Owner for the fair market value of the equipment at the time it was last used on the Project. For Construction Manager owned equipment, the Construction Manager shall maintain daily equipment usage reports. The equipment use reports shall be used by the Construction Manager to

determine the most economical billing rate (hourly, weekly, monthly) to the Owner.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 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.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The Construction Manager may apply for payment to the Owner no more frequently than every thirty (30) days for Work completed.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 45 () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments 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, plus certified payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 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: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 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 and for which the Construction Manager has made payment or intends to make 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.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1** 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 most recent schedule of values;

- .2 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 completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 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 included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

In addition to any amounts withheld from payment pursuant to any other provision in this Agreement, Owner shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

- .1 Owner shall retain five percent (5%) of each progress payment to a maximum of five percent (5%) of the Contract Sum.
- .2 In no event shall the amount retained be reduced to less than five percent (5%) of the Contract Sum until after final acceptance of the Project by the Owner.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

(Paragraphs deleted) Permit fees and insurance and bond costs

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site. Materials or equipment approved for advance payments shall be securely stored in locations that are bonded and insured. Construction Manager shall provide evidence of adequate property insurance satisfactory to the Owner when requesting advanced payment. Materials or equipment not delivered at the site and approved for advanced payment will pass to Owner once payment has been made. Construction Manager will provide an acceptable Bill of Sale and will cause such materials or equipment to be

marked as Owner's Property. If visual inspection is required by the Owner, then it will be provided within the Cost of the Work.

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

§ 11.1.12 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 such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) 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.

§ 11.2 Final Payment

§ 11.2.1 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 Article 12 of AIA Document A201–2017, 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; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.
- .4 a final Certificate for Occupancy has been issued by the municipality having authority.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will 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 Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is 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 Article 15 of AIA Document A201–2017. 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.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 60 (sixty) days after the issuance of the Architect's final Certificate for Payment, and confirmation that all items listed on the "Punch List" attached to the letter of substantial completion are confirmed complete by the Owner or Architect.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall

reimburse the Construction Manager for 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.

(Paragraphs deleted)

ARTICLE 12 CLAIMS AND DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim subject to, but not resolved by, mediation between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, the Owner shall determine the actual value received from the Construction Managers Preconstruction services. The Construction Manager shall be compensated for these services based on the actual value that the Owner receives up to the maximum agreed to amount for those services.

(Paragraphs deleted)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, 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.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 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 days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work 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 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 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 13.1.4:

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User Notes:

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- .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 6.1 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.

§ 13.1.6 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 that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. 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 13, 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.

§ 13.1.6.1 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.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .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 6.1 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;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 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 that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. 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 13, 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.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for Work properly executed including overhead and profit.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

After execution of the Preconstruction Agreement, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, 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, Exhibit B

(Table deleted)

(Paragraphs deleted)

§ 14.3.1.7 **Additional Insured Obligations.** The Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and the Owner's representative, Wember, Inc. as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance satisfactory to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, 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, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide performance and payment bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.3.3 Construction Manager's insurance is primary and non-contributory with any other insurance available to the Owner. The Owner reserves the right to request completed copies of the Construction Managers Insurance policies and endorsements to confirm the coverage disclosed in any insurance certificates presented by the Construction Manager.

§ 14.3.4 The Construction Manager shall maintain, and shall provide subcontractor default insurance acceptable to Owner or be required to provide performance bonds and material payment bonds for each subcontractor as agreed to at the time of the guaranteed maximum price. Performance and Payment Bonds shall (a) be executed by corporate surety licensed to do business in the State, (b) be in customary form, (c) be in the amount payable to Construction Manager hereunder or to such subcontractor pursuant to its contract with the Construction Manager and (d) be payable to the owner and (e) listed on the Federal Register as an acceptable corporate sureties.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 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.

§ 15.2 The following documents comprise the Agreement:

- .1** AIA Document A133™–2019, 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 A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3** AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4** AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .6** Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .7** Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals,

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are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

David Beebe Fire Chief
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Patrick Elder President
(Printed name and title)

Initial Program for Monarch Park Place General Design Goals

Building Use and Purpose

Mountain View Fire Protection District is purchasing a flex space building at 6328 Monarch Park Place in unincorporated Boulder County. A prime reason for the purchase is to consolidate several administrative and training functions in one location. We had previously spread them over several sites. We would also like to move the central receiving, central supply, and quartermaster functions from the district's maintenance facility to this location.

The new building has approximately 37,000 square feet of space on two floors. The building axis is primarily NNE/SSW. We will approximate this as a north/south long axis. Both the first and second floors have windows around almost all sides. The main entrance is centered on the west side of the building, with a central core and elevator space at the front entrance. There is a loading dock on the north end, with access through an overhead door to the first floor. A similar loading dock is on the south end of the building, but there is only a passage door leading into a kitchen/breakroom space.

There is a smaller break room/kitchen space on the second floor in the south, next to the core area. The first floor has men's and women's locker rooms adjacent to the north and south walls of the central core. The second floor has men's and women's restrooms adjacent to the north and south walls of the core.

The existing floor plans are attached at the end of this document.

Initial Design Wants/Needs

After initial meetings with the executive staff of the district, we arranged tours for the executive staff and department heads. We conducted a second tour with the staff that might move to this building. I asked each participant to fill out a survey of the current and future needs of the division they were part of, as well as their design goals for the building. We collated those comments into a spreadsheet attached at the end of this document.

First Design Ideas

After the executive staff tours, our fire chief expressed three broad ideas.

1. The public spaces, including training rooms and meeting rooms that outside entities might use or include members of the public, might best be on the first floor, south of the core space.
2. The location of the central receiving/central storage/quartermaster area (henceforth called quartermaster) should be adjacent to the north loading dock space. We envisaged using most of the first floor space north of the central core for this function.
3. Offices, with a couple of exceptions, would be on the second floor. The shipping and receiving offices would be in the quartermaster area.

Space/Use Goals

Office Spaces

- Each person permanently assigned to the building has a dedicated office. Where possible, these would be single-occupant.
- Some offices may require sound isolation for confidential conversations. Number and location TBD.
- There may be a few cubicles/shared office spaces for people
- Support spaces for supplies, copiers, printers, etc.
- One meeting/conference room that is large enough for 12 around a conference table. Sound isolated enough to hold confidential conversations. AV support to hold Zoom meetings.
- Two smaller meeting/conference rooms for 6–10. AV support to hold Zoom meetings.

Public Spaces

- Reception desk at the front door. It is uncertain whether we will staff the reception desk at the front door. Controls set up to keep public contained if not staffed.
- Access control to keep the public to the first floor/south side, if that is the final location of the classrooms.
- Classroom/Meeting/Multipurpose Room large enough to set for a 50 person class with tables and chairs.
- Perhaps the classroom/meeting room/multipurpose room has a divider, so we can subdivide it into two smaller spaces. AV set up to accommodate that subdivision.
- Smaller meeting room for 15–18, set as a classroom with appropriate AV technology to support the space.
- Storage near the meeting rooms for tables, chairs, boardroom furniture, public education props, and EMS instruction props and supplies.
- Access from the meeting rooms to a kitchen/lunchroom space for snacks/catered lunch and seating during daylong classes.
- Access to public restrooms from the classrooms/meeting rooms.

Breakroom/Lunchroom Spaces

- Larger break/lunchroom/kitchen space on the first floor.
- Smaller break/meal space on the second floor.
- Use existing water and drain spaces if workable.
- Coffee/snack spaces in or near the meeting/classrooms.

Exterior

- 3 EV charging stations next to the building. Use key codes and/or card swipe for access.
- Expand driveway to accommodate better flow/sight lines to the building.
- Improve drainage on the north side to eliminate stagnant water/cattails NE of loading dock.

- Confirm drainage on the south side leading from under loading dock/outside eating location.
- Design parking lot to accommodate staff and public vehicles, drive aisles, and parking for three fire engines.

Quartermaster Space

- Storage space with shelving for fire equipment, uniforms, fire apparel, fire station [supplies](#).
- Secured storage space for bunker gear.
- Secured storage space for uniform apparel.
- Clean storage room for medical supplies.
- Secured, clean storage room for narcotics, and other medications.
- Flooring suitable for pallet jacks and other rolling carts.
- One to three offices near the quartermaster space for receiving, EMS supply management, etc.
- Water supply and drain for bunker gear extractor near the secure storage for bunker gear.
- Electrical for bunker gear dryer.
- Bunker gear storage area and hose storage area on a separate ventilation system to keep vapors out of the balance of the building.

Att. 3.3 - MFVA CM@R SCOPE and FEE PROPOSAL FORM

Submitting Firm: Elder Construction

GENERAL CONTRACTOR: Instructions for completing the this Part A: All YELLOW cells are to be filled in with one of the following responses, no items should be left blank: 1) Actual dollar amount; 2) Months; 3) Percent; 4) Self-Performed Work; 5) Included in Cell ___; 6) N/A. COST OF WORK or BY OTHERS is not to be entered. If necessary enter an amount and note item as an allowance.

ARCHITECT: Instructions for completing the this Part A: All GREEN cells are to be filled in. Note scope of services anticipated in the matrix that may impact your fee

Description		
1	Proposed Construction Value	\$ Not including Design, General Conditions, Contingency, Insurance or OH&P
2	Preconstruction Services Fixed Fee (Scope per RFP Part B, all Sub-Parts with "x" in Preconstruction Column below)	\$ Services Fixed Fee
3	Design Services (Scope per RFP Part B, Sub-Part A "Design Services")	\$ Fixed Fee, Design Fee Only
4	Additional/Optional Services	\$
		\$
		\$
		\$
5	Overhead and Profit	\$ Enter % of construction value
6	General Conditions (Sum calculated per RFP Part B below)	\$ of construction value
7	Total of Preconstruction, Additional/Optional Services, OH&P and General Conditions (2+4+5+6 above)	\$ Allowances will be "normalized" in order to provide accurate comparison of bidder totals. Favor will not be provided based upon assumed allowance values.
8	Construction Completion Time/Anticipated Schedule (in months—decimals are ok)	
9	General Conditions per Month	\$
10	Construction Change Order "Holiday" * (\$ amount of aggregate changes allowable without any GC markup whether self-performed or subcontractor performed.)	\$
11	Construction Change Order Mark-Up (inclusive of all mark-ups OH&P, labor burden and GC's)	
12	Contingency Rate	\$ Owner will carry contingency
13	Umbrella and General Liability Insurance Rate	
14	Builder's Risk Insurance Rate	
15	Performance and Payment Bond Rate	
14	Self-Performed Work (General Contractor to list all scopes of work (in whole or part) that are intended to be self-performed, in YELLOW cells below)	
14a	Door / Frame / Hardware Install	
14b	Backing / Blocking	
14c	Temporary Protection Measures	
14d	Safety Measures	
14e	Minor Demolition	
14f	Daily Cleanup	
14g	Specialties Installation	
14h		
14i		
14j		
14k		
14l		
14m		
14n		

OWNER/ARCHITECT/GENERAL CONTRACTOR SCOPE COORDINATION MATRIX

A		B	C	D	G	H	I	K
		GC Preconstruction	GC OH&P	GC General Conditions	By GC	By Architect / Engineers	By Owner	Comments
A. DESIGN SERVICES								
1	Design Charrette	X				X		As Required for Concept Design, Schematic Design and moving through Design Development
2	A/V, Telephone, Paging Design	X				X		Locations and Infrastructure by Design Team
3	IT/Data, Network, Cable Design	X				X		Locations and Infrastructure by Design Team
4	Programming	X				X		A simple and concise Programming process to confirm/update District Program
5	Storm Water Management Plan	X			X	X		
6	Drainage Plan: Submittals to agencies as required	X			X			
7	Utility Coordination	X				X		
8	Coordination with Fire Department	X				X		
9	Site Evaluation and Planning	X				X		
10	Flow Tests with Fire Department	X				X		

