



BOARD OF TRUSTEES

Regular Session Agenda

Monday, October 7, 2024

5:00 p.m.

LINC Library Innovation Center

501 8th Avenue, Greeley, CO 80631

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<https://www.mylibrary.us/hpldboardmeetings>. To view the Board meeting online, use this link and select the date of the meeting you want to join. If you have public comments, you may submit questions at the time of signing up for the meeting. All participants will be muted.

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If you wish to address the Board via Public Comment, please attend the meeting in person. If you are unable to attend in person, you can submit public comments to the Board prior to the Board meeting via Formstack: https://hpld.formstack.com/forms/board_questions

The High Plains Library District Board may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

1.0 OPENING OF MEETING

- 1.1 Roll Call and Pledge of Allegiance
- 1.2 Approval of Agenda
- 1.3 Approval of Consent Agenda
 - a. September 16, 2024 Regular Session Meeting Minutes
- 1.4 The Good We Do
- 1.5 Public Comment

2.0 ITEMS FOR INFORMATION/ACTION

- 2.1 Preliminary Budget (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.2 Executive Director Annual Performance Appraisal (Information) – Eric Ewing, HPLD Human Resources Associate Director
- 2.3 2025 Holiday Schedule (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.4 HPLD Vision and Values (Information) - Dr. Matthew Hortt, HPLD Executive Director
- 2.5 Farr Regional Library Refresh Contract (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.6 DSS Expansion GMP (Action) - Dr. Matthew Hortt, HPLD Executive Director

3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director
 - a. November 18, 2024 RS
- 3.2 District Updates – Dr. Matthew Hortt, HPLD Executive Director

4.0 BOARD COMMENTS

- 4.1 Chair Report
- 4.2 Vice-Chair
- 4.3 Secretary/Treasurer
- 4.4 Committees
- 4.5 Other Board Members

5.0 ADJOURNMENT

Upcoming meetings:

November 18, 2024, 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
Eaton Public Library, 132 Maple Avenue, Eaton, CO 80615



**BOARD OF TRUSTEES
Regular Session Minutes
Monday, September 16, 2024
5:00 p.m.**

**HPLD Administration & Support Services Building
2650 W. 29th Street, Greeley, CO 80631**

1.0 OPENING OF MEETING AT 5:10PM

1.1 Roll Call and Pledge of Allegiance

All Trustees were Present unless noted:

Chair Mary Heberlee
Vice-Chair Joyce Smock
Secretary/Treasurer Nick Nakamura
Trustee Deana Lemos-Garcia
Trustee Teresa Nuñez attended virtually
Trustee Gerri Holton
Trustee Michael Wailes

Quorum was established.

Also Attending were:

HPLD Staff: Dr. Matthew Hortt, Marjorie Elwood, Natalie Wertz, Niamh Mercer, Rebecca Libersat, Rick Medrano, and Kim Parker

Legal Counsel William Garcia

Guests: Tony Brewer, Kristi Plumb

Chair Heberlee read the following statement into record:

High Plains Library District is dependent on the trust of its community to successfully achieve its mission. Therefore, it is crucial that all Trustees conduct business on behalf of the High Plains Library District with the highest level of integrity, truth, and honor, avoiding any impropriety or the appearance of impropriety.

1.2 Approval of Agenda

Dr. Hortt requested that item 2.1 be moved to 2.3.

MOTION to approve the agenda as amended: Trustee Gerri Holton

SECOND: Secretary/Treasurer Nick Nakamura

DISCUSSION: None

VOTE: 6:0

1.3 Approval of Consent Agenda

a. August 19, 2024 Regular and Executive Session Meeting Minutes

MOTION to approve the consent agenda: Secretary/Treasurer Nick Nakamura

SECOND: Vice-Chair Joyce Smock
DISCUSSION: None
VOTE: 6:0

1.4 The Good We Do

Dr. Hortt recapped this summer's successful Summer Reading Adventure for ages 0 through 18. The goal was to have 3,750 participants, and the District is pleased to announce that there were 4,855 registered. This year's project was about trying new things, and 1700 participants visited a library or the bookmobile, 1500 played a game with friends or family, 1450 read a book cover to cover, and 1400 looked outside to watch for wildlife, to name a few of the activities. Two hundred twenty-four people responded to a survey at the close of the program, and 91% of the respondents learned something new, 90% enjoyed reading more, 85% read more often during the event, and 92% wanted to use the library more.

1.5 Public Comment
No public comment

2.0 ITEMS FOR INFORMATION/ACTION

2.1 Owner's Rep Request from Milliken Library Project (Action) - Dr. Matthew Hortt, HPLD Executive Director & Dan Spykstra, Wember Inc.

In 2019, the HPLD Board approved the Member Libraries' use of HPLD's contracted Owner's Representative Services within the guidelines that were established. The former middle school in the Johnstown/Milliken school district is being remodeled and will become the new elementary school. Not all the space will be used for the new school, and it has been proposed that some of the extra space be converted into a Milliken public library. Some of the opportunities the new building would provide are more programming, such as cooking programs in the Home Ec classroom; meeting rooms; and a larger library than the current space. Even though it would be in the school, it would function as a public library, not a school library.

Also, the Board had approved an Owner's Rep Task Order for Hudson for this year, but it has not been utilized. Hudson has requested that the dollars be rolled over into the 2025 budget.

Staff recommend that the Board approve Milliken's Owner's Rep request up to \$100,000 and renew the approval of Hudson's Owner's Rep Task Order.

MOTION to approve the Owner's Rep Task Order for the Milliken Library project and renew the approval of the Hudson Library's Owner's Rep Task Order from 2024: Trustee Michael Wailes

SECOND: Secretary/Treasurer Nick Nakamura
DISCUSSION: None
VOTE: 6:0

2.2 Carbon Valley Regional Library Refresh Contract (Action) - Dr. Matthew Hortt, HPLD Executive Director

PCL is doing the construction on both the CVR and Farr remodels. Staff have been working with Legal Counsel, Wember, and PCL to get the contract to a place where it can be presented

to the Board, but the parties have not been able to agree on using the term “suspend the contract” vs. “terminate the contract” in article 14. The scenarios are not likely to take place; but if the District agrees make this change, that will be the new normal and it could open up the possibility of liability in the future.

After discussion, the direction from the Board is to stay with the term “suspension”, not “termination”, in this contract.

MOTION to approve the contract as written: Trustee Michael Wailes

SECOND: Trustee Deana Lemos-Garcia

DISCUSSION: None

VOTE: 6:0

- 2.3 Closure of Farr and Carbon Valley Regional Libraries for Remodeling (Action) - Dr. Matthew Hortt, HPLD Executive Director

By closing the buildings for up to 3 weeks during remodel, as was done at Centennial Park Library’s refresh, the District would save \$10,000 to \$18,000. This is especially important because moving the stacks will cost four times higher than it did for CP’s remodel.

MOTION to approve the closure of Carbon Valley and Farr Regional Libraries for up to three weeks during construction: Secretary/Treasurer Nick Nakamura

SECOND: Trustee Gerri Holton

DISCUSSION: None

VOTE: 6:0

- 2.4 New Raymer MOU/Lease (Information) - Dr. Matthew Hortt, HPLD Executive Director

The New Raymer Mercantile building that will house the Public Computer Center will lose its insurance without a lease between the Friends of Raymer and HPLD. Dr. Hortt recommended rewriting the MOU to enter into an annual lease for \$1,200 per year, the amount of the library support fund in the MOU. Dr. Hortt asked for feedback from the board.

Direction from the Board is to create a lease with Raymer.

INFORMATION ONLY, NO ACTION TO BE TAKEN

- 2.5 Town of Mead IGA (Action) - Dr. Matthew Hortt, HPLD Executive Director

Secretary/Treasurer Nick Nakamura recused himself at 6:10pm.

The Town of Mead has agreed to the changes HPLD proposed for the IGA, so staff recommends approving it .

MOTION to approve the IGA with the Town of Mead: Trustee Gerri Holton

SECOND: Trustee Deana Lemos-Garcia

DISCUSSION: None

VOTE: 5:0

Secretary/Treasurer Nakamura reentered the meeting at 6:12pm.

- 2.6 Hill-N-Park MOU (Action) - Dr. Matthew Hortt, HPLD Executive Director

Discussion was continued from last month’s board meeting, resulting in unanimous support of the Hill-n-Park MOU.

MOTION to approve the Hill-N-Park MOU and direct the Executive Director to sign it:

Trustee Deana Lemos-Garcia

SECOND: Secretary/Treasurer Nick Nakamura

DISCUSSION: None

VOTE: 6:0

- 2.7 HPLD Vision and Values (Information) - Dr. Matthew Hortt, HPLD Executive Director
In 2020, the Board approved a new Mission and Vision for the District, but Values have not been addressed until now. The proposed version includes both Baldrige principals, an outward-facing component, and library values, which are an inward-facing component. After discussion, Trustees asked that this be tabled until next month to allow time to think about it. Dr. Hortt will make some of the changes that were suggested and send them to the Board.

INFORMATION ONLY, NO ACTION TO BE TAKEN

- 2.8 Policy Updates – Security Cameras (Action) - Dr. Matthew Hortt, HPLD Executive Director
The updates are being made because of the sunset of the Patriot Act and the subsequent adoption of the U.S. Freedom Act. The changes allow employees to let their manager know if the U.S. Freedom Act has been used to request library records. The Patriot Act did not allow that.

MOTION to approve the recommended policy amendment: Trustee Deana Lemos-Garcia

SECOND: Vice-Chair Joyce Smock

DISCUSSION: None

VOTE: 6:0

- 2.9 Preliminary tax revenue for 2025 (Information) - Dr. Matthew Hortt, HPLD Executive Director
Preliminary tax revenue numbers indicate a 20% reduction in revenue next year. Even with the reductions, revenue will still be higher than the operating budget.

INFORMATION ONLY, NO ACTION TO BE TAKEN

3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director

a. October 7, 2024 RS

The Vision and Values discussion will be added to next month's agenda.

- 3.2 District Updates – Dr. Matthew Hortt, HPLD Executive Director

Yes!fest attendance was up by 200 people from last year.

LINC will host the Governor's Colorado Workforce Development Council quarterly meeting.

Planning continues on the Carbon Valley and Farr refreshes.

The opening of the Grover Library is anticipated to be in early November. The responses from the community have been good so far.

4.0 BOARD COMMENTS

- 4.1 Chair Mary Heberlee reported that interviews for the two Board open slots will be held next month. She went to Yes!fest, which was really exciting, and she was amazed at the number of people there. She's been attending Northern Plains Public Library board meetings, and it appears that there will be changes at the Eaton library.
- 4.2 Vice-Chair Joyce Smock was delighted to see the Outreach vehicles tonight. And it will be interesting to see the vending machine up and running in Galeton.
- 4.3 Secretary/Treasurer Nick Nakamura went to Yes!fest, and he gave kudos to the LINC staff because it was a great event. Also, the Finance Committee met last week to take a first look at next year's budget.
- 4.4 Other Board Members
- Trustee Deana Lemos-Garcia reported that the Friends & Foundation Innovation Luncheon will be held on October 1st.
 - Trustee Teresa Nuñez reported that interviews for Friends & Foundation board will be held on September 27th. Also, Carbon Valley Regional Library's arts and music festival will be held at the end of the month, and she has a Vintage Childrens Books display, which consists of about 100 books from as far back as the 1800s, in the library.
 - Trustee Gerri Holton attended Bob Grand's memorial service. It was very nice and a meaningful day. Also, she'd like to have a former board trustees gathering.
 - Trustee Michael Wailes attended Yes!fest, which was super exciting. It was great seeing how engaged the kids were, and he added that we should take this on the road.

5.0 EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4) at 7:01

- 5.1 C.R.S. § 24-6-402(4) (b) Receiving legal advice on specific legal questions from an attorney – litigation filed by Rosa Granado

MOTION to adjourn from Regular Session and enter into Executive Session under C.R.S. § 24-6-402(4), Pursuant to section C.R.S. § 24-6-402(4) (b), for the sole purpose of receiving legal advice from legal counsel regarding litigation filed by Rosa Granado:

Secretary/Treasurer Nick Nakamura

SECOND: Vice-Chair Joyce Smock

DISCUSSION: None

VOTE: 6:0

An Executive Session of the High Plains Library District was convened at 7:01pm under C.R.S. § 24-6-402(4), Pursuant to section C.R.S. § 24-6-402(4) (b), for the sole purpose of receiving legal advice from legal counsel regarding litigation filed by Rosa Granado. Attending were Board Trustees Mary Heberlee, Joyce Smock, Nick Nakamura, Deana Lemos-Garcia, Teresa Nuñez, Gerri Holton, and Michael Wailes; Legal Counsel William Garcia; and HPLD's Dr. Matthew Hortt and Natalie Wertz. During the Executive Session, the Board conferred with an attorney and did not engage in substantive discussion of any matter not enumerated in C.R.S. § 24-6-402(4). The Board did not adopt any policy, position, resolution, rule, regulation, or take any formal action. The session was adjourned at 7:55p.m.

6.0 ADJOURNMENT AT 7:56PM

There being no further business,

MOTION to adjourn the meeting: Secretary/Treasurer Nick Nakamura
SECOND: Trustee Deana Lemos-Garcia
DISCUSSION: None
VOTE: 6:0

Upcoming meetings:

October 7, 2024 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
LINC Library Innovation Center, 501 8th Avenue, Greeley, CO 80631

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: October 7, 2024
Type of item: Action
Subject: Proposed Budget for 2025
Presented by: Matthew Hortt, Executive Director, & Natalie Wertz, Finance Manager
Recommendation: Staff recommend that the board accept the proposed budget and schedule the public hearing and final vote for the December 9, 2024 board meeting

Background

As required by state statute, we are presenting the proposed budget for 2025. Below is a summary.

Property Tax	\$54,267,111
Specific Ownership Tax	1,440,000
Other Revenue	<u>1,310,801</u>
Total Revenues	\$57,017,912

Salaries	\$14,841,968
Benefits	5,732,404
Other Operations	<u>10,254,235</u>
Total Operations	\$30,828,607

Capital Outlay	29,803,444
Distributions to Member Libraries	<u>11,851,964</u>
Total Expenditures	\$72,484,015

Decrease in Net Assets	<u>\$15,466,103</u>
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The 2025 proposed budgeted revenues have decreased 19.23% from the 2024 budget. The major source of revenue for the District is derived from a proposed 3.177 mill levy for operations applied to the assessed value of portions of Weld and Boulder County properties.

The 2025 proposed budget includes funds for a Mead Library, renovations at Carbon Valley Library, renovations at Farr Library, DSS Expansion, and a quality level of library services. The proposed budget includes planning for a 4% merit increase for staff and additional personnel to support the innovation spaces, event activity and facility use, and provide other library services. Since the certificates of participation were paid off in December 2019, there is no proposed 2025 budget for the debt service fund.

Considerations

The proposed budget has been reviewed by the Finance Committee and is being recommended for approval.

Recommendation

Staff recommend that the board accept the proposed budget and schedule the public hearing and final vote for the December 9, 2024 board meeting



Administration
2650 W. 29th Street
Greeley CO 80631
Phone: (970) 506-8550
Fax: (970) 506-8551

October 7, 2024

Dear Board of Trustees and High Plains Library District Taxpayers:

We are pleased to present the proposed budget for the High Plains Library District for 2025. This proposed budget will support the High Plains Library District in achieving its mission and vision by providing the necessary funding for operations, distributions to member libraries, and capital projects.

The proposed budget consists of:

- Summary schedules listing revenues, expenditures, beginning and ending fund balances.
- The 5-year Capital Improvement Program.

The 2025 proposed budgeted revenues have decreased 19.23% from the 2024 budget. The 2025 proposed budget includes funds for renovations at Carbon Valley Library, renovations at Farr Library, construction in Mead, an addition at DSS location, and for a quality level of library services.

The major source of revenue for the District is derived from a 3.177 mill levy for operations applied to the assessed value of portions of Weld and Boulder County properties.

The budgeted general fund revenues for 2025 are \$57,017,912 and the budgeted general fund expenditures for 2025 are \$72,484,015. That equates to a budgeted decrease in net assets of \$15,466,103.

Any interested elector within such High Plains Library District may inspect the proposed budget and file or register any objections thereto at any time prior to the final adoption of the budget scheduled for Monday December 9, 2024 at the regular meeting of the High Plains Library District Board of Trustees.

Dr. Matthew Hорт, Executive Director

Natalie Wertz, Finance Manager



**Finance Department
2650 W. 29th Street
Greeley, Colorado 80631**

Proposed Budget 2025

Board of Trustees

Mary Heberlee, Chairman
Joyce Smock, Vice Chairman
Nick Nakamura, Secretary/Treasurer
Gerri Holton
Deana Lemos-Garcia
Teresa Nunez
Michael Wailes



Administrative Office
2650 W. 29th Street
Greeley, CO 80631

District Support Team

Dr. Matthew Hortt, Executive Director

Bob Arellano, Facilities Manager

Marjorie Elwood, Associate Director of Public Services

Eric Ewing, Associate Director of Human Resources

Rebecca Libersat, Collection Resources Manager

James Melena, Community Relations and Marketing Manager

Niamh Mercer, Foundation Director

Elena Rosenfeld, Community Engagement and Strategies Manager

Susan Staples, Information Technology and Innovation Manager

Natalie Wertz, Finance Manager

Managers

Melissa Beavers, LINC

Melanie Goldman, Carbon Valley Regional Library

Ian Holmes, Erie Community Library

Rita Kadavy, Riverside Library and Cultural Center

Rick Medrano, Outreach

Charlene Parker, Farr Regional Library

Mallory Pillard, Centennial Park Library

High Plains Library District Organizational Chart

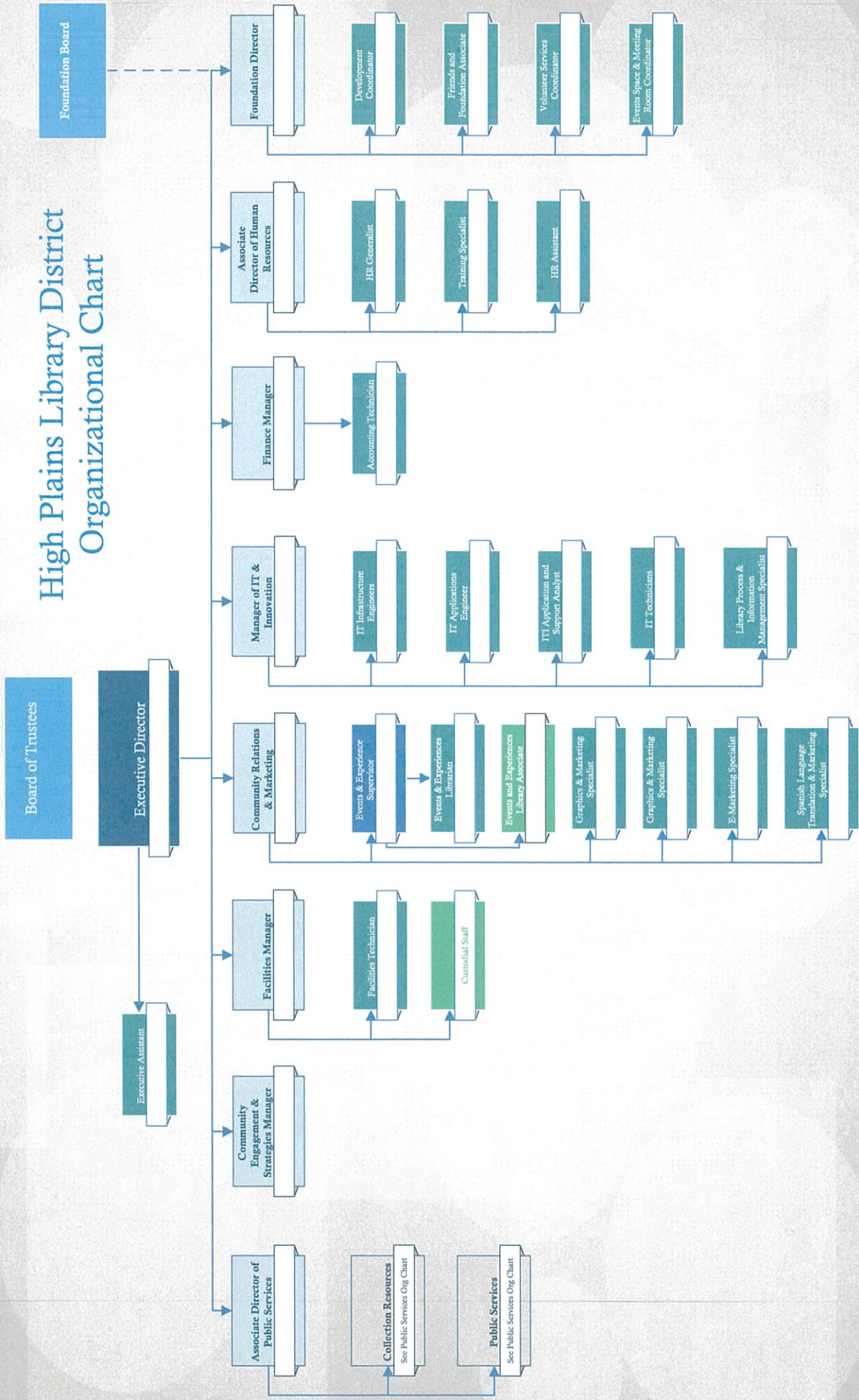


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Other resources and information

High Plains Library District website <https://www.mylibrary.us/>

Weld County Colorado website <https://www.weldgov.com/>

Colorado Oil and Gas Conservation Commission website
<https://cogcc.state.co.us/#/home>

Macrotrends website for oil and gas historical prices
<https://www.macrotrends.net/1369/crude-oil-price-history-chart>

Longforecast website for oil and gas pricing forecasts
<https://longforecast.com/oil-price-today-forecast-2017-2018-2019-2020-2021-brent-wti>

State of Colorado Demography website
<https://demography.dola.colorado.gov/>

Upstate Colorado website <https://upstatecolorado.org/news/>

Weld County literacy information
<https://nces.ed.gov/surveys/piaac/skillsmap/?view=comparison&geolevel=county&first=8123>

**2025
Budget
Message**

December 9, 2024

Dear Board of Trustees and High Plains Library District Taxpayers:

It is our pleasure to submit to you our 2025 budget for your consideration and adoption. This budget was prepared by the Finance Department with input and direction from the Board of Trustees, members of the District Administrative Support Team, Library Managers, and the Executive Director. General guidelines used to formulate this document include the mission statement, the strategic plan, the capital improvement program forecast for the next five years, and financial projections of revenues and expenditures for the next 10 years.

Our Mission:

Helping build Community.

Our Vision:

High Plains Library District gives access to answers for every question.

Our Values:

These values help clarify the principles that guide the High Plains Library District (HPLD). As trustees, administration, and staff of the High Plains Library District, we are committed to fulfilling our mission and vision while upholding the following values:

- **Our Patrons** - Treated with dignity, respect, and consideration; Receive exceptional level of personal customer service; Provided with a variety of library materials that reflect communities' interest and values; Access to up-to-date technology and assistance to use that technology; Enjoy a variety of quality programming for all ages; Have a positive library experience every time they visit.
- **Our Facilities** - Modern, clean, and well maintained; Provide and utilize up-to-date technology; Open and available to all people regardless of age, gender, sexual orientation, or physical limitation; inviting, comfortable and friendly; Serve as a local gathering place.

- **Our Staff** - Uphold the principals of the First Amendment to the Constitution of the United States of America - the freedom to read, view, speak and hear; Committed to instilling a love of reading; professional and reliable information catalysts; Make every effort to be available whenever and wherever our patrons need us; Seek solutions to problems in a positive, productive manner; Work as a team to provide exceptional level of service; Continue to learn and grow professionally by taking advantage of classes, workshops, and seminars (offered by the High Plains Library District, State/National Library Associations, and other agencies) in an effort to better serve the public; Sees HPLD as an employer of choice, one that provides fair compensation, competitive benefits, and a flexible schedule that leads to a healthy work / life balance.
- **Our Community** - Benefits from partnerships between HPLD and other local agencies that support reading, education, and literacy; Enjoys the talents, abilities, and contributions of the HPLD staff at community-related activities; Is aware of and appreciates the programs and services offered by the HPLD; Supports the HPLD by contributing to its Foundation; Feels enriched by the presence of the HPLD.

Overview

This budget will support the High Plains Library District in achieving its mission and vision by providing the necessary funding for the operation of the libraries, the outreach department, public computing centers, and administration and support services.

The budget consists of:

- Summary schedules listing revenues, expenditures, beginning and ending fund balances.
- The 5-year capital improvement program, plus narrative.

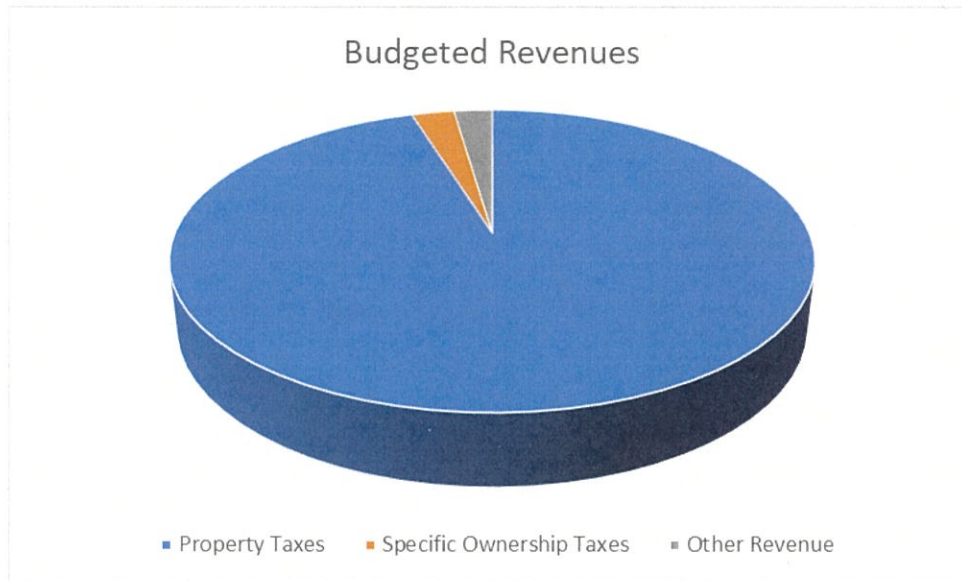
The 2025 proposed budget includes funds for renovations at Carbon Valley Library, renovations at Farr Library, construction in Mead, an addition at the DSS location, and an operating budget for continuing to provide a quality level of library services.

The budgeted general fund revenues for 2025 are \$57,017,912 and the budgeted general fund expenditures for 2025 are \$72,484,015. That equates to a budgeted decrease in net assets of \$15,466,103.

Budgeted revenues for 2025 have increased 19.23% from the 2024 budget. Budget restrictions in other expenditure areas have allowed for planning for a 4% merit increase for staff. High Plains Library District is planning for additions to FTE and staff headcount in 2025 primarily to staff and support innovation spaces and library services in two of the branches. The budget includes funds to continue to participate in

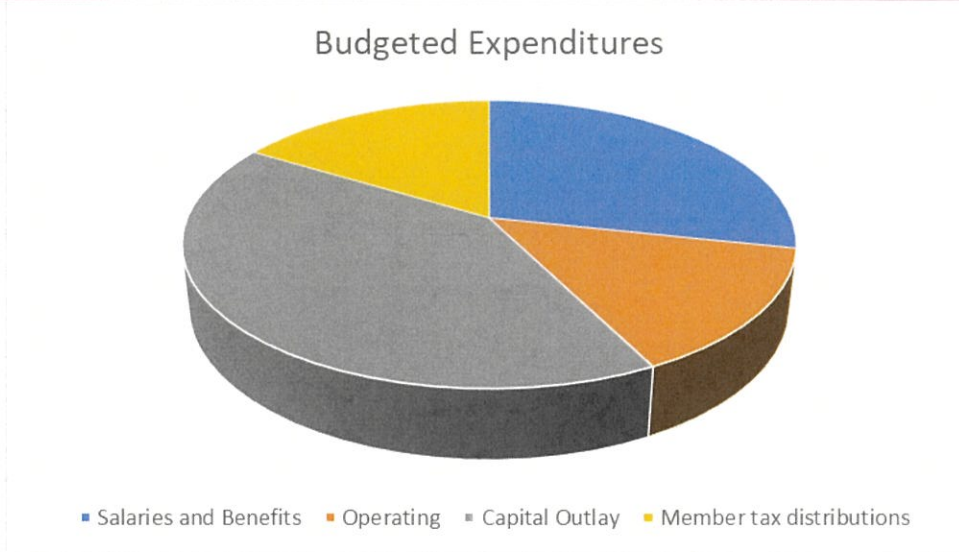
Prospector which allows patrons increased access to additional resources beyond the High Plains Library District collection.

The primary source of revenue for the District is derived from a 3.177 mill levy for operations applied to the assessed value of portions of Weld and Boulder County properties. Property tax which includes delinquent taxes, refunds and abated taxes comprise 95.18% percent of the District's budgeted revenue for 2025 while specific ownership tax is 2.52%. The remaining 2.3% percent consists of investment earnings, grants, fines, fees, and miscellaneous revenues.



The expenditures of the district are comprised of salaries and benefits that equal 28.38 % of the budgeted expenditures, operating expenditures add an additional 14.15%, capital outlay equals 41.12%, and the tax distribution to member libraries equals 16.35% of the total budgeted expenditures.

Budgeted Expenditures



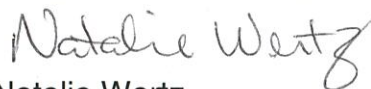
Budget

The annual budget and appropriation ordinance is adopted by the Board of Trustees in accordance with the Colorado State Statute (29-1-108(4), C.R.S.). The budget is prepared on a basis consistent with accounting principles generally accepted in the United States for all governmental funds. The accounting system is employed as a budgetary management control device during the year to monitor the individual expenditures. The 2025 budget will be continuously evaluated to assure that funds are expended judiciously.

Respectfully submitted,



Dr. Matthew Hortt
Executive Director



Natalie Wertz
Finance Manager

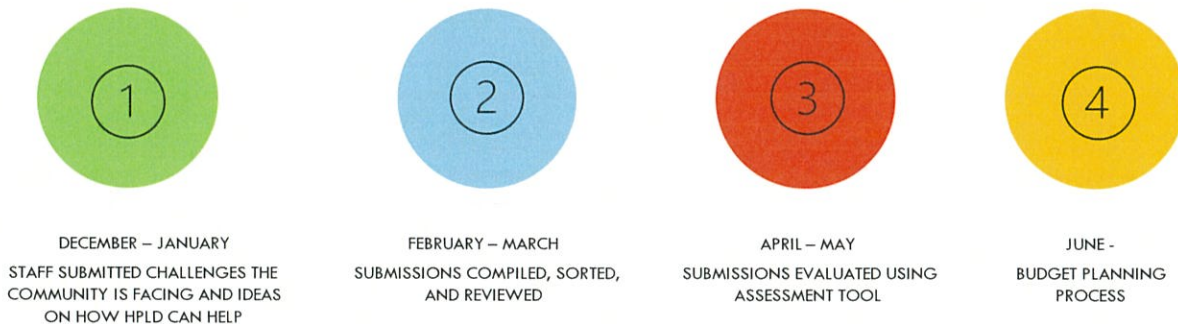
High Plains Library District Budget Narrative

Strategic Goals and Strategies

During late 2023, High Plains Library District (HPLD) began the strategic planning process (SPP) for 2025. This process involved gathering ideas from staff, listening to community members throughout the library district, meeting with governmental and non-profit organizations, and having discussions with community leaders, board members, and staff. Dr. Matthew Hott, Executive Director, used the input from these stakeholders to develop a strategic plan.

The SPP is designed to support, inform, and align with the budget process. See the diagram below. HPLD is working toward repeating this process annually.

WHAT'S BEEN DONE SO FAR...AND WHERE WE'RE HEADING



The strategic plan goals include developing programs focused on life skills and workforce development (Skills pipeline); capital projects discussed later; building better internal alignment to support HPLD's efforts toward continuing improvement; and increasing literacy throughout the district.

Short-Term Organization Factors

A demographic study completed during 2019 indicated that the High Plains Library District service area is experiencing and is expected to experience significant population growth in the foreseeable future. The 2020 census results report a Weld County population of 328,981, an increase of over 76,000 or 30% from the 2010 census. The Colorado State Demography office is forecasting the Weld County population to grow to 423,208 in 2030. High Plains Library District will need to provide library services to those individuals. This growth influences decisions about facilities, staffing, and how best to provide library services efficiently and effectively. The budget for 2025 includes an operational budget and capital projects needed to serve the growing population.

A significant portion of the property tax base for High Plains Library District is from oil and gas. That causes significant volatility in the revenue stream.

Budget Year	Oil and Gas percentage of HPLD assessed value
2025	58%
2024	67%
2023	60%
2022	43%

The Colorado Legislature passed SB19-181 in April 2019. That law changed the way oil and gas production is regulated in Colorado. The uncertainty about the long-term impacts of that law on the oil and gas industry affects revenue projections and decisions about spending available resources and the level of reserves that should be maintained. Other changes in state and federal policy and regulation have impacts on oil and gas production and prices. This uncertainty has caused the library district to maintain a higher level of reserves than might be seen if the property tax base was more predictable.

Oil and gas sales revenue increased in 2022 which increased property tax revenue for 2024. Oil and gas sales revenue decreased in 2023 which decreases valuation and budgeted property tax revenue for 2025. Residential and commercial property values have increased slightly in the HPLD service area.

Inflation continued to increase in 2023 and increased at a slower rate in 2024. Inflation is expected to continue into 2025 and is expected to impact most operating expenditures and capital projects. Inflationary pressure on wages and a competitive labor market are expected to increase the cost of labor. Interest rates remained low during 2021 and began to increase in 2022. Interest rates continued to increase in 2023, but not as dramatically as 2022. The Federal Reserve maintained higher interest rates through much of 2024 and started cutting rates at the September 2024 meeting.

Priorities and Issues

The permanent, long-term effects of the economic conditions created by the shutdowns in response to COVID-19 are yet to be determined. However, the oil and gas market crash and dramatic increase in unemployment that occurred in 2020 demonstrated a need in our communities for High Plains Library District to respond by providing more skills-based and development programming to help people acquire and improve marketable skills. The shutdowns during 2020 helped identify locations in our district where improved Internet access is most needed. In response to that need, HPLD obtained grants to purchase mobile Wi-Fi units, placed Wi-Fi units in high need locations in the district community, and purchased 16 mobile Wi-Fi units that were made available for specialty checkout. During 2025, High Plains Library District will work with partner agencies to continue to close the digital divide, improve digital literacy and access.

In addition to the factors noted above, the diversity of the population in the service area must be considered in the development of the budget. High Plains Library District is committed to ensuring that our programs and services are accessible to everyone and is continually striving to improve the library experience for all visitors. The materials collection, programs, and services should be designed to provide some level of library service for the entire population. The facilities and staff should feel welcoming to a wide variety of individuals. The population diversity affects decisions about amounts and types of materials purchased and programs that are offered at the libraries. Funds have been allocated in the Collection Resources department to allow the library to purchase a wide spectrum of materials in a variety of formats and genres. Resources have been allocated in the budget for citizenship, English as a Second Language (ESL), and Right to Read classes. Each year High Plains Library District is honored to host a naturalization ceremony for individuals who have completed citizenship classes and passed the examination. 28 individuals from 17 countries including Canada, England, Germany, Mexico, and Venezuela became United States citizens in the 11th annual naturalization ceremony in Greeley, Colorado on July 25, 2024.

The library district covers a geographical area of almost 4,000 square miles in northeastern Colorado. High Plains Library District includes most of Weld County and a small portion of Boulder County. The service area includes some near-urban/suburban, more densely populated areas, and some rural, remote, sparsely populated areas. Providing library services in the remote areas where individuals do not have convenient access to a library building requires creativity and additional resources. The Outreach Department is designed to provide library services to those individuals. Funds have been allocated in the 2025 budget for Outreach department operations. The Information Technology and Innovation (ITI) Department budget will allow High Plains Library District to continue to support access to electronic resources throughout the district.

In 1999, the voters passed a ballot issue that increased the property tax mill levy by 1.8 mills to allow for the issuance of Certificates of Participation. The ballot issue required the district to reduce the property tax mill levy by \$1,000,000 when the debt was paid off. The final payment on the debt was made in December 2019. The property tax mill levy for operations was reduced from 3.249 for 2019 to 3.177 for 2020. The mill levy for operations remains 3.177 for the 2025 budget. Although the reduction in revenue might be considered as being offset by the reduction in debt service expenditures, the impact of the decreased revenue and increased pressure on the budget because of projected population growth and inflation must be considered when allocating available resources.

The development of the strategic plan has allowed High Plains Library District to improve the focus on priorities for the 2025 budget. The basic priority has been and continues to be providing high-quality library services throughout the district. The focus for 2025 has been refined to specific capital projects, increasing literacy, building better alignment to support HPLD's efforts toward continued improvement, and developing skills-based and workforce development programming (Skills pipeline).

Moving to more skills-based programming, developing operational excellence, and specific capital projects were also focus points for the 2024 budget. HPLD will continue to focus on skills-based and workforce development programming in 2025. Developing operational excellence remains a focus in 2025 as High Plains Library District proceeds on the journey of continuous improvement.

As High Plains Library District pursues its mission of *Helping build Community*, taxpayers, patrons, and staff members will know that we are succeeding when patrons are accessing the collection, attending programs, and learning new skills and developing skills. Another marker of success for HPLD is having community partners and local leaders that are engaged with and support the library.

Fund Description and Fund Structure

High Plains Library District maintains two funds for accounting and budgeting purposes – the general fund and the debt service fund.

The general fund is High Plains Library District's primary operating fund. It accounts for all financial resources of the district, except those required to be accounted for in another fund. The general fund is a major governmental fund of the district and the 2025 budget appropriates funds for the general fund.

The debt service fund accounts for the resources accumulated and payments made for principal and interest on the long-term debt of the district. The debt service fund has also been a major governmental fund of the district. The Certificates of Participation Series 2010 were paid off in December 2019. The district has no long-term debt outstanding as of December 31, 2024. There is no debt service fund budget appropriated for 2025.

Basis of Budgeting

Annual budget and appropriation ordinances are adopted by the board in accordance with the Colorado State Budget Law. The budget is prepared on a basis consistent with accounting principles generally accepted in the United States for all governmental funds (modified-accrual - the same basis of accounting used in the audited financial statements). Depreciation is not budgeted for and capital outlay is budgeted for. Depreciation is recorded in the Annual Comprehensive Financial Report government-wide financial statements and capital outlay expenditures are capitalized in the Annual Comprehensive Financial Report government-wide financial statements.

The accounting system is employed as a budgetary management control device during the year to monitor expenditures. The legal level of control is at the fund level. All annual appropriations lapse at year end.

Financial Policies

Below is a summary of some financial policies of High Plains Library District. High Plains Library District is in compliance with the financial policies. The 2025 budget is prepared in compliance with these policies. The finance policies are available on the High Plains Library District website.

Balanced Budget

Colorado state statute and district policy does not allow a budget with deficit spending which is defined as expenditures in excess of available revenues and beginning fund balance. A balanced budget is a budget where budgeted expenditures do not exceed budgeted revenues plus beginning fund balance.

Fund Balance / Reserve

High Plains Library District is subject to the Emergency Reserve requirements of the Colorado Taxpayers Bill of Rights (TABOR). The TABOR Emergency Reserve provision requires High Plains Library District to maintain a reserve of 3% of prior year revenues. In addition to the emergency reserve, High Plains Library District policy requires six months of operating expenditures to be maintained as a fund balance reserve.

Debt

High Plains Library District is prohibited from issuing debt in excess of the legal debt limit of 1.5% of assessed value. Colorado TABOR prohibits governments from issuing bonds without a vote by the citizens. Governments may issue Certificates of Participation without a vote of the citizens. High Plains Library District policy requires approval of the Board of Trustees to issue long-term debt.

Investment

High Plains Library District investment policy complies with Colorado state law. The primary investment objectives are preservation of capital and liquidity. Permitted investments include U.S. Treasuries, Federal Agencies and Instrumentalities, Corporate Securities, Local Government Investment Pools, and Money Market Funds.

Budgetary Control

The legal level of control is the fund level. The proposed budget is presented to the Board of Trustees by October 15 each year. The proposed budget is posted on the High Plains Library District website and interested parties can review it from the website or in person at the district's administrative offices during regular business hours. A public hearing is scheduled and held by December 15 each year. The Board of Trustees adopts the mill levy and the budget by December 15 each year. The budget is posted on the district's website and filed with the State of Colorado by the end of January each year. During the year, the finance department prepares monthly budget to actual reports of revenues and expenditures. The budget to actual reports are posted on the High Plains Library District website and sent to the HPLD finance committee. The Executive Director, the finance department, and each department head and library manager monitor the budget to actual activity throughout the year. If a budget amendment is needed, the amendment is presented to the board, a public hearing is scheduled and held, and the board votes on the amendment. If the board approves the amendment, the amended budget is filed with the State of Colorado.

Revenue

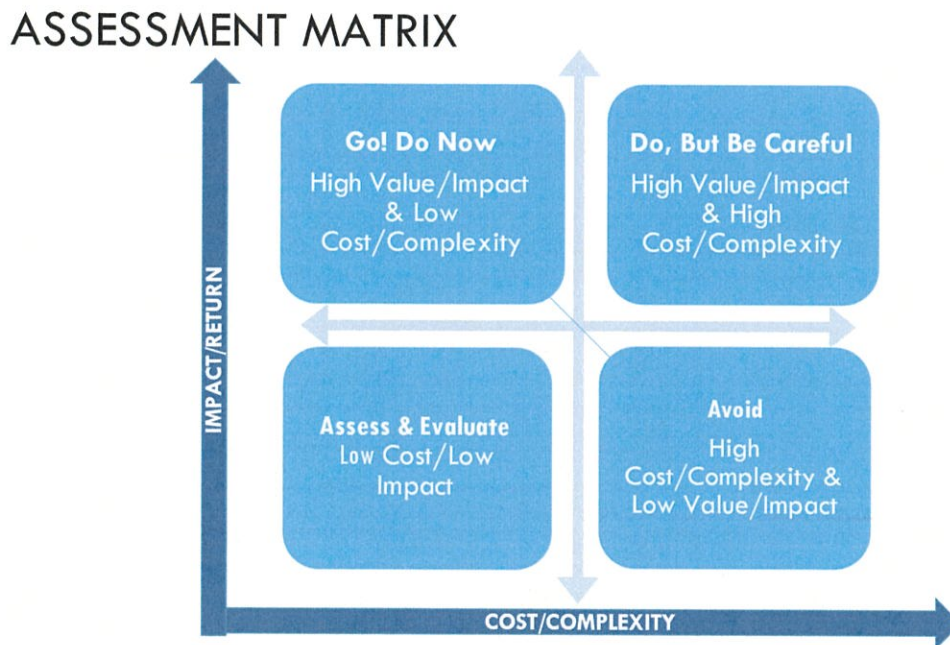
The primary revenue source for High Plains Library District is property tax. Property tax revenue is a function of the assessed valuation of taxable property within the district as certified by the county assessors multiplied by the mill levy approved by the Board of Trustees. Property taxes are billed and collected by the county treasurers. The county treasurers disburse the property taxes to the taxing districts by the 10th day of the month following collection. High Plains Library District records the property tax revenue received each month as revenue for the previous month. The property taxes levied for the following year are recorded as receivables and deferred revenue in the current year's audited financial statements.

Budget Process

Public input on the budget is obtained by feedback received throughout the year. Participants in some programs are invited to take formal surveys. Staff members receive informal feedback through conversations with community members. During 2023, HPLD began testing the LCI (Library Confidence Indicator) as a tool for collecting community feedback. Community members may submit requests for the purchase of specific items for the library collection. That formal and informal feedback is used to

help determine what types of programs are offered and what materials are purchased for the collection. Public use of the libraries (gate count) and circulation statistics impact budget decisions about staffing levels at the libraries. Circulation statistics also impact budget decisions about what materials are purchased for the library collection. Computer use statistics help determine the number of computer stations that are maintained at each facility. Participation at the stops offered by Outreach helps determine the schedule, frequency, and locations that are visited. Board meetings are open to the public and attendees may sign up for public comment to address the board about library services or district budget decisions.

HPLD uses the assessment matrix below, a modified version of the Eisenhower Matrix, as a tool to prioritize ideas and opportunities into potential action as part of the budgeting process.



The High Plains Library District budget preparation process typically begins in late June or early July every year. Budget request worksheets are provided to each library manager and department head. The budget request worksheets are completed by the library managers and department heads and returned to the Finance Department by the end of July or early August each year. This includes capital outlay projects identified by the Facilities Department throughout the year during facility walk throughs and from the planned maintenance and replacement schedule.

During August and early September, the Finance Department compiles the requests and reviews them with the Executive Director and Associate Directors. The requests are prioritized, and any necessary adjustments are made and discussed with the library

managers or department heads. The preliminary budget is reviewed with the finance committee and the committee may make recommendations for revisions to the budget.

Per state statute, the proposed budget must be presented to the board by October 15 each year. The proposed budget for 2025 was presented to the board at the October 7, 2024 board meeting. The proposed budget was then posted on the High Plains Library District website and a copy was available in the administrative office for public review. A public hearing notice was published.

Per state statute, the Board of Trustees must certify the mill levy by December 15 each year and adopt the budget by December 31 each year. The 2025 budget was adopted and the mill levy was certified at the December 9, 2024 board meeting. The adopted budget was then posted on the High Plains Library District website and filed with the Colorado Department of Local Affairs Division of Local Government. A copy of the budget is also available in the administrative office of High Plains Library District.

Between October when the proposed budget was presented to the board and December when the final budget was presented to the board, some budget adjustments were made. A table of the adjustments is included in the supplemental / statistical section of this budget document.

The legal level of budgetary control is at the fund level. If necessary, the budget may be amended by preparing and presenting a budget amendment to the BOT and holding a public hearing. If the BOT approves the budget amendment, the amended budget must be filed with the Colorado Department of Local Affairs Division of Local Government. Budget amendments may be presented to the BOT at any time during the year. Any budget amendments must be approved by the BOT before the end of the budget year.

Statutory Budget Calendar

August 25	Assessors certify to all taxing entities and to the Division of Local Government the total new assessed and actual values to compute the statutory and TABOR property tax revenue limit.
October 15	Budget officer must submit proposed budget to the governing board. Governing body must publish "Notice of Budget" upon receiving proposed budget.
December 10	Changes in assessed valuation made by the assessors will be made only once by a single notification to the county commissioners or other body authorized by law to levy property tax, and to the Division of Local Government.
December 22	Deadline for county commissioners to levy taxes and to certify the levies to the assessor.
January 30	A certified copy of the adopted budget for the current fiscal year must be filed with the Division of Local Government no later than this date.

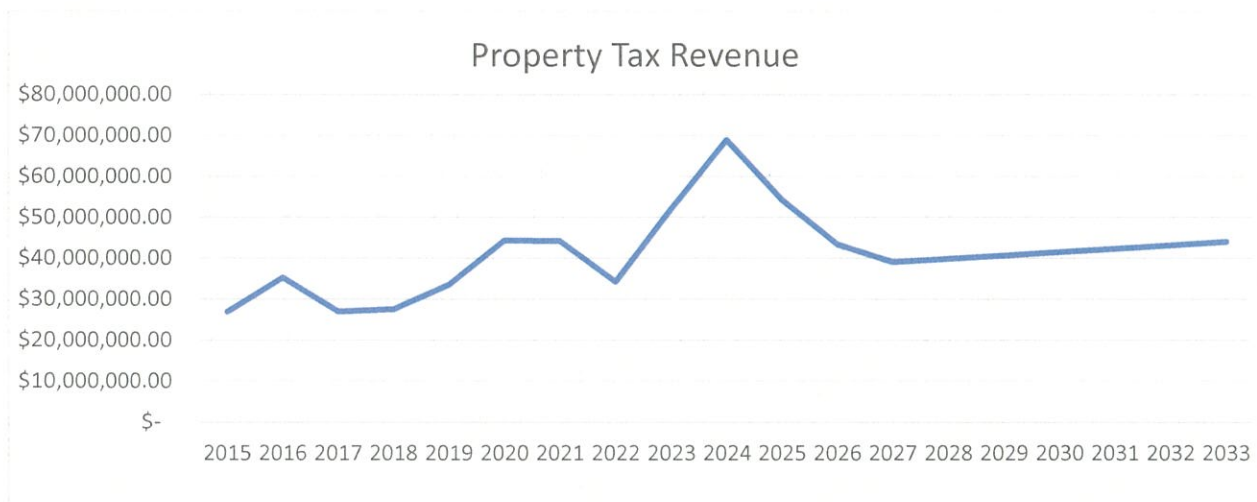
Fund Balance

Fund balance may be defined as the excess of the assets of a fund over its liabilities, reserves, and carryover.

The budget for 2025 plans for a decrease in fund balance of approximately \$15.2 million. High Plains Library District anticipates a significant decrease in property tax revenue in 2025. High Plains Library District is budgeting for an increase in salaries and benefits expenditures FTE (full-time equivalent) and regular staff headcount that will be added in 2025.

Revenues

The primary revenue source (approximately 95%) of the High Plains Library District is the property tax mill levy. The revenue estimate for the budget is calculated based on the certification of assessed valuation received from the county assessors multiplied by the mill levy that is certified by the High Plains Library District Board of Trustees and the Weld and Boulder County Commissioners.



The Gallagher Amendment in the Colorado Constitution limited the portion of statewide property tax revenue that could come from residential property to 45%. The remaining 55% of statewide property tax revenue was to be levied on other property types – commercial, agricultural, etc. The assessment rate for non-residential property types except oil and gas was fixed at 29%. To maintain that 45% / 55% ratio, the residential assessment rate was adjusted every two years. Since residential property values statewide have increased faster than the other property types, the residential assessment rate had been decreasing. The decreases in the residential assessment rate have effectively become permanent since the Taxpayer Bill of Rights (TABOR) in the Colorado Constitution prohibits any tax increases without a vote of the citizens and

increasing the residential assessment rate has been interpreted as a tax increase. A measure to repeal the Gallagher Amendment was on the ballot for November 2020 and passed. With the repeal of the Gallagher Amendment, the residential assessment rate was fixed at 7.15% and the non-residential assessment rate was fixed at 29%.

In June 2021, the state legislature passed SB 21-293 reducing the assessment rates on some classes of property for 2022 and 2023 valuations (collection years 2023 and 2024) from 7.15% to 6.95%, 7.15% to 6.8%, and 29% to 26.4%. Under SB 21-293, assessment rates were to return to the previous levels for 2024 valuations.

In June 2022, the state legislature passed SB 22-238 which reduced assessment rates on some classes of property and exempted some portions of valuations of some classes of property for the 2023 and 2024 valuations. Colorado Counties, Inc. has prepared a table summarizing the changes in the assessment rates. Please see the statistical and additional information section for that table.

In May 2023 during the last week of the legislative session, the state legislature passed SB 23-303 which submitted a measure on the November 2023 ballot known as Proposition HH. Provisions of SB 23-303 / Proposition HH included slightly reducing the assessment rate on some residential properties and some other property classes while allowing the State of Colorado to retain more revenue than currently allowed under TABOR for 2023 through 2032 and changes to the statutory budget calendar for this year only which would delay final certifications of valuation and mill levy certifications. Proposition HH failed in the November election.

On Thursday following the November election, the governor called a special session of the state legislature to begin November 17, 2023 to address the increase in property taxes. During the special session, the state legislature passed SB23B-001 which reduced the residential assessment rate to 6.7%, exempted the first \$55,000 of residential property value, and delayed the budget adoption and mill levy certification dates for the 2024 budget year only. SB23B-001 also established a property tax commission tasked with studying the property tax structure in Colorado and bringing recommendations to the legislature.

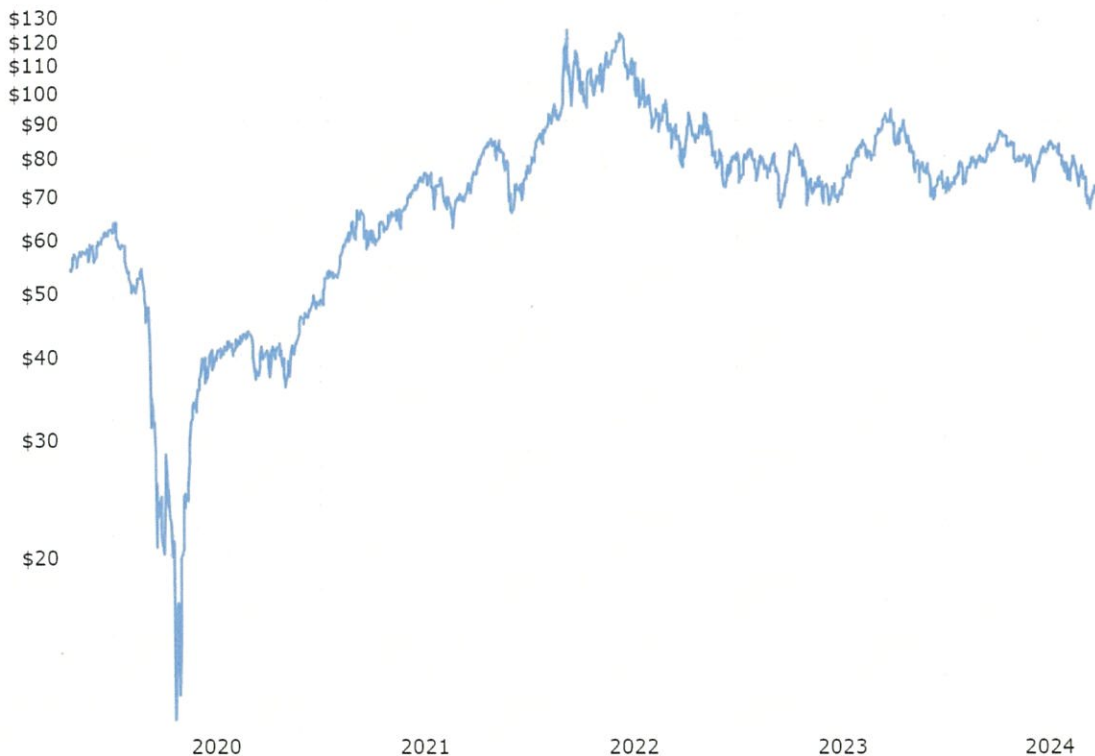
During the last week of the regular legislative session in May 2024, the state legislature passed SB24-233. Provisions of SB24-233 include limiting property tax revenue increases to 5.5% annually, reduced residential and commercial property assessment rates, and creating different assessment rates for school districts.

Two initiatives to reduce property taxes were to be included in the November 2024 ballot. In order to have the sponsoring groups remove the initiatives from the ballot, the governor called a special session to further address property taxes in August 2024. HB24B-1001 was passed during the special session. SB24-233 and HB24B-1001 continued most of the provisions of SB23B-001 for budget year 2025. The provisions of HB24B-1001 limit property tax revenue increases to 10.5% per reassessment cycle and further reduces assessment rates for residential and commercial property starting with

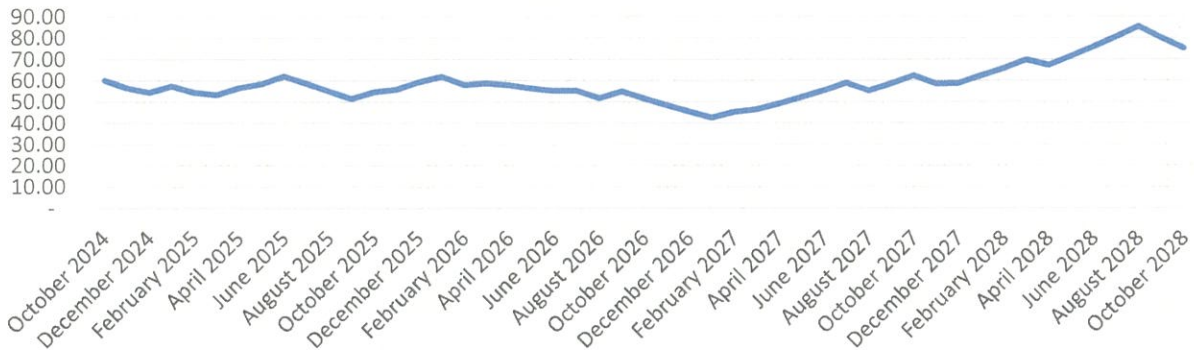
budget year 2026. Both SB24-233 and HB24B-1001 include a provision allowing the local government to go to the voters to request that the local government be allowed to exceed the imposed revenue limit.

A significant portion of the High Plains Library District tax base has been from oil and gas. With the oil and gas market crash in 2020 and government-imposed shutdowns, oil and gas sales revenue from production in the district decreased dramatically. That significantly reduced High Plains Library District budgeted revenues for 2022. Construction continued and residential property values increased in the district, but that did not offset the reduction in the tax base from the decreased oil and gas sales. The oil and gas market experienced some recovery in 2021 and property values in the HPLD service area continued to increase, so budgeted property tax revenue for 2023 increased. Oil and Gas prices increased in 2022 and property values were reassessed in 2023, so budgeted property tax revenue for 2024 increased by approximately 35%. Oil and gas prices decreased in 2023, so budgeted property tax revenue for 2025 decreased by more than 20%.

Historial Price of WTI (West Texas Intermediate) Crude Oil per Barrell per macrotrends.net data as of September 26, 2024.



WTI Closing Price Forecast
per longforecast.com
data as of September 26, 2024



Long-range Financial Plans

The long-range financial operating plans support the achievement of the strategic goals of HPLD. The long-range financial operating plans allow High Plains Library District to estimate resources that will be available to use toward those goals. The long-range financial plan helps determine scope and timing adjustments that may be necessary or possible to work being done on the strategic plan initiatives.

High Plains Library District is dependent on the mill levy for operations of 3.177 for property tax revenue as the primary revenue source for the district. Currently, there are no plans to increase or decrease the mill levy. Any proposed increase in the mill levy would need to be approved by the BOT and then presented to the voters for approval. HPLD may be required to issue temporary credits on the mill levy to comply with the revenue increase limits imposed under HB24B-1001. The High Plains Library District Foundation was rebranded and renamed the High Plains Library District Friends & Foundation (HPLDF&F) in April 2022. HPLDF&F will be instrumental in building community connections and community support should it become necessary to request a mill levy increase or override of the imposed annual property tax revenue increase limits.

Since the primary revenue source for High Plains Library District is property taxes, and a significant portion of the tax base has been oil and gas, the oil and gas market crash in 2020 negatively impacted the revenues of the district – particularly for 2022. Increases in oil and gas prices in 2022 and reassessments of property values in 2023 created an increase in budgeted property tax revenue for 2024. A decrease in oil and gas prices and production in 2023 is the main factor causing the decrease in budgeted property tax revenue for 2025. Long-range financial plans and projections were reevaluated in 2024 as HPLD continues to prepare for the future.

Long-range financial planning requires working with other economic interests to get a firm understanding of economic forecasts and their meaning for district revenues and setting priorities to identify areas that could be reduced when revenues take a downturn. During 2024, the Finance Department received information from Weld County government officials, obtained information from the Colorado Oil and Gas Conservation Commission, attended seminars and webinars on economic updates and predictions, and read reports on the national and local economic outlook. That information was used to refine the financial projection for High Plains Library District. The projection was considered in developing the budget for 2025.

The property tax base for HPLD appears to be changing. Economic forecasts seem to indicate that oil and gas production in the Weld County area may have reached its peak. Anticipated population growth in Weld County is expected to support continued residential construction. Residential property sales have slowed and prices have begun to decrease slightly. The assessment rate reductions from recent legislation have had a negative impact on HPLD revenues. The annual revenue property tax increase limit will have a negative impact on HPLD revenues.

In response to the expected future revenue levels, emphasis will need to be placed on controlling the operating expenditures budget. FTE (Full-time equivalent) and employee headcount were increased significantly in 2023 to staff and support LINC. The 2024 budget planned for some additional increases in FTE to satisfy the demand for the innovation spaces and other library services. Some additional staff requests have been included in the 2025 budget to help meet demand for use of the makerspaces and traditional library services. Beyond 2025, there are no plans for significant annual increases in FTE or staff headcount. Database and periodical subscriptions have been reviewed and items with low patron use have been discontinued. Less expensive, more user-friendly options have been identified and replaced some databases and electronic resources. Public computing center use was evaluated, and low use facilities were closed. Computer use in the libraries is regularly evaluated and computer inventory is managed to achieve usage target ranges.

Long-range financial plans include operation of LINC. LINC was opened May 13, 2023. LINC will allow HPLD to achieve strategic plan initiatives of expanding skills-based programming and increasing literacy. The additional skills-based programming and literacy should encourage economic growth and help diversify and expand the property tax base in the HPLD service area over the long-term.

LINC replaced the Lincoln Park Library location. HPLD listed the Lincoln Park Library building for sale in June 2023. The Lincoln Park building was sold in July 2024.

The overview of the capital improvement program provides more information on specific projects. To help control the operating expenditures budget and to accommodate the anticipated levels of future property tax revenue, completing LINC was the largest construction project planned on the schedule. Construction projects planned or anticipated for 2025 through 2029 are much smaller. Anticipated future revenue levels

will require High Plains Library District to leverage available technology to provide library services efficiently in more remote areas of the district.

The government-imposed shutdowns during 2020 created the opportunity to learn how to provide more services virtually. High Plains Library District is using available technology (web-based programming, electronic databases, Ebooks, downloadable audiobooks, music, and videos, virtual assistance from librarians, etc.) to provide library services to a wider community more efficiently. The Outreach department will continue to provide library services to the community outside of the library facilities. Technology and the Outreach department will allow HPLD to provide library services with less need for additional library facilities.

Currently, High Plains Library District has no plans to significantly reduce library services. HPLD intends to be responsive to the community. Low use services and programs may be discontinued to improve efficiency or to provide additional resources for other library programming. An example of this is the evaluation of database use and public computing center and computer use as discussed earlier. High Plains Library District will continue to provide library services throughout the service area while evaluating those services for efficiency and value to the community.

Stewardship and fiscal strength are focus areas of the budget process. High Plains Library District's financial plan is to maintain a sound and sustainable financial position by allocating available resources to provide high quality library services while also maintaining adequate reserves to manage revenue volatility and economic downturns.

Capital Expenditures

The Facilities Master Plan provides general guidance on when a library expansion or a new library should be considered. The BOT and executive team meet with other community leaders regularly. Economic conditions and outlook, population growth and projections, and community plans and needs are often discussed in those meetings. That information is considered when determining which capital projects should be pursued. HPLD is planning to update the Facilities Master Plan in 2025.

The Facilities Department inspects and evaluates the facilities throughout the year and maintains a replacement schedule for significant building components (roofing, HVAC units, boilers, etc.). The Facilities Manager recommends capital projects based on those inspections and the replacement schedule. Library Managers also request improvements to the facilities. The Executive Director, Associate Director of Public Services, Facilities Manager, and Finance Manager review the proposed capital budget requests and prioritize the recommended projects. Projects that affect the safety or the functionality of the facilities are given higher priority than other requested improvements or additions.

The 2025 budget includes funds allocated for the following projects:

Carbon Valley Regional Library Renovations - upgrading and renovating the existing library. Project includes carpeting, paint, furniture replacement, makerspace equipment, and outside improvements. Estimated total project cost of \$1,500,000. This project started in 2024 and will be completed in early 2025.

Farr Regional Library Renovations – upgrading and renovating the existing library. Project includes carpeting, paint, and other improvements. Estimated total project cost of \$850,000. This project started in 2024 and will be completed in early 2025.

DSS Archive / Expansion – Feasibility and needs assessment, project scope determination, and design for a capital project was undertaken in 2023. The project plans include archive space, storage space, office space, and public space. The 2025 budget includes \$15,000,000 for this estimated \$20,000,000 project. Estimated completion in 2026.

Mead Library – a library in Mead that will be approximately 10,000 square feet. Estimated total project cost of \$14,000,000. Estimated completion in 2026.

Impact of Capital Investments on Operating Budget

The capital investments noted above will have an impact on the operating budget in additional staff, maintenance, and utility costs. The estimated amounts per project are listed below:

Project	Estimated Annual Salaries and Benefits	Estimated Annual Utilities	Estimated Annual Operating Costs including Repairs and Maintenance
Carbon Valley Regional Library Renovations	No additional costs expected	No additional costs expected	\$5,000
Farr Regional Library Renovations	No additional costs expected	No additional costs expected	No additional costs expected
DSS Archive / Expansion	No additional costs expected	\$30,000	\$30,000
Mead Library	\$300,000	\$30,000	\$ 50,000

The projects are expected to be financed using available cash and investments, a decrease in earnings on investments is expected.

Debt

The legal debt limit for High Plains Library District is 1.5% of assessed value or \$256,218,656 as of December 31, 2024. The Certificates of Participation Series 2010 were paid off in December 2019. The High Plains Library District has no long-term debt subject to the legal debt limit as of December 31, 2024. High Plains Library District has no current plans to issue new debt.

Position Summary Schedule

	2023	2024	Budgeted 2025
Librarians	35	36	38
Library Associates	62	63	65
Pages and Materials Clerks	42	4	42
Innovation Space	4	9	11
Facilities	9	9	9
Collection Resources	14	14	14
Information Technology Innovation	9	11	11
Community Relations and Marketing	5	5	5
Managers and Supervisors	30	30	30
Administration (Executive Director, Associate Directors, HR, Finance, Foundation)	8	9	9
Total	218	228	234

The increase in the 2024 budget is for additional innovation space staff to help meet the demand, event and volunteer coordinators to increase and enhance use of facilities, and an additional librarian to meet teen demand at LINC, a library associate to meet demand at the virtual library, and IT technicians for technology support. The additional staff budgeted for 2025 is for additional innovation technicians to help meet demand in the innovation spaces, an exhibits specialist to support the children's space at LINC, and additional librarian and library associate hours to help meet service demand at LINC and Erie.

DEPARTMENT DESCRIPTIONS

The libraries and departments described below are included in the general fund of High Plains Library District.

BRANCH SERVICES

High Plains Library District (HPLD) serves more than 310,000 residents of Weld County and part of Boulder County and covers a geographic area of almost 4,000 square miles. Our mission of *helping build community* is carried out by our well-trained staff and through our strong collection of library materials.

Currently, HPLD offers more than 700,000 items to its patrons. The district strives to provide a collection that balances viewpoints across a broad spectrum of opinions and subject matter in formats suitable to a variety of learning and recreational interests and skills.

Our locations offer a wide selection of materials including children, teen, and adult fiction and non-fiction materials in print, audio, video, and electronic formats (CDs, DVDs, e-books, and downloadable audio books). The district also provides a collection of magazines, journals, and newspapers, and subscribes to more than 70 paid subscription databases, most of which can be accessed from any computer with Internet access. Launchpads are also included in the district's digital collection. These pre-loaded tablets for kids are designed with a simple, easy-to-use interface, and come loaded with age-appropriate games and apps. In addition, the district provides Wonderbooks and VOX books, which are children's print books with a pre-loaded audiobook player attached.

High Plains Library District strives to provide current technologies within the libraries as well as in computer centers throughout our service area. At a minimum the district provides access to the catalog, subscription databases, the Internet, and current computer applications.

Computers within the libraries are used by staff to teach classes to the public on a variety of computer-related topics, as well as by the public for research and personal computer use. In addition, each of the district's libraries provides Wi-Fi connectivity without charge to the user.

As an extension of traditional service, each library hosts a variety of programming for all ages that encourages reading, literacy, education, skill development, cultural and social diversity, and fun. These programs are provided free of charge to attendees.

The district maintains a strong commitment to long-term environmental sustainability. During new construction and facility upgrades, the district makes every effort to reduce consumption of resources as well as use our existing resources wisely. When feasible

our facilities use alternative energy sources such as solar and implement energy-saving technologies and practices to further reduce use of energy.

Carbon Valley Regional Library

Carbon Valley Regional Library serves as both a community library and a resource library for the southwest area of the High Plains Library District. The 35,400 square foot facility can hold up to 150,000 items and has 29 public access computers. The library includes two community meeting rooms, four individual study rooms, a cozy fireplace area, children's storytime room, outdoor patio, amphitheater, café, a dedicated teen room, a nature trail, and a new pollinator garden.

The library is an integral part of the Carbon Valley community and partners with the local Chamber of Commerce, area municipalities, and schools to carry out the district's mission.

Centennial Park Library

Centennial Park Library serves as a neighborhood library near central Greeley. The 28,000 square foot facility can house up to 80,000 items and offers 48 public access computers. The library includes a computer commons area with a separate computer lab for teaching technology classes. The building contains four study rooms, a conference room, a community meeting room, and a space for teens, which includes their own computer lab and video games.

The Centennial Park library remodel was completed in 2024. Some exciting changes include a small makerspace and new features to the children's area, including a re-envisioned story time area, and new art mural by local artist, Betony Coons. Colorful new furniture, carpet and paint gives the library a fresh and modern look. On the lower level, a water vapor fireplace sets and cozy mood for reading. The genealogy collection, once housed on the lower level, was moved to LINC.

Erie Community Library

Erie Community Library is a neighborhood library that holds up to 65,000 items. The 26,500 square foot facility provides 18 public access computers and features a living room with a fireplace, two outdoor patios, a makerspace, four study rooms, and a large event space/meeting room that can be divided into two reservable meeting spaces.

To meet the needs of the growing Erie community, the library underwent a renovation in 2020 and added 6,500 square feet to create a makerspace, enlarge the children's storytime room, increase the number of study rooms and meeting spaces, and relocate and remodel the teen area to include room for collaboration, gaming, and hanging out. The project also expanded the patron parking lot.

The four additional study rooms help serve the needs of tutors and students who were previously using library open areas to work, allow groups to collaborate in separate spaces, and provide quiet space for study and work. The larger storytime room can accommodate twice as many adults and children as before and provides a larger area

for play and learning after storytimes. The makerspace houses a laser cutter, 3D printer, and several sewing machines for skills-based learning, STEM activities, and arts and craft activities for all ages. The larger meeting spaces enable the community to make twice as many room reservations for larger numbers of people than previously.

Farr Regional Library

Farr Regional Library serves a dual role as both a community library and a resource library for the northern area of the High Plains Library District. The 38,000 square foot facility can hold up to 175,000 items and is equipped with 27 public computers.

Through its building design, the library has a variety of spaces that meet the diverse needs of the community including areas for collaboration, meetings, and quiet study. The library offers a café/vending area, a flex meeting room for impromptu meetings and collaborative work, community reading and study rooms, a large children's area, a separate teen area, and numerous informal seating areas.

The Farr Regional Library features eight custom stained-glass windows commissioned by local artist Carolyn Stuart, a fireplace with a comfortable reading area, a small conference room, and a large meeting room.

Farr Regional Library also serves as the home for the Virtual Library. Virtual Library staff assist those who prefer online or phone-based services. Through phone, email, and chat, trained library staff find online-based resources, request items, renew items, troubleshoot e-book questions, sign up for programs, help with reserving a meeting room, create district preloaded library cards, and much more.

Grover Library

HPLD and the Town of Grover are working together to provide library services in a library facility for the residents of Grover and the surrounding area. The town donated land in Grover, and the library secured a building that is approximately 1,792 square feet. HPLD opened the library in November 2024. The facility includes a small library collection, computer access, and a small community room for meetings. The service model for this location is for limited staffed hours with some self-service access for the patrons during non-staffed hours. Grover is being used as a pilot location for this service model that HPLD could potentially use for future small, rural locations similar to this facility.

Kersey Library

To meet the needs of the growing Kersey community, the library renovated a location within the heart of the community, right next to Kohler Park. This location is 3,400 square feet and can hold 5,600 items. It offers public access computers, Wi-Fi, printing, scanning and faxing, and one children's computer with age-appropriate learning activities and games. The library hosts a variety of programs for all ages that encourage reading, literacy, education, and diversity with a focus on skills-based learning/training. There is one public study room available for reservation.

In addition to the adult book club, Kersey Library services include a summer reading program, a free lunch program in conjunction with the Weld Food Bank, and afterschool programming for children. The library is an important part of the Kersey community and partners often with the Town of Kersey to carry out the district's mission.

LINC

LINC (Library **IN**novation **C**enter), a 63,000 square foot building that represents the next iteration of the High Plains Library District opened May 13, 2023. Built at the old Greeley Tribune site in downtown Greeley, the newly constructed, state-of-the art building features a fully equipped makerspace with 3D printers, laser engravers, cri-cuts, and a plasma cutter, an industrial room with woodworking equipment, two large innovation workspaces, an innovation classroom, an art studio, a recording studio, podcast room, an atrium with an indoor/door fireplace, and a board room. The High Plains Library District's Local History and Genealogy Collection, which was previously housed at Centennial Park Library, was moved to LINC.

Plentiful opportunities for children and teens exist at LINC. The mezzanine level showcases a dynamic, hands-on learning Children's Exhibit that physically connects to the two-story large-scale interactive installation by nationally renowned artist Wes Bruce. The Children's library features a Hobbit Door that welcomes families into the Storytime room. Older kids and teens can take advantage of the gaming room next door to the Children's Library.

There is no shortage of community spaces in the building. There are 5 study rooms, 5 meeting rooms, 2 collaboration spaces, 2 computer classrooms, 3 general classrooms. The event space holds 200 people and contains 2 projectors & large screens. There will be 50 computers available throughout the building and a materials collection that can expand to 100,000 items.

At LINC, individuals can transform information into knowledge while developing and sharing skills and ideas in a sensory rich, experience driven, creative environment. A community catalyst for workforce development, STEM education, and future innovation, LINC is a place where creativity and possibility comes to life.

Mead Library

HPLD is working with the Town of Mead to provide library services in a new library facility to the residents of Mead and the surrounding area. This community library is planned to open in 2026 and will hold up to 27,500 items. The 13,500 square foot facility will provide public access computers, Wi-Fi, printing, scanning, and faxing. The library is designed to offer a variety of spaces to meet the diverse needs of the community, including a community meeting space, a children's room with a feature wall and a fireplace, an outdoor patio, 2 study rooms, a teen space, and a flex space where makerspace programming will be provided.

Views off to the West showcase the mountains and the palette and design elements of the library draw inspiration from the agricultural history and natural beauty of the area.

Riverside Library & Cultural Center

Located in Old Town Evans, the Riverside Library serves as a vibrant hub for the surrounding neighborhoods and the broader Evans community. The 18,500 square foot library is part of a multi-purpose cultural center which is managed and maintained by the City of Evans. With a capacity of up to 30,000 items and 21 public access computers, the library offers a wealth of resources and services.