CM At-Risk Services RFP
Scope Coordination and Fee Matrix

OWNER/ARCHITECT/GENERAL CONTRACTOR SCOPE COORDINATION MATRIX							
A	B	C	D	G	H	I	K
	GC Reconstruction	GC OH&P	GC General Conditions	By GC	By Architect / Engineers	By Owner	Comments
11	Architectural Design	x				x	
12	Civil Engineer Design	x				x	
13	Landscape Architect/Irrigation Design	x				x	
14	Structural Engineer Design	x				x	
15	Mechanical Engineer Design	x				x	
16	Electrical Engineer Design	x				x	
17	Lighting Engineer Design	x				x	
18	Plumbing Engineer Design	x				x	
19	Fire Suppression Design	x				x	
20	3D-Renderings and Animations	x				x	As required to communicate design, not for marketing
21	Acoustical Consultant	x				x	
22	Cost Estimating Consultant	x			x	x	Design Team provide estimate validation of General Contractor estimates
23	Furniture Design Consultant (B253 TM -2007)	x				x	
24	Interior Design (B252 TM -2007)	x				x	
25	Signage Design	x				x	Code Signage, Building Signage, and interior graphics
26	Specifications Consultant	x				x	
27	Traffic Consultant	x					
28	Coordination with Owner's Consultants	x				x	
29	Prepare and Present at Public Sessions and Board Meetings	x				x	
30	Commissioning (B211 TM -2007)						x
31	LEED Certification (B214 TM -2007)	x					
32	LEED Energy Modeling	x					
33	LEED Registration and Documentation	x					
34	Facility Support Services (B210 TM -2007)						Not anticipated
35	Security Evaluation and Planning (B206 TM -2007)	x				x	
36	PV Panel Design	x				x	
37	Lightning Protection Design	x				x	As required by code, Design Team to analyze as part of proposal
38	Fast-track Design Services						N/A
39	Historic Preservation (B205 TM -2007)						N/A
40	Surveys (Flown, ALTA, TOPO)						x
41	Code Analysis	x				x	Design Team and Owner to determine survey scope and data requirements
42	Zoning Analysis	x				x	Design to meet current zoning guidelines
43	Steel Stud Framing Design and Engineering	x				x	
44	Prepare and Issue Meeting Minutes	x				x	for Design Meetings
45	Prepare documents for power application with electrical utility and submit key information as required.	x				x	By Architect and electrical consultant
46	Prepare bid packages for phasing of construction	x				x	
47	Generate bid alternates	x				x	
48	Prepare Comcheck submittal as required	x				x	
49	Rezoning process						TBD - site specific
50	Prepare a submittal log for the contractor to follow based on specifications	x				x	
51	Documentation of owner existing Furniture Fixtures and Equipment					x	
52	Assist in grant writing by providing key information to Owner	x				x	Minimal anticipated. Assume assisting in filling out data in required Owner forms.
53	Submit applications as required for Town Planning or Zoning Approval Processes	x				x	
54	Prepare bid packages, chair pre-bid meeting, log results	x				x	
55	Prepare response to bidders questions, issue addendums	x				x	
56	Construction: Observation and Field Reports	x				x	
57	Construction: Review material inspection reports and advise if corrections are required	x				x	
58	Construction: Review and make recommendations related to shop drawings	x				x	
59	Close Out: Project Record Documents: Generate As-Builts in paper format including ASI, RFI's and install locations.			x	x	x	
60	Close Out: Project Record Documents: Review contractors posted sets during and after construction completion			x		x	
61	Close Out: Project Record Documents: Generate As-Builts in Revit or Autocad format and PDF			x		x	
62	Close Out: Prepare letter of substantial completion			x		x	
63	Close Out: Assist Owner on resolution of warranty items			x	x	x	

OWNER/ARCHITECT/GENERAL CONTRACTOR SCOPE COORDINATION MATRIX									
A	B	C	D	G	H	I	K		
	GC Preconstruction	GC OH&P	GC General Conditions By GC	By Architect / Engineers	By Owner		Comments		
64	Close Out: Attend 11 month walk through of facility		x	x	x	x			
B. Procurement									
1	AV, Telephone, Paging Design					x			
2	IT/Data, Network, Cable Design					x			
3	Programming Consultant					x			
4	Landscape Architect/Irrigation Design				x				
5	Architectural Firm					x			
6	Civil Engineer				x				
7	Structural Engineer				x				
8	Mechanical Engineer				x				
9	Electrical Engineer				x				
10	Lighting Engineer/Designer				x				
11	Plumbing Engineer				x				
12	Acoustical Consultant				x				
13	Cost Estimating Consultant				x				
14	Furniture Design Consultant				x				
15	Interior Design Consultant				x				
16	Signage Design Consultant				x				
17	Specifications Consultant				x				
18	Traffic Consultant				x	x			
19	Commissioning Consultant					x			
20	LEED Consultant				x	x			
21	Security Consultant					x			
22	PV Panel Consultant					x			
23	Historic Preservation Consultant					x			
24	Environmental Surveys (Phase I and Phase II)					x			
25	Surveys (Flown, ALTA, TOPO)					x			
26	Testing & Inspection (Soils)					x			
27	Testing & Inspection (Construction Materials)					x			
28	Code Consultant					x			
29	Moving Consultant					x			
30	Hazmat Analysis					x			
31	Building Demolition Crew								
C. PRE-CONSTRUCTION									
1	Review Design Concepts	x							
2	Develop Bid Packages for sub contractors	x							
3	Material Selection and Availability Recommendations	x							
4	Building Systems Recommendations	x							
5	Coordinate Owner-Supplied Equipment	x							
6	Life Cycle Costing Analysis	x							
7	Equipment Selection and Availability Review	x							
8	Subcontractor Availability Review	x							
9	Construction Logistical & Execution Plan	x							
D. PROJECT COST CONTROL									
1	Master Budget; Generate and update	x			x	x			
2	Recommend approval of Contractor Invoices					x			
3	Manage cost of Alternates (trend log)	x							
4	Schematic Design Cost Estimate and Review	x							
5	Design Development Cost Estimate and Review	x							
6	Construction Document Estimate and Review	x							
7	Guaranteed Maximum Price Cost Estimate	x							
8	Construction Cash Flow Projections (Monthly)	x							
9	Review estimates for accuracy and value engineering ideas	x							
10	Verify Correctness of Quantities & Prices of Change Orders	x							
11	Continuous Project Cost Input and Response to Design Team Queries	x		x					
E. PROJECT SCHEDULING									
1	Generate Design Schedule of Events					x	x		
2	Master Schedule of Events including Owner items	x			x				
3	Preconstruction Activity Schedule (Bar Chart)	x			x				
4	Construction Activity Schedule (CPM)			x	x				

OWNER/ARCHITECT/GENERAL CONTRACTOR SCOPE COORDINATION MATRIX										
A		B	C	D	G	H	I	K		
		GC Preconstruction	GC OH&P	GC General Conditions	By GC	By Architect / Engineers	By Owner	Comments		
5	Const Activity Schedule w/ Milestones (CPM Updates)			X	X					
6	Shop Drawing & Submittal Schedule / Procedure			X	X					
7	Mock-Up Schedule & Procedure			X	X					
8	Generate and coordinate phasing sched w/ Owner			X	X					
9	Short-Interval Schedules			X	X					
10	Occupancy Schedules			X	X					
F. SUBCONTRACTOR SELECTION / PURCHASING										
1	Set Prequalification Criteria <i>including local provisions</i>	X			X					
2	Recommend Subcontractor Selection Methods	X			X					
3	Recommend Subcontractor Award Methods	X			X					
4	Develop Subcontractor Interest	X			X					
5	Prepare Bidding Schedules	X			X					
6	Issue Plans, Specifications & Addenda	X			X					
7	Receive Bids	X			X					
8	Analyze Bids	X			X					
9	Recommend Award	X			X					
10	Determine Local Manpower Availability	X			X					
11	Prepare Subcontracts & Supplier Contracts	X			X					
G. CONTRACT DOCUMENT COORDINATION										
1	Constructability Review & Recommendations	X								
2	Review For Inclusion of All Work	X								
3	Review For Adequately Phased Construction	X								
4	Identify Long-Lead Items	X								
5	Identify Commodity Shortages	X								
6	Review and Coordinate Installation of Owner Supplied Fixed Equip			X	X		X			
H. ARCHITECT STAFF										
1	Principal					X				
2	Project Manager					X				
3	Project Architect					X				
4	Drafter					X				
5	Administrative / Clerical					X				
I. GENERAL CONTRACTOR STAFF										
1	Corporate Executives									In Overhead and Profit
2	Principal In Charge									In Overhead and Profit
3	Project Executive									In Overhead and Profit
4	Operations Manager									In Overhead and Profit
5	Senior Project Manager			X	X					
6	Project Manager			X	X					
7	Project Engineer			X	X					
8	Safety Manager / Field Audit / Training									In Overhead and Profit
9	Human Resources									In Overhead and Profit
10	Secretarial									In Overhead and Profit
11	Project Estimating									In Overhead and Profit
12	Project Accounting									In Overhead and Profit
13	Project Scheduling									In Overhead and Profit
14	Project Purchasing									In Overhead and Profit
15	Project Superintendent(s)			X	X					
16	Assistant Superintendent(s) (as required)			X	X					
17	Field Engineer(s) (as required)			X	X					
18	Mechanical & Electrical Coordinator(s) (as required)			X	X					
19	Quality Control Engineer (As Required)			X	X					
20	Project Assistant / Clerk / Typist (As Required)			X	X					
21	Safety Engineer (As Required)			X	X					
22	Field Accounting (as required)			X	X					
23	Registered Surveyor (As Required)			X	X					
J. QUALITY CONTROL / WARRANTY										
1	Develop & Submit Construction Safety Plan	X		X						
2	Testing & Inspection (Construction Materials)					X	X			
3	Soils Investigations / Geotechnical Reports					X	X			

OWNER/ARCHITECT/GENERAL CONTRACTOR SCOPE COORDINATION MATRIX							
A	B	C	D	G	H	I	K
	GC Preconstruction	GC OH&P	GC General Conditions By GC	By Architect / Engineers	By Owner		Comments
4	Environmental Surveys						
5	HAZMAT Analysis						
6	Environmental Cleanup Coordination / Govt Document						
7	Project Progress Photographs		X				
8	Field Reports		X				
9	Warranty Inspections Coordination		X				
10	Air & Water Balancing		X				
11	Operator On-Site Training		X				
12	Prepare Operation and Maintenance Manuals		X				
13	Review Operation and Maintenance Manuals		X				
14	Attend 11 and 23 month walk throughs of facility and assist on closing out warranty items		X				
15	Drug Testing & Screening (Field Personnel)	X					
16	Attend punch list walk throughs, prepare punch list, track items through completion		X				General Contractor to capture all items identified on punch list walk using bluebeam software or approved equivalent. Architect to attend all punch lists and ensure consultants are using the same format as directed by the owner
K. TEMPORARY FACILITIES							
1	Temporary Field Office Facility		X	X			
2	Field Office Furniture & Equipment		X	X			
3	Field Office Copier(s)		X	X			
4	Field Office Fax Machine(s)		X	X			
5	Field Office Computer(s) & Software		X	X			
6	Field Office Supplies		X	X			
7	GC's Storage Trailers / Sheds		X	X			
8	Field Office Equipment Maintenance & Repairs		X	X			
9	Architect / Engineer Temporary Office		X	X			
10	Project Sign		X	X			
11	Directional / Warning Signs		X	X			
12	Bulletin Boards		X	X			
13	Potable Drinking Water / Ice / Cups		X	X			
14	Temporary Toilets / Sanitary Sewer		X	X			
15	Temporary Construction Fencing		X	X			
16	Barricades		X	X			
17	Covered Walkways		X	X			
18	Safety Equipment		X	X			
19	First Aid Station & Supplies		X	X			
20	Handrails / Toe Boards / Opening Protection		X	X			
21	Safety Nets		X	X			
22	Temporary Stairs		X	X			
23	Fire Extinguishers		X	X			
24	Flagman / Traffic Control		X	X			
25	Job Hauling Charges		X	X			
26	Site Security		X	X			
L. TEMPORARY UTILITIES							
1	Temp Telephone Install Equipment & Monthly Fee		X	X			
2	Telephone Expense (Long Distance Charges)		X	X			
3	Telephone Expense (Internet Charges)		X	X			
4	Cellular Phone Charges		X	X			
5	2-Way Radio Equipment		X	X			
6	Temporary Electrical Service / Distribution		X	X			
7	Temporary Electrical Wiring & Lighting		X	X			
8	Light bulbs & Temp Electrical Maintenance		X	X			
9	Electrical Power Consumption Expense		X	X			
10	Temporary Water Service / Distribution		X	X			
11	Temporary Water Consumption Expense		X	X			
12	Temporary Gas Service / Distribution		X	X			
13	Temporary Gas Service Consumption Expense		X	X			
14	Temporary Field Office Heating Energy Cost		X	X			
15	Temporary Heating Service (Permanent System)		X	X			
16	Permanent Heat System Filter Replacement		X	X			
17	Maintenance Cost (Permanent Heat System)		X	X			