The library boasts a range of spaces designed to cater to the diverse needs of its visitors. It features areas for collaboration, meetings, and quiet study, including four study rooms, a cozy fireplace, ample casual seating, and a multi-purpose room for various library programs. Additional amenities include public computers, WI-FI, printing services, and a broad array of programs for children, teens, and adults.

The cultural center component, overseen by the City of Evans, encompasses large, well-equipped meeting rooms, local history exhibits, and office spaces. Outside an inviting plaza with a play area for children enhances the center's community appeal.

DEPARTMENT OF COMMUNITY ENGAGEMENT – ALIGNING LIBRARY ROLES WITH COMMUNITY NEEDS

Community Engagement is a coordinated effort made by the District to:

- Bring services and programs to the community members both inside and outside of the walls of our facilities and satellite locations; inclusive of in-person interactions, vehicle-based delivery, virtual presence (using social media sites), and use of communication tools such as phone, email, and chat.
- Learn about the needs and priorities of community members through market research, community assessments, and conversations.
- Share the information learned with stakeholders within the district and appropriate external stakeholders.
- Use the information learned to focus and prioritize services and experiences most important and relevant to community members.
- Partner with community agencies to support community-wide success.
- Identify opportunities for staff to represent the High Plains Library District as an engaged resource at various community events.
- Assess and measure the impact of our work for the purpose of better aligning our efforts to best support community success.

Outreach Services

The Outreach Department serves as an extension of High Plains Library District by delivering services and programs to patrons and communities unable or unwilling to use library facilities. The department operates in cooperation with the libraries throughout the High Plains Library District.

The Outreach Department provides popular materials in various formats, reading readiness training, materials and services for families, and programming. These services are provided to schools, daycare centers, preschools, families, assisted living centers, and senior centers in areas where geographic, economic, linguistic, and other barriers hinder access to a library. Outreach services are delivered through Mobile Services and Outreach Services.

Mobile Services staff focus on bringing services and programs out into communities throughout the district with the purpose of making the library a visible, valuable service without the expectation that patrons will be expected to enter a facility. Service delivery includes providing popular materials in various formats and through programming, storytimes, and events. The Mobile Services staff operates three mobile units. One unit, a bookmobile, serves as a mobile library, carrying a collection of approximately 5,000 books and non-print materials to schools and neighborhoods. The second and third units provide mobile library services to early childhood facilities and senior centers by bringing carts of books along with staff who host lobby stop and in-classroom services and programming. The units have access to the entire High Plains Library District collection.

Outreach Services consists of Outreach Librarians who are centrally located and work throughout the library district to bring services out into the community through identified organizational partners and to build bridges to connect new populations with the library facilities and services. They are additionally tasked with creating connections and filling gaps in our community between the library and our underserved communities and communities that face barriers to library service. Outreach Librarians also develop community-wide programs.

Community Relations and Marketing (CRM) Department

CRM is responsible for ensuring consistent messaging for all communications, marketing, advertising, and public relations functions as overseen by the HPLD Executive Director. As the High Plains Library District's brand ambassador, CRM represents HPLD with one voice, one message, and through presenting a trustworthy presence in our community.

CRM enhances the district's brand and visual presentation by identifying and supporting best practices in merchandising, establishing and maintaining partnerships, and strategically identifying areas with market penetration potential for patron growth.

CRM actively supports districtwide efforts as directed by the Executive Director based on conversations with the Member Directors and Boards. Within this framework, CRM:

- Provides the community with consistent and accurate information about library policies, procedures, programs, and services.

- Creates advertising campaigns that enhance and build the HPLD brand.
- Coordinates market research and analyzes local needs.
- Openly communicates with local media that serve the various district communities.
- Coordinates all press releases, columns, press conferences, media kits and information packets that are distributed to increase awareness and knowledge about High Plains Library District.
- Serves as the hub of all communication throughout High Plains Library District.
- Manages the social media presence of the High Plains Library District.
- Provides collateral material and everyday tools to assist staff. Edits the content, appearance and usability of external and internal communications including promotional materials, publicity campaigns, and other tools in order to ensure that the desired message is communicated, and the desired image is presented.
- Collaboratively manages the web page to ensure a clean organized design is presented and the content is accurate and up to date.

The HPLD Events and Experiences Team is part of CRM that markets HPLD and its services by attending events and parades. Events and Experiences staff operate the Pop-Up Library, a Ford F250 with a custom box that opens to display library materials available for checkout onsite. They combine point-in-time collections with targeted patron experiences to generate a lifelong connection with the library.

DISTRICT SUPPORT SERVICES

District Support Services is responsible for the operation of the branch library system, long range planning, and oversight of centralized services to all branch and member libraries. Together the District Support Services departments including the Executive Director, Associate Director, Collection Resources, Finance, Human Resources and Facilities, and Information Technology and Innovation Departments provide leadership and management services to support district operations.

Collection Resources Department

The Collection Resources Department consists of Collection Development, Interlibrary Loan and Prospector, Bibliographic Services, and Specialty Checkout. Together these units accomplish the processes necessary to make a wide array of materials available to the public in a timely, efficient, and cost-effective manner.

- Collection Development selects and manages the collections and resources of the branch system in accordance with the Collection Development Policies. The department, in collaboration with library managers and the Outreach manager, coordinates the management and maintenance of the collection materials including books, magazines, and media. Digital collections include databases, eBooks, eAudio, and streaming video. This centralized process provides cost effective efficiencies to build a quality

collection that strives to balance districtwide collection goals with local branch needs.

- Interlibrary Loan and Prospector support the educational, recreational and information needs of High Plains Library District patrons through resource sharing with other libraries. Interlibrary Loan/Prospector enables all High Plains Library District libraries to provide patrons with a broad range of materials by supplementing existing collections. Interlibrary Loan and Prospector borrow and lend materials from various libraries throughout Colorado and the United States.
- Bibliographic Services is responsible for ordering, receiving, processing and cataloging materials acquired by the district. Bibliographic Services is responsible for maintaining the integrity of the data contained in the online catalog using Resource Description and Access standards (RDA). This organization and description of materials is the foundation for other basic library services, such as circulation, materials management, collection development, and acquisitions.
- Specialty Checkout maintains a collection of equipment and nontraditional library items. Because the equipment is often expensive and in limited supply, use is restricted to resident patrons over the age of 18. Specialty Checkout manages patron reservations through calendar-based software, allowing patrons to reserve items such as laptops, hotspots, projectors, telescopes, and experience passes for a specific date.

Finance Department

The Finance Department is responsible for the general accounting functions of the High Plains Library District including:

- Payroll - ensure proper and accurate payment to employees and payment of payroll liabilities.
- Cash Management - provide general cashiering operations, maintain banking relationships, and manage investment of district funds.
- Accounts Payable - process payments for goods and services.
- Fiscal Reports - prepare bank reconciliations, general ledger account reconciliations, and reports for use in analyzing various financial functions of the High Plains Library District.
- Procurement Cards - administer a procurement card program to facilitate district purchases as well as monitoring the program and payment of monthly statements.
- Accounting Procedures - assure compliance with applicable laws and policies governing the reporting of financial transactions, provide timely and accurate information, record all resources and assets by adhering to Generally Accepted Accounting Principles (GAAP) applicable to fund

accounting, preparation of the Annual Comprehensive Financial Report and the coordination and preparation of the annual Budget document.

Human Resources Department

The Human Resources Department provides leadership, direction, and support to libraries by facilitating compliance, partnering strategically, and advocating for employees. The department is responsible for administering talent acquisition, learning and development, total rewards, organizational development and effectiveness, employee relations, diversity and inclusion, and labor law compliance.

Human Resources promotes a workplace culture encouraging employees to:

- Focus on the patron
- Take initiative
- Contribute to a positive work environment
- Think strategically and systemically
- Pursue personal development
- Continuously improve
- Take pride in the workplace

Facilities Department

The Facilities Department has four functions:

- To provide expert assistance in planning and construction of new and remodeled facilities
- To provide equipment maintenance for all branches
- To provide custodial services
- To maintain the district's vehicles

In addition, the department also provides assistance, as requested, to the member libraries. Member libraries are part of the High Plains Library District, but function independently and receive services from the district.

- Planning and Construction - this department is supervised by the Executive Director. The expert assistance is provided by a Facilities Manager, with support from the district's contracted Owner's Representative. These, along with others in the organization, work with architects and contractors to construct and maintain the facilities that are appropriate for the community in which they are built.

This area of service is expected to be utilized regularly in the years to come, since the strategic plan calls for several new and remodeled buildings, in addition to an updated Facilities Master Plan.

High Plains Library District worked with an architect to develop a "prototype library." The architects developed a "concept" that represents the library brand, but then translates that into customized designs and square footage that meet local needs. HPLD plans to utilize the prototype library concept for the Mead library.

- Equipment maintenance - this includes everything from major projects like HVAC and roofing to soap dispensers in the restrooms. These services are provided by the Facilities Manager, along with three Facilities Technicians. The department also utilizes contract labor for projects beyond the scope of the Facilities Technician skills.
- Custodial services - these are the typical routine services that ensure that the facilities are clean and inviting to the public. Some of these services are provided by paid staff, and in other cases the services are contracted.
- Grounds maintenance and landscaping services – these routine services ensure that the grounds around the facilities are safe, functional, and appealing. Some of these services are provided by paid staff, and in other cases the services are contracted.
- Safety and security services – ensure that the workplace is a safe environment for employees and visitors. Security services are contracted for two of the libraries – Centennial Park and LINC.
- HPLD vehicle maintenance - As noted elsewhere in this narrative, there are four vehicles operated by HPLD plus a Facilities pickup. Facilities provides maintenance support for the vehicles.

Information Technology and Innovation Department

The Information Technology and Innovation (ITI) Department supports all technology solutions and facilitates process improvement throughout the District. The department key processes include:

- Assessing, determining and providing best fit technology and process solutions
- Maintaining an available and responsive infrastructure
- Providing responsive support services
- Improving process maturity throughout the District
- Ensuring access to needed information and knowledge

HPLD Friends & Foundation

The High Plains Library District Friends & Foundation is a separate 501(c)(3) nonprofit, established to support the needs and mission of the High Plains Library District. The Friends & Foundation's mission is to build a community of library lovers through increased collaboration, philanthropy, volunteer engagement, awareness, and advocacy for the libraries of the High Plains Library District.

The Foundation's assets and income are derived from the following activities:

- Grant funding – mission-aligned funding for programming from private, family, corporate, municipal, and federal grant sources
- Individual gift solicitation, including planned giving
- Corporate giving, including sponsorship for programs and events
- Special events
- Earnings from investments

The Friends & Foundation's current funding priorities include capital projects, programs supporting literacy among underserved populations, and HPLD districtwide programs including Summer Reading Adventure and the Signature Author Series.

Fundraising goals for 2025 include raising funds for HPLD's upcoming Mobile Workforce Unit through grants and events like the Innovation Luncheon, and sustained support for programs to be determined by the staff funding request process in 2024.

GOALS AND OBJECTIVES AND PERFORMANCE MEASURES

After the board of trustees approved the strategic plan in November 2018, High Plains Library District personnel began work on goals and objectives related to the plan.

The following is a table of some of the goals and objectives that the High Plains Library District is working toward:

Highlights from 2024

Goal	Department	Tie to Strategic Plan	Objectives	Performance Measures	Results
Capital Projects -- libraries in Mead and Grover, addition at District Support Services, and refreshing Carbon Valley and Farr Libraries	Executive Associate Director Facilities Human Resources Finance	Gather -- library spaces provide a place for community members	Complete the projects on schedule and within budget Provide facilities for patrons, public, and employees to provide library services and operate the district	Grover library and library refreshes to be completed in 2024. Mead library construction and DSS expansion to be completed in 2025	Grover library completed and opened in November 2024 Refreshes began in late 2024 will be completed early 2025 Mead library and DSS expansion construction began late 2024. Plan to be completed in early 2026.
HPLD serving as a skills pipeline for community members by developing programs focused on life skills and workforce development	Branch services MOVE	Grow	Provide patrons with an opportunity to learn and develop marketable skills and life skills	Patrons learned on enhanced skills at HPLD programs Patrons using the innovation spaces and learning to use the technology and equipment	
Build better internal alignment to support HPLD efforts toward continuous improvement	All	Grow	Continue to Build a Better Organization to be a more efficient and effective organization	95% of employees can name a strategic goal of HPLD and describe how their work is contributing toward achieving that goal.	
Support all sections of the community to achieve their literacy goals, in their native language or a secondary language	Excellence Coordinator Programming	Grow	Improve literacy skills in the community	Improved literacy rates Improved reading readiness	

HPLD 2025 Strategic Plan Initiatives

Goal	Department	Tie to Strategic Plan	Start Date	Due Date	Measures
Capital Projects – library in Mead, addition at District Support Services, and refreshing Carbon Valley and Farr Libraries	Executive Associate Director Facilities Human Resources Finance	Gather – library spaces provide a place for community members	01/01/2024	12/31/2026	Library refreshes to be completed in early 2025. Mead library construction and DSS expansion to be completed in 2026. Projects completed on schedule and within budget.
HPLD serving as a skills pipeline for community members by developing programs focused on life skills and workforce development	Branch services MOVE	Grow	01/01/2025	12/31/2025	60% of households have used HPLD services within the past year
Support all sections of the community to achieve their literacy goals	Excellence Coordinator Programming	Grow	01/01/2025	12/31/2025	60% of households have used HPLD services within the past year

**2025
District
Budget**

High Plains Library District
 Budgeted Revenue & Expenditures - General Fund
 FY 2025

	2023 Actual	2024 Budget	2024 Estimated	2025 Budget	2026 Planned
ESTIMATED RESOURCES					
Beginning Fund Balance	\$64,612,292	\$73,372,119	\$81,916,097	\$ 92,914,415	\$ 77,448,312
Estimated Revenue					
Property Tax	52,216,803	68,939,989	68,939,989	54,267,111	43,413,689
Specific Ownership Tax	2,263,182	1,440,000	1,440,000	1,440,000	1,500,000
Other Revenue	4,486,509	210,801	210,801	1,310,801	1,140,000
Total Estimated Revenue	<u>58,966,494</u>	<u>70,590,790</u>	<u>70,590,790</u>	<u>57,017,912</u>	<u>46,053,689</u>
TOTAL ESTIMATED RESOURCES	<u><u>123,578,786</u></u>	<u><u>143,962,909</u></u>	<u><u>152,506,887</u></u>	<u><u>149,932,327</u></u>	<u><u>123,502,001</u></u>
ESTIMATED EXPENDITURES					
Total Operating Expenses	21,003,927	27,066,497	27,066,497	30,828,607	32,136,351
Capital Outlay	9,145,528	17,989,510	17,989,510	29,803,444	11,492,000
Transfers Out - Debt Service/Capital Projects	-	-	-	-	-
Distribution to Member Libraries:					
Northern Plains (Ault)	1,034,088	1,237,655	1,237,655	1,418,386	1,276,547
Eaton	2,000,009	2,520,307	2,520,307	1,863,950	1,677,555
Ft. Lupton	3,196,192	3,705,502	3,705,502	2,431,720	2,188,548
Hudson	3,261,444	4,468,483	4,468,483	3,605,533	3,244,980
Johnstown	811,069	1,292,842	1,292,842	1,475,300	1,327,770
Platteville	1,210,432	1,311,676	1,311,676	1,057,075	951,368
	<u>11,513,234</u>	<u>14,536,465</u>	<u>14,536,465</u>	<u>11,851,964</u>	<u>10,666,768</u>
TOTAL EXPENDITURES	<u><u>41,662,689</u></u>	<u><u>59,592,472</u></u>	<u><u>59,592,472</u></u>	<u><u>72,484,015</u></u>	<u><u>54,295,119</u></u>
REVENUE OVER (UNDER) EXPENDITURES	<u>17,303,805</u>	<u>10,998,318</u>	<u>10,998,318</u>	<u>(15,466,103)</u>	<u>(8,241,430)</u>
Ending Fund Balance	<u>81,916,097</u>	<u>84,370,437</u>	<u>92,914,415</u>	<u>77,448,312</u>	<u>69,206,882</u>
DESIGNATION OF FUND BALANCE					
Operating Reserve	10,501,964	13,533,249	13,533,249	15,414,303	16,068,176
Emergency Reserve	1,634,400	2,111,400	2,111,400	1,671,213	1,347,411
Stabilization Reserve	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
Capital Improvement Reserve	59,779,733	58,725,788	67,269,766	50,362,796	41,791,295
TOTAL ENDING FUND BALANCE	<u><u>\$81,916,097</u></u>	<u><u>\$84,370,437</u></u>	<u><u>\$92,914,415</u></u>	<u><u>\$ 77,448,312</u></u>	<u><u>\$ 69,206,882</u></u>

High Plains Library District
 Budgeted Revenue - General Fund
 FY 2025

	2023 Actual	2024 Budget	2024 Estimated	2025 Budget	2026 Planned
TAXES					
Property Taxes Weld Co.	\$ 51,570,599	\$ 67,628,142	\$ 67,628,142	53,433,240	42,746,592
Property Taxes Boulder Co.	646,204	902,004	902,004	833,871	667,097
Delinquent Taxes	-	-	-	-	-
Refunds/Abatements Taxes Weld Co.	-	404,449	404,449	-	-
Refunds/Abatements Taxes Boulder Co.	-	5,394	5,394	-	-
Specific Ownership Taxes	2,263,182	1,440,000	1,440,000	1,440,000	1,500,000
TOTAL TAXES	<u>54,479,985</u>	<u>70,379,989</u>	<u>70,379,989</u>	<u>55,707,111</u>	<u>44,913,689</u>
OTHER REVENUE					
Fines, & Fees	36,526	25,000	25,000	25,000	55,000
Earnings on Investments	4,164,410	100,000	100,000	1,200,000	1,000,000
Grants	246,337	77,801	77,801	77,801	75,000
Miscellaneous	39,236	8,000	8,000	8,000	10,000
TOTAL OTHER REVENUE	<u>4,486,509</u>	<u>210,801</u>	<u>210,801</u>	<u>1,310,801</u>	<u>1,140,000</u>
TOTAL REVENUE	<u>\$58,966,494</u>	<u>\$70,590,790</u>	<u>\$70,590,790</u>	<u>\$57,017,912</u>	<u>\$46,053,689</u>

High Plains Library District
 Budgeted Expenditures - General Fund
 FY 2025

	2022 Actual	2024 Budget	2024 Estimated	2025 Budget	2026 Planned
OPERATING					
Salaries and wages	10,481,461	12,840,559	12,840,559	14,841,968	15,584,066
Fringe benefits	3,075,610	4,879,413	4,879,413	5,637,404	5,764,320
Workers' compensation	63,186	88,000	88,000	95,000	100,000
Bank fees	966	1,980	1,980	1,980	1,980
Minor equipment/furniture <\$5k	38,726	85,020	85,020	130,938	72,300
Janitorial supplies	72,159	130,000	130,000	90,000	90,000
Operating supplies	237,708	223,875	223,875	247,099	247,155
Bib processing supplies	147,652	238,769	238,769	244,069	244,069
Postage	31,252	36,782	36,782	38,093	36,908
Printing	13,331	24,000	24,000	14,500	14,500
Memberships	37,380	43,499	43,499	47,966	48,116
Public relations	70,092	86,605	86,605	97,229	91,729
Programs	78,041	86,300	86,300	204,300	204,300
Elec. - utilities	324,799	372,500	372,500	367,000	384,575
Water & sewer	53,699	103,800	103,800	103,000	116,150
Natural gas	116,451	156,500	156,500	150,000	165,050
Telephones	160,903	397,550	397,550	492,609	492,609
Disposal services	78,029	95,200	95,200	98,043	111,200
Professional contracts	1,712,205	1,936,655	1,936,655	2,157,500	2,495,321
Gasoline motor oil, lubricants	11,150	24,000	24,000	27,000	31,000
Repair maint.- bldg	450,549	500,000	500,000	650,000	650,000
Repair maint.- vehicles	28,650	34,700	34,700	34,400	33,200
Repair maint.- office equip.	205,123	216,400	216,400	298,770	313,686
Repair maint.- computer	530,356	350,950	350,950	462,660	500,000
Repair maint.- on-line comp	261,879	327,266	327,266	379,556	379,556
Repair maint.- other equip.	1,410	137,500	137,500	155,263	158,000
Tuition reimbursement	15,362	25,000	25,000	25,000	25,000
Travel & mileage	30,385	59,326	59,326	73,379	76,021
In-house training	34,206	39,600	39,600	53,000	53,000
Meetings	7,328	13,115	13,115	11,790	11,890
Out-of-house training & conferences	42,343	62,200	62,200	91,700	91,700
Treasurer's fee	774,422	1,113,750	1,113,750	891,000	935,550
Books	557,121	552,000	552,000	554,000	554,000
Newspapers/periodicals.	45,620	55,500	55,500	55,500	55,500
Ebooks	90,759	155,000	155,000	165,000	165,000
Compact discs	36,433	42,500	42,500	47,000	47,000
Software	405,349	614,535	614,535	687,991	690,000
DVD/BluRay	60,812	115,000	115,000	90,000	90,000
Other expense	1,108	9,248	9,248	134,650	124,650
Electronic resources	430,636	574,000	574,000	630,000	630,000
Platform Fees	13,304	15,900	15,900	13,250	13,250
Insurance	175,972	200,000	200,000	225,000	230,000
Rent contribution-in-kind	-	-	-	-	-
Equipment rentals	-	2,000	2,000	14,000	14,000
Lease / rental expense	-	-	-	-	-
TOTAL OPERATING	21,003,927	27,066,497	27,066,497	30,828,607	32,136,351
CAPITAL OUTLAY					
Opening Day Collections	57,934	35,000	35,000	510,000	-
Equipment/furn over \$5000	-	70,000	70,000	7,500	-
New Computers & Other Technology	130,493	255,000	255,000	1,821,944	80,000
Capital Improvements	8,957,101	17,629,510	17,629,510	27,464,000	11,412,000
Construction Graphics	-	-	-	-	-
TOTAL CAPITAL OUTLAY	9,145,528	17,989,510	17,989,510	29,803,444	11,492,000
TRANSFERS OUT					
Transfers - Debt Service Fund	-	-	-	-	-
TOTAL TRANSFERS	-	-	-	-	-
TOTAL CAPITAL OUTLAY & TRANSFERS	9,145,528	17,989,510	17,989,510	29,803,444	11,492,000
Distribution to Member Libraries	11,513,234	14,536,465	14,536,465	11,851,964	10,666,768
TOTAL DIST TO MEMBER LIBRARIES	11,513,234	14,536,465	14,536,465	11,851,964	10,666,768
TOTAL EXPENDITURES	41,662,689	59,592,472	59,592,472	72,484,015	54,295,119

	20	10	71	15	74	72	30	35	45
Branches	Carbon Valley	Centennial Park	Erie	Farr	Grover	Kersey	Lincoln Park	LINC	Mead
6110 Salaries	1,242,750	1,263,811	1,087,608	1,603,198	84,896	161,117	-	2,149,007	
6112 Benefits	472,245	480,248	413,291	609,215	29,714	61,225	-	816,622	
6136 Workers' Compensation									
Total Salaries & Benefits	1,714,995	1,744,059	1,500,899	2,212,413	114,610	222,342	-	2,965,629	-
6000 Distribution to member libraries									
6205 Bank fees									
6220 Minor equipment/Furniture <\$5k	16,248	7,550	26,750	2,000	2,600	7,500	-	3,690	
6236 Janitorial supplies									
6249 Operating supplies	16,500	20,200	19,300	13,000	6,120	3,160	-	69,800	
6250 Bib processing supplies									
6310 Postage	100	1,314	125	25		15	-	-	
6320 Printing									
6340 Memberships	1,050	500	405	200	100	150	-	300	
6345 Public relations									
6358 Programs									
6362 Electric	55,000	52,000	50,000	70,000	5,000	5,000	-	60,000	
6364 Water & sewer	15,000	5,500	15,000	22,000	3,000	1,500	-	18,000	
6365 Natural gas	20,000	15,000	12,000	20,000	5,000	3,000	-	50,000	
6367 Telephones									
6369 Disposal services	15,000	9,000	5,000	10,000	2,000	3,000	-	20,000	
6379 Professional contracts	5,900	70,720		1,160	-		-	113,152	
6380 Gasoline, motor oil, lubricants									
6382 Repair maint.- bldg									
6384 Repair maint.- vehicles									
6385 Repair maint.- office equip.		-				250	-	-	
6387 Repair, maint., replacement / computer									
6388 Repair maint.- on-line comp									
6389 Repair maint.- other equip.	5,000	-		12,000				12,000	
6393 Tuition reimbursement									
6394 Travel & mileage	3,275	621	1,740	201	1,200	600	-	2,320	
6395 In-House Training									
6396 Meetings	540	300	450	400		100	-	-	
6397 Out-of-House Training & Conferences									
6398 Treasurers fee									
6410 Books									
6425 Newspapers/periodicals									
6430 Ebooks									
6460 Compact discs									
6480 Software									
6490 DVD/BluRay									
6495 Other expense									
6496 Electronic resources									
6500 Platform Fees									
6510 Insurance									
6520 Equipment rental									
6530 Lease / rental expense							-	-	
6952 Equip/furniture - over \$5000	7,500	-							
6940 Improvement to Buildings									
6954 New Computers & other technology									
6985 Lease debt service									
6986 Opening Day Collection									
6987 Construction Graphics									
	1,876,108	1,926,764	1,631,669	2,363,399	139,630	246,617	-	3,314,891	-
6980 Capital improvements	-								
Total	1,876,108	1,926,764	1,631,669	2,363,399	139,630	246,617	-	3,314,890.76	-

<i>Branches</i>	73	40				
	Riverside	Outreach	Admin	Dist. To Mbr Lib	2025 TOTAL	2026 TOTAL
6110 Salaries	979,894	993,033	5,276,654		14,841,968	15,584,066
6112 Benefits	372,360	377,355	2,005,129		5,637,404	5,764,320
6136 Workers' Compensation			95,000		95,000	100,000
Total Salaries & Benefits	1,352,254	1,370,388	7,376,783		20,574,372	21,448,386
6000 Distribution to member libraries				11,851,964	11,851,964	10,666,768
6205 Bank fees			1,980		1,980	1,980
6220 Minor equipment/Furniture <\$5k	15,000	4,500	45,100		130,938	72,300
6236 Janitorial supplies			90,000		90,000	90,000
6249 Operating supplies	12,650	10,000	76,369		247,099	247,155
6250 Bib processing supplies			244,069		244,069	244,069
6310 Postage	159	125	36,230		38,093	36,908
6320 Printing			14,500		14,500	14,500
6340 Memberships	200	650	44,411		47,966	48,116
6345 Public relations			97,229		97,229	91,729
6358 Programs			204,300		204,300	204,300
6362 Electric	25,000		45,000		367,000	384,575
6364 Water & sewer	8,000		15,000		103,000	116,150
6365 Natural gas	10,000		15,000		150,000	165,050
6367 Telephones			492,609		492,609	492,609
6369 Disposal services	4,000		30,043		98,043	111,200
6379 Professional contracts		68,761	1,897,807		2,157,500	2,495,321
6380 Gasoline, motor oil, lubricants		16,000	11,000		27,000	31,000
6382 Repair maint.- bldg			650,000		650,000	650,000
6384 Repair maint.- vehicles		26,400	8,000		34,400	33,200
6385 Repair maint.- office equip.	200	-	298,320		298,770	313,686
6387 Repair, maint., replacement / computer			462,660		462,660	500,000
6388 Repair maint.- on-line comp			379,556		379,556	379,556
6389 Repair maint.- other equip.			126,263		155,263	158,000
6393 Tuition reimbursement			25,000		25,000	25,000
6394 Travel & mileage	500	5,600	57,322		73,379	76,021
6395 In-House Training			53,000		53,000	53,000
6396 Meetings	300	750	8,950		11,790	11,890
6397 Out-of-House Training & Conferences			91,700		91,700	91,700
6398 Treasurers fee			891,000		891,000	935,550
6410 Books			554,000		554,000	554,000
6425 Newspapers/periodicals			55,500		55,500	55,500
6430 Ebooks			165,000		165,000	165,000
6460 Compact discs			47,000		47,000	47,000
6480 Software			687,991		687,991	690,000
6490 DVD/BluRay			90,000		90,000	90,000
6495 Other expense			134,650		134,650	124,650
6496 Electronic resources			630,000		630,000	630,000
6500 Platform Fees			13,250		13,250	13,250
6510 Insurance			225,000		225,000	230,000
6520 Equipment rental			14,000		14,000	14,000
6530 Lease / rental expense			-		-	-
6952 Equip/furniture - over \$5000		-	-		7,500	-
6940 Improvement to Buildings			-		-	-
6954 New Computers & other technology			1,821,944		1,821,944	80,000
6985 Lease debt service			-		-	-
6986 Opening Day Collection			510,000		510,000	-
6987 Construction Graphics			-		-	-
6980 Capital improvements	1,428,263	1,503,174	18,737,536	11,851,964	45,020,015	42,883,119
Total	1,428,263	1,503,174	46,201,536	11,851,964	72,484,015	54,295,119

Administration								
		50/51	01	02	03	53	54	55
	Departments	Admin	BOT	Exec Dir	Assoc Dir	Community Relations	Information Technology	Human Resources
6000	Tax Distrbtn - member libraries	11,851,964						
6136	Workers' Compensation	95,000						
6205	Bank fees							
6220	Minor equipment/furniture <\$5k	-			20,200	8,000	7,600	1,000
6236	Janitorial supplies							
6249	Operating supplies	6,500	750	1,200	495	42,500	11,124	3,000
6250	Bib processing supplies							
6310	Postage	50			10	100	100	-
6320	Printing					13,500		-
6340	Memberships		300	1,200	450	16,995	11,342	8,349
6345	Public relations					83,355		12,874
6358	Programs				204,300	-		
6362	Electric	45,000						
6364	Water and sewer	15,000						
6365	Natural gas	15,000						
6367	Telephones						492,609	
6369	Disposal services	25,000					5,043	
6379	Professional contracts	75,000			12,140	30,120	113,269	177,173
6380	Gasoline, Motor Oil, Lubricants					5,000		
6382	Repair maint.- bldg							
6384	Repair maint.- vehicles					3,000		
6385	Repair maint.- office equip						298,320	
6387	Repair, maint., replacement / computer						462,660	
6388	Repair maint.- online comp						379,556	
6389	Repair maint.- other equip.						126,263	
6393	Tuition reimbursement							25,000
6394	Travel & mileage		2,800	3,500	1,020	600	34,320	1,200
6395	In-House Training							53,000
6396	Meetings		2,000	3,500	500	1,500	400	200
6397	Out-of-House Training&Conferences		500	1,200				90,000
6398	Treasurers fee	891,000						
6410	Books							
6425	Newspapers/periodicals							
6430	Ebooks							
6460	Compact discs							
6480	Software						687,991	
6490	Video/DVD							
6495	Other expense			100,000	6,000			
6496	Electronic resources							
6500	Platform Fees							
6510	Insurance	225,000						
6520	Equipment rentals						12,000	
6530	Lease / rental expense	-						
	Capital Outlay							
6952	Equipment over \$5000					-		
6940	Improvement to Buildings							
6954	New Computers & Other Technology	-					1,821,944	
6980	Capital improvements	-					-	
6985	Lease debt service	-						
6986	Opening Day Collection							
6987	Construction Graphics					-		
	DEPARTMENT TOTAL	13,244,514	6,350	110,600	245,115	204,670	4,464,541	371,796

	<i>Administration</i>						
		56	57	58	59		
				Facilities	Collection	2025	2026
	Departments	Finance	Foundation	Services	Resources	Total	Total
6000	Tax Distrbtn - member libraries					11,851,964	10,666,768
6136	Workers' Compensation					95,000	100,000
6205	Bank fees	1,980				1,980	1,980
6220	Minor equipment/furniture <\$5k	-		5,000	3,300	45,100	17,650
6236	Janitorial supplies			90,000		90,000	90,000
6249	Operating supplies	750	400		9,650	76,369	64,825
6250	Bib processing supplies				244,069	244,069	244,069
6310	Postage	1,095	550		34,325	36,230	36,160
6320	Printing		1,000			14,500	14,500
6340	Memberships	1,320	1,055	3,000	400	44,411	44,361
6345	Public relations		1,000			97,229	91,729
6358	Programs					204,300	204,300
6362	Electric					45,000	46,000
6364	Water and sewer					15,000	16,000
6365	Natural gas					15,000	16,000
6367	Telephones					492,609	492,609
6369	Disposal services					30,043	33,100
6379	Professional contracts	130,405	-	932,000	427,700	1,897,807	2,255,588
6380	Gasoline, Motor Oil, Lubricants			6,000		11,000	11,000
6382	Repair maint.- bldg			650,000		650,000	650,000
6384	Repair maint.- vehicles			5,000		8,000	8,000
6385	Repair maint.- office equip					298,320	313,236
6387	Repair, maint., replacement / computer					462,660	500,000
6388	Repair maint.- online comp					379,556	379,556
6389	Repair maint.- other equip.			-		126,263	130,000
6393	Tuition reimbursement					25,000	25,000
6394	Travel & mileage	402	900	10,000	2,580	57,322	59,364
6395	In-House Training					53,000	53,000
6396	Meetings		750		100	8,950	9,050
6397	Out-of-House Training&Conferences		-			91,700	91,700
6398	Treasurers fee					891,000	935,550
6410	Books				554,000	554,000	554,000
6425	Newspapers/periodicals				55,500	55,500	55,500
6430	Ebooks				165,000	165,000	165,000
6460	Compact discs				47,000	47,000	47,000
6480	Software		-		-	687,991	690,000
6490	Video/DVD				90,000	90,000	90,000
6495	Other expense		3,650		25,000	134,650	124,650
6496	Electronic resources				630,000	630,000	630,000
6500	Platform Fees				13,250	13,250	13,250
6510	Insurance					225,000	230,000
6520	Equipment rentals			2,000		14,000	14,000
6530	Lease / rental expense					-	-
	Capital Outlay						
6952	Equipment over \$5000			-	-	-	-
6940	Improvement to Buildings						
6954	New Computers & Other Technology			-	-	1,821,944	80,000
6980	Capital improvements			27,464,000		27,464,000	11,412,000
6985	Lease debt service					-	-
6986	Opening Day Collection				510,000	510,000	-
6987	Construction Graphics					-	-
	DEPARTMENT TOTAL	135,952	9,305	29,167,000	2,811,874	50,771,717	31,706,495

**RESOLUTION TO ADOPT BUDGET
24-3**

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE HIGH PLAINS LIBRARY DISTRICT, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2025, AND ENDING ON THE LAST DAY OF DECEMBER 2025.

WHEREAS, the Board of Trustees of the High Plains Library District has appointed Dr. Matthew Hortt, High Plains Library District Executive Director, to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, Dr. Matthew Hortt has submitted a proposed budget to this governing body for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 9, 2024, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the High Plains Library District, Colorado:

Section 1. That estimated expenditures for each fund are as follows:

General Fund	<u>\$72,484,015</u>
Debt Service Fund	\$

Section 2. That estimated revenues for each fund are as follows:

General Fund:	
From un-appropriated surpluses	\$ 92,914,415
From sources other than general property tax	2,750,801
From the general property tax levy	<u>54,267,111</u>
Total General Fund	<u>\$149,932,327</u>
Debt Service	\$

Resolution to Adopt Budget
Page 2
High Plains Library District

Section 3. That the budget, as submitted, amended, and hereinabove summarized by fund, hereby is approved and adopted as the budget of the High Plains Library District for the year stated above.

Section 4. That the budget hereby approved and adopted shall be signed by the Chairman, High Plains Library District Board of Trustees, and made a part of the public records of the District.

ADOPTED, this 9th day of December, A.D., 2024.

Attest:

Chairman, Board of Trustees

Attest:

Secretary/Treasurer, Board of Trustees

RESOLUTION TO APPROPRIATE SUMS OF MONEY

24-4

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE HIGH PLAINS LIBRARY DISTRICT, COLORADO, FOR THE 2025 BUDGET YEAR.

WHEREAS, the Board of Trustees has adopted the annual budget in accordance with the local Government Budget Law, on December 9, 2024 and

WHEREAS, the Library Board has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the High Plains Library District, Colorado:

That the following sums are hereby appropriated from the revenue of each fund, to each fund, for purposes stated:

General Fund:	
Current Operating Expenses	\$30,828,607
Capital Outlay	29,803,444
Transfers (internal activities)	
Distribution to Member Libraries	11,851,964
Total General Fund	<u>\$72,484,015</u>
Debt Service Fund:	
Principal & Interest & Other	\$

ADOPTED, this 9th day of December, A.D., 2024.

ATTEST:

Chairman, Board of Trustees

ATTEST:

Secretary/Treasurer, Board of Trustees

RESOLUTION TO SET MILL LEVIES

24-5

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE HIGH PLAINS LIBRARY DISTRICT, COLORADO, FOR THE 2025 BUDGET YEAR.

WHEREAS, the Board of Trustees of the High Plains Library District has adopted the annual budget in accordance with the Local Government Budget Law, on December 9, 2024, and

WHEREAS, the amount of money necessary to balance the budget for general operating expenses is \$53,433,240

WHEREAS, the 2024 valuation for assessment for the High Plains Library District as certified by the Weld County Assessor is \$16,818,772,362

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the High Plains Library District, Colorado:

Section 1: That for the purpose of meeting all general operating expenses of the High Plains Library District during the 2025 budget year, there is hereby levied a tax of 3.177 mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2024.

Section 2: That the District Executive Director is hereby authorized and directed to immediately recertify to the County Commissioners of Weld County, Colorado, the mill levies for the High Plains Library District as hereinabove determined and set.

ADOPTED, this 9th day of December, A.D., 2024.

ATTEST:

Chairman, Board of Trustees

ATTEST:

Secretary/Treasurer, Board of Trustees

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments *

* School governments must use forms provided by the Colorado Department of Education (303) 866-6600.

TO: County Commissioners of Weld County, Colorado. The Board of Trustees
 (governing board)
 of the High Plains Library District hereby certifies the following mill levies to be extended upon the
 (name of local government)

GROSS↑ assessed valuation of \$ 17,204,845,180 . Submitted this date: December 13, 2024

PURPOSE	LEVY	REVENUE
1. General Operating Expenses [This includes fire pension, <u>unless</u> fire pension levy is voter-approved; if so, use Line 7 below.]	<u>3.177</u> mills	<u>\$ 53,433,240</u>
2. (Minus) Temporary Property Tax Credit/ Temporary Mill Levy Rate Reduction, 39-1-111.5, C.R.S.	< > mills ‡	\$ < >
‡ IF THE CREDIT DOES NOT APPLY TO the General Operating Expenses levy PLEASE INDICATE HERE THE LEVY TO WHICH THE CREDIT APPLIES		
SUBTOTAL	<u>3.177</u> mills	<u>\$ 53,433,240</u>
3. General Obligation Bonds and Interest [Special districts must certify separately for each debt pursuant to 32-1-1603, C.R.S.; see Page 2 of this form. If bond levy ended last year, enter date/name].	_____ mills	\$ _____
4. Contractual Obligations Approved At Election	_____ mills	\$ _____
5. Capital Expenditures [These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities <u>through public hearings</u> pursuant to 29-1-301(1.2) C.R.S. and for special districts <u>through approval from the Division of Local Government</u> pursuant to 29-1-302(1.5) C.R.S. or for any entity if <u>approved at election</u> .]	_____ mills	\$ _____
6. Refunds/Abatements [if the gov't.entity is in more than one county, the levy must be uniform throughout the entity's boundaries].	_____ mills	\$ _____
7. Other (specify):	_____ mills	\$ _____
TOTAL	<u>3.177</u> mills	<u>\$ 53,433,240</u>

NOTE: Certification **must** be carried to three decimal places only.
 NOTE: If you certify to more than one county, you **must** certify the **same** levy to each county.
 NOTE: If your boundaries extend into more than one county, please list all counties here:

Counties: Boulder and Weld

Contact person: _____
 (print) Natalie Wertz Daytime phone: (970) 506-8566

Signed: _____ Title: Finance Manager, High Plains Library District

Send one completed copy of this form to the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, Colorado 80203 when you submit it to the Board(s) of County Commissioners. Questions? Call DLG at (303) 866-2156.

↑ As reported by County Assessor in final certification of valuation; use NET Assessed Valuation to calculate any levy.

CERTIFICATION OF TAX LEVIES, continued

THIS APPLIES ONLY TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. Total of all levies should be recorded on Page 1, Line 3.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS:

- | | | |
|----|-------------------|-------|
| 1. | Purpose of Issue: | N/A |
| | Series: | _____ |
| | Date of Issue: | _____ |
| | Coupon Rate: | _____ |
| | Maturity Date: | _____ |
| | Levy: | _____ |
| | Revenue: | _____ |
| | | |
| 2. | Purpose of Issue: | _____ |
| | Series: | _____ |
| | Date of Issue: | _____ |
| | Coupon Rate: | _____ |
| | Maturity Date: | _____ |
| | Levy: | _____ |
| | Revenue: | _____ |

CONTRACTS:

- | | | |
|----|----------------------|-------|
| 3. | Purpose of Contract: | N/A |
| | Title: | _____ |
| | Date: | _____ |
| | Principal Amount: | _____ |
| | Maturity Date: | _____ |
| | Levy: | _____ |
| | Revenue: | _____ |
| | | |
| 4. | Purpose of Contract: | _____ |
| | Title: | _____ |
| | Date: | _____ |
| | Principal Amount: | _____ |
| | Maturity Date: | _____ |
| | Levy: | _____ |
| | Revenue: | _____ |

RESOLUTION TO SET MILL LEVIES
24-6

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE HIGH PLAINS LIBRARY DISTRICT, COLORADO, FOR THE 2025 BUDGET YEAR.

WHEREAS, the Board of Trustees of the High Plains Library District has adopted the annual budget in accordance with the Local Government Budget Law, on December 9, 2024, and

WHEREAS, the amount of money necessary to balance the budget for general operating expenses is \$833,871

WHEREAS, the 2024 valuation for assessment for the High Plains Library District as certified by the Boulder County Assessor is \$262,471,356

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the High Plains Library District, Colorado:

Section 1: That for the purpose of meeting all general operating expenses of the High Plains Library District during the 2025 budget year, there is hereby levied a tax of 3.177 mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2024.

Section 2: That the District Executive Director is hereby authorized and directed to immediately recertify to the County Commissioners of Boulder County, Colorado, the mill levies for the High Plains Library District as hereinabove determined and set.

ADOPTED, this 9th day of December, A.D., 2024.

ATTEST:

Chairman, Board of Trustees

ATTEST:

Secretary/Treasurer, Board of Trustees

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments *

* School governments must use forms provided by the Colorado Department of Education (303) 866-6600.

TO: County Commissioners of Boulder County, Colorado. The Board of Trustees
 (governing board)
 of the High Plains Library District hereby certifies the following mill levies to be extended upon the
 (name of local government)
GROSS† assessed valuation of \$ 269,645,666. Submitted this date: December 13, 2024

PURPOSE	LEVY	REVENUE
1. General Operating Expenses [This includes fire pension, <u>unless</u> fire pension levy is voter-approved; if so, use Line 7 below.]	<u>3.177</u> mills	\$ <u>833,871</u>
2. (Minus) Temporary Property Tax Credit/ Temporary Mill Levy Rate Reduction, 39-1-111.5, C.R.S.	< > mills ‡	\$ < >
‡ IF THE CREDIT DOES NOT APPLY TO the General Operating Expenses levy PLEASE INDICATE HERE THE LEVY TO WHICH THE CREDIT APPLIES		
SUBTOTAL	<u>3.177</u> mills	\$ <u>833,871</u>
3. General Obligation Bonds and Interest [Special districts must certify separately for each debt pursuant to 32-1-1603, C.R.S.; see Page 2 of this form. If bond levy ended last year, enter date/name].	_____ mills	\$ _____
4. Contractual Obligations Approved At Election	_____ mills	\$ _____
5. Capital Expenditures [These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities <u>through public hearings</u> pursuant to 29-1-301(1.2) C.R.S. and for special districts <u>through approval from the Division of Local Government</u> pursuant to 29-1-302(1.5) C.R.S. or for any entity if <u>approved at election</u> .]	_____ mills	\$ _____
6. Refunds/Abatements [if the gov't entity is in more than one county, the levy must be uniform throughout the entity's boundaries].	_____ mills	\$ _____
7. Other (specify):	_____ mills	\$ _____
TOTAL	<u>3.177</u> mills	\$ <u>833,871</u>

NOTE: Certification **must** be carried to three decimal places only.
 NOTE: If you certify to more than one county, you **must** certify the **same levy** to each county.
 NOTE: If your boundaries extend into more than one county, please list all counties here:

Counties: Boulder and Weld

Contact person:
 (print) Natalie Wertz Daytime phone: (970) 506-8566
 Signed: _____ Title: Finance Manager, High Plains Library District

Send one completed copy of this form to the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, Colorado 80203 when you submit it to the Board(s) of County Commissioners. Questions? Call DLG at (303) 866-2156.

† As reported by County Assessor in final certification of valuation; use NET Assessed Valuation to calculate any levy.

CERTIFICATION OF TAX LEVIES, continued

THIS APPLIES ONLY TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. Total of all levies should be recorded on Page 1, Line 3.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS:

1. Purpose of Issue: N/A
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS:

3. Purpose of Contract: N/A
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

**LEASE-PURCHASE SUPPLEMENTAL SCHEDULE TO THE
ADOPTED BUDGET (29-1-103(3)(D), C.R.S.**

BUDGET YEAR 2025

The Supplemental Schedule must present information **separately** for all lease-purchase agreements involving real property and all lease purchase agreements for non-real property.

I. REAL PROPERTY LEASE-PURCHASE AGREEMENTS:

Description of real Property Lease-Purchase:

Lease of Library Facilities:	<u>Year</u>	<u>Amount</u>
	2025	\$

Total maximum payment liability for all Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all optional renewal terms:	\$
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II. ALL LEASE-PURCHASE AGREEMENTS NOT INVOLVING REAL PROPERTY

Description of Lease-Purchase Item(s): _____

Description of Lease-Purchase Agreement(s): _____

	<u>Year</u>	Amount
Total amount to be expended for all Non-Real Property Lease Purchase Agreements in Budget Year:	20__	\$ _____

Total maximum payment liability for all Non-Real Property Lease Purchase Agreements over the entire terms of all such Agreements, including all optional renewal terms:	\$ _____
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2025
Capital
Improvement

OVERVIEW OF CAPITAL IMPROVEMENT PROGRAM PROCESS

It is the practice of the High Plains Library District (HPLD) to develop, maintain, and revise when necessary a continuing Capital Improvement Program (CIP). The CIP covers a five-year planning horizon, identifying infrastructure and facility projects that the District plans to undertake.

Defining a Capital Improvement

To be included in the CIP, projects need to meet one of the following criteria:

- Construction of a new District asset or expansion of an existing District-owned facility, including preliminary planning and surveys, cost of land (if applicable), staff and contractual services for design and construction, and related furnishings and equipment.
- Initial acquisition of a major equipment system, which will become a District asset that has a cost of \$10,000 or more and a useful life of at least three years.
- Major renovation or rehabilitation of an existing District-owned facility that requires an expenditure of \$10,000 or more and will extend the life of the original District asset.

Exceptions have been made for inclusion of a few projects that do not meet the above criteria to make them more visible to the public and the HPLD Board of Trustees (BOT).

Steps from Submittal to Approval

The CIP process begins with the District's annual Budget kick-off meeting with all Directors and Managers. The Directors and Managers are given the months of July and August to develop their CIP requests and review future year requests based on their assessment of needs. The 2025 - 2029 Program includes projects that are pay-as-you-go funded with operating funds and allocation of fund balance. The Finance Department reviews all requests for funding availability and reasonableness.

Summary of Expenditures and Funding

The approved five-year CIP for Fiscal Years 2025 through 2029 totals approximately \$55.74 million. The 2025 budget includes funds to construct a library in Mead, and remodel and improve district-owned facilities. Funding will be from 2025 revenue and the fund balance in the General Fund.

Impact on the Operating Budget

The completion of many projects is the beginning of recurring costs for the operating budget. All projects included in the first year of the Capital Program are funded in the 2025 recommended budget. Projects included in the subsequent years (2026-2029) will be approved by the BOT in concept only. The Program will be updated annually to address specific needs as they arise or as the BOT goals and policies change.

Thus, it is important for the reader to understand that the District's BOT is not committing funds for any projects beyond the 2025 year.

Location/Item Description	2025	2026	2027	2028	2029
Carbon Valley Regional Library					
RTU1, RTU2, RTU3, RTU4	\$ 474,000				
Sun Shade for play area	\$ 16,000				
Podium	\$ 7,500				
Total	\$ 497,500	\$ -	\$ -	\$ -	\$ -
Centennial Park Library					
RTU 1, 2, and 3				258,000	
Exhaust Fans - EF1, 2, and 3			8,000		
Sun shades for children's patio area	\$ 6,000				
Total	\$ 6,000	\$ -	\$ 8,000	\$ 258,000	\$ -
District Support Services					
New Tech Eqpt (Computer, Phone, Server...)	\$ 1,821,944	\$ 30,000	\$ 40,000	\$ 40,000	\$ 50,000
Repair, replacement & new equipment	\$ 70,000	\$ 70,000	\$ 80,000	\$ 80,000	\$ 100,000
Workforce Development Vehicle	\$ 150,000	\$ 150,000			
Facilities Truck	\$ 60,000				
RTU 2		\$ 142,000			
RTU 1, 3, and 4 and exhaust fan 1				\$ 221,898	
Special projects (Facilities)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Special projects (IT)	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Total	\$ 2,151,944	\$ 492,000	\$ 220,000	\$ 441,898	\$ 250,000
Erie Community Library					
RTU 3				8,000	
Base Mounted Pump - B1 & B2			36,000		
Relief Fans - RF 1, 2, 3, & 4			\$ 32,000		
Exhaust Fans - EF1, 2,3, & 4			\$ 8,000		
Total	\$ -	\$ -	\$ 76,000	\$ 8,000	\$ -
Farr Regional Library					
Roof				230,000	
CU2 cooling unit 2 IT room				\$ 4,000	
Parking lot	\$ 22,000				
Total	\$ 22,000	\$ -	\$ -	\$ 234,000	\$ -
Riverside Library					
Expanding LA area - moving wall	\$ 50,000				
A/C split unit	\$ 16,000				
Total	\$ 66,000	\$ -	\$ -	\$ -	\$ -
Total					
Total	\$ -	\$ -	\$ -	\$ -	\$ -
Opening Day Collection					
		Mead	Erie		
	\$ 510,000		\$ 950,000		
Total	\$ 510,000	\$ -	\$ 950,000	\$ -	\$ -
Library Buildings, PC Centers, and Facilities					
Carbon Valley Regional Library renovations	\$ 1,000,000				
Farr Regional Library renovations	\$ 550,000				
DSS Expansion and Archive	\$ 15,000,000	\$ 5,000,000			
Mead	\$ 10,000,000	\$ 4,000,000			
Erie		\$ 2,000,000	\$ 7,000,000	\$ 5,000,000	
Total	\$ 26,550,000	\$ 11,000,000	\$ 7,000,000	\$ 5,000,000	\$ -
Grand Total	\$ 29,803,444	\$ 11,492,000	\$ 8,254,000	\$ 5,941,898	\$ 250,000

2025
Department
Budgets

01-xxxx-50-01 Board of Trustees					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k					
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies	139	30	750	750	800
6250 · Bib Processing Supplies					
6310 · Postage					
6320 · Printing					
6340 · Memberships			300	300	300
6345 · Public Relations					
6358 · Programs					
6362 · Electric					
6364 · Water and sewer					
6365 · Natural gas					
6367 · Phones					
6369 · Disposal Services					
6379 · Professional Contracts					
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - vehicles					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage	2,419	497	2,800	2,800	2,900
6396 · Meetings	924	215	3,500	2,000	2,100
6397 · Out-of-House Training & Conferences	557	77	1,000	500	500
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New Computers & other technology					
Total	4,039	819	8,350	6,350	6,600

01-xxxx-50-02 Executive Director					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k					150
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies	45,481	1,725	1,200	1,200	1,300
6250 · Bib Processing Supplies					
6310 · Postage					
6320 · Printing					
6340 · Memberships	397	150	1,200	1,200	1,200
6345 · Public Relations					
6358 · Programs					
6362 · Electric					
6364 · Water and sewer					
6365 · Natural gas					
6367 · Phones					
6369 · Disposal Services					
6379 · Professional Contracts					
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - vehicles					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage	1,825	1,544	3,500	3,500	3,750
6396 · Meetings	2,515		3,500	3,500	3,500
6397 · Out-of-House Training & Conferences	1,996	297	1,200	1,200	1,200
6480 · Software					
6495 · Other Expense				100,000	100,000
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New Computers & other technology					
Total	52,214	3,716	10,600	110,600	111,100

01-xxxx-50-03 Associate Directors

Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k			200	20,200	200
6236 · Janitorial supplies					
6249 · Operating supplies	1,227	397	995	495	525
6250 · Bib Processing Supplies					
6310 · Postage	42			10	10
6320 · Printing					
6340 · Memberships	451		1,010	450	450
6345 · Public Relations					
6358 · Programs	78,041	59,387	86,300	204,300	204,300
6362 · Electric					
6364 · Water and sewer					
6365 · Natural gas					
6367 · Phones					
6369 · Disposal Services					
6379 · Professional Contracts	33,618	19,629	40,450	12,140	12,140
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - vehicles					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage	396	373	1,500	1,020	1,020
6396 · Meetings	298		500	500	500
6397 · Out-of-House Training & Conferences					
6480 · Software					
6495 · Other Expense	768		5,000	6,000	6,000
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New Computers & other technology					
Total	114,841	79,786	135,955	245,115	225,145

01-xxxx-10-00 Centennial Park					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k	1,050	4,560	10,950	7,550	4,100
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies	16,207	11,932	18,900	20,200	20,100
6250 · Bib Processing Supplies					
6310 · Postage	10	8	124	1,314	114
6320 · Printing					
6340 · Memberships	175	150	550	500	500
6345 · Public Relations					
6358 · Programs					
6362 · Electric	44,541	18,056	52,000	52,000	53,000
6364 · Water and sewer	3,138	999	5,500	5,500	6,000
6365 · Natural gas	12,675	4,572	15,000	15,000	16,000
6367 · Phones					
6369 · Disposal Services	8,114	3,952	9,000	9,000	10,000
6379 · Professional Contracts	58,963	38,490	68,640	70,720	74,880
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - vehicles					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage	328	160	621	621	621
6395 · In-House Training					
6396 · Meetings	667	113	300	300	300
6397 · Out-of-House Training & Conferences	25				
6480 · Software					
6495 · Other Expense	160				
6510 · Insurance					
6520 · Equipment Rentals					
6952 · Equip/furniture-over \$5000					
6954 · New Computers & Other Technology					
6980 - Capital improvements					
Total	146,053	82,992	181,585	182,705	185,615

01-xxxx-15-00 Farr					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5K	1,282		1,750	2,000	2,000
6236 · Janitorial supplies					
6249 · Operating supplies	9,660	4,363	11,000	13,000	13,000
6250 · Bib Processing Supplies					
6310 · Postage	5		25	25	100
6320 · Printing					
6340 · Memberships	94		200	200	200
6345 · Public Relations					
6358 · Programs					
6362 · Electric	55,733	15,888	70,000	70,000	71,000
6364 · Water and sewer	15,088	2,996	22,000	22,000	23,000
6365 · Natural gas	16,086	2,555	20,000	20,000	20,000
6367 · Phones					
6369 · Disposal Services	8,765	4,068	10,000	10,000	10,500
6379 · Professional Contracts		173	1,110	1,160	1,160
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - vehicles					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment				12,000	11,000
6394 · Travel and Mileage	98		261	201	201
6396 · Meetings	88		200	400	400
6397 · Out-of-House Training \$ Conferences					
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New Computers & Other Technology					
6980 · Capital improvements					
Total	106,899	30,043	136,546	150,986	152,561

01-xxxx-20-00 Carbon Valley					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k	7,557	402	12,976	16,248	13,300
6221 · E-book Readers					
6224 · CVRL Foundation Purchases					
6236 · Janitorial supplies					
6249 · Operating supplies	13,115	7,864	16,370	16,500	16,500
6250 · Bib Processing Supplies					
6310 · Postage			100	100	100
6320 · Printing					
6340 · Memberships		50	750	1,050	1,050
6345 · Public Relations					
6358 · Programs					
6362 · Electric	41,136	15,829	55,000	55,000	55,500
6364 · Water and sewer	5,609	1,459	15,000	15,000	15,500
6365 · Natural gas	11,691	5,556	20,000	20,000	21,000
6367 · Phones					
6369 · Disposal Services	12,048	5,895	15,000	15,000	16,000
6379 · Professional Contracts			5,900	5,900	5,900
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - vehicles					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment			5,000	5,000	5,000
6394 · Travel and Mileage	1,094	628	3,275	3,275	3,275
6396 · Meetings	272	102	540	540	540
6397 · Out-of-House Training & Conferences					
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000				7,500	
6954 · New computers & other technology					
6980 · Capital improvements					
6986 · Opening Day Collection					
Total	92,522	37,785	149,911	161,113	153,665

01-xxxx-30-00 Lincoln Park					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k					
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies	2,400				
6250 · Bib Processing Supplies					
6310 · Postage					
6320 · Printing					
6340 · Memberships					
6345 · Public Relations					
6358 · Programs					
6362 · Electric	9,103	569	9,000		
6364 · Water and sewer	1,646	610	1,000		
6365 · Natural gas	5,631	2,332	4,500		
6367 · Phones					
6369 · Disposal Services	7,742	5,604	2,500		
6379 · Professional Contracts	36,621		3,000		
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - vehicles					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage					
6396 · Meetings					
6397 · Out-of-House Training &Conferences					
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6530 - Lease / Rent Expense					
6952 · Equip/furniture-over \$5000					
6954 · New computers and other technology					
6980 - Capital improvements					
Total	63,143	9,115	20,000	-	-

01-xxxx-35-00 LINC - Library INnovation Center					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5K	7,291	9,270	9,224	3,690	-
6236 · Janitorial supplies					
6249 · Operating supplies	42,067	27,863	69,800	69,800	69,800
6250 · Bib Processing Supplies					
6310 · Postage			100	-	-
6320 · Printing					
6340 · Memberships	50		350	300	300
6345 · Public Relations					
6358 · Programs					
6362 · Electric	85,855	27,149	60,000	60,000	61,000
6364 · Water and sewer	6,922	6,024	18,000	18,000	19,000
6365 · Natural gas	40,472	20,327	50,000	50,000	51,000
6367 · Phones					
6369 · Disposal Services	13,379	9,744	20,000	20,000	21,000
6379 · Professional Contracts	59,485	53,496	94,380	113,152	113,152
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - vehicles					
6385 · Repair maint. - office equipment				-	
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment				12,000	12,000
6394 · Travel and Mileage			1,740	2,320	2,320
6396 · Meetings	220	247	300		
6397 · Out-of-House Training \$ Conferences					
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New Computers & Other Technology					
6980 - Capital improvements					
Total	255,741	154,120	323,894	349,262	349,572

01-xxxx-40-00 Outreach					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k	3,620	472	3,500	4,500	3,500
6236 · Janitorial supplies					
6249 · Operating supplies	18,928	5,823	15,000	10,000	11,000
6250 · Bib Processing Supplies					
6310 · Postage			125	125	150
6320 · Printing					
6340 · Memberships	503		1,200	650	650
6345 · Public Relations					
6358 · Programs					
6362 · Electric					
6364 · Water and sewer					
6365 · Natural gas					
6367 · Phones					
6369 · Disposal Services					
6379 · Professional Contracts	25,115	10,684	46,900	68,761	44,641
6380 · Gasoline, Motor Oil, Lubricants	7,787	3,465	13,500	16,000	20,000
6382 · Repair maint. - building					
6384 · Repair maint. - vehicles	27,748	7,386	26,700	26,400	25,200
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer		464			
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage	5,172	846	5,500	5,600	6,000
6396 · Meetings	565	77	1,200	750	750
6397 · Out-of-House Training & Conferences					
6410 · Books					
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New computers & other technology					
6980 - Capital improvements					
Total	89,438	29,217	113,625	132,786	111,891

01-xxxx-45-00 Mead Library

Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k					
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies					10,000
6250 · Bib Processing Supplies					
6310 · Postage					
6320 · Printing					
6340 · Memberships					150
6345 · Public Relations					
6358 · Programs					
6362 · Electric					10,000
6364 · Water and sewer					7,500
6365 · Natural gas					9,000
6367 · Phones					
6369 · Disposal Services					5,000
6379 · Professional Contracts					
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - bookmobile					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage					300
6396 · Meetings					100
6397 · Out-of-House Training & Conferences					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New Computers & other technology					
Total	-	-	-	-	42,050

01-xxxx-71-00 Erie					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k	5,827	5,310	11,220	26,750	22,750
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies	11,414	5,732	16,750	19,300	19,300
6250 · Bib Processing Supplies					
6310 · Postage	25	13	100	125	125
6320 · Printing					
6340 · Memberships	89		405	405	405
6345 · Public Relations					
6358 · Programs					
6362 · Electric	33,529	11,801	50,000	50,000	51,000
6364 · Water and sewer	9,349	2,500	15,000	15,000	15,500
6365 · Natural gas	7,452	2,992	12,000	12,000	13,000
6367 · Phones					
6369 · Disposal Services	2,005	780	5,000	5,000	5,500
6379 · Professional Contracts					
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - vehicles					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage	1,611	462	1,160	1,740	1,740
6396 · Meetings			300	450	450
6397 · Out-of-House Training & Conferences					
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New computers & other technology					
6980 - Capital improvements					
Total	71,301	29,590	111,935	130,770	129,770

01-xxxx-72-00 Kersey Library					
Expense Account	Actual 2022	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k	1,674	763	10,200	7,500	3,000
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies	1,962	267	2,560	3,160	4,360
6250 · Bib Processing Supplies					
6310 · Postage			10	15	
6320 · Printing					
6340 · Memberships		10	150	150	200
6345 · Public Relations					
6358 · Programs					
6362 · Electric	3,354	1,075	5,000	5,000	5,500
6364 · Water and sewer	795	368	4,000	1,500	2,000
6365 · Natural gas	2,023	496	4,000	3,000	3,500
6367 · Phones					
6369 · Disposal Services	2,570	1,447	3,000	3,000	3,500
6379 · Professional Contracts					
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building	32				
6384 · Repair maint. - vehicles					
6385 · Repair maint. - office equipment			200	250	250
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage			626	600	500
6396 · Meetings	122		25	100	
6397 · Out-of-House Training &Conferences					
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6530 · Lease / Rental expense					
6952 · Equip/furniture-over \$5000					
6954 · New computers and other technology					
6980 - Capital improvements					
Total	12,532	4,426	29,771	24,275	22,810

01-xxxx-73-00 Riverside Library & Cultural Center					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture<\$5k	2,940	718	5,500	15,000	5,000
6236 · Janitorial supplies					
6249 · Operating supplies	7,876	3,715	12,500	12,650	12,650
6250 · Bib Processing Supplies					
6310 · Postage	126	10	158	159	159
6320 · Printing					
6340 · Memberships	102	102	300	200	200
6345 · Public Relations					
6358 · Programs					
6362 · Electric	22,503	1,195	25,000	25,000	26,000
6364 · Water and sewer	3,333	603	8,000	8,000	8,500
6365 · Natural Gas	9,300	2,102	10,000	10,000	10,500
6367 · Phones					
6369 · Disposal Services	3,050	2,029	4,000	4,000	4,500
6379 · Professional Contracts					
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - bookmobile					
6385 · Repair maint. - office equipment			200	200	200
6387 · Repair maint. - computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage	180	148	1,000	500	500
6395 - In House Training					
6396 · Meetings	103	82	300	300	300
6397 · Out of House Training & Conferences					
6410 - Books					
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6952 · Equip/furniture-over \$5000					
6954 · New computers and other technology					
6980 - Capital Improvements					
Total	49,513	10,704	66,958	76,009	68,509

01-xxxx-74-00 Grover Library					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k				2,600	1,000
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies			2,500	6,120	5,620
6250 · Bib Processing Supplies					
6310 · Postage					
6320 · Printing					
6340 · Memberships				100	100
6345 · Public Relations					
6358 · Programs					
6362 · Electric			1,500	5,000	5,575
6364 · Water and sewer			300	3,000	3,150
6365 · Natural gas			1,000	5,000	5,050
6367 · Phones					
6369 · Disposal Services			200	2,000	2,100
6379 · Professional Contracts			17,000		
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - bookmobile					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage				1,200	1,200
6396 · Meetings					
6397 · Out-of-House Training & Conferences					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New Computers & other technology					
Total	-	-	22,500	25,020	23,795

01-xxxx-50-51 Administration					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6136 - Workers' Compensation	63,186	51,018	88,000	95,000	100,000
6205 - Bank Service Charges					
6220 - Minor Equipment/Furniture <\$5k					
6236 - Janitorial supplies					
6249 - Operating supplies	8,575	5,102	6,500	6,500	6,500
6250 - Bib Processing Supplies					
6310 - Postage			50	50	50
6320 - Printing					
6340 - Memberships	1,238	2,697			
6345 - Public Relations					
6362 - Electric	29,045	(14,963)	45,000	45,000	46,000
6364 - Water and sewer	7,820	3,145	15,000	15,000	16,000
6365 - Natural gas	11,121	2,961	20,000	15,000	16,000
6367 - Phones					
6369 - Disposal Services	20,357	10,487	25,000	25,000	28,000
6378 - High Plains RLSS Courier					
6379 - Professional Contracts	64,262	41,561	44,400	75,000	425,600
6385 - Repair maint. - office equipment					
6394 - Travel and Mileage					
6395 - In-House Training					
6396 - Meetings	9				
6397 - Out-of-House Training & Conferences					
6398 - Treasurer's fee	774,423	1,031,807	1,113,750	891,000	935,550
6410 - Books					
6425 - Periodicals					
6480 - Software					
6495 - Other expense	170	1,200			
6510 - Insurance	175,972	171,720	200,000	225,000	230,000
6520 - Equipment Rentals					
6530 - Lease / Rental expense					
6952 - Equipment / furniture over \$5,000					
6954 - New Computers & other technology					
6980 - Capital improvements					
6985 - Lease debt service					
Total	1,156,178	1,306,735	1,557,700	1,392,550	1,803,700

01-xxxx-50-53 Community Relations and Marketing

Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k	3,806	1,828	5,000	8,000	8,000
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies	20,976	9,819	32,000	42,500	42,500
6250 · Bib Processing Supplies					
6310 · Postage	87		100	100	100
6320 · Printing	13,044	3,173	23,000	13,500	13,500
6340 · Memberships	7,551	3,466	11,965	16,995	16,995
6345 · Public Relations	59,614	39,463	74,655	83,355	83,355
6358 · Programs					
6362 · Electric					
6364 · Water and sewer					
6365 · Natural gas					
6367 · Phones					
6369 · Disposal Services					
6379 · Professional Contracts	18,725	2,020	28,920	30,120	30,120
6380 · Gasoline, Motor Oil, Lubricants			4,500	5,000	5,000
6382 · Repair maint. - building					
6384 · Repair maint. - bookmobile			3,000	3,000	3,000
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage	932	592	1,250	600	600
6396 · Meetings	984	603	1,250	1,500	1,500
6397 · Out-of-House Training & Conferences					
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6987 - Construction - Graphics					
Total	125,719	60,964	185,640	204,670	204,670

01-xxxx-50-54 - Information Technology and Innovation

Expense Account	Actual	YTD	Budget	Budget	Planned
	2023	6/30/2024	2024	2025	2026
6220 · Minor Equipment/Furniture <\$5k	1,365	3,834	5,000	7,600	
6240 - Supplies Resale - Flash Drives					
6249 · Operating supplies	29,263	5,485	5,000	11,124	
6250 · Bib Processing Supplies					
6310 · Postage			100	100	
6320 · Printing					
6340 · Memberships	210	660	10,830	11,342	11,342
6345 · Public Relations					
6358 · Programs					
6362 · Electric					
6364 · Water and sewer					
6365 · Natural gas					
6367 · Phones	160,903	150,406	397,550	492,609	492,609
6369 · Disposal Services		3,362	1,500	5,043	5,100
6379 · Professional Contracts	26,044	26,956	52,075	113,269	115,000
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - bookmobile					
6385 · Repair maint. - office equipment	205,053	104,408	216,000	298,320	313,236
6387 · Repair, maint., replacement / computer	530,356	242,567	350,950	462,660	500,000
6388 · Repair maint. - on-line computer	261,878	259,363	327,266	379,556	379,556
6389 · Repair maint. - other equipment	1,410	1,340	132,500	126,263	130,000
6394 · Travel and Mileage	9,115	2,924	21,500	34,320	36,000
6395 - In-House Training					
6396 · Meetings	75	24	250	400	400
6397 · Out-of-House Training & Conferences					
6480 · Software	402,637	335,828	614,535	687,991	690,000
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals				12,000	12,000
6952 · Equip/furniture-over \$5000		37,400			
6954 · New Computers & other technology	130,493	110,548	255,000	1,821,944	80,000
6980 · Capital Improvements					
6985 · Lease					
Total	1,758,802	1,285,105	2,390,056	4,464,541	2,765,243

01-xxxx-50-55 Human Resources					
Expense Account	Actual	YTD	Budget	Budget	Planned
	2023	6/30/2024	2024	2025	2026
6220 · Minor Equipment/Furniture <\$5k	525		1,200	1,000	1,000
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies	2,382	1,315	700	3,000	2,400
6250 · Bib Processing Supplies					
6310 · Postage					
6320 · Printing	109				
6340 · Memberships	5,629	4,858	8,014	8,349	8,299
6345 · Public Relations	10,269	8,848	10,950	12,874	7,374
6358 · Programs					
6362 · Electric					
6364 · Water and sewer					
6365 · Natural gas					
6367 · Phones					
6369 · Disposal Services					
6379 · Professional Contracts	103,008	77,291	95,155	177,173	179,873
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - bookmobile					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6393 - Tuition Reimbursement	15,362	10,729	25,000	25,000	25,000
6394 · Travel and Mileage	952	863	720	1,200	1,200
6395 - In-House Training	34,206	8,598	39,600	53,000	53,000
6396 · Meetings	470		100	200	200
6397 · Out-of-House Conference & Meetings	39,765	27,172	60,000	90,000	90,000
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
Total	212,677	139,674	241,439	371,796	368,346

01-xxxx-50-56 Finance					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6205 -Bank Service Charges	965	367	1,980	1,980	1,980
6220 · Minor Equipment/Furniture <\$5k					
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies	420		750	750	750
6250 · Bib Processing Supplies					
6310 · Postage			990	1,095	1,125
6320 · Printing					
6340 · Memberships	1,312	429	1,200	1,320	1,320
6345 · Public Relations					
6358 · Programs					
6362 · Electric					
6364 · Water and sewer					
6365 · Natural gas					
6367 · Phones					
6369 · Disposal Services					
6379 · Professional Contracts	75,831	47,921	78,525	130,405	133,155
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - bookmobile					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage	295	115	393	402	414
6396 · Meetings					
6397 · Out-of-House Training & Conferences					
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New Computers & other technology					
Total	78,823	48,832	83,838	135,952	138,744

01-xxxx-50-57 Foundation					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k	769	298			
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies	1,339	170	950	400	400
6250 · Bib Processing Supplies					
6310 · Postage	29		550	550	550
6320 · Printing	178		1,000	1,000	1,000
6340 · Memberships	685	1,008	1,675	1,055	1,055
6345 · Public Relations	124		1,000	1,000	1,000
6358 · Programs					
6362 · Electric					
6364 · Water and sewer					
6365 · Natural gas					
6367 · Phones					
6369 · Disposal Services					
6379 · Professional Contracts	662				
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - bookmobile					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage	142	176	900	900	900
6395 - In-House Training					
6396 · Meetings	17	161	750	750	750
6397 · Out-of-House Training & Conferences					
6480 · Software	2,712	2,735			
6495 · Other Expense	10		4,248	3,650	3,650
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New Computers & other technology					
Total	6,667	4,548	11,073	9,305	9,305

01-xxxx-50-58 Facilities Services					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k			5,000	5,000	5,000
6221 · E-book Readers					
6236 · Janitorial supplies	72,159	27,462	130,000	90,000	90,000
6249 · Operating supplies	2,518	180			
6250 · Bib Processing Supplies					
6310 · Postage	177				
6320 · Printing					
6340 · Memberships			3,000	3,000	3,000
6345 · Public Relations					
6358 · Programs					
6362 · Electric					
6364 · Water and sewer					
6365 · Natural gas					
6367 · Phones					
6369 · Disposal Services					
6379 · Professional Contracts	856,145	425,295	932,000	932,000	932,000
6380 · Gasoline, Motor Oil, Lubricants	3,363	1,443	6,000	6,000	6,000
6382 · Repair maint. - building	450,188	222,008	500,000	650,000	650,000
6383 · Repair maint. - grounds	200				
6384 · Repair maint. - vehicles	902	449	5,000	5,000	5,000
6385 · Repair maint. - office equipment	71				
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment		1,651			
6394 · Travel and Mileage	3,901	1,192	10,000	10,000	10,000
6396 · Meetings					
6397 · Out-of-House Training & Conferences					
6480 · Software					
6495 · Other Expense					
6510 · Insurance					
6520 · Equipment Rentals			2,000	2,000	2,000
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000			70,000		
6954 · New Computers & other technology					
6980 · Capital Improvements	8,957,101	2,411,197	17,629,510	27,464,000	11,412,000
Total	10,346,725	3,090,877	19,292,510	29,167,000	13,115,000

01-xxxx-50-59 Collection Resources					
Expense Account	Actual 2023	YTD 6/30/2024	Budget 2024	Budget 2025	Planned 2026
6220 · Minor Equipment/Furniture <\$5k	1,019	626	3,300	3,300	3,300
6221 · E-book Readers					
6236 · Janitorial supplies					
6249 · Operating supplies	1,326	772	9,650	9,650	9,650
6250 · Bib Processing Supplies	147,652	61,925	238,769	244,069	244,069
6310 · Postage	30,651	14,679	34,250	34,325	34,325
6320 · Printing					
6340 · Memberships	18,895	60	400	400	400
6345 · Public Relations					
6358 · Programs					
6362 · Electric					
6364 · Water and sewer					
6365 · Natural gas					
6367 · Phones					
6369 · Disposal Services					
6379 · Professional Contracts	353,726	144,884	428,200	427,700	427,700
6380 · Gasoline, Motor Oil, Lubricants					
6382 · Repair maint. - building					
6384 · Repair maint. - bookmobile					
6385 · Repair maint. - office equipment					
6387 · Repair, maint., replacement / computer					
6388 · Repair maint. - on-line computer					
6389 · Repair maint. - other equipment					
6394 · Travel and Mileage	1,925	1,015	2,580	2,580	2,580
6396 · Meetings			100	100	100
6397 · Out-of-House Training & Conferences					
6410 - Books	556,255	274,054	552,000	554,000	554,000
6425 - Newspapers & Periodicals	45,620	23,823	55,500	55,500	55,500
6430 - Ebooks	90,759	91,580	155,000	165,000	165,000
6460 - Compact Discs	36,433	12,825	42,500	47,000	47,000
6480 · Software					
6490 - DVD/BluRay	60,812	22,894	115,000	90,000	90,000
6495 · Other Expense				25,000	15,000
6496 - Electronic resources	430,637	362,763	574,000	630,000	630,000
6500 · Platform Fees	13,305	11,484	15,900	13,250	13,250
6510 · Insurance					
6520 · Equipment Rentals					
6940 · Improvement to Buildings					
6952 · Equip/furniture-over \$5000					
6954 · New Computers & other technology					
6986 - Opening Day Collection	57,934	6,083	35,000	510,000	
Total	1,846,949	1,029,467	2,262,149	2,811,874	2,291,874

2025
Budget String
Coding

Budget String Coding - Numeric Sort

The following format is used for coding expenses for purchase order requisitions and for future budgeting:

<u>Fund</u>	<u>Expense</u>	<u>Location</u>	<u>Department</u>	<u>Project</u>
□□ -	□□□□ -	□□ -	□□ -	□□□□

Definitions:

- **Fund:** A fiscal and accounting entity with a set of accounts recording revenues and expenditures of the entity.
- **Expenses:** Charges incurred for operation, maintenance, supplies, equipment, etc to benefit the current fiscal period.
- **Location:** Various branch location or member library designations associated with a two-digit code.
- **Department:** A two-digit code associated with District Support Services departments.
- **Project:** A four-digit code associated with special expenditure categories.