OWNER/ARCHITECT/GENERAL CONTRACTOR SCOPE COORDINATION MATRIX										
A		B	C	D	G	H	I	K		
		GC Preconstruction	GC OH&P	GC General Conditions	By GC	By Architect / Engineers	By Owner	Comments		
M. CLEAN-UP										
1	Daily Clean-Up			X	X					
2	Final Clean-Up			X	X					
3	Final Glass Cleaning			X	X					
4	Debris Hauling/Removal			X	X					
5	Trash Chutes			X	X					
6	Trash Dumpsters			X	X					
7	Dump Permits & Fees			X	X					
8	Dust Control			X	X					
9	Street Cleaning			X	X					
N. WEATHER PROTECTION										
1	Remove Snow & Ice			X	X					
2	Temporary Enclosures (Buildings)			X	X					
3	Temporary Weather Protection for Sub Trades			X	X					
O. ON-SITE EQUIPMENT / HOISTING										
1	Automobile(s) & Fuel			X	X					
2	Hoisting Equipment & Fuel			X	X					
3	Material/Personnel Hoist(s)			X	X					
4	Crane & Hoist Operator(s)			X	X					
5	Small Tools (GC's Only)			X	X					
6	Rental Equipment			X	X					
7	Fuel for Rental Equipment			X	X					
P. LEED CERTIFICATION										
1	MR2.1 Const Waste Management, Salvage or Recycle 50%									
2	MR2.2 Const Waste Management, Salvage Additional 25%									
3	MR5.1 Local/Regional Materials, 20% Manufactured Locally									
4	MR5.2 Local/Regional Materials, 10% Harvested Locally									
5	IAQ3.1 Construction IAQ Management Plan, Const									
6	IAQ4.1 Low-Emitting Materials, Adhesives & Sealants									
7	IAQ4.2 Low-Emitting Materials, Paints									
8	IAQ4.3 Low-Emitting Materials, Carpet									
9	IAQ4.4 Low-Emitting Materials, Composite Wood									
Q. DOCUMENT REPRODUCTION / PRINTING										
1	Schematic Drawings & Specifications									
2	Design Document Drawings & Specifications									
3	Construction Drawings & Specifications									
4	Subcontractor / Supplier Prequalification Forms	X			X					
5	Bidding Instructions	X			X					
6	Postage & Express Delivery Costs			X	X					
7	Subcontract & Supplier Contract Agreement Forms			X	X					
8	Shop Drawing Reproduction			X	X					
9	As-Built Documents (Mark-ups & Recording)			X	X					
10	As-Built Documents (Printing)			X	X					
11	Maintenance Manuals (From Subs)			X	X					
12	Operation Manuals (From Subs)			X	X					
13	Estimating Forms									
14	Schedule Report Forms									
15	Accounting Forms									
16	Field Reporting Forms									
17	Cost Reporting Forms									
18	Special Forms									
R. INSURANCE & BONDS										
1	Design professional liability insurance									
2	Builder's Risk Insurance									
3	Builder's Risk Deductible			X	X					
4	Special Insurance - O & E			X	X					
5	General Liability Insurance									
6	Umbrella Liability Insurance									
7	Excess Liability Insurance									

OWNER/ARCHITECT/GENERAL CONTRACTOR SCOPE COORDINATION MATRIX										
A		B	C	D	G	H	I	K		
		GC Preconstruction	GC OH&P	GC General Conditions	By GC	By Architect / Engineers	By Owner	Comments		
8	Completed Products Insurance									
9	Professional Liability Insurance			X	X					
10	Workman's Compensation Insurance (GC's Only)			X	X					
11	FICA / Medicare Insurance (GC's Only)			X	X					
12	Federal Unemployment Insurance (GC's Only)			X	X					
13	State Unemployment Insurance (GC's Only)			X	X					
14	Payment & Performance Bond			X	X					
15	Subcontractor & Supplier Bonds			X	X					
S. PERMITS & FEES										
1	Foundation Permit									
2	Superstructure Permit									
3	Building Permit (General)			X	X					
4	Mechanical Building Permit			X	X					
5	Electrical Building Permit			X	X					
6	Plan Check Fees									
7	Street Use Permit									
8	Curb & Gutter Permit									
9	Sidewalk Permit									
10	Street / Curb Design Charge									
11	Sign Permits									
12	Site Drainage (Erosion Control) Permit			X						
13	Electrical Primary Construction Fee									
14	Water Service Construction Fee									
15	Gas Service Construction Fee									
16	Water Tap (Inspection) Fee									
17	Sanitary Tap (Inspection) Fee									
18	Storm Tap (Inspection) Fee									
19	Special Tap Fees									
20	Contractor's Licenses			X	X					
21	Zoning Fees									
22	Construction Equipment Licenses									
23	Construction Equipment Permits									
T. OTHER COSTS										
1	Sales & Use Taxes (As Required)			X	X					
2	Davis Bacon/Prevailing wages									
3	Creation of Owner Moving Transition Manual, RFP and management									
4	Owner Moving Costs									
5	Video record with proper sound system Owner Training			X	X					
U. ADDITIONAL ITEMS										
1	(enter additional items as necessary)									
2	(enter additional items as necessary)									
3	(enter additional items as necessary)									
4	(enter additional items as necessary)									
5	(enter additional items as necessary)									
6	(enter additional items as necessary)									
7	(enter additional items as necessary)									
8	(enter additional items as necessary)									



AIA[®]

Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 3rd day of April in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

Mountain View Fire Rescue
3561 N. Stagecoach Road
Longmont, CO 80504
Telephone: (720) 678-9885

and the Architect:
(Name, legal status, address and other information)

Infusion Architects, LLC
4487 Highland Meadows Pkwy #B, 2nd Floor
Windsor, CO 80550
Telephone: (970) 775-2925

for the following Project:
(Name, location and detailed description)

Administration Building Renovation
6328 Monarch Park Place, Longmont, CO

I. SCOPE OF WORK:

Evaluate and develop the scope for the new Administration Office Remodel.

- Review and validate the Program
- Confirm and create the As-built drawings
- Create Adjacency Diagrams of the space for program flow
- Develop concept floor plans for the new space
- Create Room Data Sheets for each of the spaces
- Review the Site and develop a Concept Correction plan
- Evaluate the new Concept Plans against the existing MEP Systems
- Develop the final Design Fees for the project

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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

- EXHIBIT A Owner Program
- EXHIBIT B Site Plan and Floor Layout
- EXHIBIT C Infusion Architects Fee Matrix
- EXHIBIT D Infusion Architects Hourly Rates
- EXHIBIT E Infusion Architects Certificates of Insurance

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit A – Owner Program

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit B

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Concept Design Feb 2024 – April 2024

Design April 2024 - July 2024

.2 Construction commencement date:

August 2024

.3 Substantial Completion date or dates:

December 2024

.4 Other milestone dates:

Permitting June – July 2024

Warranty December 2024 – December 2025

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The team should assume a phased move-in schedule, as allowed.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

David Beebe, Fire Chief
Mountain View Fire Rescue
3561 N. Stagecoach Road
Longmont, CO 80504
Telephone: (303) 772-0710
Email Address: dbeebe@mvrfpd.org

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1

(Paragraphs deleted)

Init.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Randell Johnson, Principal
4487 Highland Meadows Parkway, Unit #B, 2nd Floor
Windsor, CO 80550
randell.johnson@infusionarchitects.com
970.775.2925

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 **Interior Design:**
Salt Design

(Paragraphs deleted)

.2 **Mechanical:**

.3 **Plumbing:**

(Paragraphs deleted)

.4 **Electrical Engineer:**

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services provided through this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) combined single limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.
State mandated: \$1,000,000 each accident
\$1,000,000 each employee

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$2,000,000) per claim and Two Million (\$2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 If additional insurance coverage is requested by the Owner after the Project has started, Architect will attempt to obtain such requested coverage. Owner shall pay all costs associated with additional coverage.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3, as well as collaboration with the Owner, Owner's Representative, and the selected General Contractor, and those specific services identified as such in the fee matrix, attached as **Exhibit C**. In the event of a conflict between Basic Services detailed in this Agreement and Exhibit C, Exhibit C shall control. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. Architect and its Consultants will exercise reasonable and professional efforts to achieve appropriate coordination of the plans and specifications issued by them for the Project. The Architect's responsibility for coordination of consultants retained by Owner shall be limited to incorporation of the information, data, recommendations and deliverables supplied to the Architect by the Owner or by such consultants hired by the Owner into the Contract Documents so as to minimize the physical and observable conflicts, ambiguities, and inconsistencies that Architect observes or becomes aware of in accordance with prevailing architectural professional practice standards. The Architect shall be entitled to rely upon the information supplied to it by the Owner and the Owner's consultants and to assume that for all purposes such information is technically accurate, professionally competent, and appropriate for incorporation into design of the Project. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, and budget for the Cost of the Work Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design in writing, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall discuss with the Owner the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner, review and comment on any adjustments to the estimate of the Cost of the Work prepared by others, and request the Owner's approval in writing.

(Paragraph deleted)

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall submit the Design Development Documents to the Owner, review and comment on any adjustments to the estimate of the Cost of the Work prepared by others, and request the Owner's approval in writing.

(Paragraph deleted)

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of procurement information.

§ 3.4.4 The Architect shall review the estimate for the Cost of the Work prepared in accordance with Section 6.3 submit the Construction Documents to the Owner, and take any action required under Section 6.3.

§ 3.4.5 Code and legal requirement compliance. Architect will prepare the Construction Documents and perform its obligations under this Agreement to comply with the standard of care relative to applicable laws, statutes, codes, ordinances, rules and regulations of any city, county, and/or state and federal agencies or other governmental or quasi-governmental entities having jurisdiction over the Project, in effect at the time of the commencement of construction, insofar as they apply to the design of the Project. Architect is not responsible for any code interpretations made in the field by representatives of agencies and authorities having jurisdiction over the Project, during the course of construction, which may be inconsistent with or contrary to comments or approvals previously provided by these same agencies or authorities.

§ 3.4.6 The Architect shall use reasonable efforts to prepare the Construction Documents to conform to the requirements of the Americans with Disabilities Act of 2010 and the regulations thereunder as well as other applicable laws and regulations protecting the disabled (collective "Accessibility Legislation"). However, the standards for design practice under Accessibility Legislation may be in conflict with existing building codes and/or the interpretation thereof. Therefore, the Architect shall not be responsible if any aspect of the design does not conform to Accessibility Legislation if the claim for non-conformance arises because of an interpretation made after the preparation of the Construction Documents or such interpretation was not generally known to similarly situated design professionals when the Construction Documents were prepared and not in violation with the local building code. Because many requirements of Accessibility Legislation are more legal than technical, the Architect may, when appropriate in Architect's, tender to Owner and Owner's legal advisers recommendations regarding the applicability of interpretations of Accessibility Legislation. Owner agrees to make decisions promptly when requested by Architect, and Architect's duties relating thereto shall be limited to identifying the relevant issues for the Owner's consideration, consulting with the Owner regarding the decision and implementing the decision made by the Owner and the Owner's legal advisers. Owner agrees to cooperate with Architect's reasonable requests in connection with documenting the substance of, reasons for, and process of reaching each such decision.