Coding Examples

Example One: 01-6220-50-51

01=General Fund 6220=Minor Equipment 50=District Support Services 51=Administration

Example Two: 01-6249-10-00

01=General Fund 6249=Operating Supplies 10=Centennial Park 00=No Department

Example Three*: 01-6358-10-00-1001

01=General Fund 6358=Programs 10=Centennial Park 00=No Department

1010=Centennial Park Programs

*In most instances you will not need to code for projects unless you have expenses specifically related to an item on the project list.

Schedule of Budget Codes

<u>Fund</u>	<u>Expense</u>	<u>Location</u>	<u>Department</u>	<u>Project</u>
□□ -	□□□□ -	□□ -	□□ -	□□□□

Location Codes

10	Centennial Park
15	Farr
20	Carbon Valley
30	Lincoln Park
35	LINC - Library INnovation Center
40	Bookmobile
45	Mead
50	District Support Services
70	Ault (Northern Plains)
71	Erie
72	Kersey Library
73	Riverside Library & Cultural Center
74	Grover
75	Eaton
80	Fort Lupton
85	Hudson
90	Johnstown (Glenn A. Jones)
95	Platteville
00	High Plains Library District

Department Codes

00	None
01	Board of Trustees
02	Executive Director
03	Associate Director
51	Administration
53	Community Relations & Marketing
54	Information Technology
55	Human Resources
56	Finance
57	Foundation
58	Facility Services
59	Collection Development

Program/Professional Contracts/Project Codes

Programs

1010	Centennial Park
1015	Farr
1020	Carbon Valley
1030	Lincoln Park
1071	Erie
1072	Kersey
1073	Riverside Library & Cultural Center
8001	Outreach

Professional Contracts

5010	Centennial Park
5015	Farr
5020	Carbon Valley
5030	Lincoln Park
5071	Erie
5072	Kersey
5073	Riverside Library & Cultural Ctr.
8002	Outreach

Projects

2012	Riverside Library & Cultural Ctr.
2013	Lincoln Park
2014	Energy Performance
3513	Interlibrary Loan system
8501	Spell Grant

6000 Tax Distribution to Member Libraries

6010 Contingency / An amount budgeted for expenditures that cannot be foreseen and planned for in the budget process because of an occurrence of an unusual or extraordinary event.

6105 Third Party Health Insurance Payment / Insurance payment for COBRA insurance coverage.

6110 Salaries / Wages paid to employees who are employed by the District.

6112 Life/Disability Insurance / Premium paid for short-term and long-term, life and disability insurance coverage.

6136 Worker's Compensation / Premium paid for worker's compensation insurance policy to provide medical care to employees in the case of a work related accident.

6137 Dental Insurance / Premium paid for dental insurance coverage as elected by employees.

6138 Medical Insurance / Premium paid for medical insurance coverage as elected by employees.

6139 Vision Insurance / Premium paid for vision insurance coverage as elected by employees.

6140 Social Security / Social Security taxes paid by the District on the employees' behalf.

6144 Retirement/401A/457 Expense / Employee paid contribution to the 401A mandatory and 457 elective retirement plan.

6145 Legal Shield / Employee paid Legal Services.

6146 Medicare / Federal withholding contribution as part of social security program.

6148 Federal Unemployment Taxes / Amounts paid by the District to provide unemployment compensation benefits for employees.

6149 State Unemployment Taxes / Amounts paid by the District to provide unemployment compensation benefits for employees.

6200 Retirement — Employer Contribution / Amount paid by District to match employees' contribution to the 401A retirement plan.

6203 Fees — Other / Miscellaneous fees.

6205 Bank Services Charges / Fees paid for bank services.

6220 Minor Equipment / Items costing less than \$5000, such as VCRs, projectors, televisions, display units and typewriters.

6221 E Readers / Kindle Fires and iPads.

6224 Foundation Purchases / Items purchased by the District that the Foundation has approved for funding.

6236 Janitorial Supplies / Items used to clean and supply facilities, such as floor finish, stain remover, toilet tissue, paper towels, hand soap, and vacuum bags.

6249 Operating Supplies / Items such as pens, paper, tape, scissors, desk accessories, binders, paper clips, security cases, seasonal decorations, break room supplies, and craft supplies. Items costing \$100 and less.

6250 Tech Processing Supplies / Items purchased for processing library collection items.

6310 Postage / Mailing costs for sending letters and packages.

6320 Printing / Printing and copying of materials for internal or external use.

6340 Memberships / Payment of membership dues to professional organizations.

6345 Public Relations / Advertising expenses, including recruitment ads, newspaper publications and promotional items.

6358 Programs / Expenditures to promote and conduct programs such as Summer Reading, National Library Week and Children's Read Week. May include prizes, arts and crafts, supplies, decorations and refreshments.

6362 Electric / Expenditures for electrical services provided by a public utility company.

6364 Water and Sewer / Expenditures for services provided by public or private companies.

6365 Natural Gas / Expenditures for natural gas services provided by a public utility company.

6367 Phones / Phone service charges paid to a private utility company, including cell phones and networking line connections.

6369 Disposal Services / Pick up and removal of waste and recyclable materials.

6379 Professional Contracts / Payment for services rendered by outside contractors (organizations or individuals).

6380 Gasoline, Motor Oil, Lubricants / Expenses for fuel and lubricants to operate District vehicles.

6382 Repair & Maintenance-Buildings / Materials and supplies for the repair and maintenance of District buildings. Includes light bulbs, paint, lumber, and hardware supplies.

6384 Repair & Maintenance-Vehicles / Repair and maintenance costs for District vehicles.

6385 Repair & Maintenance-Office Equipment / Services, supplies and maintenance agreements purchased to repair and maintain office equipment, such as copy machines, microfiche reader/printers and fax machines.

6387 Repair, Maintenance, Replacement-Computer / Services, supplies and maintenance agreements purchased to repair and maintain computer equipment, such as monitors, central processing units and printers. Also includes cost of replacement computers.

6388 Repair & Maintenance-On-line Computer / Cost of upkeep for the Dynix Horizon system.

6389 Repair & Maintenance-Other Equipment / Services, supplies and maintenance agreements purchased to repair and maintain any equipment that is not otherwise classified.

6393 Tuition Reimbursement / Reimbursement for classes taken by those employees continuing their education.

6394 Travel & Mileage / Reimbursement for mileage, parking, meals, and incidental expenses incurred by a District employee when conducting District business. This does not include expenses incurred for conferences and training.

6395 In-House Training / Costs of in-house classes and seminars for staff needs.

6396 Meetings / Incidental expenses incurred when hosting or attending meetings.

6397 Out-of-House Training & Conferences / Expenses incurred for conference attendance, and out-of-house training.

6398 Treasurer Fee / Fees paid to the county for collection and distribution of property taxes.

6410 Books / Hardbound or softbound materials purchased, not via a subscription.

6425 Periodicals / Printed materials purchased with a subscription for magazines, newspapers, or professional journals.

6430 E Books / Recorded audio materials in cassette type form.

6460 Compact Discs / Recorded audio materials including music in compact disk (CD) form.

6480 Software / Published software programs and site licenses.

6490 DVD/Blue Ray / Recorded visual material in DVD or Blue Ray format.

6495 Other Expense / Expenses not otherwise classified.

6496 Electronic Resources / Subscription costs for online databases.

6510 Insurance / Premiums paid for coverage of bookmobiles, buildings, general liability and Directors and Officers of the District.

6520 Equipment Rentals / Rental costs for equipment rented by the District including rentals of postage machine rental.

6952 Equipment/Furniture over \$5000 / Equipment or furniture items costing more than \$5000.

6953 RFID / Costs for the collection management and inventory control system.

6954 New Computers & Other Technology / Includes personal computers, monitors, printers, and multi-functional equipment.

6980 Capital Improvements / Permanent repairs, upgrades, remodel or improvements made to enhance the appearance of a District building.

6985 Lease Payment / Payments made to lease Library buildings. Debt service transfer for 2001 COPS and 2006 COPS.

6986 Opening Day Collection / Expenses incurred in purchasing Library materials for opening day inventory.

Budget String Coding - Alpha Sort

The following format is used for coding expenses for purchase order requisitions and for future budgeting:

<u>Fund</u>	<u>Expense</u>	<u>Location</u>	<u>Department</u>	<u>Project</u>
□□ -	□□□□ -	□□ -	□□ -	□□□□

Definitions:

- **Fund:** A fiscal and accounting entity with a set of accounts recording revenues and expenditures of the entity.
- **Expenses:** Charges incurred for operation, maintenance, supplies, equipment, etc to benefit the current fiscal period.
- **Location:** Various branch location or member library designations associated with a two-digit code.
- **Department:** A two-digit code associated with District Support Services departments.
- **Project:** A four-digit code associated with special expenditure categories.

Coding Examples

Example One: 01-6220-50-51

01=General Fund 6220=Minor Equipment 50=District Support Services 51=Administration

Example Two: 01-6249-10-00

01=General Fund 6249=Operating Supplies 10=Centennial Park 00=No Department

Example Three*: 01-6358-10-00-1001

01=General Fund 6358=Programs 10=Centennial Park 00=No Department

1001=Centennial Park Programs

*In most instances you will not need to code for projects unless you have expenses specifically related to an item on the project list.

Schedule of Budget Codes

<u>Fund</u>	<u>Expense</u>	<u>Location</u>	<u>Department</u>	<u>Project</u>
□□ -	□□□□ -	□□ -	□□ -	□□□□

Location Codes

10	Centennial Park
15	Farr
20	Carbon Valley
30	Lincoln Park
35	LINC - Library INnovation Center
40	Bookmobile
45	Mead
50	District Support Services
70	Ault (Northern Plains)
71	Erie
72	Kersey Library
73	Riverside Library & Cultural Center
74	Grover
75	Eaton
80	Fort Lupton
85	Hudson
90	Johnstown (Glenn A. Jones)
95	Platteville
00	High Plains Library District

Department Codes

00	None
01	Board of Trustees
02	Executive Director
03	Associate Director
51	Administration
53	Public Information
54	Information Technology
55	Human Resources
56	Finance
57	Foundation
58	Facility Services
59	Collection Development

Programs/Professional Contracts/Project Codes

Programs

1010	Centennial Park
1015	Farr
1020	Carbon Valley
1030	Lincoln Park
1071	Erie
1072	Kersey
1073	Riverside Library & Cultural Center
8001	Outreach - programming

Professional Contracts

5010	Centennial Park
5015	Farr
5020	Carbon Valley
5030	Lincoln Park
5071	Erie
5072	Kersey
5073	Riverside Library & Cultural Ctr
8002	Outreach - professional contracts

Project

2010	Riverside Library & Cultural Ctr.
2013	Lincoln Park
2014	Energy Performance project
3513	Interlibrary Loan system
8501	Spell Grant

Fund Code

01 General Fund / for the High Plains Library District

Expenditure Codes

6205 Bank Services Charges / Fees paid for bank for funding.

6410 Books / Hardbound or softbound materials purchased, not via a subscription.

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2025

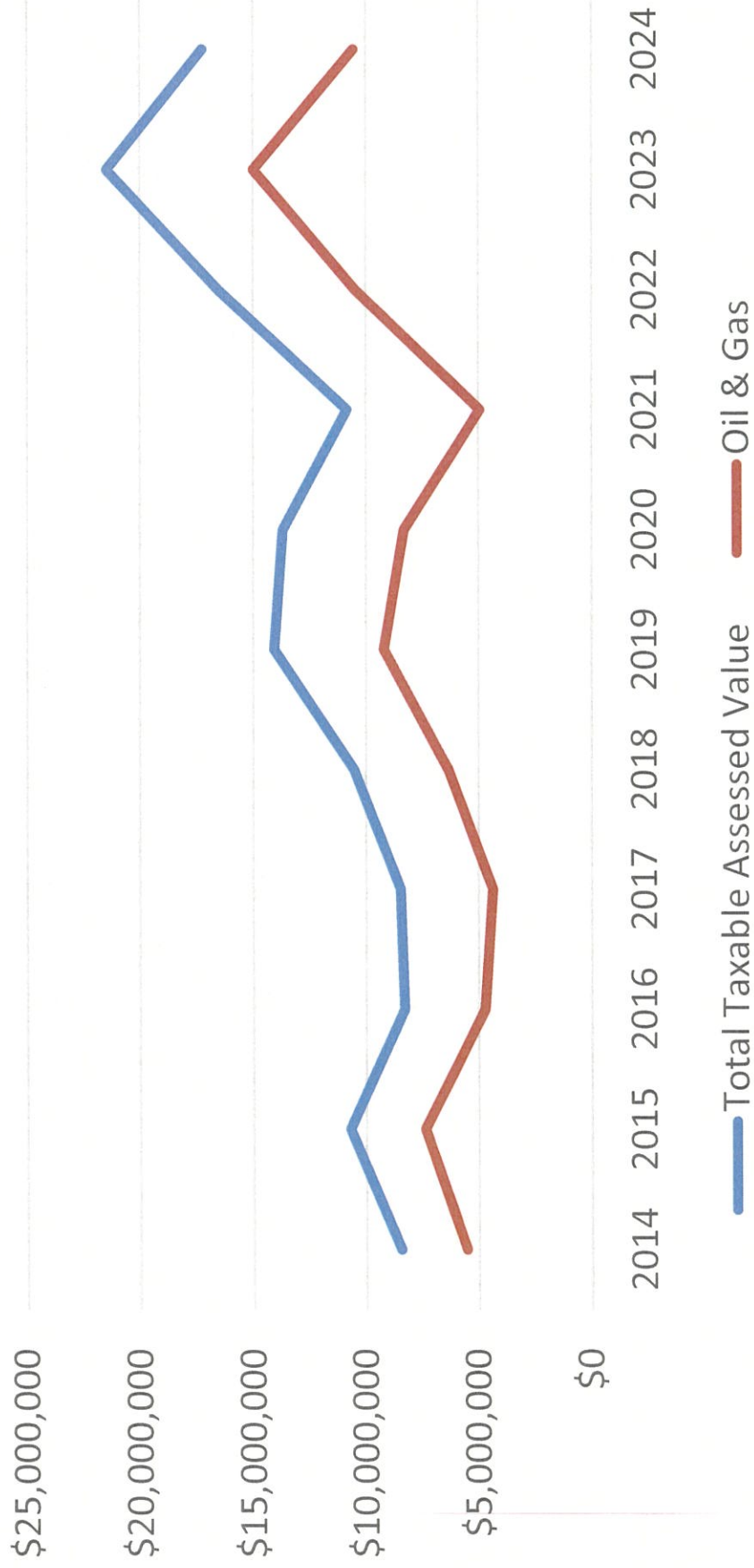
**Statistical /
Supplemental
Section**

High Plains Library District
Proposed Budget
2025

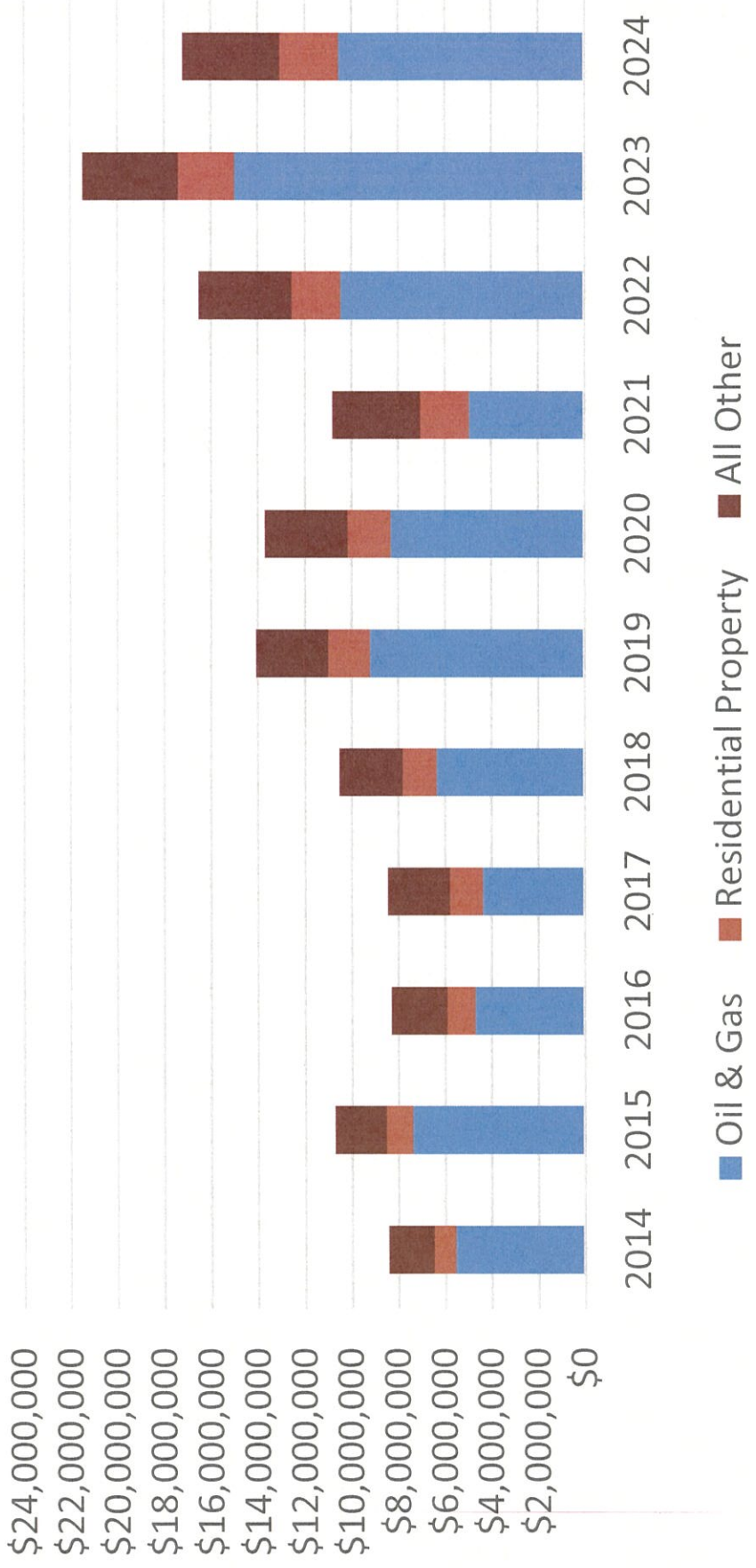
	Revenues	Expenditures	Revenue Over / (Under) Expenditures
Original Proposed Budget	57,017,912.00	72,484,015.00	(15,466,103.00)
<i>Adjustments to Original Proposed Budget:</i>			
Adjusted property tax revenue	-	-	A
Adjusted distributions to members	-	-	A
	<u>57,017,912.00</u>	<u>72,484,015.00</u>	<u>(15,466,103.00)</u>

A - The proposed budget was prepared based on the preliminary information and estimates. The final valuations were released by the county assessors the last week of November.

Assessed Value History



Assessed Value by Property Category



High Plains Library District
Property Tax Levies and Collections
Last Ten Fiscal Years
(amounts expressed in thousands)

Levy Year	Collect Year	Total Tax Levy for Fiscal Year ¹	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years ³		Total Collections to Date	
			Tax Amount ²	Percent of Levy	Tax Amount	Percent of Levy	Tax Amount	Percent of Levy
2013	2014	21,063	21,038	99.9%	-	-	21,038	99.9%
2014	2015	27,320	26,882	98.4%	-	-	26,882	98.4%
2015	2016	35,255	35,223	99.9%			35,223	99.9%
2016	2017	26,930	26,870	99.8%			26,870	99.8%
2017	2018	27,390	27,352	99.9%			27,352	99.9%
2018	2019	33,949	33,870	99.8%			33,870	99.8%
2019	2020	45,044	44,671	99.2%			44,671	99.2%
2020	2021	43,095	42,893	99.5%			42,893	99.5%
2021	2022	34,032	33,999	99.9%			33,999	99.9%
2022	2023	51,878	51,233	98.8%			51,233	98.8%
2023	2024	68,940	68,736	99.7%			68,736	99.7%

Source:

¹ Final Budget

² YTD Treasurer's Tax Distribution

³ Not available for years not shown

High Plains Library District
Principal Taxpayers
December 31, 2023

	2023			2014		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Kerr-Mcgee Oil & Gas Onshore LP	3,066,233,530	1	14.29%	1,781,268,250	2	19.51%
PDC Energy Inc.	2,885,278,780	2	13.44%			
Noble Energy Inc.	2,627,218,810	3	12.24%	1,973,801,920	1	21.62%
Extraction Oil & Gas LLC	834,498,710	4	3.89%			
Civitas Resources Inc.	704,112,510	5	3.28%			
Crestone Peak Resources LLC	664,396,360	6	3.10%			
Bayswater Exploration and Production LLC	624,072,140	7	2.91%			
Verdad Resources LLC	578,888,910	8	2.70%			
Highpoint Operating Corporation	535,460,370	9	2.49%			
Kerr Mcgee Gathering LLC	510,511,950	10	2.38%	127,427,700	8	1.40%
Encana Oil & Gas (USA) Inc.				389,820,220	3	4.27%
Petroleum Development Corp.				309,929,470	4	3.39%
Bonanza Creek Energy Inc.				285,524,130	5	3.13%
Public Service Company of Colorado (Xcel)				235,758,770	6	2.58%
DCP Midstream LP				179,351,570	7	1.96%
Carrizo Oil & Gas				107,845,270	9	1.18%
Lepirno Foods				99,121,120	10	1.09%
	<u>\$ 13,030,672,070</u>		<u>60.71%</u>	<u>\$ 5,489,848,420</u>		<u>60.13%</u>

Total Gross Taxable Assessed Valuation \$ 21,463,563,070

Source: Weld County Assessor

**High Plains Library District
Principal Employers - Weld County
December 31, 2023**

	2023				2014			
	Employees	Rank	Percentage of Total County Employment		Employees	Rank	Percentage of Total County Employment	
JBS Swift Beef Company	6,000	1	3.52%		4,654	1	3.64%	
Banner Health: Northern Colorado Medical Center	3,560	2	2.09%		2,885	3	2.26%	
Vestas	2,710	3	1.59%		2,150	5	1.68%	
Greeley Evans School District 6	2,258	4	1.32%		2,400	4	1.88%	
Weld County Government	1,823	5	1.07%		1,447	7	1.13%	
University of Northern Colorado	1,488	6	0.87%					
City of Greeley	1,145	7	0.67%		850	9	0.67%	
UC Health	1,060	8	0.62%					
State Farm Insurance	950	9	0.56%		1,790	6	1.40%	
Aims Community College	934	10	0.55%					
State of Colorado (includes UNC)					3,811	2	2.98%	
Haliburton Energy Services Inc.					1,030	8	0.81%	
Select Energy Services			0.00%		752	10	0.59%	
Total Principal Employers	21,928		12.85%		21,769		17.04%	
Other Employers	148,725		87.15%		105,962		82.96%	
Total County Employment	170,653		100.00%		127,731		100.00%	

Source: Weld County Annual Comprehensive Financial Report and Upstate Colorado

**High Plains Library District
Demographic and Economic Statistics
Last Ten Fiscal Years**

Year	High Plains		Total			Unemployment Rate
	Library District Patron Population	Weld County Population	Personal Income (\$ billions)	Per Capita Income	Unemployment Rate	
2014	251,308	269,786	8.36	31,657	3.90%	
2015	257,157	274,487	10.74	27,047	3.80%	
2016	259,688	284,876	10.60	42,787	3.80%	
2017	268,307	294,397	11.20	42,701	3.40%	
2018	270,901	304,435	12.50	44,080	2.70%	
2019	290,103	323,637	14.70	46,172	3.00%	
2020	298,361	331,895	15.30	50,198	7.20%	
2021	302,022	340,018	12.70	52,054	5.70%	
2022	300,565	345,152	21.00	56,553	3.00%	
2023	310,855	358,111	17.30	58,860	3.30%	

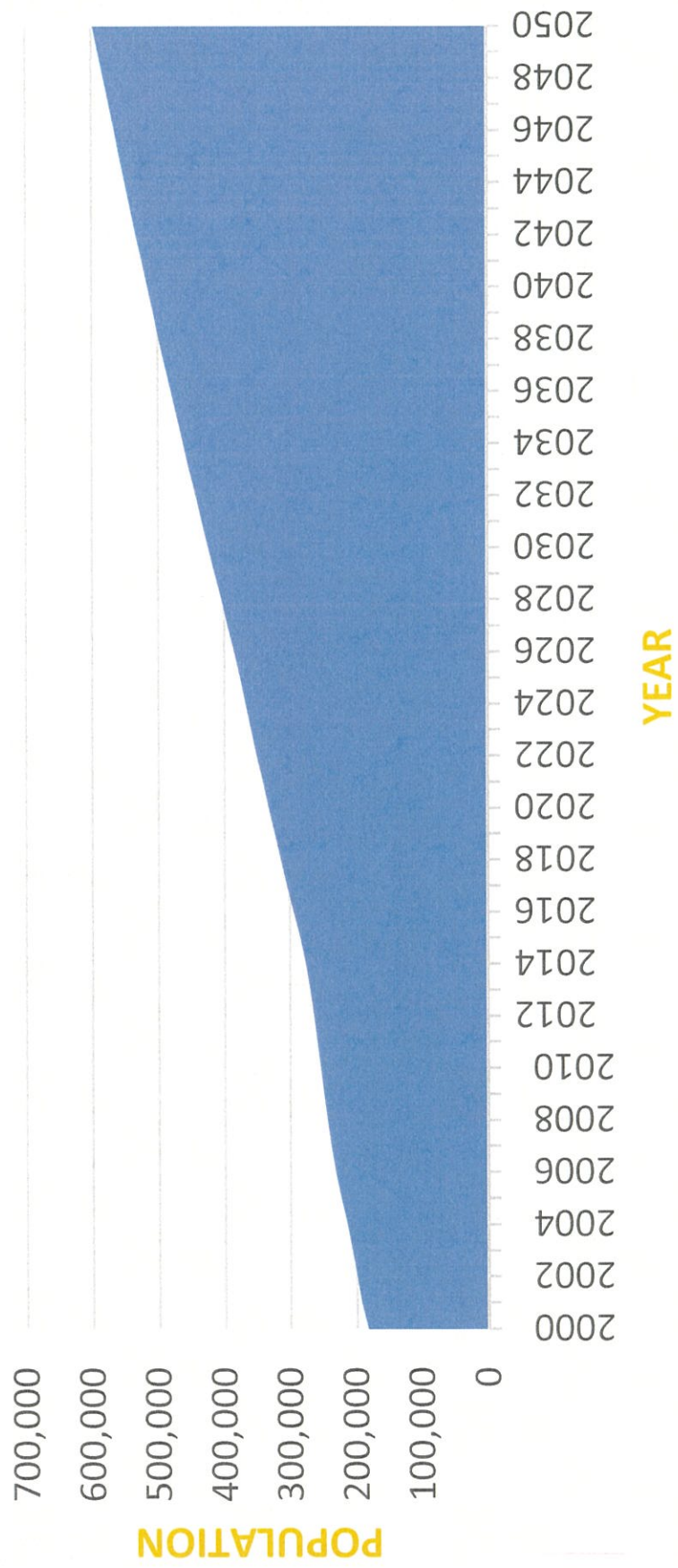
Source: Upstate Colorado in cooperation with the University of Northern Colorado and the State of Colorado demographer.

Library Research Service State of Colorado for HPLD population.

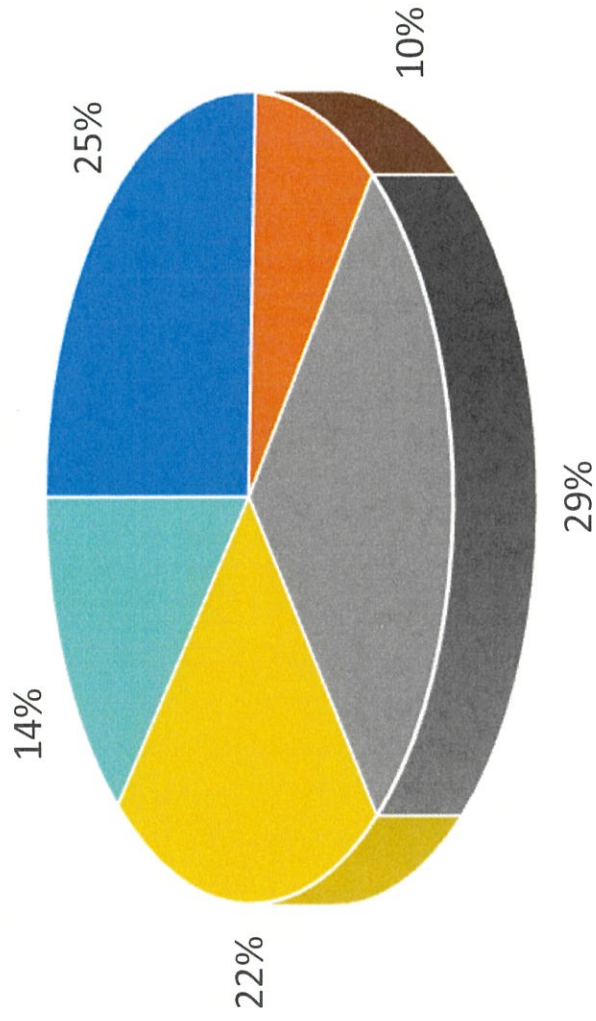
Weld County Annual Comprehensive Financial Report

Note: The HPLD Patron population is shown as a comparative to the Weld County population as the District's service area approximates the boundary of Weld County.

Population Forecast for Weld County per Colorado State Demographer



2024 Population by Age Group Weld County per Colorado State Demographer



- Under 18
- 18 to 24
- 25 to 44
- 45 to 65
- 65 & Over

Projected Weld County Population Change
per Colorado State Demographer



High Plains Library District
 Revenue and expenditure projection through 2033
 General Fund

Revenues	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Property tax percentages	0.77	1.53	1.32	0.79	0.80	0.90	1.02	1.02	1.02	1.02	1.02	1.02
All other revenue (except investments)												
Earnings on investments												
Revenues												
TAXES												
Property taxes - Weld Co. (1)	\$ 33,626,426	\$ 51,570,589	\$ 68,032,591	\$ 53,433,240	\$ 42,746,592	\$ 38,471,933	\$ 39,241,371	\$ 40,026,199	\$ 40,826,723	\$ 41,643,257	\$ 42,476,122	\$ 43,325,645
Property taxes - Boulder Co.	669,340	646,204	907,398	833,871	667,097	600,387	612,395	624,643	637,136	649,878	662,876	676,133
• Specific Ownership taxes	2,071,809	2,263,182	1,440,000	1,440,000	1,500,000	1,515,000	1,530,150	1,545,452	1,560,906	1,576,515	1,592,280	1,608,203
TOTAL TAXES	36,367,575	54,479,985	70,379,989	55,707,111	44,913,689	40,587,320	41,383,916	42,196,293	43,024,764	43,869,651	44,731,279	45,609,981
OTHER REVENUE												
Charges for services (Copier usage)	-	-	-	-	-	-	-	-	-	-	-	-
Fines, & fees	29,177	36,526	25,000	25,000	55,000	55,550	56,105	56,667	57,233	57,806	58,384	58,967
Earnings on investments	1,145,248	4,164,410	100,000	1,200,000	1,000,000	1,700,000	1,360,000	1,088,000	870,400	696,320	557,056	445,645
Grants	457,525	246,337	77,801	77,801	75,000	75,750	76,508	77,273	78,045	78,826	79,614	80,410
Contributions - in kind	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	47,673	39,236	8,000	8,000	10,000	10,100	10,201	10,303	10,406	10,510	10,615	10,721
TOTAL OTHER REVENUE	1,679,623	4,486,509	210,801	1,310,801	1,140,000	1,841,400	1,502,814	1,232,242	1,016,085	843,461	705,669	585,744
TOTAL REVENUE	\$ 38,047,198	\$ 58,966,494	\$ 70,590,790	\$ 57,017,912	\$ 46,053,689	\$ 42,428,720	\$ 42,886,730	\$ 43,428,535	\$ 44,040,849	\$ 44,713,112	\$ 45,436,947	\$ 46,205,725

Expenditures	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Salaries	8,772,256	10,481,461	12,840,559	14,841,968	15,584,066	15,895,747	16,213,662	16,537,936	16,868,694	17,206,068	17,550,189	17,901,193
Benefits	2,866,324	3,138,795	4,957,413	5,732,404	5,864,320	5,981,606	6,101,239	6,223,263	6,347,729	6,474,683	6,604,177	6,736,260
Administrative services	3,600,349	3,799,136	5,510,500	6,053,442	6,423,240	6,487,472	6,552,347	6,617,871	6,684,049	6,750,890	6,818,399	6,886,583
Library materials	1,403,241	1,432,000	1,509,900	1,554,750	1,554,750	1,570,298	1,586,000	1,601,860	1,617,879	1,634,058	1,650,398	1,666,902
Facilities/operations	2,018,257	2,152,535	2,238,125	2,646,043	2,709,975	2,737,075	2,764,445	2,792,090	2,820,011	2,848,211	2,876,693	2,905,460
Operating Expenditures	18,660,427	21,003,927	27,066,497	30,828,607	32,136,351	32,672,198	33,217,694	33,773,020	34,338,362	34,913,910	35,499,856	36,096,399
Tax Dist - Member Libraries	7,459,980	11,513,234	14,536,465	11,851,964	10,666,768	9,600,091	9,792,093	9,987,935	10,187,694	10,391,447	10,599,276	10,811,262
Capital outlay	24,325,782	9,145,528	17,989,510	29,803,444	11,492,000	8,254,000	5,941,898	250,000	2,000,000	1,500,000	1,200,000	1,200,000
Debt service (transfers out)	-	-	-	-	-	-	-	-	-	-	-	-
Capital projects (transfers out)	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 50,446,169	\$ 41,662,689	\$ 59,592,472	\$ 72,484,015	\$ 54,295,119	\$ 50,526,290	\$ 48,951,685	\$ 44,010,955	\$ 46,526,056	\$ 46,805,357	\$ 47,299,133	\$ 48,107,661
Excess of Revenues over Expenditures	(12,398,971)	17,303,805	10,998,318	(15,466,103)	(8,241,430)	(8,097,570)	(6,064,955)	(582,419)	(2,485,207)	(2,092,245)	(1,862,185)	(1,901,936)
Fund Balance beginning	77,011,262	64,612,291	81,916,096	92,914,414	77,448,311	69,206,881	61,109,311	55,044,357	54,461,937	51,976,731	49,884,485	48,022,300
Fund Balance ending	64,612,291	81,916,096	92,914,414	77,448,311	69,206,881	61,109,311	55,044,357	54,461,937	51,976,731	49,884,485	48,022,300	46,120,364

Assumptions:
 No mill levy increase for HPLD.
 No additional debt after COPs were paid off in December 2019.

Property Tax Assessment Rate Changes pursuant to [SB22-238](#)

June 27, 2022

Type of Property	Assessment Rates – For property tax years 2022 (payable in 2023) Created under SB21-293	Assessment Rates – For property tax year 2023 (payable in 2024) Created under SB22-238	Assessment Rates – For property tax year 2024 (payable in 2025) Created under SB22-238	Assessment Rates – For property tax year 2025 (payable in 2026) & thereafter
Non-residential	Hotels, motels and B &Bs – 'lodging properties'	29%	27.9% (Exempt first \$30,000 of Actual Value)	29%
	Renewable Energy Production	26.4%	26.4%	26.4%
	Agricultural Property	26.4%	26.4%	26.4%
Commercial, Vacant, Industry	Commercial, Vacant, Industry	29%	27.9% <i>(For improved commercial only: exempt first \$30,000 of Actual Value)</i>	29%
	Oil & Gas	87.5%	87.5%	87.5%
	Multi-family housing (i.e. apartments)	6.80%	6.765% (Exempt first \$15,000 of Actual Value)	6.8%
Residential	All other residential property	6.95%	6.765% (Exempt first \$15,000 of Actual Value)	TBD (set at a level to hit a total revenue reduction over the 2023 & 2024 property tax years of \$700 million)

Backfill for Property Tax Year 2023 (3 tiers). *(There is NO backfill for property tax year 2022 and 2024)*

1.) Local governments in counties with over 300,000 people will be made whole for 65% of their lost revenue.

9 counties: Adams, Arapahoe, Boulder, Denver, Douglas, El Paso, Jefferson, Larimer and Weld

* Fire, library, sanitation & water districts, health service districts & municipalities within these counties will receive a higher percentage backfill. Those with an assessed valuation of more than 10% will be made whole for 90% of their lost revenue. Those with an assessed valuation of less than 10% will be made whole for 100% of their lost revenue.

2.) Local governments in counties with a.) under 300,000 people and b.) an assessed valuation growth of over 10% will be made whole for 90% of their lost revenue.

10 counties: Chaffee, Eagle, Elbert, Grand, Gunnison, Lake, Montrose, Park, San Miguel and Summit

3.) Local governments in counties with a.) under 300,000 and b.) an assessed valuation growth of under 10% will be made whole for 100% of their lost revenue.
Remaining 45 counties



Comparison: Non-School Local Governments, SB24-233 to HB24B-1001

Dianne Criswell, SDA Chief Legal Counsel

September 5, 2024

1. Residential Assessment Rates (RAR)

	SB24-233	Changes in HB24B-1001	HB24B-1001 – as passed
PTY 2024	<ul style="list-style-type: none"> 6.7% \$55,000 exemption from actual value 	Same	<ul style="list-style-type: none"> 6.7% \$55,000 exemption from actual value
PTY 2025	<p>Schools are de-coupled hereafter</p> <p>RAR = 6.4%</p>	<p>Same de-coupling</p> <ul style="list-style-type: none"> If statewide actual value change is more than 5%, RAR = 6.15% If statewide actual value change is less than or equal to 5%, RAR = 6.25% 	<p>Schools are de-coupled this year and thereafter</p> <ul style="list-style-type: none"> If statewide actual value change is more than 5%, RAR = 6.15% If statewide actual value change is less than or equal to 5%, RAR = 6.25%
PTY 2026	<ul style="list-style-type: none"> 6.95% Non-school homestead exemption, 10% of actual value up to \$700,000, indexed to inflation 	<ul style="list-style-type: none"> If statewide actual value change is more than 5%, RAR = 6.7% If statewide actual value change is less than or equal to 5%, RAR = 6.8% Same homestead exemption 	<ul style="list-style-type: none"> If statewide actual value change is more than 5%, RAR = 6.7% If statewide actual value change is less than or equal to 5%, RAR = 6.8% Non-school homestead exemption, 10% of actual value up to \$700,000, indexed to inflation

2. Non-Residential Assessment Rates (AR)

Oil and gas are not included in the below

	SB24-233	Changes in HB24B-1001	HB24B-1001 – as passed
PTY 2024	<ul style="list-style-type: none"> • 27.9% • \$30,000 exemption from actual value 	Same, but also extends reduction to lodging properties in PTY 2024	<ul style="list-style-type: none"> • 27.9% (including lodging properties) • \$30,000 exemption from actual value
PTY 2025	27%	Same	<ul style="list-style-type: none"> • 27%
PTY 2026	25%	<ul style="list-style-type: none"> • 25% for improved commercial and ag • 26% for most other nonresidential 	<ul style="list-style-type: none"> • 25% for improved commercial and ag • 26% for most other nonresidential
PTY 2027	25%	Same	<ul style="list-style-type: none"> • 25%

3. Property Tax Limit – applies to non-school, non-home rule, local governments

SB24-233 Starts in Property Tax Year (PTY) 2025	Changes in HB24B-1001 Same	HB24B-1001 – as passed Starts in Property Tax Year (PTY) 2025
5.5% annual Base year = PTY2023 tax revenue plus state reimbursement (backfill); limit changes by 5.5%+ annually, compounding	10.5% over 2-year assessment cycle Growth is from: <ul style="list-style-type: none"> The “qualified property tax revenue” collected and retained from <u>whichever property tax year in a previous assessment cycle for which the local government collected the most revenue, plus</u> Any “carry over amount” (which is any amount that was under the 10.5% that was not collected in the last assessment cycle as tax revenue) 	10.5% over 2-year assessment cycle Growth from the Property Tax Limit is from: <ul style="list-style-type: none"> The “qualified property tax revenue” collected and retained from <u>whichever property tax year in a previous assessment cycle for which the local government collected the most revenue, plus</u> Any “carry over amount” (which is any amount that was under the 10.5% that was not collected in the last assessment cycle as tax revenue)
<u>Exclusions from revenue:</u> <ul style="list-style-type: none"> New construction Changes in law for property tax classification Annexation/inclusion Revenue from a TIF expiration Previously omitted property Abated or refunded revenue Revenue from previously exempt property Revenue from oil and gas Bond or other contractual payments Revenue from new mills approved by voters after SB24-233 takes effect (upon Governor’s Proclamation) 	<u>Exclusions from revenue – same, but for:</u> <ul style="list-style-type: none"> Revenue from new mills is amended to be local ballot measures approved by voters on or after November 5, 2024 (if HB24B-1001 takes effect) Clarification that revenue from a TIF expiration also applies to Part 8 of Article 25 of Title 31 and Article 31 of Title 30. Adds that revenue attributable to Specific Ownership Tax is excluded. In a separate section (not in list of exclusions), adds that revenue expended for declared disasters are exempt. 	<u>Exclusions from revenue:</u> <ul style="list-style-type: none"> New construction Changes in law for property tax classification Annexation/inclusion Revenue from a TIF expiration (including clarification in HB24B-1001) Previously omitted property Abated or refunded revenue Revenue from previously exempt property Revenue from oil and gas Bond or other contractual payments Revenue attributable to Specific Ownership Tax Revenue expended for declared disasters Revenue from new mills approved by voters on or after November 5, 2024

2025 Glossary

GLOSSARY

Abatement – A complete or partial cancellation of a levy imposed by a government.

Accrual Basis – A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

Ad Valorem – Commonly referred to as property taxes, are levied on both real and personal property according to the property's valuation and the mill levy (tax) rate.

Annual Comprehensive Financial Report – An annual financial report of the government's fiscal condition, which includes a minimum of three parts: 1) Introductory section providing background on the government, 2) Financial section including the combined general purpose financial statements and notes, and 3) Statistical section comprising 15 or more tables of non-audited information composed of 10-year trend data on revenues, expenditures and tax collections.

Appropriation – A legal authorization to incur obligations and to make expenditures for specific purposes.

Assessed Valuation – The valuation set upon real estate and certain personal property by the County Assessor as a basis for levying property taxes.

Asset – Resources owned or held by a government which have monetary value.

Audit – A systematic collection of the sufficient, competent evidential matter needed to attest to the fairness of management's assertions in the financial statements or to evaluate whether management has efficiently and effectively carried out its responsibilities. The auditor obtains this evidential matter through inspection, observation, inquiries and confirmations with third parties.

Available (Undesignated) Fund Balance – This refers to the funds remaining from the prior year which are available for appropriation and expenditure in the current year.

Balance Sheet - The financial statement disclosing the assets, liabilities and equity of an entity at a specified date in conformity with GAAP (Generally Accepted Accounting Principles).

Balanced Budget – A budget where budgeted expenditures do not exceed budgeted revenues plus beginning fund balance.

Basis of Accounting – A term used to refer to when revenues, expenditures, expenses, and transfers – and the related assets and liabilities – are recognized in the accounts and reported in the financial statements.

Bond – A long term IOU or promise to pay. It is a promise to repay a specified amount of money (the face amounts of the bond) on a particular date (the maturity date). Bonds are primarily used to finance capital projects.

Budget – A plan of financial activity for a specific period of time (fiscal year or biennium) indicating all planned revenues and expenses for the budget period.

Budget Message – A general discussion of the proposed budget as presented in writing by the budget-making authority to the governing body. The budget message should contain an explanation of the

principal budget items, an outline of the government's experience during the past period and its financial status at the time of the message and recommendations regarding the financial policy for the coming period.

Budgetary Basis – This refers to the basis of accounting used to estimate financing sources and uses in the budget. This generally takes one of three forms: GAAP, cash, or modified accrual.

Budget Calendar – The schedule of key dates which a government follows in the preparation and adoption of the budget.

Budgetary Control – The control or management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources.

Capital Assets – Assets of significant value and having a useful life of several years. Capital assets are also called fixed assets.

Capital Budget – The appropriation of bonds or operating revenue for improvements to facilities, and other infrastructure.

Capital Improvements – Expenditures related to the acquisition, expansion or rehabilitation of an element of government's physical plant; sometimes referred to as infrastructure.

Capital Improvement Program (CIP) – A plan for capital outlay to be incurred each year over a fixed number of years to meet capital needs arising from the government's long-term needs.

Capital Outlay – Fixed assets which have a value of \$5,000 or more and have a useful economic lifetime of more than one year; or assets of any value if the nature of the item is such that it must be controlled for custody purposes as a fixed asset.

Capital Project – Construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increase their useful life. Also called capital improvements.

Capital Reserve – An account used to segregate a portion of the government's equity to be used for future capital program expenditures.

Cash Basis – A basis of accounting in which transactions are recognized only when cash is increased or decreased.

CGFOA - Colorado Government Finance Officers Associations. Colorado chapter of the Government Finance Officers Association (see GFOA).

CGFO – Certified Government Finance Officer. Certification program offered and administered through the CGFOA.

Compensated Absences – Absences, such as vacation, illness, and holidays, for which it is expected employees will be paid. The term does not encompass severance or termination pay, post-retirement benefits, deferred compensation, or other long-term fringe benefits, such as group insurance and long-term disability pay.

Contingency – A budgetary reserve set aside for emergencies or unforeseen expenditures not otherwise budgeted.

Debt Service – The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

Deficit – The excess of an entity's liabilities over its assets or the excess of expenditures or expenses over revenues during a single accounting period.

Department – The basic organizational unit of government which is functionally unique in its delivery of services.

Depreciation – An accounting method of allocating the cost of a tangible asset over its estimated useful life to account for declines in value over time.

Disbursement – The expenditure of monies from an account.

Eisenhower Matrix – A productivity, prioritization, and time-management framework designed to help prioritize tasks or agenda items by first categorizing them by urgency and importance.

Employee (or Fringe) Benefits – Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's share of costs for Social Security and the various pension, medical, and life insurance plans.

Expenditure – The payment of cash on the transfer of property or services for the purpose of acquiring an asset, service or settling a loss.

Expense – Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest or other charges.

Fiscal Policy – A government's policies with respect to revenues, spending, and debt management as these relate to government services, programs, and capital investment. Fiscal policy provides an agreed upon set of principles for the planning and programming of government budgets and their funding.

Fiscal Year – A twelve-month period designated as the operating year for accounting and budgeting purposes in an organization.

Fixed Assets – Assets of long-term character that are intended to continue to be held or used, such as land, building machinery, furniture, and other equipment.

Full Faith and Credit – A pledge of government's taxing power to repay debt obligations

Full-time Equivalent Position (FTE) – A position converted to the decimal equivalent of a fulltime position based on 2080 hours per year. For example, a part-time typist working for 20 hours per week would be the equivalent to .5 of a full-time position.

Fund – A fiscal entity with revenues and expenses which are segregated for the purpose of carrying out a specific purpose or activity.

Fund Balance – The excess of the assets of a fund over its liabilities, reserves, and carryover.

GAAP – Generally Accepted Accounting Principles. Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules and procedures that define accepted accounting principles.

GASB – Governmental Accounting Standards Board. The authoritative accounting and financial reporting standard-setting body for government entities.

General Fund – the primary fund used by a government entity that constitutes the core operational and administrative tasks of the governmental entity.

GFOA – Government Finance Officers Association. A national group whose membership includes government finance officers through the USA and Canada. Formed to network ideas and strategies for best governmental accounting strategies. Provides input and limited funding to the GASB.

Goal – A statement of broad direction, purpose or intent based on the needs of the community. A goal is general and timeless.

Governmental Funds – used to account for activities primarily supported by taxes, grants, and similar revenue sources. There are five types : General Fund, special revenue funds, capital project funds, debt service funds, and permanent funds.

Grants – A contribution by a government or other organization to support a particular function. Grants may be classified as either operational or capital, depending upon the grantee.

Holds / holds pick up – Patron request for a library collection item from one library location to be delivered to another library location for them to check out or patron request to be put on a waiting list to be able to check out an item when it becomes available.

HPLD finance committee – the HPLD finance committee consists of the Secretary/Treasurer of the BOT, one other trustee, the Executive Director, and Finance Manager.

LCI / Library Confidence Indicator – based on the concept of the consumer confidence indicator. An at-the-moment assessment of how a person feels about the library district based on their perception of the library district's value to them as an individual, their family, and their community, whether the library district will be a value in the future, and whether the tax dollars spent are well used.

Levy – To impose taxes for the support of government activities.

Long-term Debt – Debt with a maturity of more than one year after the date of issuance.

Major Fund - funds whose revenues, expenditures/expenses, assets, or liabilities (excluding extraordinary items) are at least 10 percent of corresponding totals for all governmental or enterprise funds and at least 5 percent of the aggregate amount for all governmental and enterprise funds

Mill – The property tax rate which is based on the valuation of property. A tax rate of one mill produces one dollar of taxes on each \$1,000 assessed property valuation.

Modified Accrual Basis – The accrual basis of accounting adapted to the governmental fundtype measurement focus. Under it, revenues and other financial resource increments are recognized with they become susceptible to accrual, this is when they become both “measurable” and available to finance expenditures of the current period.” “Available” means collectible in the current period or soon

enough thereafter to be used to pay liabilities of the current period. Expenditures are recognized when the fund liability is incurred except for (1) inventories of materials and supplies that may be considered expenditures either when purchased or when used, and (2) prepaid insurance and similar items that may be considered expenditures either when paid for or when consumed. All governmental funds, expendable trust funds and agency funds are accounted for using the modified accrual basis of accounting.

Objective – Something to be accomplished in specific, well-defined, and measurable terms and that is achievable within a specific time frame.

Obligations – Amounts which a government may be legally required to meet out of its resources.

Operating Revenue – Revenue from any regular source.

Performance Measure – Data collected to determine how effective or efficient a program is in achieving its objectives.

Program – A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible.

Prospector – A consortium of public and academic libraries which share their materials through an online catalog ordering system.

Purpose – A broad statement of the goals, in terms of meeting public service needs, that a department is organized to meet.

Reserve – An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

Reserved Fund Balance – Those portions of fund balance that are not appropriable for expenditure or that are legally segregated for a specific future use.

Revenue – Sources of income financing the operations of government.

Skills pipeline – skills based programming and workforce development programming designed to encourage and enhance learning and personal growth.

Supplemental Appropriation – An additional appropriation made by the governing body after the budget year or biennium has started.

Tax Levy – The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

Taxes – Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the people. This term does not include specific charges made against particular persons or property for current or permanent benefit, such as special assessments.

Transfers In/Out – Amounts transferred from one fund to another to assist in financing the services from the recipient fund.

Unreserved Fund Balance – The portion of a fund’s balance that is not restricted for a specific purpose and is available for general appropriation.

West Texas Intermediate (WTI) – a benchmark used by oil markets, representing oil produced in the United States of America.

ACRONYMS

ADA	Americans with Disabilities Act
ALA	American Library Association
ALTA	American Library Trustee Association
BOT	Board of Trustees
CAFR	Comprehensive Annual Financial Report
CAL	Colorado Association of Libraries
CGFOA	Colorado Government. Finance Officers Association
CLiC	Colorado Library Consortium
COPs	Certificates of Participation
CRM	Community Relations and Marketing Department
CRS	Colorado Revised Statutes
DLG	Division of Local Government
DSS	District Support Services
ESL	English as a Second Language
FDIC	Federal Deposit Insurance Corporation
GAAP	Generally Accepted Accounting Principles
GFOA	Government Finance Officers Association
HPLD	High Plains Library District
HPLDF&F	High Plains Library District Friends & Foundation
HR	Human Resources
ILL	Interlibrary Loan
ILS	Integrated Library System
IRS	Internal Revenue Service
IT	Information Technology
ITI	Information Technology and Innovation Department

LCI	Library Confidence Indicator
LINC	Library Innovation Center
MOVE	Mobile, Outreach, Virtual, Experiences Department
MPLA	Mountain Plains Library Association
MSEC	Mountain States Employers Council
OBPE	Outcomes Based Planning and Evaluation
OCLC	On-Line Computer Library Center
PDPA	Public Deposit Protection Act
PLA	Public Library Association
PPE	Personal Protection Equipment
RDA	Resource Description and Access Standards
RFID	Radio Frequency Identifier
RFP	Request for Proposal
RTU	Roof Top Unit – part of HVAC system
SAS	Signature Author Series
SDA	Special District Association
SPP	Strategic Planning Process
SRA	Summer Reading Adventure
STEM	Science, Technology, Engineering, and Math
TABOR	Colorado Taxpayers Bill of Rights
WTI	West Texas Intermediate

HIGH PLAINS LIBRARY DISTRICT BOARD OF TRUSTEES COMMUNICATION

Meeting Date: October 7, 2024
Type of Item: Information
Subject: Executive Director Performance Appraisal
Presented by: Dr. Matthew Hortt, Executive Director
Recommendation: Information only, no action to be taken

Background

The attached documents and forms are used to complete the Executive Director's annual Performance Appraisal:

- Executive Director Performance Appraisal Timeline & Process 2024
- Executive Director Performance Self Appraisal template
- 360 Degree Appraisal template
- Executive Director Performance Appraisal template

Recommendation

Information only, no action to be taken



Executive Director Performance Appraisal 2024 Timeline & Process

Step	Activity	Target Date
1	Executive Director completes Self Appraisal & Executive Director's direct reports complete 360 Degree Appraisal	By Tuesday, October 29, 2024
2	Completed Self Appraisal, completed 360 Degree Appraisal, and the link to the Performance Appraisal form are emailed to Trustees	By Thursday, November 7, 2024
3	Trustees complete the Performance Appraisal form in Survey Monkey	By Tuesday, November 26, 2024
4	A Performance Appraisal report is created that assimilates the Trustees' comments and ratings.	n/a
5	The Performance Appraisal report is distributed to the Trustees.	By Tuesday, December 3, 2024
6	Trustees discuss the Performance Appraisal with the Executive Director in an Executive Session.	On Monday, December 9, 2024
7	Merit Increase effective date. <i>(The average overall rating is used by Human Resources to identify the appropriate merit increase at the same time and in the same fashion as all HPLD employees.)</i>	On Sunday, January 5, 2025



EXECUTIVE DIRECTOR PERFORMANCE SELF APPRAISAL

Self Assessment - Review of Core Competencies

The following attributes describe expectations of High Plains Library District work performance. Please review these areas prior to completing the self-assessment work sheet attached.

- 1. Focuses On The Customer:** Consistently demonstrates awareness that our customers are our partners and enable us to thrive as a library district. Listens, understands, and anticipates customers' needs and uses that knowledge to create solutions to problems thus providing better service than the customer expects; treats the internal customer as a team mate and collaborates to create a high level of customer service ; looks for new opportunities to enhance customer satisfaction.
- 2. Takes Initiative:** Acts quickly and independently when the situation demands it; uses self-responsibility when a need is identified and takes appropriate action without being prompted or reminded; taking the role of leader, proactively recommends process improvements or solutions to problems. Accomplishes this within the framework of the district operating principles, policies and guidelines.
- 3. Contributes To A Positive Work Environment:** Works as a fully productive team member; treats others with respect, dignity, and understanding; discourages negativity in the workplace by always focusing on collaborative solutions; realizes that the organization is a living, growing entity that is always in a state of innovation; expresses concerns in a constructive way; demonstrates commitment to organizational mission, vision and goals; supports creative proposals focusing on what can work; helps others to embrace change and growth.
- 4. Strategic and Systems Thinking:** Understands the mission of the HPLD, realizes how their job function impacts the operation of the organization; views the organization as a system that is constantly growing based upon continuous learning; supports the organization's growth by demonstrating flexibility, takes a positive and proactive attitude toward changing job demands, deals creatively with challenges or problems.
- 5. Pursues Personal Development:** Committed to personal learning and growth; actively seeks opportunities for continuous learning and self-development; requests feedback and welcomes advice when it is offered; alters behavior to reflect new insights and changing circumstances; takes personal responsibility for staying focused on the current situation in order to design and implement necessary solutions and

changes. Demonstrates personal commitment to contribute their highest quality expertise to customers.

6. **Continuous Improvement:** Adopts the use of techniques learned in order to analyze and capture ideas that create continuous improvement, innovation, and learning; seeks new and better ways to do their job; and identifies ways to make improvements to processes and procedures to add value to the organization.
7. **Takes Pride In The Workplace:** Performs day-to-day activities and job responsibilities in ways that support the organization's commitment to quality; provides a pleasant, safe, clean environment for patrons; speaks positively about the workplace to customers.



**EXECUTIVE DIRECTOR
PERFORMANCE SELF APPRAISAL**

Name

Date

1. What tasks, duties, assignments, or other accomplishments would you like to see recognized in this performance appraisal?

2. What have you done over the past year to improve your job performance?

3. What can you do over the coming year to improve your job performance and/or increase your job satisfaction?

4. Please list any areas you would like to improve or change within your department, organization and/or team(s).

5. Summarize the outcome of your personal development goals. Include in this summary any unexpected results or individual growth attained by completing this process.



**EXAMPLE ONLY
DO NOT COMPLETE**

***Trustees will be provided an internet link via email to complete this online.**

**2024
Executive Director Performance Appraisal**

Executive Director Name:	Dr. Matthew Hortt
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Board Member Name	Date

Form Instructions: Indicate the performance level for each of the items. Write comments to explain the ratings. In responding to the form, Board members could refer to the plan of service, board minutes, usage statistics, program results or other information sources from the year. Submit this form to the Executive Secretary for compilation.

Rating scale: Write a number next to “**Rating**” where indicated.

- 1 - Cannot assess
- 2 - Needs improvement
- 3 - Meets expectations
- 4 - Exceeds expectations in some areas
- 5 - Exceeds expectations in all areas

1. PLANNING

Establishes both short and long term plans to meet future needs.

Shows foresight in recognizing problems in areas of responsibility.

Foresees changes and trends relevant to area of responsibility.

Sets and achieves clear and measurable goals and reasonable deadlines.

Helps the Board monitor the District's relevancy, effectiveness and results.

Comments:

Rating:

2. ADMINISTRATION:

Provides general oversight of all District activities and assures a smoothly functioning and efficient organization.

Manages day-to-day operations.

Assures that the District has suitable systems, policies and processes, including evaluation, for personnel management, accounting and fund management, facilities, information technology and library services.

Develops policy recommendations and procedures that adhere to laws and regulations at the federal, state and local levels.

Oversees application for and implementation of contracts and grants.

Assures program quality and District stability through development and implementation of standards and controls, systems and procedures and regular evaluation.

Comments:

Rating:

3. FINANCIAL

Prepares and manages the annual budget and audit.

Oversees the fiscal accountability of the District and assures adequate controls.

Tracks and adheres to financial plan.

Makes sound decisions that consider cost/benefit.

Accurately estimates expense levels, capital budgets, and other factors.

Assures an effective fund development program by providing leadership in developing, implementing and evaluating fundraising plans.

Comments:

Rating:

4. DECISION MAKING AND JUDGEMENT

Offers policy recommendations to the Board.

Accumulates all relevant information prior to making job-related decisions.

Maintains professional knowledge and awareness of best practices and trends.

Presents well considered alternatives when making recommendations.

Makes decisions and communicates them in a timely manner.

Comments:

Rating:

5. COMMUNICATION:

Keeps the Board fully informed regarding District condition and all important factors influencing it.

Frames significant questions and complex issues in ways that facilitate Board and/or staff dialogue and action.

Keeps informed on library operations.

Advises of budget matters, progress toward goals, status of issues, etc.

Provides information and makes recommendations regarding policy decisions.

Is aware of the importance of points of interaction where the exchange of information, support, influence and cooperation may have a very significant impact on the programs and policies of the District.

Serves as the District's chief spokesman and advocate for issues relevant to the District.

Consistently hones the skills of establishing and maintaining effective working relationships with patrons, members, member libraries, community leaders, employees and the general public.

Consistently displays integrity and models the District's values.

Comments:

Rating:

6. MANAGEMENT EFFECTIVENESS

Delegates, then supervises performance.

Maintains composure under trying circumstances.

Effectively manages continuity, change and transition.

Deals effectively with demanding situations and designs and implements effective interventions.

Comments:

Rating:

7. EMPLOYEE RELATIONSHIPS AND DEVELOPMENT

Insures there is a system to select competent employees and train and develop employees.

Periodically meets with employees to share information that will affect them.

Comments:

Rating:

8. ORGANIZATIONAL RELATIONSHIPS

Positively accepts feedback.

Demonstrates skill in communicating with others orally and in writing.

Shows appropriate assertiveness in expressing and advocating point of view.

Facilitates the integration of the District into the fabric of the community by offering services, programs and support to individuals and organizations, and by use of effective marketing and communication activities.

Listens to patrons, volunteers, donors and others in order to improve services and generate community involvement and engagement.

9. STRATEGIC PLAN

Develops and executes the strategic plan.

Comments:

Rating:

OVERALL SUMMARY SECTION

Summarize the Executive Director's performance by providing comments and averaging your individual section ratings.

Overall Summary Comments:

Overall Rating *(average of nine individual section ratings):*

360 Degree Executive Director Appraisal

For direct reports of the Executive Director:

Please enter your name and job title in the blanks provided.

For the multiple-choice questions, please select the option indicating your level of agreement to the statement. In the event that rater has not had occasion to observe the conduct, please select "Have not experienced or observed". Please provide any additional comments in the comment box provided at the end.

The information provided will be reviewed by the Board of Trustees as part of the Executive Director's Performance Appraisal.

* 1. Name

2. Job Title

3. The Executive Director's conduct is both positive and consistent.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree
- Have not observed or experienced.

4. I feel safe to be myself with the Executive Director.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree
- Have not observed or experienced.

5. I understand the specific expectations for my work.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree
- Have not observed or experienced.

6. I receive helpful feedback from the Executive Director.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree
- Have not observed or experienced.

7. I feel supported in developing new skills.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree
- Have not observed or experienced.

8. I get the help that I need from the Executive Director to solve problems.

- Strongly agree
- Agree
- Neither agree nor disagree
- Disagree
- Strongly disagree
- Have not observed or experienced.

9. Additional comments

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: October 7 th , 2024
Type of item: Action
Subject: Proposed 2025 Holiday Schedule
Presented by: Dr. Matthew Hortt, HPLD Executive Director
Recommendation: Staff recommend that the board approve the proposed holiday schedule for 2025

Background

Each year the Board of Trustees approves the holidays for the forthcoming year which results in the Branch Libraries and the DSS & Administration offices being closed.

In lieu of closing, the Branch Libraries and DSS & Administration offices remain open in honor of Presidents' Day. The Branch Libraries and DSS & Administration offices also remain open on Juneteenth Day. Staff are provided a "floating holiday" for these two holidays.

Staff is also proposing a date for All-Staff Day of February 28th, 2025

Recommendation

Staff recommend that the board approve the proposed holiday schedule for 2025



2025 Holiday Schedule

The libraries will be closed on the following dates:

Paid Holidays

Full-time employees and part-time employees who work at least 20 hours per week will receive holiday pay or another day off if scheduled to work that day. Holidays should be used in the same pay period they are earned.

- **Wednesday, January 1 – New Year’s Day**
- **Monday, January 20 – Martin Luther King Jr. Day**
- **Monday, May 26 – Memorial Day**
- **Friday, July 4 – Independence Day**
- **Monday, September 1 – Labor Day**
- **Tuesday, November 11 – Veteran’s Day**
- **Thursday, November 27 – Thanksgiving**
- **Wednesday, December 24 – Christmas Eve Day**
- **Thursday, December 25 – Christmas Day**

Unpaid Holidays

The libraries will also be closed or closing early, but employees will not receive holiday pay:

- **Sunday, April 20 (Easter)**
- **Wednesday, November 26, at 5:00 pm (Thanksgiving Eve)**
- **Wednesday, December 31, at 5:00 pm (New Year’s Eve)**

Floating Holidays:

Full-time employees and part-time employees who work at least 20 hours per week employees will receive two (2) floating holidays in lieu of Presidents’ Day and Juneteenth Day, to be taken any time during the calendar year.

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: October 7 th , 2024
Type of item: Action
Subject: HPLD Vision and Values
Presented by: Dr. Matthew Hortt, HPLD Executive Director
Recommendation: Staff Recommend the Board consider and approve the proposed Vision & Values

Background

In January 2020, the Board approved a new vision and mission for HPLD. At that time, it was determined that the values and visions would be reviewed and considered at a future date. Staff have been working on the proposing new vision and values for the organization that meld both aspects of the Baldrige Framework with library professional values. In September 2024, the Board provided feedback on the initial draft and tabled the item until October.

Recommendation

Staff Recommend the Board consider and approve the proposed Vision & Values


Draft Presented in September:

	A ccess	S erve	P artner	I mprove	R esponsible	E nrich
<u>HPLD Value</u>	We provide Access to all in the community	We SERVE (value) everyone in our communities	We PARTNER to ensure access to expertise. We PARTNER in support of common goals and expanding our value	We strive to be a role model organization through relentless efforts to IMPROVE .	We are RESPONSIBLE with tax-payer funds and work to be taxpayer proud.	We ENRICH lives through providing the opportunity to learn and grow.
<u>Foundational Principles</u>	Inclusion: We welcome all people and are open and available to all.	Customer Service: We are here to serve and provide an exceptional level of customer service and positive experiences.	Courtesy/Respect: We treat every staff member and patron with courtesy and respect in all spaces	Personal Development: We support, value, and encourage personal development.	Privacy/Safety: We protect patrons' privacy and strive to make a safe place for everyone.	Intellectual Freedom: A democracy needs informed citizens. We defend the First Amendment and the constitutionally protected expressions of others. Our libraries provide free and equal access to information and resources to all in our community.

Draft Following Feedback:

	A _{ccess}	S _{erve}	P _{artner}	I _{mprove}	R _{esponsible}	E _{nrich}
<u>HPLD Value</u>	We provide Access to all in our the community	We SERVE (value) everyone in our communities	We PARTNER to ensure access to expertise. We PARTNER in support of common goals and expanding our value	We strive to be a role model organization through relentless efforts to IMPROVE .	We are RESPONSIBLE with tax-payer funds and work to be taxpayer proud.	We ENRICH lives through providing the opportunity to learn and grow.
<u>Foundational Principles</u>	Inclusion: We welcome all people and are open and available to all.	Customer Service: We are here to serve and provide an exceptional level of customer service and positive experiences.	Courtesy/Respect: We treat every staff member and patron with courtesy and respect in all spaces	Personal Development: We support, value, and encourage personal development.	Privacy/Safety: We protect patrons' privacy and strive to make a safe place for everyone.	Intellectual Freedom: A democracy needs informed citizens. We defend the First Amendment and the constitutionally protected expressions of others. Our libraries provide free and equal access to information and resources to all in our community.

Alternate Draft:

	S erve	P artner	I mprove	R esponsible	E nrich
<u>HPLD Value</u>	We SERVE (value) everyone in our communities	We PARTNER to ensure access to expertise. We PARTNER in support of common goals and expanding our value	We strive to be a role model organization through relentless efforts to IMPROVE .	We are RESPONSIBLE with tax-payer funds and work to be taxpayer proud.	We ENRICH lives through providing the opportunity to learn and grow.
<u>Foundational Principles</u>	Customer Service: We are here to serve and provide an exceptional level of customer service and positive experiences.	Courtesy/Respect: We treat every staff member and patron with courtesy and respect in all spaces	Personal Development: We support, value, and encourage personal development.	Privacy/ Safety: We protect patrons' privacy and strive to make a safe place for everyone.	Intellectual Freedom: A democracy needs informed citizens. We defend the First Amendment and the constitutionally protected expressions of others. Our libraries provide free and equal access to information and resources to all in our community.

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: October 7 th , 2024
Type of item: Action
Subject: Farr Regional Library Refresh Contract
Presented by: Dr. Matthew Horts, HPLD Executive Director
Recommendation: Staff Recommend the Board Approve the Refresh Contract

Background

In April 2024, the Board approved the selection of PCL as the construction firm to work on completing both the Carbon Valley & Farr Regional Libraries' remodeling projects. The overall budget for the Farr Regional Library Park Library is set at \$850,000.

Considerations

- The contract has been reviewed by staff, legal counsel, and our owner's rep
- The Guaranteed Maximum Price (GMP) for both projects are still to be set and will be brought forward for Board approval.
- PCL agreed to the use of the term "suspension" in the Carbon Valley Contract and the same verbiage is used in the Farr contract

Recommendation

Staff Recommend the Board Approve the Refresh Contract

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 « 15th » day of « April » in the year « 2024 »
(In words, indicate day, month, and year.)

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

« High Plains Library District » « »
« Dr. Matt Hortt »
« 2650 W 29th St »
« Greeley, CO 80631 »
« 970-506-8563 »

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

« PCL Construction » « »
« 2000 S Colorado Blvd, Ste 2-500 »
« Denver, CO 80222 »
« (303) 667-3835 »

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

« Farr Regional Library Refresh »
« 1939 61st Ave, Greeley, CO 80634 »
« see Exhibit A for full scope »

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

« VFLA Architecture + Interiors » « »
« 419 Canyon Ave #200 »
« Fort Collins, CO 80521 » « »
« (970) 498-2962 »
« »
« »

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.

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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EXHIBIT F CMAR RFP dated 3/2/2024, RFP Addendum 01 dated

EXHIBIT ~~F~~ PCL Construction Proposal dated 3/21/2023

G

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 F CMAR RFP »

§ 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.)

« Carbon Valley Regional Library, 7 Park Ave, Firestone, CO 80504 »

§ 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.)

« Farr Regional Library \$425,000 »

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

.1 Design phase milestone dates, if any:

« Construction documents by September 2024 »

.2 Construction commencement date:

« October-November 2024 »

.3 Substantial Completion date or dates:

« January 2025 »

.4 Other milestone dates:

« »

§ 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.)

« A phased construction schedule is necessary to allow the library to remain open to patrons during the refresh.»

§ 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.)

« High Plains Library District » « »

« Dr. Matt Hortt »

« 2650 W 29th St »

« Greeley, CO 80631 »

« 970-506-8563 »

§ 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 »
« Brooke Kardos »
« T: (720)708-7022 »
« E: bkardos@wemberinc.com »

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

.1 TBD

« »
« »
« »
« »
« »

.2

« »
« »
« »
« »
« »

.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.)

« VFLA Architecture + Interiors »
« 419 Canyon Ave #200 »
« Fort Collins, CO 80521 »
« Aspen Zabel »
« (970) 498-2962 »

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

« PCL Construction »
« 2000 S Colorado Blvd, Ste 2-500 »
« Denver, CO 80222 »
« Taylor Kern »
« (303) 667-3835 »

§ 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.)

« Eric Pagano to be superintendent, Jacob Van Deventer to be project manager, Taylor Kern to be project manager Eric Bakanowski 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, 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 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. 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.

§ 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 scopes of Work that the Owner may approve to be self-performed by the Construction Manager that are not secured through a competitive process.

§ 3.1.11.5 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, plus mutually agreed general conditions, profit, overhead and other standard markups.

§ 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, which are typically obtained by contractors after execution of the contract. 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:

«
High Plains Library District » « »
« Dr. Matt Hortt »
« 2650 W 29th St »
« Greeley, CO 80631 »
« 970-506-8563 »
«mhortt@highplains.us »

CONTRACTOR:

«
PCL Construction » « »
« 2000 S Colorado Blvd, Ste 2-500 »
« Denver, CO 80222 »
« Taylor Kern »
« (303) 667-3835 »
«tmkern@pcl.com »

OWNER’S REPRESENTATIVE:

« Wember Inc. »
« 7350 East Progress Place, Suite 100 »
« Greenwood Village, Colorado 80111»
« Brooke Kardos »
« T: (720)708-7022 »
« E: bkardos@wemberinc.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;

- .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. 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,. 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 as part of the GMP proposal . 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 3.10 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.

§ 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.)

« \$2145.00 »

§ 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.)

« »

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 «Twelve » (« 12») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall 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 invoice. Amounts shall be remitted from Owner to Construction manager within 30 days of Owner's receipt of the invoice. . Interest on late payments for Construction Manager's preconstruction and construction phase work shall be 12% per annum, compounded.

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.)

«_two and seven tenths____percent (__2.7_%) » 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 _ two and seven tenths_ percent (__2.7__)% 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 be as shown in the Standard Tool and Equipment Rental Pricing List to be included with GMP packet and amendment documents

§ 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 Substantial Completion Date, the Construction Manager shall be liable for liquidated damages because of such delay. For each and every day of delay past the Substantial Completion Date (including and, as adjusted by, time extensions) of this Contract, the 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 the remaining unpaid balance of the GMP under

this Contract or if the GMP has been exceeded, then, to collect such liquidated damages directly from the Construction Manager or its surety. Such liquidated damages are the Owner's sole and exclusive remedy for unexcused delays caused by the Construction Manager and shall not, in the aggregate, exceed an amount equal to 50% of the Construction Manager's Fee.