§ 3.4.7 Architect shall consider any Owner requested revisions to the Construction Documents after Architect issues a 100% complete set of Design Development documents as an Additional Service pursuant to section 4.2.1.4.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect agrees to perform the duties and obligations imposed on the Architect as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, with the exception that Architect will not serve as the Initial Decision Maker and that Change Orders shall be prepared by the Contractor and reviewed by the Architect. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Contractor during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates upon Substantial Completion. If Owner directs Architect to begin performing Construction Phase Services before the Contract for Construction has been awarded, the duration shall start when such activities commence. Construction Phase Services performed more than 60 weeks months after commencement shall entitle Architect to extend the Construction Phase Services fee on an hourly basis.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Reports shall be submitted via email. As part of Construction Phase Services, subject to the limits in Exhibit A, the Architect shall attend regularly scheduled construction job meetings and when associated with a Project walk-through shall be documented in an Architect’s Field Observation Report. Minutes from the regular construction job meetings shall be taken and distributed by the General Contractor. Progress payment application meetings shall occur in conjunction with regularly scheduled construction job meetings. Contractor shall be responsible for compiling all information needed by Architect to review any payment applications.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Owner in writing of any Work that does not conform to the Contract Documents within twelve (12) hours of establishing the non-conformance. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and make recommendations concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such

interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Neither the professional activities of the Architect, nor the presence of the Architect or the Architect's consultants at a construction site, shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health of safety precautions required by any regulatory agencies. Architect shall have no responsibility or liability for Project safety or compliance with any rules, regulations or ordinances, governing safety, safety equipment or safety precautions on the job site

§ 3.6.2.6 It is agreed that during the construction phase, the professional services of the Architect are limited to observation of the Work of the Contractor to ascertain in general that such Work when completed in accordance with the Contract Documents substantially conforms to the design intent of the Contract Documents. It is further agreed that the Architect shall have no responsibility whatsoever for the failure of the Contractor to complete the Work in accordance with the Contract Documents and that no liability or obligation whatsoever is created to or for the benefit of the Contractor on the part of the Architect under the terms of this Contract.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review and comment on the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing and commenting on submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and comment on or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review and comment of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review and comment shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain written records relative to all approved changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.1.1 The Architect shall perform one punch list walk-through and one post-punch walk-through with the Owner and the General Contractor for the purpose of determining the date of Substantial Completion. As an Additional Service, the Owner may request the Architect to perform additional or more frequent punch lists visits in order to assist the General Contractor in expediting the completion of the Work. If this service is requested, the additional cost for this service is billed hourly based upon the Architect's Standard Hourly Rates. Architect assumes no liability for providing punch list services of any kind to any person or entity other than Owner.

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and twice prior to the expiration of two years from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Record electronic Drawings, if included in the scope of services as stated elsewhere in this Agreement, or if requested as Supplemental Service, shall be based on the General Contractor’s record field drawings of the project work and therefore may not necessarily be an accurate representation of actual existing conditions.

ARTICLE 4 SUPPLEMENTAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	ARCHITECT
§ 4.1.1.9 Landscape design	ARCHITECT
§ 4.1.1.10 Architectural interior design	ARCHITECT
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	NOT PROVIDED

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	
§ 4.1.1.31 Mechanical Engineering	ARCHITECT
§ 4.1.1.32 Electrical Engineering	ARCHITECT
§ 4.1.1.33 Plumbing Engineering	ARCHITECT
§ 4.1.1.34 Geotechnical Services	OWNER
§ 4.1.1.35 Audio Video Consulting	
§ 4.1.1.36 Acoustical Consulting	ARCHITECT
§ 4.1.1.37 Lighting Design	
§ 4.1.1.38 Water Management/Envelope Consultant	
§ 4.1.1.39 Testing Services	
§ 4.1.1.40 Kitchen Equipment Consultant	
§ 4.1.1.41 Irrigation Design	
§ 4.1.1.42 Code (Fire) Consultant	
§ 4.1.1.43 Code (ADA) Consultant	
§ 4.1.1.44 Art Consultant	
§ 4.1.1.45 Signage Design	
§ 4.1.1.46 FF&E Procurement Services (B252 – 2007)	
§ 4.1.1.47 Pool Consultant	
§ 4.1.1.48 Hardware Consultant	
§ 4.1.1.49 Third Party Document Review	
§ 4.1.1.50 Warranty Phase Services (Post-Occupancy)	
§ 4.1.1.51 Entitlements/Public Process Phase Services	
§ 4.1.1.52 Snow Management Consulting	
§ 4.1.1.53 Marketing/Graphics/3-D Consulting	
§ 4.1.1.54 Travel	
§ 4.1.1.55 Specifications and/or Specification Writer	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is
(Paragraphs deleted)

identified in Exhibit C.

(Paragraphs deleted)

§ 4.1.3 OMITTED

Init.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by Owner's request to modify Construction Documents after issuance of a 100% complete Design Development set that require material design efforts by Architect or its Consultants;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner, or evaluating substitutions proposed by Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect; or
- .12 Travel time and expenses related to the Project.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a **Contractor's** submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

(Paragraph deleted)

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect during construction
- .3 One (1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) observation for any portion of the Work to determine final completion.

(Paragraphs deleted)

§ 4.2.4 Architect shall coordinate with the Owner's Representative on the use of an online project management system for document controls; submittal, RFI Review, ASIs, Field Reports and other CA Documentation.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.1.1 The Owner shall provide the Architect with a copy of any agreement regarding the Project between the Owner and the Contractor, and between the Owner and any Owner's representative.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 OMITTED

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, and contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by Others, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 Construction cost estimates will not be provided by the Architect. The preliminary cost estimate and succeeding progress statements of probable costs will be provided by the General Contractor, Owner's Representative, if any, and/or the Construction Manager with input by the Architect concerning design considerations. In the event that Architect provides any evaluation, advice, recommendation or comment about probable or estimated construction cost, it does so in its role as a design professional. Architect and Owner agree that for all purposes, Architect is entitled to rely upon the professional competency and technical accuracy of all cost estimating services provided to it by the Contractor, its Subcontractors and the Construction Manager.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information, has permission from the copyright owner to transmit such information for its use on the Project, or has a legal right to include such information.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, Owner and Architect shall negotiate in good faith to determine a fee to be paid to the Architect, consistent with industry standards in the locality of the Project, to continue the non-exclusive license after termination of this Agreement in order to complete the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the Judicial

Arbiter Group of Denver, Colorado. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3.1 Pending the resolution of mediation, the Architect shall continue to perform its obligations under the Contract, and the Owner shall continue to make payments of all amounts due to the Architect that are not in dispute.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction; venue shall be solely in the Boulder County District Court, State of Colorado.
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Omitted

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, if the delay was not caused in whole or in part by the Architect, the Architect shall be compensated for reasonable expenses directly incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.3 If the Owner extends the design schedule by more than 15 days, Owner and Architect shall meet to discuss Architect's then existing staffing commitments to determine a timely resumption of the Work.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.2, the Owner shall compensate the Architect for services satisfactorily performed prior to termination and Reimbursable Expenses incurred prior to termination.

§ 9.7 If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement

(Paragraphs deleted)

under Section 9.2, the Owner's rights to license the instruments of service under Section 7 are revoked, unless a mutual Agreement is reached granting the Owner continued use of the Architect's Instruments of Service solely for the purpose of completing, using and maintaining the Project.

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Defined Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. The Architect shall not, in connection with any such assignment by Owner, be required to execute any documents that in any way might, in the sole judgment of the Architect, increase the Architect's contractual legal obligations or risks, limit any availability or cost of its professional or general liability insurance coverage.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement, or which waive, restrict or impair any contractual, legal or statutory defense or remedy.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner and Architect agree to require similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Nothing in this Agreement shall impose liability on Architect or Architect's Consultants for claims, lawsuits, expenses or damages arising from, or in any manner related to the exposure to, or the handling, manufacture or disposal of asbestos, asbestos products or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency. Owner shall furnish the services of an independent testing laboratory for the monitoring of asbestos exposure levels

throughout the entire asbestos removal operation. It is understood and agreed that the handling or removal of asbestos or asbestos products involves certain health risks that require specific safety measures.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Owner confirms that neither Architect nor any of Architect's Consultants has offered any fiduciary services to Owners, and that no fiduciary responsibility shall be owed to Owner by Architect or Architect's Consultants as a consequence of entering into this Agreement.

§ 10.11 **Counterparts: Copies of Signatures.** This Agreement, any amendments or notices hereunder may be executed by hand signatures or by electronic signatures in multiple counterparts. Such signatures may be transmitted by facsimile or email. Any such electronic signatures or electronic transmissions of signatures shall be deemed to constitute originals. In addition, either party may rely upon any electronic transmission of any document that is properly executed by the other party.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(\$182,050.00 (One hundred eighty-two thousand fifty dollars and zero cents
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit D – Infusion Architects Hourly Rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Exhibit D – Infusion Architects Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

See Exhibit D – Infusion Architects Hourly Rates

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
<i>(Row deleted)</i>		
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the total design fee. This limitation shall not apply to progress payments for Architect’s Consultants, which shall be billed based on their respective percentage of completion.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect’s normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit D – Infusion Architects Hourly Rates

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses are identified on Exhibit C. Reimbursable Expenses not listed in Exhibit C incurred by the Architect and the Architect's consultants shall be billed at actual cost plus ten percent (10 %).

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Paragraphs deleted)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable 30 days after the invoice date. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly/18% per Annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Invoicing and Payment. Within thirty days of receipt Owner shall raise any questions or objections which it may have in the format of or information in any invoice.

§ 12.2 Force Majeure. In the event the Architect is hindered, delayed or prevented in performing its obligations under this Agreement as a result of a fire, flood, landslide, tornado or any Act of God, malicious mischief, theft, strike, lock-out, or any labor problems, shortage of material or labor, pandemic, failure of any governmental agency or Owner to furnish information or to approve or disapprove Architect's work, or any cause beyond the reasonable control of the Architect, the time for completion of the Architect's work shall be extended by the period of resulting delay.

§ 12.3 Limitation of Liability. The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorney's and expert-witness' fees and costs, from any cause or causes, so that the total aggregate liability of the Architect to the Owner shall not exceed \$1,000,000.00 or the limits of applicable insurance, whichever is greater. It is intended that this limitation apply to any and all liability or causes of action against Architect, and its partners, agents and employees however alleged or arising, unless specifically prohibited by law. Owner and Architect further agrees that to the fullest extent permitted by law, that neither party shall be liable to the other for any special, punitive, indirect or consequential damages whatsoever, whether caused by Architect's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of the project, and loss of profits or revenue. Owner agrees and acknowledges that it has had the opportunity to review and negotiate this Limitation of Liability provision and has been given the opportunity to opt out of this Limitation of Liability provision, in exchange for a higher cost of work, as provided for in Article 11 above; however has chosen to accept and be bound by this Limitation of Liability provision.

§12.4 Reduction in Construction Phase Services. If the Owner terminates, modifies or reduces all or any portion of the Architect's Construction Phase Services (except for cause), the Owner shall, to the extent permitted by law, release, indemnify and hold the Architect, its employees and its consultants harmless from and against damages, losses and judgments arising from any claims by any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to Construction Phase issues, services or activities the Architect did not provide or in which the Architect did not participate.

§ 12.5 Pre-existing Conditions: In the event the Project requires that certain assumptions be made by Architect regarding existing conditions, and because some of these assumptions may not be verified without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Architect, its Officers, Directors, Employees and Consultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of the pre-existing conditions, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Architect.

§ 12.6 Environmental Guidelines and Certificates: The LEED Green Building Rating System or similar environmental guidelines utilize certain design, construction and usage criteria in order to promote an environmentally friendly building. The Owner acknowledges and understands that LEED is subject to interpretation, and achieving levels of compliance involves factors beyond control of the Architect, including, but not limited to, the Owner's use, operation and maintenance of the completed project. In addressing LEED, the Architect shall perform its services in a manner consistent with that degree of skill and care ordinarily exercised by design professionals performing similar services in the same locality, and under the same or similar circumstances and conditions. The Architect, however, does not warrant or represent that the project will actually achieve LEED certification or energy savings. The Architect will not be responsible for any environmental or energy performance issues arising out of the Owner's use and operation of the completed project.

§12.7 Limited Liability Entity. It is understood that each party hereto is a corporate entity, and each party agrees that its sole remedy for any claim or loss arising out of or related to this Agreement and/or the Project, whether for negligence, breach of contract, or other legal theory, shall be a claim against the other party hereto, and not against any individuals, past or present employees, officers, representatives, members, shareholders, or owners of the other party.

§12.8 Indemnification by Architect. The Architect shall, to the extent permitted by law, defend, indemnify, and hold harmless the Owner, its officers, employees, and agents, including but not limited to the Owner's Representative, from any and all legal claims, costs, or damages, including but not limited to attorneys' fees and costs, arising from or related to the services provided by Architect under this Agreement, but only to the extent of the negligent acts or omissions of Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- Exhibit A – Owner Program
- Exhibit B – Site Plan and Floor Layouts
- Exhibit C – Infusion Architects' Fee Matrix
- Exhibit D – Infusion Architects' Hour Rates
- Exhibit E - ARCHITECT & Consultants Certificates of Insurance

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

David Beebe, Fire Chief

(Printed name and title)


ARCHITECT (Signature)

Randell Johnson, Principal

(Printed name, title, and license number, if required)

4/6/24

Exhibit A

Initial Program for Monarch Park Place General Design Goals

Building Use and Purpose

Mountain View Fire Protection District is purchasing a flex space building at 6328 Monarch Park Place in unincorporated Boulder County. A prime reason for the purchase is to consolidate several administrative and training functions in one location. We had previously spread them over several sites. We would also like to move the central receiving, central supply, and quartermaster functions from the district's maintenance facility to this location.