»

§ 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. The Owner shall promptly issue Change Orders for changes and events for which Contractor is entitled to an equitable adjustment of the Contract Time or Contract Sum. Where the Contract Documents provide for adjustments to the Contract Sum, the Contractor is entitled to a corresponding adjustment to the Guaranteed Maximum Price and General Conditions Amounts.

§ 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.

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.

§ 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

§ 7.6.1 Premiums for that portion of insurance required by the Contract Documents that can be directly attributable to the Contract.

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

§ 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. Notwithstanding anything to the contrary in the Contract Documents, agreed rates, lump sum amounts, unit prices and other stipulated amounts shall not be subject to audit.

§ 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 one year 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, at discretion of Contractor. Any lease/purchase rental arrangements must be disclosed to the Owner in a timely manner. 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 «first » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the « first » day of the « following » 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 « thirty » (« 30 ») 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 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 payment, at Substantial Completion, 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

« »

§ 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.)

«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.

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.

§ 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 and the Construction Manager may terminate this Agreement, upon not less than seven (7) days written notice to the Owner.

§ 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:

- .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 or the Construction Manager 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 plus costs incurred as a result of such termination and 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

§ 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 under which the additional insured is a Named Insured 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 As between Owner and Construction Manager, except for Owner’s property policy, Construction Manager’s insurance shall be primary and non-contributory with respect to the required insurance policies which affords additional insured status with any other insurance available to the Owner. The Owner reserves the right to request completed copies of the Construction Managers certificates of insurance and relevant 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 € 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 RFP dated March 4, 2024, PCL proposal dated March 21, 2024, Fee matrix dated April 8, 2024

« »

- .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

- .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, 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)*

« Dr. Matt Hortt » « Executive Director »
(Printed name and title)



CONSTRUCTION MANAGER *(Signature)*

« Mauricio Ramos » « District Manager »
(Printed name and title)

AIA® Document A201® - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

« Farr Regional Library Refresh »
« 1939 61st Ave »
« Greeley, CO 80634 »

THE OWNER:

(Name, legal status and address)

« High Plains Library District » « »
« Dr. Matt Hortt »
« 2650 W 29th St »
« Greeley, CO 80631 »
« 970-506-8563 »
« »
« »

THE ARCHITECT:

(Name, legal status and address)

« VFLA Architecture + Interiors » « »
« 419 Canyon Ave #200 »
« Fort Collins, CO 80521 » « »
« (970) 498-2962 » « »
« »

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.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS

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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), the Contractor's Qualifications, Clarifications and Exclusions, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contractor's Qualifications, Clarifications and Exclusions shall have precedence over any inconsistent or conflicting terms or conditions in the Contract Documents and shall not be modified by a Construction Change Directive.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 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 Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service prepared by Architect or Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, by courier providing proof of delivery, or FedEx, UPS or other similar delivery with tracking verification.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use 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.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 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 Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time, or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's property, on account of work for which Contractor has received payment from Owner, by anyone claiming by, through, or under Contractor or disregards the instructions of the Owner when based on the requirements of the Contract Documents, the Owner may, after providing the Contractor written notice and reasonable opportunity to cure, issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have

express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with observable local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor’s proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable here from

shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall be responsible for contacting utilities for help in locating all existing underground installations, including Underground Utilities and their service connections, in advance of excavating or trenching, by contacting the utility owners thereof and any available ONECALL Service and prospecting, and any resulting damage from failure to do so. Contractor is not responsible for damages caused by unknown or misidentified utilities.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, required insurance and bonds, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor has the responsibility to ensure that all equipment and material suppliers and subcontractors, their agents, and employees adhere to the Contract Documents, and that they order material and equipment on time, taking into account the current market and delivery conditions, and that they provide equipment and materials on time. The Contractor shall coordinate its Work with that of all others on the Project, including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan effective and efficient methods of overall installation.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall promptly remove any such employees or persons causing disruptions or disorder.

§ 3.4.4 All work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without an increase to the Guaranteed Maximum Price unless changes by owner requires work beyond regular hours to meet the schedule.

§ 3.4.5 Unless otherwise specifically required, all materials and equipment incorporated in the Work shall be new, free of faults and defects, and shall conform to the Contract Documents. If required, the Contractor shall furnish satisfactory evidence to the type and quality of materials and equipment.

§ 3.4.6 Colorado labor shall be employed to perform the Work to the extent of not less than eighty (80%) percent of each type or class of labor in several classifications of skilled and common labor employed on such project or public works. "Colorado labor," as used in this Article, means any person who is a resident of the State of Colorado, at the time of employment, without discrimination as to race, color, religion, creed, national origin, sex, age, or handicap.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty shall be for one (1) year from Substantial Completion and excludes remedy for damage or defect caused by

abuse, design, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Materials shall conform to manufacturer's standards in effect at the date of execution of the Construction Contract and shall be installed in strict accordance with manufacturer's directions. The Contractor shall, if required by the Owner, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers.

§ 3.5.2 The warranty provided in this Section 3.5 shall be in addition to and not in limitation of any other warranty or remedy required or provided by law or by the Contract Documents and (ii) notwithstanding anything to the contrary contained in the Contract Documents, this warranty shall commence on substantial completion notwithstanding any partial occupancy prior thereto). The Contractor shall promptly repair and replace, at Contractor's sole cost and expense, any materials, equipment or Work covered by this warranty which is in violation of this warranty. All warranty work shall be coordinated with Owner in order to limit the disruption of operation of the completed Project. Such warranty work shall be completed in compliance with the terms and conditions of the Contract Documents.

§ 3.5.3 Owner and Contractor agree and acknowledge that Owner is entering into this Contract in reliance on Contractor represented expertise and ability to provide Construction Management services. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of Owner in accordance with the requirements and procedures set forth in the Contract Documents.

§ 3.5.4 Unless directed by the Owner the Contractor's duties shall not be diminished nor shall Contractor be released from any liability by any review and/or approval by Owner, it being understood that Owner's review and/or approval of Submittals shall be for informational purposes only and not for purposes of approving or determining the propriety of the documents and the Owner is ultimately relying upon the Contractor's skill and knowledge in performing the Work.

§ 3.5.5 The Contractor's warranties and obligations under the provisions of Section 13.1.12 shall survive the completion of the Work or earlier termination of the Contract.

§ 3.5.6 The Contractor warrants that it will perform the Work in a timely, accurate and complete manner in accordance the provisions of the Contract Documents. The Contractor shall guarantee the Work against defects in workmanship and materials for a period of one (1) year, commencing on the date of substantial completion of the Work (the "Warranty Period"). The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with this Contract and without expense to the Owner. The time allowed for such corrective action shall be mutually agreed upon by the Owner and the Contractor. If the Contractor fails to proceed promptly in accordance with these guarantees, the Owner reserves the right to place the Contractor in default of its contractual obligations and may have the Work performed at the expense of the Contractor. This provision shall survive the completion of the Work and the termination of this Order. The above guarantee does not limit any claims that the Owner may otherwise have against the Contractor. Claims on extended warranties beyond the Warranty Period shall be submitted by Owner directly to the appropriate manufacturer providing such extended warranty. The Contractor shall also assign to the Owner any longer-term guarantee of materials used by the Contractor as may be provided by the manufacturer, per the material specifications and contract documents and the Contractor shall not have any obligation to perform Warranty Work following the initial one-year Warranty period, except to help facilitate submission or warranty service requests from the Owner to the appropriate manufacturer providing any such extended warranty.

§3.5.7 At least 60 calendar days prior to the expiration of the Warranty Period, the Owner shall have the option to make an inspection to determine whether the Work has been completed in accordance with this Contract and may submit a written list of any defects to the Contractor (the "Warranty Work"). In the event the Owner chooses this option, the Contractor shall promptly correct all Warranty Work without additional cost to the Owner within the Warranty Period. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit written notification to the Owner for approval requesting an extension of time to complete such item (the "Request for Extension of Warranty Work"). The Request for Extension of Warranty Work must be received by the Owner

within seven calendar days of the Contractor's receipt of the Warranty Work and shall include the Contractor's justification for the request and a schedule for completion of the Warranty.

§ 3.5.8 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 It is understood that this project will receive tax exempt status. Owner to provide contractor with tax exempt certificate upon execution of Contract in order for Contractor to apply for a project specific tax exempt certificate from the state of Colorado. The exemption does not apply to purchases or rentals of equipment, supplies, or tools by the contractor that she or he uses to perform construction services for a tax-exempt entity. A contractor must apply for an exemption certificate prior to starting work on any tax-exempt construction project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor 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.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 10 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.6 If, in the course of the Work, the Contractor believes it has encountered human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from such suspension may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; as well as fees or any other costs for which allowances are established.
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner or Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner or Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner's and Architect's information. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form, available to the Architect and Owner, and delivered to

the Architect for submittal to the Owner upon completion of the Work and as a condition precedent to Final Payment as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. If Contractor performs any design services in connection with the Work, Contractor or his design professional will meet and comply with Professional Liability insurance requirements as set forth elsewhere in this agreement in its entirety.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 By providing Submittals the Contractor represents to the Owner that it has (1) reviewed and check for conformance against the construction documents, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.12 Any professional design services required of the Contractor under Contract Documents shall be expressly identified and specified in the Agreement. All such professional design services or certifications as required by the contract documents to be provided by the Contractor, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. **Owner shall be responsible for the design criteria for such portions of the Work.** The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals provided that the Owner's consultants shall remain responsible for overall coordination of the design of the Project.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract, on a weekly basis minimum, and more often as needed to maintain a functional, efficient and safe construction site to the reasonable satisfaction of Owner. At completion of the Work,

the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

§ 3.16.1 The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. The Contractor shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 3.16.2 The Owner and its representatives shall at all times have access to the work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Agreement and quality of workmanship and material. The Owner may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing. The Contractor shall provide all labor, tools, materials equipment and supplies necessary to comply with the request of the Owner. If any of the work is determined to be defective due to Contractor or subcontractor, the Contractor shall bear all costs involved to bring the Work into compliance with the Contract, including, without limitation, the cost to replace any materials, to re-perform or to reconstruct the Work.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner's Representative, Owner and its officers, and employees from and against all claims, liability, damages, losses, and expenses, including reasonable attorney fees, on account of injury, loss, or damage, arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with performance of the Work but only to the extent caused in whole or in part by, the negligent act, omission, error, or other fault of the Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor.

If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Owner may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 Contractor shall provide Owner with immediate written notification as to any circumstances to which this Section 3.18 may give rise to an Owner indemnification promptly after Contractor becomes aware of such circumstances.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner regularly 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications 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. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, 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.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for

installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within seven (7) days of receipt or within any time limits otherwise agreed upon in writing. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner or Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar

to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of observed apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of observed apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall, subject to Section 15.1.7, reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner’s Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 The Parties acknowledge and agree that, due to current extraordinary circumstances and market conditions, there is the potential for (i) material and equipment supply chain delays, disruption, cost increases and shortages as well as (ii) labor shortages and/or extraordinary labor cost increases, which are outside of the Parties' control. The Parties agree Contractor has not included an escalation factor or contingency specifically for these issues in the Contract Sum or Contract Time. Contractor will use reasonable efforts, without requiring the expenditure of additional cost, to mitigate cost and time for performance of the Work increase due to such material, equipment or labor cost increases, delays and/or shortages beyond Contractor's reasonable control, the Contract Sum and Contract Time shall be increased accordingly.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and the Owner and shall not proceed to implement the change in the Work unless directed by the Owner at an agreed cost. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect and the Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by Force Majeure as defined in paragraph 13.7; (4) by delay authorized by the Owner; (5) other causes beyond the Contractor's control; or (6) by other causes that the Contractor asserts, justify delay, then the Contract Time shall be extended for such reasonable time and reasonable direct and indirect costs associated with delays if any as the Owner may determine and only if such delay will prevent Contractor from achieving Substantial Completion by the contract time. Subject to Article 15.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may not include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Approved Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, with the agreement of the Owner, stored at an insured facility where the Owner can reasonably visually verify or receive other acceptable verification of the storage of materials. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing . Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1 .

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents or unsatisfactory execution of the work.
- .8 any other reasonable basis to withhold certification. Owner shall have no liability whatsoever for interest or other charges resulting from withholding of payment for any reason stated in the Contract.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any

fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. As a condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within sixty (60) consecutive days or as agreed upon by the Owner and Contractor in writing. The Work shall not be considered ready for Substantial Completion if any of the following conditions exist:

- .1 Incomplete or defective work remains which would prevent or interfere with the Owner's occupancy and normal operations and intended use of the facility;
- .2 The building mechanical systems have not been tested, balanced;
- .3 The building electrical and life safety systems have not been tested;
- .4 Final clean-up is not complete to support the occupancy and intended use of the facility outside of clean-up associated with punch list items to be completed (outside of clean as an item);
- .5 Approvals and Temporary or Full Certificates of Occupancy (Whichever occurs first) by regulatory officials are not received and complete.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, and confirmation of all inspections and regulatory approvals to allow occupancy, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's and Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not: (1) constitute acceptance of Work not complying with the requirements of the Contract Documents, (2) relieve the Contractor from responsibility for loss or damage because of or arising out of defects in, or malfunctioning of, any Work, material or equipment, nor from any other unfulfilled obligations or responsibilities under the Contract Documents, or (3) commence any warranty period under the Contract Documents, provided that Contractor shall not be liable for damages or ordinary wear and tear resulting from such partial occupancy.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) Contractor's general warranty and documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties for the Work, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 faulty or defective Work appearing after Substantial Completion;
- .4 terms of special warranties required by the Contract Documents; or
- .5 replacement of material or equipment which is rejected if found, after the date of final payment, to be defective, or inferior in quality or uniformity, to the material or equipment specified, or is not as represented to the Architect and Owner.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.1.1 At all times through performance of this contract, the Contractor shall be familiar with and comply with all local noise ordinances in the performance of the Work. The Contractor shall not conduct work in excess of the permissible decibel levels provided by local noise ordinances. The Contractor shall provide the Owner with prior notice of any known Work that may result in such excessive noise levels.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 Finishes, structures, utilities, service roads, landscaping located on the property not included in the contract documents shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. Adequate floor and wall protection must be provided by the Contractor during performance of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to satisfaction of the Owner.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent caused by the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall take reasonable action, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor shall notify the Owner as soon as an emergency affecting safety of persons on the property is discovered.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor and its subcontractors shall purchase and maintain insurance of the types and limits of liability, containing the relevant endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be included as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents and Exhibit B.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within thirty (30) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor's insurance carrier shall provide notice to the Owner of such impending or actual cancellation or expiration. If any insurance policy required herein and maintained by Contractor does not provide advance notice to third parties then, prior to any cancellation of such insurance, Contractor shall have new insurance policies in place that meet the requirements of this Agreement. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Additional Named Insured

§ 11.2.1 The Owner and Wember, Inc. shall be named as an additional insured under the Contractor's Automobile, Commercial General, and Umbrella Liability coverages, and the Commercial General Liability additional insured coverage shall include products and completed operations coverage. The Contractor's Automobile, Commercial General, and Umbrella Liability additional insured coverage shall be primary with respect to claims against the Owner caused by the fault or negligence of Contractor.

§ 11.3 Builder's Risk/Commercial Property Insurance

§ 11.3.1 The Contractor shall purchase and maintain commercial property insurance upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company rated with an AM best rating of A-VIII, or companies against which the Owner has no reasonable objection.

This insurance shall include the interests of the Owner, the Contractor in the Work as additional insureds, providing that such insurance is primary with respect to claims made by the additional insureds, and be in the form of Commercial Property insurance for physical loss or damage. If not covered under Commercial Property insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in a Request for Payment under paragraph 9.3.2.

§ 11.3.1.1 The form of policy for this coverage shall be "Replacement Value". The coverage under this policy shall include contemplated work and work in progress.

§ 11.3.1.2 If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, to purchase this insurance with deductible amounts, the Contractor shall be responsible for payment of the amount of all deductibles in the event of a claim.

§ 11.4 General Requirements

§ 11.4.1 If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto. The Owner reserves the right to request and receive a copy of any certificates of insurance at any time, and any and all relevant endorsements to said policy.

§ 11.4.2 All insurance policies and/or certificates of insurance required under the Contract Documents shall be issued subject to the following stipulations by the Insurer:

- .1 Underwriter shall have no right of recovery or subrogation against the Owner it being the intent of the parties that the insurance policy so effected shall protect both parties and be primary coverage that afford additional insured status for any and all losses covered by the described insurance subject to the policy's terms and conditions.
- .2 The clause entitled "Other Insurance Provisions" contained in any policy including the Owner as an additional insured shall not apply to the Owner.
- .3 The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums due or for any assessments under any form of any policy.
- .4 Any and all deductibles contained in any insurance policy shall be assumed by and shall be the sole liability of the Contractor.

§ 11.4.3 With prior mutual agreement between Owner and Contractor, additional coverages or higher limits of liability may be required by the Owner should the scope or nature of the work change during the course of the Construction Contract. All Commercial General liability insurance policies required by this Article shall specifically provide that the coverage limits shall be exclusive of costs of defense, including attorneys' fees.

§ 11.4.4 The Contractor shall be solely responsible for ensuring that all subcontractors or suppliers obtain and maintain in force for the term of this Construction Contract insurance policies sufficient to meet the minimum coverages required under the Contract Documents.

§ 11.4.5 Nothing contained in this Article 11 shall be construed as limiting the extent of the Contractor's responsibility for payment of damages or liability resulting from his operations under the Construction Contract. Contractor agrees that he alone shall be completely responsible for procuring and maintaining insurance coverage to insure the Work. Any approvals of Contractor's insurance coverages by the Owner or the Project Manager shall not operate to the contrary

§ 11.4.6 The risk of loss to any property to be provided by Contractor to Owner pursuant to the Contract Documents shall be upon the Contractor until said property has been finally accepted by Owner.

§ 11.4.7 Nothing in this Article 11 shall be deemed or construed as a waiver of any of the protections to which Owner may be entitled under the Constitution of the State of Colorado or pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

§ 11.4.8 The Contractor shall provide the certificates of insurance and all endorsements required under the Contract Documents before commencing any Work. **It shall be an affirmative obligation of Contractor's insurance carrier to provide written notice to the Owner within thirty (30) days of the cancellation of any of the policies required herein and failure to do so shall constitute a material breach of the Contract.** If any insurance policy required herein and maintained by Contractor does not provide advance notice to third parties then, prior to any cancellation of such insurance, Contractor shall have new insurance policies in place that meet the requirements of this Agreement.

§ 11.4.9 All insurance required under the Contract Documents shall be obtained from financially responsible insurance companies with a current Best's Insurance Guide Rating of A- and Class VII or better, licensed in the State of Colorado, and approved by the Owner, and shall be maintained until the Contractor's Work is accepted by the Owner. The Contractor shall provide the certificates of insurance required under the Contract Documents prior to commencement of the Work, which approval shall not be unreasonably withheld. The Owner may, in writing, specifically indicate its approval or disapproval of each separate policy provided pursuant to the Contract Documents prior to commencement of the Work, which approval shall not be unreasonably withheld.

§ 11.4.10 All policies under the Contract Documents that are scheduled to expire prior to the time the Contractor's Work is finally accepted by the Owner shall be renewed prior to the scheduled expiration date and evidence of such renewal shall be submitted to the Owner for approval.

§ 11.4.11 **Intentionally Omitted.**

§ 11.4.12 All commercial general liability insurance and builder's risk/property insurance policies required by this Article shall be occurrence-based policies.

§ 11.5 **Owner's Insurance**

§ 11.5.1 Contractor shall provide Builders Risk insurance on a completed value basis covering the Work in its entirety and during the course of construction.

§ 11.5.2 **Not Used**

§ 11.5.3 **Not Used**

§ 11.6 **Waivers of Subrogation**

§ 11.6.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.6.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.7 **Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.7 Adjustment and Settlement of Insured Loss

§ 11.7.1 Not Used

§ 11.7.2 Not Used

§ 11.8 PERFORMANCE BOND AND PAYMENT BOND

§ 11.8.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The Owner shall notify Contractor of whether it will require bonds within a reasonable time prior to the planned start of construction so that the Contractor has sufficient time to obtain such bonds.

§ 11.8.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.8.3 If such bonds are required by the Owner, the Contractor shall furnish, at the Contractor's expense, a separate performance bond and a labor and materials bond, for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado and appearing as a licensed corporate surety on the Federal Register. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the Owner. The bonds shall remain in effect until completion of all warranty and guaranty work and shall be delivered to the Owner prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor

shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5. All such Work shall be coordinated with Owner in order to limit the disruption of operation of the completed Project. All such warranty work shall be completed in compliance with the terms and conditions of the Contract. This provision or any other provision in this Section 12.2.2 does not relieve the Contractor in any way of conforming to the requirements of the Contract or correcting items not compliant with the Contract per applicable laws, statutes or any regulations, whether they are observable, concealed or in any other condition or status.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor 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 13.2.2, neither party to the Contract shall assign, sublet, or transfer (by operation of law or otherwise) any interest in the Contract as a whole without written consent of the other. If either party attempts to make an assignment, sublet or transfer without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor but after providing the Contractor notice, 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 Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Mandatory Immigration Provisions

§ 13.6.1 Contractor acknowledges that, prior to executing the Agreement, Contractor has certified that it does not knowingly employ or contract with an illegal alien to perform work under the Agreement and that the Contractor has participated in the E-Verify Program (formerly known as the Basic Pilot Program1) (the "E-Verify Program") or the Colorado Department of Labor and Employment (the "Department") program established by § 8-17.5-102(5)(c), C.R.S. (the "Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

§ 13.6.2 Contractor shall not: (a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or (b) Enter into a contract with a subcontractor who fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

13.6.3 The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in the E-Verify Program or the Department Program. (a) In the event the Contractor uses the Department Program for the employment verification described herein, the Contractor shall comply with the requirements mandated by § 8-17.5-102(5)(c), C.R.S. including: i. The Contractor shall comply with the provisions of § 8-17.5-102(5)(c), C.R.S.; and ii. Contractor shall notify the Owner of its determination to participate in the Department Program, and iii. The Contractor must, within twenty days after hiring an employee who is newly hired to perform work under the Agreement, affirm that the Contractor has examined the legal work status of the employee, retained file copies of the documents required by 8 U.S.C. § 1324a and not altered or falsified the identification documents for the employee, and the Contractor must provide a written, notarized copy of the affirmation of compliance with § 8-17.5-102(5)(c), C.R.S. to the Owner.

13.6.4 Contractor shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor who fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

13.6.5 The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in the E-Verify Program or the Department Program.

(a) In the event the Contractor uses the Department Program for the employment verification described herein, the Contractor shall comply with the requirements mandated by § 8-17.5-102(5)(c), C.R.S. including:

13.6.6 The Contractor shall comply with the provisions of § 8-17.5-102(5)(c), C.R.S.; and ii. Contractor shall notify the Owner of its determination to participate in the Department Program, and iii. The Contractor must, within twenty days after hiring an employee who is newly hired to perform work under the Agreement, affirm that the Contractor has examined the legal work status of the employee, retained file copies of the documents required by 8 U.S.C. § 1324a and not altered or falsified the identification documents for the employee, and the Contractor must provide a written, notarized copy of the affirmation of compliance with § 8-17.5-102(5)(c), C.R.S. to the Owner.

§ 13.7 Force Majeure. Neither the Contractor nor the Owner shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure” except the Contractor shall be entitled to an equitable adjustment of the Contract Time, Contract Sum and GMP on account thereof. As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts or omissions of authorities having jurisdiction over utilities, or acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes, freight embargoes, and unusual delays in delivery, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

§ 13.8 Order Of Precedence

§ 13.8.1 In the case of conflicts between the Drawings and Specifications, the Drawings shall govern. In any case of conflicts, omissions or errors in figures, drawings or specifications, discovered by the Contractor, the Contractor shall immediately submit the matter to the Owner and Architect for clarification. The Architect’s clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time or Contract Sum pursuant to Articles 7 and 8 or dispute resolution in accordance with Article 15.

§ 13.8.2 Where figures are given, they shall be preferred to scaled dimensions.

§ 13.8.3 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in the Contract Documents, shall be interpreted in accordance with their well-known meanings.

§ 13.8.4 In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written Modifications to this Agreement; (b) Contractor's assumptions and clarifications, (c) this Agreement; (d) Drawings (large scale governing over small scale), Specifications and Addenda issued prior to the execution of this Agreement; (e) approved Submittals; (f) information furnished by the Owner; (g) other documents listed in the Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

§ 13.9 **General Consultation.** The Contractor shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 13.10 When applicable law requires that services be performed by licensed professionals, the Contractor shall provide those services through qualified, licensed professionals.

§ 13.11 The Contractor, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 13.12 Progress Reports

§ 13.12.1 The Contractor shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Contractor, the Contractor shall report information below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Contractor's compensation and Reimbursable Expenses, if any;
- .11 Additional information as agreed to by the Owner and Contractors.

§ 13.13 Key Personnel, Contractors and Suppliers

§ 13.13.1 The Contractor shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

§ 13.13.2 If the Contractor changes any of the personnel, Contractors or suppliers identified in the Exhibit A Amendment, the Contractor shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 10 days to the Contractor in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 10 day period shall constitute notice of no reasonable objection.

§ 13.13.3 Except for those persons or entities already identified or required in the Exhibit A Amendment, the Contractor as soon as practicable after execution of the Exhibit A Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the

Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 13.13.4 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 13.13.5 No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Owner to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Owner to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may, at its option, suspend the Work if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- .4 Because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work; or
- .5 Because the Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may, at its option, suspend the Work, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful and careful manner;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial or material breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, and reasonable opportunity to commence and continue to cure, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, suspend the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such suspension for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such suspension for the Owner's convenience, the Contractor shall be entitled to receive payment for Work properly executed, plus costs incurred as a result of such termination and overhead and profit thereon.

§ 14.4.4.4 The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Owner, this Contract shall terminate, without penalty or expense to the Owner (except for amounts owed to Contractor for Work performed up to the date of such notice of termination), upon written notice being given by the Owner to the Contractor. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. Owner shall pay Contractor amounts due and owing for Work performed up to the date of such termination together with all other costs incurred as a result of termination.

§ 14.4.5 No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Owner to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Owner to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution. Provided that nothing herein is intended to limit the Contractor's right to payment for amounts owed under the Contract Documents.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

§ 15.1.2.1 The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.2.2 The Contractor shall maintain at the site for the Client a fully accessible electronic record copy of all drawings, specifications, addenda, Change Orders and other modifications, in good order and marked currently to record all changes during construction. The record drawings will be accessible to the Owner and their representatives for review and coordination. If the record drawings are not maintained to the satisfaction of the Owner and the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.

§ 15.1.2.3 The Contractor and their subcontractors shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 15.1.2.4 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents by the activities, tests, inspections or approvals of the Owner.

§ 15.1.2.5 Neither the Contractor nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Contractor determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Contractor shall execute a Modification to the Contract.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor intends to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor intends to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 Notwithstanding any other provision of Article 15, all notice of claims for extensions of time shall be made in writing to the Owner within 7 days after Contractor becomes aware of the delay; otherwise, they may be disallowed.

It is expressly understood and agreed, by and between the Contractor and Owner, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the normal average climatic and economic conditions and other factors prevailing in the locality of the Work. The Contract Time anticipates "Normal" average weather and climate conditions in and around vicinity of the project site during the times of year that the construction will be carried out. Extensions of time based upon weather conditions shall be granted only if the Contractor demonstrates clearly that such conditions adversely affected the Contractor's Work and thus required additional time to complete the Work.

The following specifies the procedure for the determination of time extensions for weather delays:

(a) An actual adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor. The Contractor shall notify the Owner in writing if Work cannot proceed on a given date, within two calendar days of that date. The Owner will use the above written notification in determining the number of calendar days for which Work was delayed during each month.

(b) The Contractor shall track approved weather delays in the meeting minutes. If necessary, a Change Order will be executed for an increase in the Contract Time along with the issuance of substantial completion.

(c) The Contractor's Project Schedule must reflect the above-anticipated adverse weather delays on all weather-dependent activities. The Contractor shall comply with the portions of the Contract Documents relating to its Project Schedule and amendments thereto which result from the "unusually severe" weather condition.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines. Owner is a public entity and as such is a political subdivision of the state of Colorado. The provisions of this Agreement shall be deemed to include the statutory provisions of Article 26 of Title 38, Colorado Revised Statutes, as those statutory provisions apply to political subdivisions of the state of Colorado. To the extent the provisions of this Agreement or any other Contract Document that comprises part of this Agreement conflict with the applicable statutory provisions of Article 26 of Title 38, the provisions of Article 26 of Title 38 shall control.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

§ 15.3.4 Litigation

The Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute concerning the Contract or the Project shall be exclusively in the federal court located in Colorado or the state court located in Weld County, State of Colorado.

REQUEST FOR PROPOSAL (RFP) CONSTRUCTION MANAGER AT RISK (CM@R) SERVICES



March 4, 2024

Carbon Valley Regional Library
7 Park Avenue
Firestone, CO 80504

Farr Regional Library
1939 61st Avenue
Greeley, CO 80634

Prepared by: Brooke Kardos

Wember, Inc
2580 E Harmony Rd
Fort Collins, Colorado 80528
Project Manager: Dan Spykstra
Phone: (720) 382-3795
e-mail: dspykstra@wemberinc.com
online: www.wemberinc.com

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1.0 GENERAL INFORMATION

1.1. INTRODUCTION AND PROJECT DESCRIPTION

This Request for Proposal (“RFP”) is issued to provide the selection process for Construction Manager at Risk (CM@R) services for the Farr Regional Library located in Greeley and Carbon Valley Regional Library. Firms submitting a response to the RFP will be asked at a minimum to state their understanding/experience to the project and offer their methodology for meeting the criteria noted in this RFP as well as complete the Scope & Fee Matrix attached. Interviews will follow the submission of proposals according the schedule contained in the RFP. Planning Solutions has been contracted for design services.

PROJECT BACKGROUND

Farr Regional Library is located 1939 61st Avenue, Greeley and is 38,000 sq ft. Carbon Valley Regional Library is located at 7 Park Avenue, Firestone, and is 35,000 sq ft. High Plains Library District has selected Wember as the Owner’s Representative and is currently procuring an interior design architect. Both libraries are due for an interior refresh. refresh of paint, carpet & furniture as well as some minor interior architectural changes.

PROJECT DESCRIPTION

Both libraries are due for an interior refresh of paint, flooring & furniture as well as some minor interior architectural changes of both main circulation desks, adding a door from the main library to admin & reconfiguring admin offices to maximize available offices. Carbon Valley Regional Library would also like to add a Makers Space within the existing space, this could require some design-assist from CMAR.

BUDGET

The “Hard Cost” or construction budget for the project is identified below and includes demolition, construction, general conditions, and overhead & profit. “Soft Costs” including design & engineering, permitting, FF&E, technology, contingency, 3rd party consultant service, etc. will be in addition to the Hard Cost, and maintained by the Owner.

Carbon Valley Regional Library \$880,000
Farr Regional Library \$425,000

TIMELINE

The proposed timeline is as follows:

Design	04/2024-08/2024
Permitting/ GMP	09/2024-09/2024
Construction	10/2024-01/2025
	(subject to change)

1.2 LOCATION

The Project is located at the locations listed above for Carbon Valley Regional Library and Farr Regional Library.

1.3 GENERAL CM@R SCOPE OF SERVICES

The exact scope of services required by the Client will be set forth in the agreement between the Client and the selected CM@R. The scope of work will consist of assisting Client’s staff and consultants in completing the Pre-construction Phase of the project in preparation for final approval by the necessary municipalities and agencies. In conjunction with this approval, the CM@R will have also prepared a final Guaranteed Maximum Price (GMP). Upon approval by the Client’s Board, the contractor will enter into a pre-negotiated contract to perform the construction management and general contracting services necessary to satisfactorily complete the project in compliance with the contract documents.

The CM@R’s services during the Pre-Construction Services phase shall include, but may not be limited to, cost estimating, value engineering, scheduling, logistical planning, constructability analysis, bid package administration, bidding of trade contracts, and the submittal of a Guaranteed Maximum Price (GMP) Proposal for the Client’s optional acceptance, reflecting the entire cost, scope of work and

quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the Client and shall include estimated quantities and values justified by the CM@R. All clarifications, exclusions, exceptions must be identified within pricing packages and the GMP Proposal.

The CM@R's services during the Construction Services phase shall include, but may not be limited to, construction management, administration, field supervision, coordinating subcontractors, maintaining quality, meeting schedules and providing the general conditions work for the Project.

Generally, all trade contracts shall be competitively bid and assigned to the CM@R's contract; however, when circumstances warrant it, the CM@R will be allowed to self-perform work that it traditionally performs with its own forces. This work shall be competitively bid by the CM@R against other contractors performing the same scope of work.

The CM@R shall implement and maintain a project controls system with full access to the project information by all project stake holders. The CM@R shall allow for "open book" policy and facilitate review of all Project contracts, records, accounting and other documentation and information, in any form, to the Client or persons designated by the Client for auditing purposes.

The CM@R shall participate in the use of the Clients' Project Management software (Owner InSite) and it will be managed collaboratively throughout the pre-construction and construction phase of the project. This system is the Owner's Representative's online project management system which includes, but is not limited to, managing Issues, RFI's, ASI's, Shop Drawings, Site Photos, Field Reports, Meetings, etc.

A. PRE-CONSTRUCTION SERVICES FIXED FEE

The CM@R shall participate in the continuing design process as an integral member of the Project Team and shall perform Pre-Construction Services that, in general, shall include but not be limited to the following:

- 1) Attend all necessary work sessions with the Client and Design Team to gather and distribute information on the Project as required. It is anticipated that attendance of one (1) two-hour work session, every other week, for the duration of the pre-construction period would be required.
- 2) In conjunction with the Client and Design Team, immediately identify the Project requirements and prepare a comprehensive Construction Budget. CM@R to identify all project related construction costs including (but not limited to) building and site construction, infrastructure improvement costs (on-site and off-site), construction within right-of-way, permitting and other such costs that may be of consequence to Client.
- 3) Develop and continue to refine a comprehensive Project Schedule. Identify, set decision dates, and make recommendations to the Client and the Design Team on procurement of long-lead delivery items. Update and monitor the Project Schedule with the Client and the Design Team regularly to identify deviations and changes.
- 4) Provide value engineering and life-cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to the Client. Conduct formal value engineering work sessions with the Client and the Design Team, and recommend design detail, system and assembly alternatives.
- 5) Prepare and monitor estimates of the construction cost during each of the design phases based on detailed quantity surveys of the Drawings and Specifications. Advise the Client and the Design Team if it appears that the construction budget will not be met and make recommendations for corrective action. Prepare and update with each cost estimate a

reconciliation report comparing the previous cost estimate, the current cost estimate, and the approved budget. Provide a narrative of the changes made from the previous versions and accompanied with an updated construction billing and cash flow forecast. Provide this service at the Schematic Design (100% SDs), Design Development (100% DDs) and Construction Documents (50% CDs). In addition to providing periodic estimates, it is expected that CM@R will work cooperatively with Client and the Design Team to provide intra-phase pricing evaluations of building systems, assemblies, and component options to facilitate timely design related decision-making as required by the Client and the Design Team.

- 6) Review the drawings and specifications as they are being prepared, and recommend alternate solutions whenever design details affect budget, schedule, constructability, and consistency with local and traditional trade practice.
- 7) Review the proposed design concepts, layouts, dimensions, clearances and advise the Client and the Design Team of possible conflicts of the M/E/P building systems with the adjacent structure and finishes. CM@R to confirm accuracy of Civil Engineer's earthmoving, import and export quantity assumptions prior to providing GMP.
- 8) Recommend a strategy for bid packaging the drawings and specifications relative to the Project approach and other pertinent considerations. Administrate the various bid packages for the Project.
- 9) Recommend and prequalify subcontractors and contract suppliers to develop a bidder's list for review and approval by the Client and the Design Team. It is the Client's policy that only prequalified subcontractors and suppliers shall be invited to bid on various procurement packages on the Project and, further, that awards are then based upon the lowest responsible and conforming bids received. Minimum of three (3) bids per subcontract or subtrade, including work to be self-performed, unless otherwise agreed to by Client.
- 10) Prepare a detailed approach to phasing of the work, mobilization, logistics, quality control and safety of the public for review by the Client and the Design Team.
- 11) Prepare and submit a final Guaranteed Maximum Price (GMP) Proposal for the Client's optional acceptance reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the Client, and shall include estimated quantities and values justified by the CM@R. All clarifications, exclusions, exceptions must be identified within your proposal.
- 12) Identify and submit proposals for long lead items for direct purchase by the Client.
- 13) Assist the Client and the Design Team as necessary in interfacing with the Building Department and other authorities having jurisdiction over the Project in order to obtain the building permit(s) on a timely basis for the construction activities.

B. CONSTRUCTION SERVICES FEE

The CM@R shall construct the work according to the construction documents and specifications within the scheduled time frame agreed to with the Client.

1. The CM@R will work with the Client's Owner's Representative Online Project Management software to track project related information including but not limited to RFI's, ASI's, Punch List, Warranty Items, O&M Manuals
2. The CM@R will be required to provide warranty and closeout assistance. Warranty on items will be for a minimum of 1 year.

Please refer to “Exhibit B:CM@R Scope & Fee Matrix” for more information and detail related to scope of services items. This matrix is an outline of the project scope as defined by the Owner’s Representative and to establish fees.

C. COST SAVINGS

To the extent the actual cost of the work may be reduced through the course of the design refinement, Procurement and Construction, the reduction in cost shall revert entirely to the benefit of the Client. There shall be no “shared savings” compensation to the CM@R.