The new building has approximately 37,000 square feet of space on two floors. The building axis is primarily NNE/SSW. We will approximate this as a north/south long axis. Both the first and second floors have windows around almost all sides. The main entrance is centered on the west side of the building, with a central core and elevator space at the front entrance. There is a loading dock on the north end, with access through an overhead door to the first floor. A similar loading dock is on the south end of the building, but there is only a passage door leading into a kitchen/breakroom space.

There is a smaller break room/kitchen space on the second floor in the south, next to the core area. The first floor has men's and women's locker rooms adjacent to the north and south walls of the central core. The second floor has men's and women's restrooms adjacent to the north and south walls of the core.

The existing floor plans are attached at the end of this document.

Initial Design Wants/Needs

After initial meetings with the executive staff of the district, we arranged tours for the executive staff and department heads. We conducted a second tour with the staff that might move to this building. I asked each participant to fill out a survey of the current and future needs of the division they were part of, as well as their design goals for the building. We collated those comments into a spreadsheet attached at the end of this document.

First Design Ideas

After the executive staff tours, our fire chief expressed three broad ideas.

1. The public spaces, including training rooms and meeting rooms that outside entities might use or include members of the public, might best be on the first floor, south of the core space.
2. The location of the central receiving/central storage/quartermaster area (henceforth called quartermaster) should be adjacent to the north loading dock space. We envisaged using most of the first floor space north of the central core for this function.
3. Offices, with a couple of exceptions, would be on the second floor. The shipping and receiving offices would be in the quartermaster area.

Space/Use Goals

Office Spaces

- Each person permanently assigned to the building has a dedicated office. Where possible, these would be single-occupant.
- Some offices may require sound isolation for confidential conversations. Number and location TBD.
- There may be a few cubicles/shared office spaces for people
- Support spaces for supplies, copiers, printers, etc.
- One meeting/conference room that is large enough for 12 around a conference table. Sound isolated enough to hold confidential conversations. AV support to hold Zoom meetings.
- Two smaller meeting/conference rooms for 6–10. AV support to hold Zoom meetings.

Public Spaces

- Reception desk at the front door. It is uncertain whether we will staff the reception desk at the front door. Controls set up to keep public contained if not staffed.
- Access control to keep the public to the first floor/south side, if that is the final location of the classrooms.
- Classroom/Meeting/Multipurpose Room large enough to set for a 50 person class with tables and chairs.
- Perhaps the classroom/meeting room/multipurpose room has a divider, so we can subdivide it into two smaller spaces. AV set up to accommodate that subdivision.
- Smaller meeting room for 15–18, set as a classroom with appropriate AV technology to support the space.
- Storage near the meeting rooms for tables, chairs, boardroom furniture, public education props, and EMS instruction props and supplies.
- Access from the meeting rooms to a kitchen/lunchroom space for snacks/catered lunch and seating during daylong classes.
- Access to public restrooms from the classrooms/meeting rooms.

Breakroom/Lunchroom Spaces

- Larger break/lunchroom/kitchen space on the first floor.
- Smaller break/meal space on the second floor.
- Use existing water and drain spaces if workable.
- Coffee/snack spaces in or near the meeting/classrooms.

Exterior

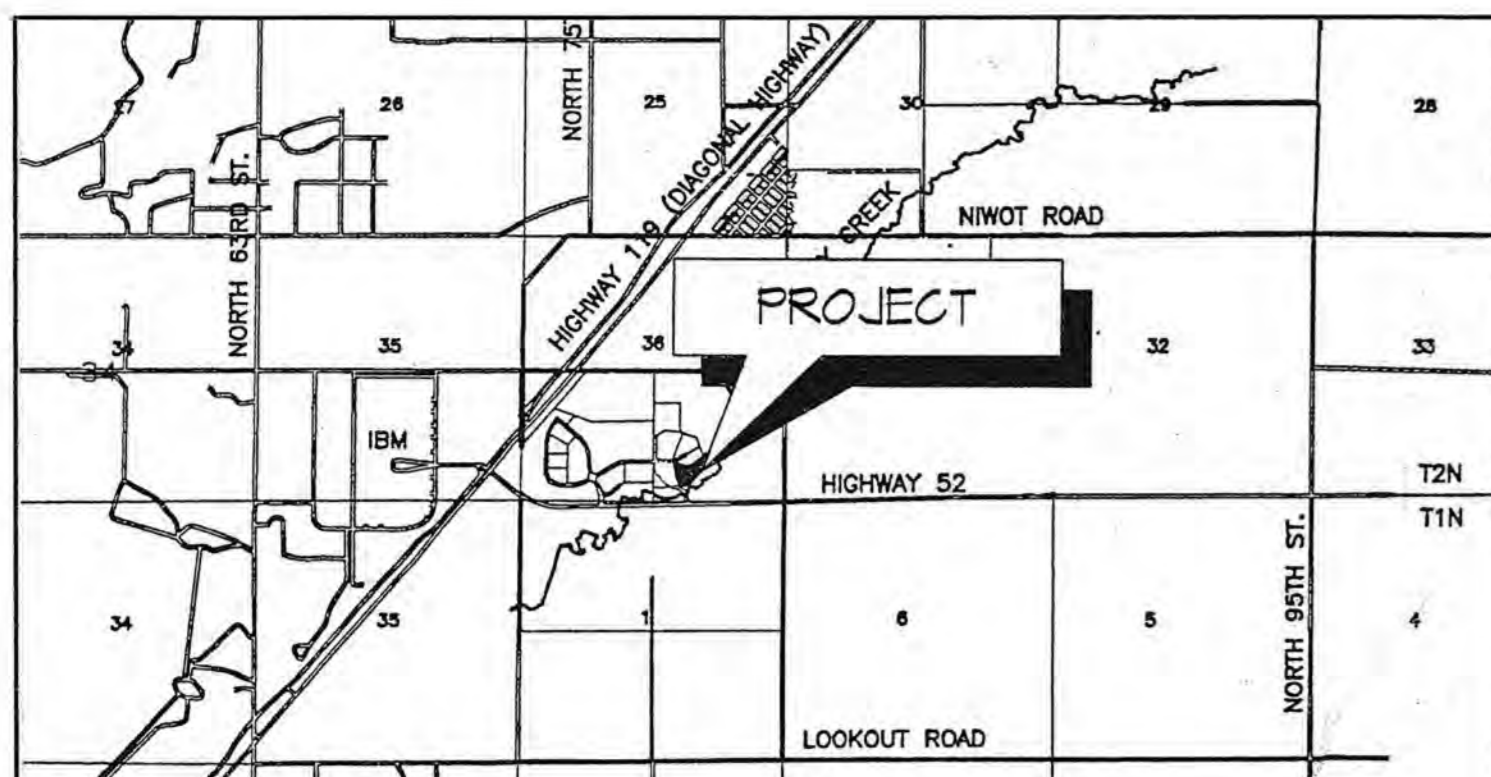
- 3 EV charging stations next to the building. Use key codes and/or card swipe for access.
- Expand driveway to accommodate better flow/sight lines to the building.
- Improve drainage on the north side to eliminate stagnant water/cattails NE of loading dock.

- Confirm drainage on the south side leading from under loading dock/outside eating location.
- Design parking lot to accommodate staff and public vehicles, drive aisles, and parking for three fire engines.

Quartermaster Space

- Storage space with shelving for fire equipment, uniforms, fire apparel, fire station [supplies](#).
- Secured storage space for bunker gear.
- Secured storage space for uniform apparel.
- Clean storage room for medical supplies.
- Secured, clean storage room for narcotics, and other medications.
- Flooring suitable for pallet jacks and other rolling carts.
- One to three offices near the quartermaster space for receiving, EMS supply management, etc.
- Water supply and drain for bunker gear extractor near the secure storage for bunker gear.
- Electrical for bunker gear dryer.
- Bunker gear storage area and hose storage area on a separate ventilation system to keep vapors out of the balance of the building.





02 VICINITY MAP

A01

APPLICABLE CODE:

A. Construction shall be in accordance with the 1994 edition of the Uniform Building Code, as adopted and amended by the Boulder County. The above shall govern except where other applicable codes of the project Construction Documents are more restrictive.

CODE DATA:

A. Construction Type	11-N		
B. Occupancy	F-1		
C. Bldg Allowable height	40'-0", 2 story		
D. Bldg Actual height	34'-6", 2 story		
E. Bldg Allowable Area	8,000 sf	Basic area	Table 5-5
	X 2 = 16,000 sf	Separation of 60' min 3 sides	Section 505.1.2
	X 3 = 48,000 sf	Automatic Sprinkler increase	Section 505.3
F. Building Area	37,200 sf (18,600 sf per floor)		
G. Building Occupant Load	372 maximum at 100 sf per occupant		
H. Zoning	Economic Development Zoning District		
I. Parking	120 sp provided		
J. Site Areas			
	Bldg footprint	18,600 sf	13.6%
	Drives, parking, loading	49,794 sf	36.4%
	Landscaping, open space	68,442 sf	50.0%
	Total	136,836 sf	100.0%

03 CODE ANALYSIS

A01

NAME & LOCATION:

MONARCH PLACE - 6328 Monarch Park Place
 Lot 2C, Monarch Park PUD Replat "C", Boulder County, Colorado

PROJECT TEAM:

OWNER:	Gunbarrel Properties, LLC	(303) 546-1322
	1900 16th Street, Boulder, CO 80302	
CONTRACTOR:	Chrisman Construction, Inc.	(303) 449-0077
	5777 Central Avenue - Ste 125, Boulder, CO 80301	
ARCHITECT:	Jerry Moore Associates	(303) 449-1887
	1319 Spruce Street - Ste 205, Boulder, CO 80302	
CIVIL:	Drexel Barrill Engineers/Surveyors Inc.	(303) 442-4338
	4840 Pearl East Circle #114, Boulder, CO 80301	
MECHANICAL:	Design Mechanical	(303) 449-2092
	5637 Arapahoe Road, Boulder, CO 80301	
ELECTRICAL:	Gambrell Engineering, Inc.	(303) 428-8808
	7535 Hilltop Circle, Denver, CO 80221	
LANDSCAPE:	G.E. Enterprises, Inc.	(303) 668-8086
	1315 Cannon Street, Lafayette, CO 80027	

04 PROJECT DATA

A01

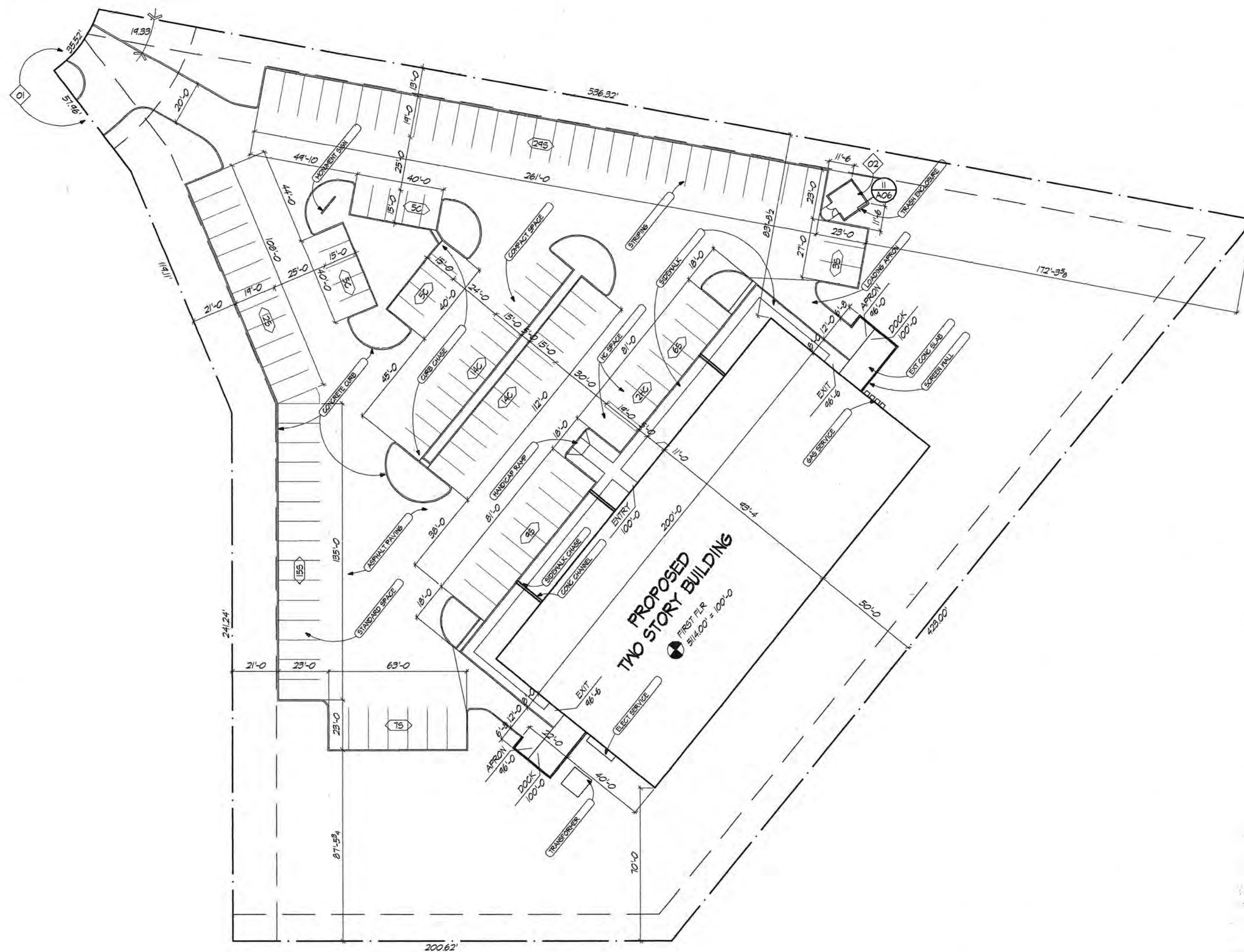
GENERAL NOTES:

- Unless otherwise shown on the drawings, construction techniques shall conform to accepted construction industry practice and governing regulatory standards. Contractor shall thoroughly review the drawings and field conditions and notify the architect of any error or conflict before commencing with the work.
- The Contractor warrants to the Architect that he possesses the particular competence and skill in construction necessary to build this project without full engineering and architectural services, and, for the reason that the Contractor wishes to rely upon his own competence, the Contractor or Owner has restricted the Architect's scope of professional services. In reliance on the Contractor's warranty and at the express request of the Contractor or Owner, the Architect has undertaken a limited scope of professional services. The construction documents provided by the limited services shall be termed "Builder's Plans" in recognition of the Contractor's sophistication. Construction will require that the Contractor adapt the "Builder's Plans" to the field conditions encountered, and make logical adjustments in fit, form, dimension and quantity that are treated only generally by the "Builder's Plans". In the event additional detail or guidance is needed by the Contractor or Owner for construction of any aspect of the project, he shall immediately notify the Architect. Failure to give a simple notice shall relieve the Architect of responsibility for the consequences.
- Dimensions are to rough stud, top of floor sheathing, face of concrete or masonry except as noted otherwise. Do not scale drawings. Exterior precast walls are 7" thick unless otherwise indicated. Interior frame walls are 3-5/8" thick unless otherwise indicated. Gypsum board sheathing is 5/8" thick unless otherwise noted. Rough door jamb offsets are 3" unless otherwise noted. Angles which appear to be 45 degrees are so unless otherwise indicated. Items which appear to be centered in the surface or assembly which they occupy, are so unless otherwise indicated.
- Fixtures, equipment, millwork, hardware, finishes which are not fully specified in the drawings shall be submitted to the Owner for approval prior to their acquisition and installation.

05 GENERAL NOTES

A01

MONARCH PARK PLACE



PLAN NOTES

- SEE GRADING PLAN FOR DRIVEWAY CURB CUTS, DRAINAGE CHANNELS AND OTHER SITE DETAILS NOT OTHERWISE SHOWN ON THIS PLAN.
- SEE 01/A02 FOR DIMENSIONING RELATED TO BUILDING ELEMENTS NOT OTHERWISE SHOWN ON THIS PLAN.
- SEE SHT A08 FOR TYPICAL CONSTRUCTION ASSEMBLIES NOTED THIS:

KEY NOTES

- NEW DRIVEWAY ALIGNS WITH EXISTING
- SEE 02/A01 FOR TRASH ENCLOSURE WALLS

01 SITE PLAN

A01 1" = 30.0'



Jerry Moore Associates

Architecture / Planning / Interiors
 1319 Spruce Street - Suite 205
 Boulder, Colorado 80302
 (303) 449-1887

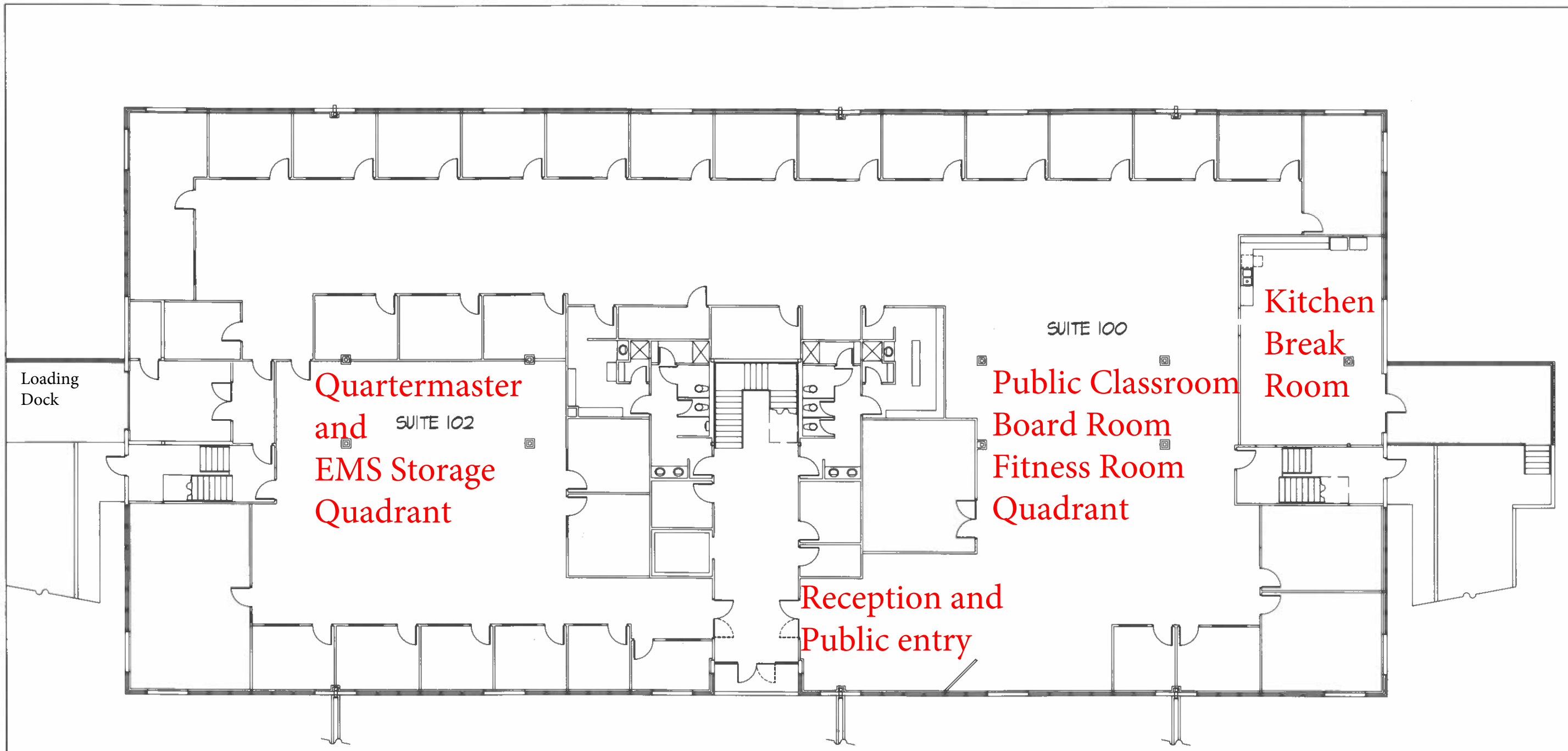
MONARCH PLACE
 Lot 2C, Monarch Park PUD Replat C
 Boulder County, Colorado

Chrisman Construction, Inc.

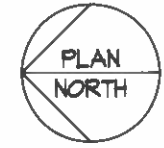
P.O. Box 772
 Niwot, CO 80544-0772
 Office: 449-0077
 Fax: 449-4273

A01

04/11/97	PERMIT
12/05/97	REVISION 2



01 FIRST FLOOR
A02



JM Associates, Inc.
Architecture / Planning

100 Rex 18190
Boulder, Colorado 80308
(303) 440-1817

Available Space - Suites 100 & 102

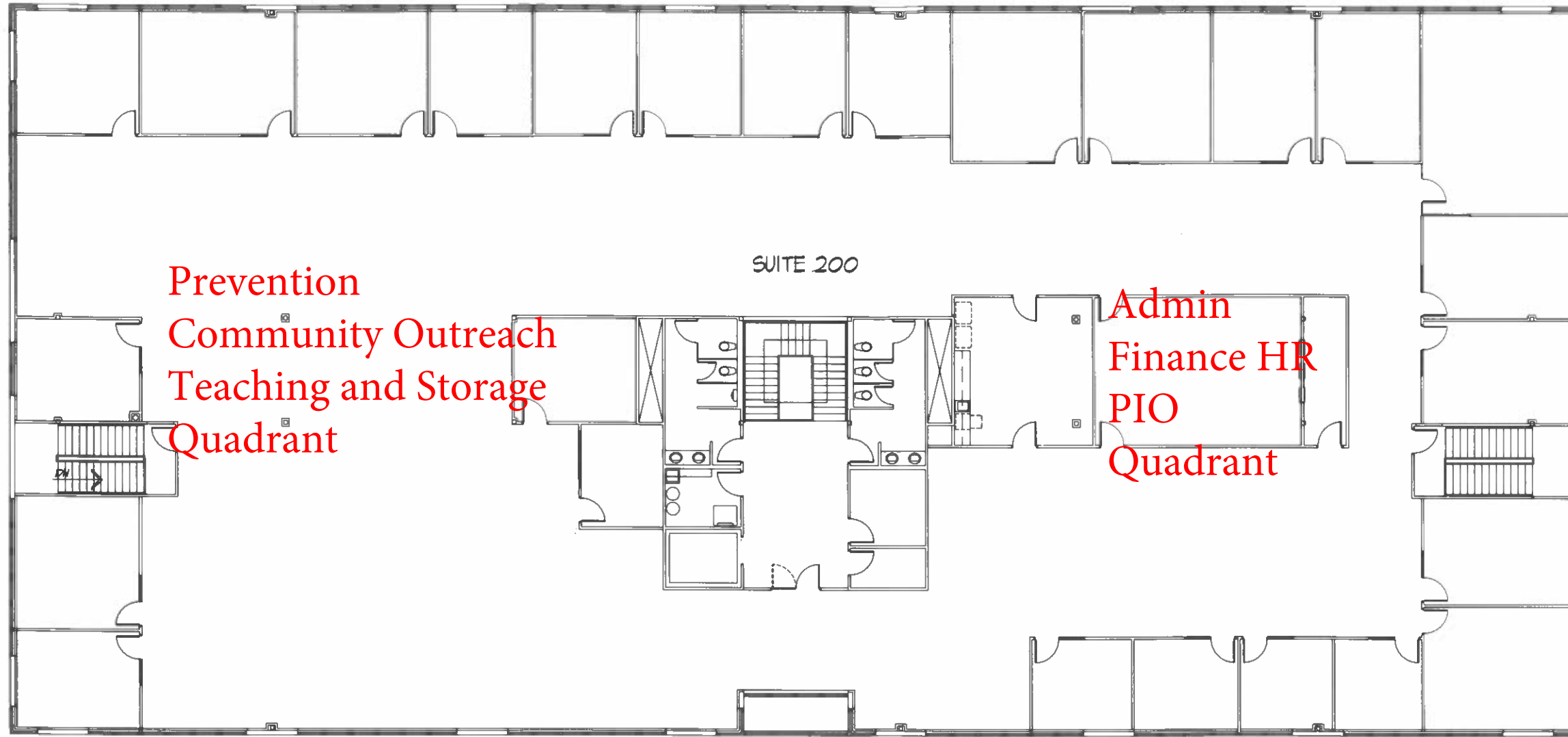
6328 Monarch Park Place
Boulder County, Colorado

804 W. South Boulder Rd
Suite 100
Louisville, CO 80027
Phone: 303-938-4800
Fax: 303-938-6201

CHRISMAN
COMMERCIAL

A02

02/10/20	MARKETING



SUITE 200

Prevention
Community Outreach
Teaching and Storage
Quadrant

Admin
Finance HR
PIO
Quadrant

01 SECOND FLOOR
A03



JM Associates, Inc.

Architecture / Planning
PO Box 18190
Boulder, Colorado 80308
(303) 449-1887

Lucky's Market Second Floor Expansion

6328 Monarch Park Place
Boulder County, Colorado

CHRISMAN
COMMERCIAL

264 W. South Boulder Rd
Suite 100
Boulder, CO 80501
Phone: 303-938-8200
Fax: 303-938-8201

A03

NO	AS BUILT

**Professional Design Services RFP
Master Scope of Services Matrix**

5	Storm Water Management Plan	x							NA
6	Drainage Plan: Submittals to agencies as required	x					x		
7	Utility Coordination	x					x		
8	Coordination with Fire Department	x					x		
9	Site Evaluation and Planning	x					x		
10	Flow Tests with Fire Department	x					x		
11	Architectural Design	x			\$79,000		x		
12	Civil Engineer Design	x			\$17,500		x		
13	Landscape Architect/Irrigation Design	x			\$0		x		
14	Structural Engineer Design	x			\$2,500		x		
15	Mechanical Engineer Design	x			\$26,650		x		
16	Electrical Engineer Design	x			\$27,600		x		
17	Lighting Engineer Design	x			\$0		x		
18	Plumbing Engineer Design	x			\$0		x		
19	Fire Suppression Design	x					x		As required for any updates to the system.
20	3D-Renderings and Animations	x			\$0		x		Basic 3D modelling is part of the base Interior Design and Architectural Fees
21	Acoustical Consultant	x			\$0		x		N/A
22	Cost Estimating Consultant	x			\$0		x	x	Cost Validation included in fees
23	Furniture Design Consultant (B253 TM -2007)	x					x		N/A
24	Interior Design (B252 TM -2007)	x			\$28,800		x		
25	Signage Design	x					x		N/A
26	Specifications Consultant	x			\$0		x		Included in Architectural Fee
27	Traffic Consultant	x							N/A
28	Coordination with Owner's Consultants	x			\$0		x		Included in Fees
29	Prepare and Present at Public Sessions and Board Meetings	x			\$0		x		Included in Architectural Fee
30	Commisioning (B211 TM -2007)								
31	LEED Certification (B214 TM -2007)						x		N/A
32	LEED Energy Modeling						x		N/A
33	LEED Registration and Documentation						x		N/A
34	Facility Support Services (B210 TM -2007)								Not anticipated
35	Security Evaluation and Planning (B206 TM -2007)	x			\$0		x		Included in Fees
36	PV Panel Design	x			\$0		x		N/A
37	Lightning Protection Design	x					x		As required by code, Design Team to analyze as part of proposal
38	Fast-track Design Services								N/A
39	Historic Preservation (B205 TM -2007)								N/A
40	Surveys (Flown, ALTA, TOPO)							x	Design Team and Owner to determine survey scope and data requirements
41	Code Analysis	x			\$0		x		Included in Fees
42	Zoning Analysis	x			\$0		x		Included in Fees
43	Steel Stud Framing Design and Engineering						x		
44	Prepare and Issue Meeting Minutes	x			\$0		x		Included in Fees
45	Prepare documents for power application with electrical utility and submit key information as required.	x			\$0		x		Included in Fees
46	Prepare bid packages for phasing of construction	x			\$0		x		Included in Fees
47	Generate bid alternates	x			\$0		x		Included in Fees
48	Prepare Comcheck submittal as required	x			\$0		x		Included in Fees
49	Rezoning process								
50	Prepare a submittal log for the contractor to follow based on specifications	x			\$0		x		Included in Fees
51	Documentation of owner existing Furniture Fixtures and Equipment	x			\$0		x		By Wember
52	Assist in grant writing by providing key information to Owner								
53	Submit applications as required for Town Planning or Zoning Approval Processes	x			\$0		x		Goal is to not involve planning as part of our scope
54	Prepare bid packages, chair pre-bid meeting, log results	x					x		
55	Prepare response to bidders questions, issue addendums	x					x		
56	Construction: Observation and Field Reports	x			\$0		x		Included in Fees
57	Construction: Review material inspection reports and advise if corrections are required	x					x		
58	Construction: Review and make recommendations related to shop drawings	x			\$0		x		Included in Fees
59	Close Out: Project Record Documents: Generate As-Builts in paper format including ASI, RFI's and install locations.			x	\$0		x	x	Included in Fees
60	Close Out: Project Record Documents: Review contractors posted sets during and after construction completion			x	\$0			x	Included in Fees

**Professional Design Services RFP
Master Scope of Services Matrix**

61	Close Out: Project Record Documents: Generate As-Builts in Revit or Autocad format and PDF			x	\$0			x		Included in Fees
62	Close Out: Prepare letter of substantial completion			x	\$0			x		Included in Fees
63	Close Out: Assist Owner on resolution of warranty items			x	\$0		x	x		Included in Fees
64	Close Out: Attend 11 and 23 month walk throughs of facility			x	\$0		x	x	x	Included in Fees
B. Procurement					\$0					
1	A/V, Telephone, Paging Design	x						x	x	
2	IT/Data, Network, Cable Design	x						x	x	
3	Programming Consultant	x						x		
4	Landscape Architect/Irrigation Design	x						x		
5	Architectural Firm	x						x		
6	Civil Engineer	x						x		
7	Structural Engineer	x						x		
8	Mechanical Engineer	x						x		
9	Electrical Engineer	x						x		
10	Lighting Engineer/Designer	x						x		
11	Plumbing Engineer	x						x		
12	Acoustical Consultant							x		
13	Cost Estimating Consultant	x						x		
14	Furniture Design Consultant	x						x		
15	Interior Design Consultant	x						x		
16	Signage Design Consultant	x						x		
17	Specifications Consultant	x						x		
18	Traffic Consultant	x								N/A
19	Commissioning Consultant	x							x	
20	LEED Consultant	x						x		Sustainability and energy efficient
21	Security Consultant	x							x	
22	PV Panel Consultant	x							x	
23	Historic Preservation Consultant									N/A
24	Environmental Surveys (Phase I and Phase II)	x							x	
25	Surveys (Flown, ALTA, TOPO)	x							x	
26	Testing & Inspection (Soils)	x							x	Soils Report
27	Testing & Inspection (Construction Materials)	x							x	Testing during construction
28	Code Consultant							x		
29	Moving Consultant	x							x	
30	Hazmat Analysis	x							x	
31	Building Demolition Crew									n/a
C. PRE-CONSTRUCTION					\$0					
1	Review Design Concepts	x						x	x	x
2	Develop Bid Packages for sub contractors	x						x	x	
3	Material Selection and Availability Recommendations	x						x	x	
4	Building Systems Recommendations	x						x	x	
5	Coordinate Owner-Supplied Equipment	x							x	
6	Life Cycle Costing Analysis	x						x	x	
7	Equipment Selection and Availability Review	x						x	x	
8	Subcontractor Availability Review	x						x		
9	Construction Logistical & Execution Plan	x						x		
D. PROJECT COST CONTROL					\$0					
1	Master Budget; Generate and update	x								x
2	Recommend approval of Contractor Invoices	x							x	x
3	Manage cost of Alternates (trend log)	x						x	x	
4	Schematic Design Cost Estimate and Review	x						x	x	
5	Design Development Cost Estimate and Review	x						x	x	
6	Construction Document Estimate and Review	x						x	x	
7	Guaranteed Maximum Price Cost Estimate	x						x		
8	Construction Cash Flow Projections (Monthly)	x						x	x	
9	Review estimates for accuracy and value engineering ideas	x						x	x	x
10	Verify Correctness of Quantities & Prices of Change Orders	x							x	x
11	Continuous Project Cost Input and Response to Design Team Queries	x						x		x
E. PROJECT SCHEDULING					\$0					
1	Generate Design Schedule of Events	x							x	
2	Master Schedule of Events including Owner items	x								x
3	Preconstruction Activity Schedule (Bar Chart)	x						x	x	
4	Construction Activity Schedule (CPM)			x				x		

**Professional Design Services RFP
Master Scope of Services Matrix**

5	Const Activity Schedule w/ Milestones (CPM Updates)			x				x					
6	Shop Drawing & Submittal Schedule / Procedure			x				x	x			Design team review then owner review	
7	Mock-Up Schedule & Procedure			x				x	x				
8	Generate and coordinate phasing sched w/ Owner			x				x			x		
9	Short-Interval Schedules			x				x					
10	Occupancy Schedules			x				x			x		
F. SUBCONTRACTOR SELECTION / PURCHASING											\$0		
1	Set Prequalification Criteria <i>including local provisions</i>	x						x	x	x			
2	Recommend Subcontractor Selection Methods	x						x	x	x			
3	Recommend Subcontractor Award Methods	x						x		x			
4	Develop Subcontractor Interest	x						x		x			
5	Prepare Bidding Schedules	x						x					
6	Issue Plans, Specifications & Addenda	x						x					
7	Receive Bids	x						x					
8	Analyze Bids	x						x	x	x			
9	Recommend Award	x						x	x	x			
10	Determine Local Manpower Availability	x						x					
11	Prepare Subcontracts & Supplier Contracts	x						x					
G. CONTRACT DOCUMENT COORDINATION											\$0		
1	Constructability Review & Recommendations	x						x		x			
2	Review For Inclusion of All Work	x						x	x				
3	Review For Adequately Phased Construction	x						x	x	x			
4	Identify Long-Lead Items	x						x					
5	Identify Commodity Shortages	x						x					
6	Review and Coordinate Installation of Owner Supplied Fixed Equip			x				x	x	x			
H. ARCHITECT STAFF											\$0		
1	Principal			x						x			
2	Project Manager			x						x			
3	Project Architect			x						x			
4	Drafter			x						x			
5	Administrative / Clerical			x						x			
I. GENERAL CONTRACTOR STAFF											\$0		
1	Corporate Executives			x						x			
2	Principal In Charge			x						x			
3	Project Executive			x						x			
4	Operations Manager			x						x			
5	Construction Manager			x						x			
6	Project Manager			x						x			
7	Project Engineer			x						x			
8	Mechanical & Electrical Coordinator			x						x			
9	Safety Manager / Field Audit / Training			x						x			
10	Human Resources			x						x			
11	Secretarial			x						x			
12	Project Estimating			x						x			
13	Project Accounting			x						x			
14	Project Scheduling			x						x			
15	Project Purchasing			x						x			
16	Project Superintendent(s)			x						x			
17	Assistant Superintendent(s) (as required)			x						x			
18	Field Engineer(s) (as required)			x						x			
19	Mechanical & Electrical Coordinator(s) (as required)			x						x			
20	Quality Control Engineer (As Required)			x						x			
21	Project Assistant / Clerk / Typist (As Required)			x						x			
22	Safety Engineer (As Required)			x						x			
23	Field Accounting (as required)			x						x			
24	Registered Surveyor (As Required)			x						x			
												n/a	
J. QUALITY CONTROL / WARRANTY											\$0		
1	Develop & Submit Construction Safety Plan	x								x			
2	Testing & Inspection (Construction Materials)											x	
3	Soils Investigations / Geotechnical Reports											x	
4	Environmental Surveys											x	
5	HAZMAT Analysis											x	
6	Environmental Cleanup Coordination / Govt Document											x	
7	Project Progress Photographs			x						x	x	x	
8	Field Reports			x						x	x	x	
9	Warranty Inspections Coordination			x						x	x		

**Professional Design Services RFP
Master Scope of Services Matrix**

10	Air & Water Balancing										Documents to be reviewed and approved by engineers
11	Operator On-Site Training			X				X			
12	Prepare Operation and Maintenance Manuals			X				X	X		
13	Review Operation and Maintenance Manuals			X					X	X	Architect review prior to Owner
14	Attend 11 and 23 month walk throughs of facility and assist on closing out warranty items			X				X	X	X	
15	Drug Testing & Screening (Field Personnel)			X				X			
16	Attend punch list walk throughs, prepare punch list, track items through completion			X				X	X	X	Contractor led. Use unified form or software to prepare, track and close out punch list items
K. TEMPORARY FACILITIES											
\$0											
1	Temporary Field Office Facility			X				X			
2	Field Office Furniture & Equipment			X				X			
3	Field Office Copier(s)			X				X			
4	Field Office Fax Machine(s)			X				X			
5	Field Office Computer(s) & Software			X				X			
6	Field Office Supplies			X				X			
7	GC's Storage Trailers / Sheds			X				X			
8	Field Office Equipment Maintenance & Repairs			X				X			
9	Architect / Engineer Temporary Office			X				X			
10	Project Sign			X				X			
11	Directional / Warning Signs			X				X			
12	Bulletin Boards			X				X			
13	Potable Drinking Water / Ice / Cups			X				X			
14	Temporary Toilets / Sanitary Sewer			X				X			
15	Temporary Construction Fencing			X				X			
16	Barricades			X				X			
17	Covered Walkways			X				X			
18	Safety Equipment			X				X			
19	First Aid Station & Supplies			X				X			
20	Handrails / Toe Boards / Opening Protection			X				X			
21	Safety Nets			X				X			
22	Temporary Stairs			X				X			
23	Fire Extinguishers			X				X			
24	Flagman / Traffic Control			X				X			
25	Job Hauling Charges			X				X			
26	Site Security			X				X			
L. TEMPORARY UTILITIES											
\$0											
1	Temp Telephone Install Equipment & Monthly Fee			X				X			
2	Telephone Expense (Long Distance Charges)			X				X			
3	Telephone Expense (Internet Charges)			X				X			
4	Cellular Phone Charges			X				X			
5	2-Way Radio Equipment			X				X			
6	Temporary Electrical Service / Distribution			X				X			
7	Temporary Electrical Wiring & Lighting			X				X			
8	Light bulbs & Temp Electrical Maintenance			X				X			
9	Electrical Power Consumption Expense			X				X			
10	Temporary Water Service / Distribution			X				X			
11	Temporary Water Consumption Expense			X				X			
12	Temporary Gas Service / Distribution			X				X			
13	Temporary Gas Service Consumption Expense			X				X			
14	Temporary Field Office Heating Energy Cost			X				X			
15	Temporary Heating Service (Permanent System)			X				X			
16	Permanent Heat System Filter Replacement			X				X			
17	Maintenance Cost (Permanent Heat System)			X				X			
M. CLEAN-UP											
\$0											
1	Daily Clean-Up			X				X			
2	Final Clean-Up			X				X			
3	Final Glass Cleaning			X				X			
4	Debris Hauling/Removal			X				X			
5	Trash Chutes			X				X			
6	Trash Dumpsters			X				X			
7	Dump Permits & Fees			X				X			
8	Dust Control			X				X			
9	Street Cleaning			X				X			
N. WEATHER PROTECTION											
\$0											
1	Remove Snow & Ice			X				X			
2	Temporary Enclosures (Buildings)			X				X			

**Professional Design Services RFP
Master Scope of Services Matrix**

3	Temporary Weather Protection for Sub Trades			x					x				
O. ON-SITE EQUIPMENT / HOISTING													\$0
P. LEED CERTIFICATION													\$0
1	MR2.1 Const Waste Management, Salvage or Recycle 50%			x					x				project is not LEED but consideration for sustainable practices are being incorporated
2	MR2.2 Const Waste Management, Salvage Additional 25%			x					x				
3	MR5.1 Local/Regional Materials, 20% Manufactured Locally												N/A
4	MR5.2 Local/Regional Materials, 10% Harvested Locally												N/A
5	IAQ3.1 Construction IAQ Management Plan, Const												N/A
6	IAQ4.1 Low-Emitting Materials, Adhesives & Sealants												N/A
7	IAQ4.2 Low-Emitting Materials, Paints												N/A
8	IAQ4.3 Low-Emitting Materials, Carpet												N/A
9	IAQ4.4 Low-Emitting Materials, Composite Wood												N/A
Q. DOCUMENT REPRODUCTION / PRINTING													\$0
1	Schematic Drawings & Specifications	x								x			
2	Design Document Drawings & Specifications	x								x			
3	Construction Drawings & Specifications	x								x			
4	Subcontractor / Supplier Prequalification Forms			x					x				
5	Bidding Instructions			x					x				
6	Postage & Express Delivery Costs			x					x	x			
7	Subcontract & Supplier Contract Agreement Forms			x					x				
8	Shop Drawing Reproduction			x					x	x			digital
9	As-Built Documents (Mark-ups & Recording)			x					x	x			
R. INSURANCE & BONDS													\$0
1	Design professional liability insurance	x								x			
2	Builder's Risk Insurance			x					x				
3	Builder's Risk Deductable			x					x				
4	Special Insurance - O & E	x		x						x			
5	General Liability Insurance			x					x	x			
6	Umbrella Liability Insurance			x					x				
7	Excess Liability Insurance			x					x				
8	Completed Products Insurance			x					x				
9	Professional Liability Insurance			x					x	x			
10	Workman's Compensation Insurance (GC's Only)			x					x	x			
11	FICA / Medicare Insurance (GC's Only)			x					x				
12	Federal Unemployment Insurance (GC's Only)			x					x				
13	State Unemployment Insurance (GC's Only)			x					x				
14	Payment & Performance Bond			x					x				
15	Subcontractor & Supplier Bonds			x					x				
S. PERMITS & FEES													\$0
1	Foundation Permit												N/A
2	Superstructure Permit												N/A
3	Building Permit (General)										x		
4	Mechanical Building Permit			x					x				
5	Electrical Building Permit			x					x				
6	Plan Check Fees										x		
7	Street Use Permit												N/A
8	Curb & Gutter Permit												N/A
9	Sidewalk Permit												N/A
10	Street / Curb Design Charge												N/A
11	Sign Permits												N/A
12	Site Drainage (Erosion Control) Permit			x					x				
13	Electrical Primary Construction Fee												N/A
14	Water Service Construction Fee												N/A
15	Gas Service Construction Fee												N/A
16	Water Tap (Inspection) Fee												N/A
17	Sanitary Tap (Inspection) Fee												N/A
18	Storm Tap (Inspection) Fee										x		
19	Special Tap Fees												N/A
20	Contractor's Licenses			x					x				
21	Zoning Fees												N/A
22	Construction Equipment Licenses												N/A
23	Construction Equipment Permits												N/A
T. OTHER COSTS													\$0

**Professional Design Services RFP
Master Scope of Services Matrix**

1	Sales & Use Taxes (As Required)								Owner is a tax exempt entity? however it is the responsibility of the CM to confer with governing entities to determine the actual tax liability for the project as such taxes need to be part of the construction budget.
2	Davis Bacon/Prevailing wages								N/A
3	Creation of Owner Moving Transition Manual, RFP and management							X	
4	Owner Moving Costs							X	
5	Video record with proper sound system Owner Training			X			X		
U. ADDITIONAL ITEMS \$0									
1	(enter additional items as necessary)							X	
2	(enter additional items as necessary)							X	
3	(enter additional items as necessary)							X	
4	(enter additional items as necessary)							X	
5	(enter additional items as necessary)							X	
6	(enter additional items as necessary)							X	
7	(enter additional items as necessary)							X	
8	(enter additional items as necessary)							X	
9	(enter additional items as necessary)							X	
10	(enter additional items as necessary)							X	

EXHIBIT D

3.0 SCHEDULE OF PERSONNEL BILLING RATES

RESPONDENT: _____

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR
Principal	\$ _____
Associate Principal	\$ _____
Owner	\$ _____
Project Architect	\$ _____
Architect	\$ _____
Intern Architect	\$ _____
Senior Engineer	\$ _____
Engineer	\$ _____
Engineer In Training	\$ _____
Urban Designer	\$ _____
Senior CAD Operator	\$ _____
CAD Operator	\$ _____
Licensed Surveyor	\$ _____
Other:	\$ _____
Other:	\$ _____
Other:	\$ _____



MOUNTAIN VIEW FIRE RESCUE

TRUST • TEAMWORK • PROFESSIONALISM

Upcoming Board Items

April 16 th Meetings:	Regularly Scheduled Foundation and Board Meetings
April 25 th Special Meeting:	Discussion Item: Collective Bargaining Resolution
May 21 st Meeting:	Regularly Scheduled Meeting
June 6 th Event	Promotion and Swearing-In ceremony, 1 pm at United Power
June 13 th Special Meeting:	Negotiation Prep
June 18 th Meeting:	Regularly Scheduled Pension and Board Meetings
July 16 th Meeting:	Regularly Scheduled Meeting
July 25 th Special Meeting:	
August 20 th Meeting:	Regularly Scheduled Meeting
September 9-12:	SDA Conference in Keystone. Afternoon of the 9 th through mid-day of the 12 th .
September 17 th Meeting:	Regularly Scheduled Pension and Board Meetings
October 8 th Meeting:	2025 Budget Presentation
October Special Meeting:	Discussion Item: 2025 Budget
November 19 th Meeting:	Regularly Scheduled Meeting
December 10 th Meeting:	Adoption of the 2025 Budget

Projects

Collective Bargaining Resolution
Strategic and Master Plans
Negotiations Preparation



COLORADO
PREPAREDNESS
& RESPONSE
NETWORK

Laura McConnell, Board of Directors President
Mountain View Fire Rescue
3561 North Stagecoach Road
Longmont, Colorado

RE: Letter of Appreciation

On behalf of the Colorado Preparedness & Response Network (CPRN), I want to thank Mountain View Fire Rescue (MVFR) for its continued partnership with the Colorado Preparedness & Response Network (CPRN), and its unyielding dedication to industry worker, first responder, and community safety.

As you know, President McConnell, I am very grateful for the ability to easily collaborate with your team members and the leadership at MVFR. I have had the pleasure of working directly with Lieutenant Nathaniel Kelley, Captain Cody Bennett, and Public Information Officer (PIO) Rick Tillery since I became the Managing Director in 2022. The CPRN Board of Directors also mentioned the great relationships they have with Deputy Fire Marshal Doug Saba and Fire Chief Dave Beebe. We have found that our CPRN Core Values of being *Impact-Driven*, promoting *Teamwork*, and prioritizing *Integrity* align with the MVFR Values of *Trust, Teamwork and Professionalism*.

Lieutenant Kelley continues to lead our combined research into Non-PFAS firefighting foams and the newer encapsulating agents (EAs). This week he is at the Clean Waterways Conference in Cincinnati, Ohio, presenting on the two rounds of testing that we have done with Civitas Resources and Chevron. His work has been praised by both industry and academia for using the scientific method to determine the effectiveness of the new more environmentally friendly products. The lieutenant has also networked with foam working groups across the country, and, last year, he was even invited to be a speaker at the LASTFIRE Foam Summit in Vernon, France. Unfortunately, our non-profit organization did not have the budget to send him and there was not a virtual option for his presentation. This Spring we will confederate with the University of Massachusetts (Lowell) Zuckerberg College of Health Sciences to investigate the by-products that are released when Non-PFAS firefighting foams are applied to flammable liquid fires. It is our hope that this third round of research will help us better protect firefighters deploying foam.

Captain Bennett is a regular fixture at our bi-monthly CPRN Stakeholder Meetings. He lends his firefighting and hazardous materials expertise to all that attend, both our industry partners and the fire districts from Weld, Adams, Larimer, Arapahoe, and Broomfield Counties. Captain Bennett has also assisted with our research projects and training days at the Guttenberg Yard, a Civitas training facility for local firefighters in the Denver-Julesburg (DJ) Basin.



COLORADO
PREPAREDNESS
& RESPONSE
N E T W O R K

PIO Rick Tillery recently used his expert media skills to edit and produce a 2.5-hour video of our CPRN Oil & Gas 101 training. This is a course for firefighters taught by our Training Director, Greg Becker. It familiarizes first responders with the equipment and hazards on oil & gas sites and with pipelines containing hazardous substances (industry's upstream and midstream). Mr. Tillery's high quality video has been distributed to most of the fire districts in Northern Colorado.

As you can see, MVFR is working beyond your fire district, always displaying your values, and consistently assisting the CPRN to better the entire region. Chief Beebe leads a great team of professionals. Please convey our sincerest thanks for their hard work, and I look forward to speaking with you soon.

Respectfully,

Dan Frazen
Managing Director