D. CONSTRUCTION CHANGE ORDER MARK-UP

For Client approved changes to the scope of work, the CM@R shall propose a Percentage Fee for additive change orders to the Guaranteed Maximum Price (GMP) Contract amount. Deductive change orders will be credited only for the cost of the work.

E. BIDDING & CONSTRUCTION CONTINGENCY

The CM@R’S contingency shall be used to cover costs of unforeseen job conditions, omissions of the estimate (with the exception of subcontracted work), and discrepancies between subcontractor and supplier scopes of work, which are properly reimbursable as Cost of the Work but are not the basis for a change order. The CM@R’S contingency shall be used with the Client’s and the Design Team’s concurrence only, which shall not be unreasonably withheld. Requests for the use of the contingency shall be submitted by the CM@R within ten (10) calendar days of the event that caused such Cost of Work to be incurred, or as soon as the need is apparent, whichever is earlier. The CM@R’s contingency shall not be used for repairing or replacement of the Work due to the CM@R’s negligence or error. The balance of the CM@R’S contingency which has not been expended for the Project according to the procedures set forth herein shall be refunded entirely to the benefit of the Client, upon final invoicing. The CM@R shall also provide the Client and the Design Team documented status of the contingency amount on a monthly basis with each payment application.

1.5 CONTACTS

Copies of this RFP are available from the Client’s Owner Representative.

Owner’s Representative- Wember

Dan Spykstra
2580 E Harmony Rd
Fort Collins, Colorado 80528
Phone: (720) 382-3795
Email: dspykstra@wemberinc.com

(Owner/Client) – High Plains Library District

Dr. Matthew Hortt
2650 W. 29th Street
Greeley, CO 80651

Notice: Direct contact with the Client, the Board, or other related parties, may cause this candidate’s removal from the RFP process.

1.6 SCHEDULE OF EVENTS

The anticipated schedule below outlines milestones for the CM@R procurement:

DATE	TIME	EVENT
March 4, 2024		CM@R RFP Issued
March 8, 2024	11:00 AM @ Carbon Valley; 1:00 PM @ Farr	Non-mandatory site visit: 11:00 – Carbon Valley Regional Library, 7 Park Ave, Firestone, 1:00 – Farr Regional Library, 1939 61 st Avenue, Greeley
March 15, 2024	11:00 AM	Deadline for receipt of questions and inquiries
March 18, 2024		Final responses to questions, inquiries and RFP amendments
March 21, 2024	12:00 PM	Deadline for submission of proposals from CM@R candidates to
March 28, 2024		Shortlist Announced (anticipated)
April 5, 2024		Interviews of short-listed candidates
April 9, 2024		Preferred CM@R Team announced
April 2024		Selection of CM@R Firm and Negotiate Agreement

1.7 PROPOSAL INSTRUCTIONS

- A. Pages in the proposal shall be typed with the maximum number of pages of proposal information (excepting cover sheet, index sheet, blank pages, table of contents, and other supplemental proposal forms required or requested) to be limited to 30 pages numbered in sequential order.
- B. **Submit a single electronic PDF file of your proposal by the submittal date/time aforementioned**; email to the Owner's Representative, Dan Spykstra, dspykstra@wemberinc.com and Brooke Kardos, bkardos@wemberinc.com.
- C. **Hard copies of the proposal response will not be accepted.**
- D. No Proposing Firm may submit more than one proposal. Multiple submissions under different names will not be accepted from one firm, Joint Venture, or association.
- E. Each respondent must comply with the submission requirements as outlined. Submittals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that respondent or the respondent's submittals by the Client. At any stage, the Client reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities or omissions in submittals, as the best interests of the Client may require.

**A Fee Proposal will only be asked of the firms that are shortlisted for interviews.*

1.8 PROPOSAL REQUIREMENTS

Proposals must include, but are not limited to, the following items:

Part 1 – Cover Letter & Organization Information

- A. Brief cover letter expressing interest
- B. If your firm has multiple offices, please provide this information for all offices. Indicate which office is going to perform the bulk of the services for this project.

- C. Statement of available bonding capacity for this project.

Part 2 – Project Experience

- A. Present at least three CM@R or CM/GC projects completed in the last five years similar in size and complexity. Include:
 - 1) Project location
 - 2) Project size (square feet) of the project
 - 3) Project completed construction value
 - 4) Project construction start and completion date
 - 5) Method of construction
 - 6) Other relevant project information
 - 7) General Contractor Staff directly involved with the project. Identify teams
- B. Preconstruction Manager, Project Manager, Estimator and Superintendent at a minimum
 - 1) Client/Owner contact with telephone number
 - 2) Owner's Representative contact with telephone number
 - 3) Architect contact with telephone number

Part 3 – Project Team & Staff

- A. Resumes for:
 - 1) Pre-Construction Manager
 - 2) Estimator
 - 3) Project Manager
 - 4) Project Superintendent(s)
- B. Owner and other references (including telephone numbers and email), clearly identify which project and who the reference is in relation to. Please include relevant projects team members have worked on together.
- C. Describe current workload of proposed staff and overlapping project responsibilities.
- D. Provide an organization chart graphically indicating how your firm would staff and structure the proposed team (both in the field and in the office) during the Pre-Construction and Construction phases.

Part 4 – Organization & Management of the Project

- A. What makes your pre-construction services unique? What tools do you use to enhance the process? How will preconstruction services benefit the Client? Describe your approach.
- B. Describe your approach to the schedule, specifically describe what you believe will be most critical to the schedule and if you believe the construction timeline in Section 1.1 is achievable. Describe how you would propose scheduling the work to limit the impact on library & patrons.

Part 5 – Fee Proposal

- A. Please refer to "Exhibit B:CM@R Scope & Fee Matrix" for more information and detail related to scope of services items. This matrix is an outline of the project scope as defined by the Owner's Representative. Instructions for completing the matrix are provided within the matrix. Submit/note any conditions, clarifications, or exclusions concerning Scope of Services. Please submit in Xcel format with emailed proposal. **A Fee proposal is only requested of those firms that are shortlisted for interviews.**
- ❖ Insurance certificates naming the Client as additional insured will be required prior to work commencing, but not required as part of this submittal.

1.9 QUESTIONS, INQUIRIES, AND AMENDMENTS REGARDING THIS RFP

Questions and inquiries regarding the RFP should be directed to Dan Spykstra (dspykstra@wemberinc.com) and Brooke Kardos (bkardos@wemberinc.com) by the date aforementioned. The Client will issue a response to all questions by email. Questions should not be submitted to the Client, the Board or other parties, doing so will cause this candidate's removal from the RFP process.

1.10 PROPOSING FIRMS TO FULLY INFORM THEMSELVES

Proposers are required to fully inform themselves of all project conditions which may impact their proposal and the Client's requirements prior to submitting a proposal. Proposers should become acquainted with the nature and extent of the services to be undertaken and make all necessary examinations, investigations and inspections prior to submitting a proposal. Firms proposing are responsible for examining and determining for themselves the location and nature of the proposed work, the amount and character of the labor and materials required, and the difficulties which may be encountered. If requested in advance the Client will provide the Firm proposing access to the site to conduct such examinations as each Proposing Firm deems necessary for submission of a proposal. The Proposing Firm is to consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work. The Client will not consider any claims arising from failure to take such actions.

1.11 EVALUATION & SELECTION CRITERIA

The Client reserves the right to reject any or all responses to this RFP. Final selection of the short-listed CM@R candidates will be on the basis of their apparent ability to best meet the overall expectations of the Client, as determined solely by the Client.

The Client reserves the absolute right to conduct investigations as it deems necessary for the evaluation of any proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the firm responding. The purpose of such investigation is to determine that the CM@R has the ability, experience, resources and reputation necessary to perform the work and to support all warranties in accordance with the contract documents.

A. Interview Phase:

- 1) Selected firms be invited to participate in an interview with the Selection Committee. An interview invitation will be sent out following the submission of proposals. The invitation will explain the interview format. The purpose of the interview is to ensure a full understanding of the RFP responses, and to introduce key members of the CM@R Team.

❖ Note – Although the project cost is part the selection process, other factors will also be considered. Contract may not be awarded to the firm providing the lowest proposed fee.

1.12 SELECTION PROCESS

- A. The Client will review all responses to this RFP that meet requirements and are received prior to the designated closing date and time.
- B. Following interviews, the top firm's proposal, based on qualifications and fees, will be reviewed and, if necessary, negotiations will commence.
- C. If a satisfactory agreement with the proposer cannot be reached, at a price that is determined to be fair and reasonable, negotiations with that firm shall be formally terminated. Negotiations with the second-ranked proposer may then be initiated. Failing to accord with the second-ranked proposer, the Client shall formally terminate negotiations and may then undertake negotiations with the third-ranked proposer or re-issue the RFP at their discretion.
- D. The Client will have sole determination of which proposal is in the Client's best interest.

1.13 RIGHT OF REJECTION

The Client reserves the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified Proposing Firms, if such action is in the best interest of the Client. The Client has the right, in its sole and absolute discretion, to select the proposal or proposals that the Client determines best meets its needs.

1.14 MODIFICATION AND WITHDRAWAL OF PROPOSAL

- A. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals due date/time provided that they are then fully in conformance with the RFP.
- B. If, within twenty-four hours after proposals are opened, any company that provides written notice to the Client and promptly thereafter demonstrates to the reasonable satisfaction of Client that there was a material and substantial mistake in the preparation of its proposal, that company may withdraw its proposal. Thereafter, that company will be disqualified from further bidding on the Work.

1.15 PROPOSALS TO REMAIN OPEN SUBJECT TO ACCEPTANCE

All proposals shall remain open for forty-five (45) days after the day of the proposal opening, but the Client may, in its sole discretion release any proposal prior to that date.

1.16 COST OF PROPOSALS

Expenses incurred in the preparation of proposals in response to this RFP are the Proposing Firm's sole responsibility. The Client assumes no responsibility for payment of any expenses incurred by any Proposing Firm as part of the RFP process.

2.0

2.1 PROPOSAL FORM FOR CONSTRUCTION MANAGER AT RISK (CM@R)

(Please use additional sheets as necessary.)

COMPANY NAME: _____

COMPANY ADDRESS: _____

PHONE: _____ FAX: _____

CONTACT PERSON NAME: _____

CONTACT PERSON PHONE: _____

CONTACT PERSON EMAIL: _____

1. I Acknowledge that the "Sample Agreement" attached to this RFQ/P (**Exhibit D**) has been reviewed and is agreed to as shown. _____(YES/NO). Do you request amendments to the "Agreement" _____(YES/NO) Please list them if yes.
2. The undersigned Proposer declares and stipulates that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Request for Proposal and associated documents, all of which have been examined by the undersigned. _____(YES/NO)
3. The submission of the proposal constitutes an agreement and shall not be withdrawn after the proposal opening for a period of forty-five days.
4. Acknowledgment that the submitting agent carries (or will carry) a license in Weld County, Colorado _____(YES/NO)
5. The Proposer hereby acknowledges receipt of addenda numbers _____ through _____.
6. List of construction items that will be self-performed.

A		I	
B		J	
C		K	
D		L	
E		M	
F		N	
G		O	
H		P	

Signature: _____ Date: _____

*** End of Proposal Form ***

Addendum 01

Project Name: Carbon Valley & Farr Refresh
Wember Project Number: 2018.35
Issue Date: March 18, 2024
Purpose: RFP Addendum 01

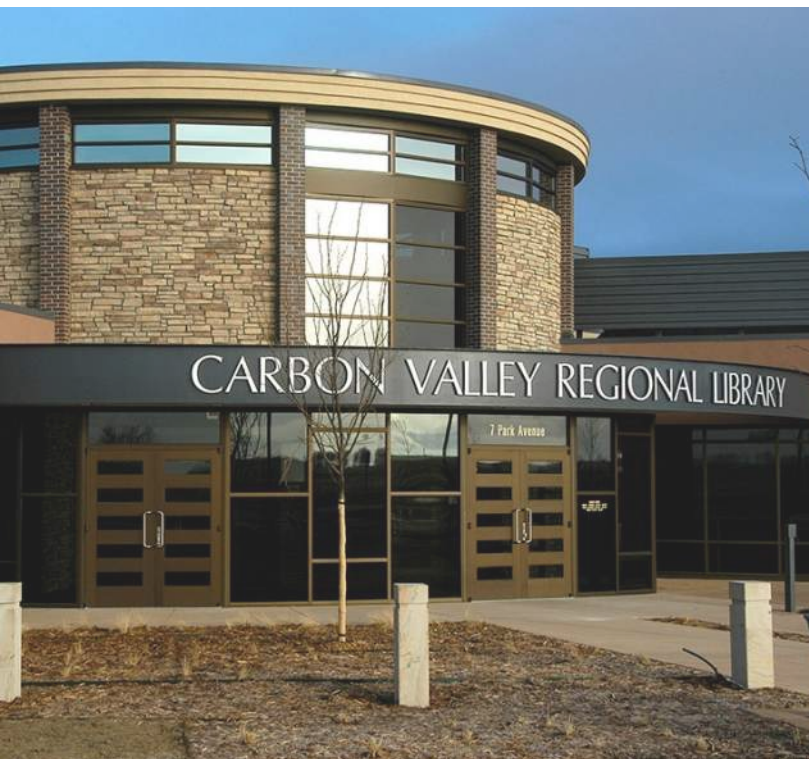
Question #1	Can you further clarify the schedule for the two projects? New dates were mentioned, specifically waiting until after the election for the Farr library and we'd like to make sure we understand your projected start dates for each library understanding that all dates are pending design, permitting, etc.
Anticipated start date would be October and we hope to phase Farr Regional Library in a way to accommodate the use of the meeting room, lobby & restrooms for the general election.	

Question #2	If possible, can you provide a sense of how much square footage may be able to be taken over at any one phase of partitioning off sections of the building for work to occur? We understand if this cannot be answered until design has progressed.
To be determined when design progresses.	

Question #3	Is there expected to be any mandated work that occurs on nights, weekends, or early mornings?
No, it is not expected to do any work outside of regular working hours.	



CARBON VALLEY REGIONAL LIBRARY FARR REGIONAL LIBRARY



CONSTRUCTION MANAGER AT RISK SERVICES RFP RESPONSE

MARCH 21, 2024

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Cover Letter and Organization Information

PART 2

Project Experience

PART 3

Project Team and Staff

PART 4

Organization and Management of the Project

PART 5

Fee Proposal

APPENDIX

Additional Information

Detailed estimate/Cost Log ahead of meetings.
Both-5 phases based on how design happens (carpet lines, etc)
Safety 1st
Power BI software
Marketing dept
(get resume for asst super)
Came with questions for us



PROPOSAL FORM

2.1 PROPOSAL FORM FOR CONSTRUCTION MANAGER AT RISK (CM@R)

(Please use additional sheets as necessary.)

COMPANY NAME: PCL Construction Services, Inc.

COMPANY ADDRESS: 2000 S. Colorado Blvd, Suite 2-500, Denver, CO 80222

PHONE: 303.365.6500 **FAX:** N/A

CONTACT PERSON NAME: Taylor Kern

CONTACT PERSON PHONE: 303.365.6500

CONTACT PERSON EMAIL: TMKern@pcl.com

1. I Acknowledge that the "Sample Agreement" attached to this RFQ/P (**Exhibit D**) has been reviewed and is agreed to as shown. No (YES/NO). Do you request amendments to the "Agreement" Yes (YES/NO) Please list them if yes. PCL would like to review our proposed minor modifications to your Sample Agreement, and we look forward to collaboratively reviewing these with you.
2. The undersigned Proposer declares and stipulates that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Request for Proposal and associated documents, all of which have been examined by the undersigned. Yes (YES/NO)
3. The submission of the proposal constitutes an agreement and shall not be withdrawn after the proposal opening for a period of forty-five days.
4. Acknowledgment that the submitting agent carries (or will carry) a license in Weld County, Colorado Yes (YES/NO)
5. The Proposer hereby acknowledges receipt of addenda numbers 1 through 1.
6. List of construction items that will be self-performed.

A	Concrete	I	
B	Rough Carpentry	J	
C	Doors and hardware	K	
D		L	
E		M	
F		N	
G		O	
H		P	

Signature:  Date: 03/21/2024

*** End of Proposal Form ***

PART 1 ▶

COVER LETTER & ORGANIZATION INFORMATION



COVER LETTER



March 21, 2024

Dear Dan and Members of the Selection Committee:

SHARING YOUR VISION. BUILDING YOUR LEGACY.

PCL is excited to introduce our credentials to your team for the Carbon Valley Regional Library and Farr Regional Library CM@R Services. We recognize the importance that these library facilities will hold for residents in Firestone and Greeley, as well as the surrounding communities. The team presented here is wholeheartedly committed to the successful execution of this project. **Our extensive knowledge and hands-on experience with similar renovations across Colorado underscore our dedication.** Our team's expertise and successful track record make us the ideal choice for High Plains Library District to deliver a timely, cost-effective, and minimally disruptive project.

PCL believes being a great building partner is more than bricks and mortar. It is sharing a vision and ensuring that vision becomes a reality. Our partnering approach, resource capabilities, and relevant experience are just a few of our key differentiators.

PARTNERING APPROACH. PCL takes immense pride in delivering exceptional pre-construction services that enhance the planning and budgeting process. We are committed to cultivating a collaborative atmosphere between PCL, High Plains Library District, Wember, and the Design Team, to offer value engineering, cost-efficiency, and time-saving alternatives. Our approach involves in-depth system analysis, creative problem-solving, and innovative solutions to present recommendations that mitigate risks, improve constructability, and establish budget predictability while upholding the design's original intent. We provide transparent, open-book documentation that facilitates cost comparisons and tracking, allowing for prompt decision-making and offering cost certainty through precise and comprehensive estimates from day one.

CLIENT SOLUTIONS PROVIDERS. Our dedicated team brings vast experience in similar scoped projects across the Denver Metro area and in Northern Colorado. We have an unwavering commitment to the ownership team, the communities that we serve, public and jobsite safety, and collaborative, transparent teamwork with the owner, project team, and all stakeholders through the entire construction duration. We will bring a thoughtful approach, accurate budgeting and cost certainty, value engineering, and we will maximize your project funds, being your partner and client solution provider through the entire life cycle of the project.

THE BEST OF BOTH WORLDS. Through PCL's Special Projects Division, our clients get the best of both worlds: the commitment, responsiveness, and lasting relationship of a local contractor, and the expertise, innovative solutions, and purchasing power of a large construction organization.

We look forward to partnering with you and working collaboratively to deliver the Carbon Valley Regional Library and Farr Regional Library projects to your standards and expectations. Please reach out if you have any questions regarding this submittal.

Sincerely,



Taylor Kern
Manager, Special Projects

FIRM ORGANIZATION INFORMATION

ABOUT PCL CONSTRUCTION

PCL founded its US operations in Colorado in 1975 and has been helping clients define the Colorado skyline for more than 48 years, with projects ranging from Fort Collins to Pueblo, and from Steamboat Springs to Burlington. Currently, PCL has over 200 full time salaried staff in pre-construction/estimating, operations, accounting, purchasing, human resources, and marketing in conjunction with our 200+ craft workers, and shared resources with our other 30 offices throughout the United States, Canada, the Caribbean, and Australia. All PCL operations in Colorado are run by our dedicated pre-construction, operations, and support staff out of our Denver and Northern Colorado offices. All PCL operations in Colorado are run out of our Denver office, located at 2000 South Colorado Boulevard and our Northern Colorado office, located at 1613 Pelican Lakes Point in Windsor, Colorado.

The Carbon Valley and Farr Library projects will be managed out of PCL's Northern Colorado office, and will be run by our dedicated pre-construction, operations, and operations support staff. PCL is an industry leader with a strong local presence in northern Colorado, the mountain range, and Denver areas, with long established relationships in both the local communities and subcontractor market.

PCL's Northern Colorado office will partner with Wember and the High Plains Library District teams to successfully manage this important project as a trusted advocate and partner. Below is a highlight of a few of our successful projects in the northern Colorado area.



PCL Denver Office

2000 S. Colorado Blvd.
Denver, CO 80222

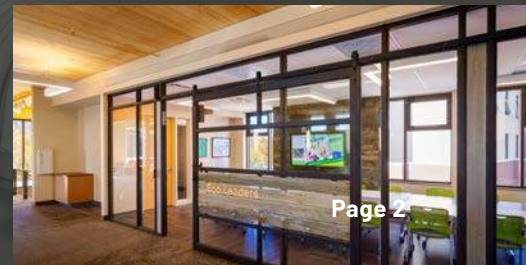
PCL Windsor Office

1613 Pelican Lakes Point
Windsor, CO 80550

SAMPLE OF PCL PROJECTS IN NORTHERN COLORADO

Many clients in Northern Colorado have entrusted PCL with constructing, renovating, and revitalizing spaces throughout the community. A sample of the projects we have successfully completed include the following:

- » Discovery Air
- » Wells Precast Headquarters and Training
- » American Legacy Academy
- » Water Valley Headquarters
- » CSU Aggie Village
- » CSU Laurel Village
- » The Ranch Pre-Construction
- » W Club Renovation
- » Raindance Maintenance Building
- » Water Valley Vaults
- » Food Safety Net Services
- » Brighton High School Auditorium Renovation
- » Tozer Elementary School Maintenance Projects



STATEMENT OF AVAILABLE BONDING CAPACITY

CHUBB[®]
 FEDERAL INSURANCE COMPANY
 PACIFIC INDEMNITY COMPANY
 VIGILANT INSURANCE COMPANY

Surety
 202B Halls Mill Road, PO Box 1650
 Whitehouse Station, NJ 08889-1650
 O + 908.903.3485
 F + 908.903.3656

July 11, 2023

RE: THE PCL GROUP OF COMPANIES

To Whom It May Concern:

We at Federal Insurance Company, a Chubb Insurance Company, as lead surety, along with Travelers Casualty and Surety Company of America, Berkshire Hathaway Specialty Insurance Company, and Liberty Mutual Insurance Company advise you that we act as co-sureties on behalf of the PCL group of companies, which includes PCL Construction Services, Inc. PCL enjoys the well-deserved reputation of being one of the foremost construction entities in North America with a record for excellence, virtually unparalleled.

As sureties, we are among the major providers of contract surety bonds across the U.S., are each licensed to transact business in all U.S. States, and are each listed in the U.S. Department of Treasury's Circular 570 as acceptable sureties. Federal Insurance Company currently have an AM Best Rating of A++ XV. Travelers Casualty and Surety Company of America currently has an AM Best Rating of A++ XV. Berkshire Hathaway Specialty Insurance Company currently has an AM Best Rating of A++ XV. Liberty Mutual Insurance Company currently has an AM Best Rating of A XV.

Surety support has been provided to PCL on projects in the range of \$2 Billion, with a total co-surety program of \$12 Billion dollars in bonded backlog (aggregate capacity). The financial and technical capacity of the PCL group of companies is excellent and all contracts undertaken by them have been performed in a very satisfactory manner. At present, PCL is in the enviable position of benefiting from one of the highest levels of surety support of any general contractor operating in North America.

We, at Federal Insurance Company, Travelers Casualty and Surety Company of America, Berkshire Hathaway Specialty Insurance Company, and Liberty Mutual Insurance Company value our association with this fine organization and have no reservation about giving PCL Construction Services, Inc. our highest recommendation. Our consideration and issuance of bonds is a matter solely between PCL and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

Very truly yours,

Federal Insurance Company
Travelers Casualty and Surety Company of America
Berkshire Hathaway Specialty Insurance Company
Liberty Mutual Insurance Company

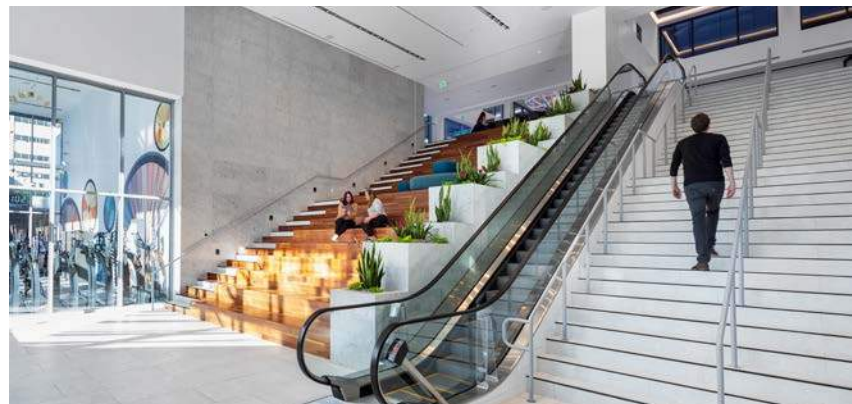
Sandra M. Winsted, Attorney-in-Fact

PART 2 ▶

PROJECT EXPERIENCE



LINCOLN CROSSING



PROJECT LOCATION: Denver, CO

PROJECT SIZE: 41,558 SF

COMPLETED CONSTRUCTION VALUE: \$13.8M

PROJECT SCHEDULE: 11/02/2020 - 12/17/2021

METHOD OF CONSTRUCTION: CM/GC

PROJECT INFORMATION: This unique renovation project extended beyond the office building footprint by 1,800 feet and raised the lobby ceilings to 30 feet, as part of this Class A rated, two-tower office property in Downtown Denver. The remodeled lobby space contains several new amenities, including a bleacher stair area with a large projection screen, storage spaces, a newly constructed plaza-level outdoor patio lounge area, a multi-function meeting space on the plaza level, a new fitness center, a bike storage area, a multipurpose room, a new pantry / kitchen area, and floor-to-ceiling glazing on one side of the lobby.

This renovation project included 27,507 SF of interior renovations, 14,051 SF of exterior facade renovations, and 10,800 SF of exterior concrete.

PROJECT TEAM: Taylor Kern, Melissa Peter

CLIENT / OWNER: Lincoln Property Company, Mickey Plotkin, 303.226.8215, mplotkin@lpc.com

ARCHITECT: Gensler, Brent Mather, 303.893.7186

PROJECT AWARD:



✓ 2022 ENR Mountain States Best Projects Award: Best in Interior / Tenant Improvement

DENVER PUBLIC SCHOOLS PROGRAM



PROJECT LOCATION: Denver, CO

PROJECT SIZE: 30,000 SF - 215,000 SF

COMPLETED CONSTRUCTION VALUE: \$1.7M - \$5.7M

PROJECT SCHEDULE: See project list below

METHOD OF CONSTRUCTION: CM@R

PROJECT INFORMATION: Our project team members have successfully completed a significant amount of new construction, additions, and renovations on active DPS school campuses/schools during the school year, including library renovations in many locations.

Listed below is a sampling of projects that PCL completed for Denver Public Schools that included a library component:

- » DPS Morey Middle School Renovation (4 months)
- » DPS Manual High School Renovation (7 months)
- » DPS Holm Elementary School Renovation (6 months)
- » DPS Lalo Delgado Campus (6 months)

PROJECT TEAM: Taylor Kern, Eric Pagano, Melissa Peter

CLIENT / OWNER: Denver Public Schools, Emma Grogan, 720.428.0902, emma_grogan@dpsk12.net

ARCHITECT: Anderson Mason Dale Architects, David Pfeifer, 303.294.9448



“It was a beautiful sight to see the school open with so many smiling faces in appreciation of the wonderful learning environment... PCL was the right choice for this very challenging project.”

— Emma Grogan, Project Manager
Denver Public Schools

UNITED AIRLINES CONCOURSE A AND B TENANT IMPROVEMENTS



PROJECT LOCATION: Denver, CO

PROJECT SIZE: Various; average 30,000 SF

COMPLETED CONSTRUCTION VALUE:

Concourse A: \$14.5M

Concourse B: \$5.5M

PROJECT SCHEDULE:

Concourse A: 08/22/2022 - 09/22/2023

Concourse B: 11/01/2021 - 11/18/2022

METHOD OF CONSTRUCTION: CM/GC

PROJECT INFORMATION: The United A West TI and B East Expansion at Denver International Airport involved tenant improvement build-outs of offices, breakrooms, conference rooms, locker rooms, storage areas, restrooms, baggage vehicle access improvements and infrastructure, and baggage handling system upgrades. PCL completed these projects and was awarded subsequent, similar scoped work for other areas of the airport, for repeat client United Airlines.

PROJECT TEAM: Taylor Kern, Cameron Johnson, Eric Pagano, Melissa Peter

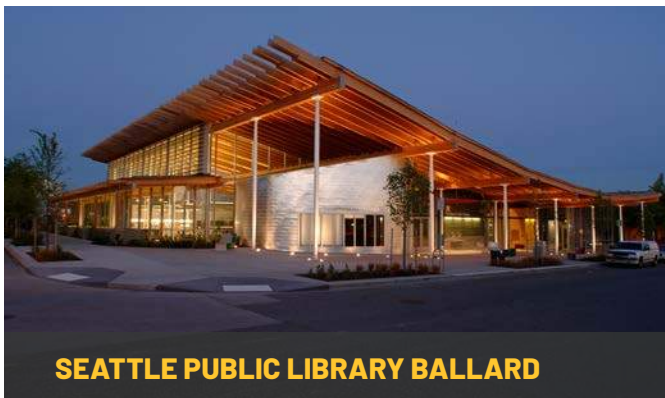
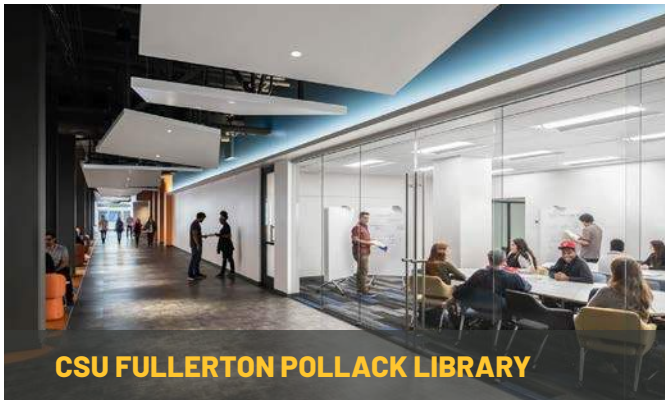
CLIENT / OWNER: United Airlines, Russell Carr, 303.210.2175, Russell.D.Carr@united.com

ARCHITECT: HNTB Corporation, John Lutz, JLutz@hntb.com



COMPANY-WIDE LIBRARY EXPERIENCE

PCL Construction has successfully completed **over 185 library projects across the company**. This deep knowledge will assist in our execution of the Carbon Valley Regional Library and Farr Regional Library renovations, with the understanding of the components and coordination necessary to delivering this project on time and on budget. Below is a sampling of our library experience.



PART 3 ▶

PROJECT TEAM AND STAFF



PROJECT TEAM QUALIFICATIONS

PCL’s project team understands the value and benefits owners receive through the CM@R delivery method. By collaborating with owners, stakeholders, and the design team early, we can provide real-time cost estimating and value-added options throughout the design phase. Through our efforts, we can ensure the final design will meet your project goals and budgetary requirements.

A project is only successful if the team building it understands the client’s vision, goals, and expectations for the project before construction begins. We are committed to providing you with the best of the best, bringing our expertise when it comes to budgeting, scheduling, and planning while being responsive and communicative throughout the life cycle of a project.

The Right Staff for your Project

PCL has assigned skilled individuals who have experience in CM/GC and CM@R delivery, working with tenant improvements, administrative spaces, and projects of similar challenges and coordination requirements. Our proposed project team was selected through careful consideration, striking a balance of bringing the right talent, experience, and personality without underestimating the project needs.

When you partner with PCL, you not only get innovative solutions, you get our fully vested team and a commitment to doing things right. Our relentless focus on success leads to smarter more collaborative building practices. PCL engages the client early with open dialogue, proactive communication, and transparency, to develop an end vision that meets or exceeds their expectations.

“I was very impressed with PCL’s professional abilities they exhibited on this project. Because of time and budget constraints, good communication, excellent management and quick follow up were absolutely essential to the project’s success. Through great teamwork, I am proud to report the project was a great success.”

— Chris Shelton, Project Manager,
University of Denver

The Team

The PCL team’s core members bring a wealth of experience in the construction industry, with Manager, Special Projects Taylor Kern, Project Manager Cameron Johnson, Superintendent Eric Pagano, Pre-Construction Manager Eric Bakanowski, and Estimator Melissa Peter, **having over 100 years of combined construction industry experience, including many renovation projects across Colorado.**

As you will see on the following pages, our proposed team brings key success factors like past experience working with tenant improvement projects, library and administrative buildings, and experience working together on past projects, all of which will help facilitate success on the Carbon Valley and Farr Regional libraries. **All team members are available upon award and are committed to the success of both library facilities.**

Proposed Project Team Organization



TEAM MEMBERS – ROLES AND QUALIFICATIONS

Our team has extensive experience in delivering renovation projects for both public and private clients, as outlined in the previous section. The table below highlights each team member’s responsibilities throughout the project’s pre-construction and construction. Taylor Kern’s oversight, combined with Eric Bakanowski’s pre-construction expertise and Cameron Johnson’s project management, ensure this team will work seamlessly to deliver your project to your expectations.

Team Member	Pre-Construction									Construction							
	Oversight	Design Reviews	Value Engineering	Constructability	Deliverables	Cost Estimating	Bid Packaging	Safety	Schedule Summit	Schedule Creation	Oversight	Project Management	Safety	Quality	Schedule Management	Field Management	Subcontractor Management
Taylor Kern	●	●			●						●	●	●	●			
Eric Bakanowski		●	●	●	●	●	●	●	●			●	●	●			●
Cameron Johnson		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●
Eric Pagano		●	●	●				●	●	●	●		●	●	●	●	●
Melissa Peter		●	●	●	●	●	●					●					●



TAYLOR KERN

MANAGER, SPECIAL PROJECTS

Taylor has worked in the construction and architecture industry for 11 years. His experience includes new construction and renovation for a multitude of clients, both municipalities and private owners, in government, hospitality, commercial, residential, sports, and mission critical sectors. His background in design provides heightened attention to detail resulting in the production of high quality projects. Taylor prides himself on his ability to organize a project while developing win-win solutions to challenges through collaboration with project owners, stakeholders, subcontractors, and his PCL teammates.

SAMPLE RELEVANT EXPERIENCE

- Judi’s House **with Eric Pagano and Melissa Peter**
- American Legacy Academy
- Aspen Mountain Residences
- Meow Wolf Lounge Tenant Improvement
- PCL USHO Tower 1 Office Renovation **with Melissa Peter**
- DEN United Airlines Concourse A West TI **with Cameron Johnson, Eric Pagano, and Melissa Peter**
- DEN United Airlines Concourse B East TI and GOTF **with Melissa Peter**
- United BHS Induction Point **with Cameron Johnson and Eric Pagano**
- Aspen Square Phase II Renovation **with Cameron Johnson**
- DEN Airfield De-Icing System Facility **with Melissa Peter**
- 633 17th Street Interior Renovation **with Eric Pagano**
- Discovery Air **with Melissa Peter**
- Mile High United Way Headquarters - Denver
- Colorado Center Floors 2, 5, & 6 TI Renovations
- Denver Parks and Recreation - Multiple projects: Central Park, McWilliams Park, Kentucky & Irving Park **with Eric Pagano and Melissa Peter**
- DPS Steele Elementary **with Cameron Johnson and Melissa Peter**
- Denver Tennis Park **with Wember**



ERIC BAKANOWSKI

PRE-CONSTRUCTION MANAGER

Eric recently joined PCL, bringing over 20 years of combined experience in commercial and residential construction. He works closely with owners / developers and representatives, project managers, project superintendents, and subcontractors in the creation and management of scheduling, estimating, cost budgeting and control, progress billings, contract administration, and performing numerous tasks to assist the project flow and final completion. Eric is excellent at providing project support to manage the back-office workflow of submittals, RFIs, ASIs, and change requests in a timely and efficient manner. He is skilled at project take-offs and cost estimating procedures and adds value to all projects.

SAMPLE RELEVANT EXPERIENCE

- Columbine United Church **with Cameron Johnson**
- Samaritan House **with Cameron Johnson**
- Douglas County HHRP Administration Building Addition
- Arapahoe County DMV & Courthouse
- City of Arvada Courthouse
- Health One Denver Heart - Swedish Medical Center Suite 200 Tenant Improvement
- Strive Pharmacy Tenant Improvement
- Littleton Mixed Use Building
- Alpha Omega Collectis Phase I Warehouse / Processing Plant Tenant Improvement
- Alpha Omega Collectis Phase II Warehouse / Processing Plant Tenant Improvement
- The Hyatt House Renovation
- Auraria Campus Arts Building Renovation
- The Goddard School
- Town of Carbondale Aquatics Center **with Wember**



MELISSA PETER

ESTIMATOR

Coming from an interior design/architectural background, Melissa has the ability to anticipate and react to design changes throughout the design and pre-construction process. She is able to provide 'real time' pricing, collaborate with design teams, connect with subcontractors, and build strong relationships and repeat clients through her conceptual estimating and strong communication skills. She has a wide range of experience working and bidding on projects in various sectors of our business, including government, higher education, municipal, aviation, residential, office, and mixed-use.

SAMPLE RELEVANT EXPERIENCE

- Judī's House **with Taylor Kern and Eric Pagano**
- DEN United Airlines Concourse A West TI **with Taylor Kern, Cameron Johnson, and Eric Pagano**
- DEN United Airlines Concourse B East TI and GOTF **with Taylor Kern**
- DEN Airfield De-Icing System Facility **with Taylor Kern**
- DEN PC Air **with Cameron Johnson**
- Discovery Air **with Taylor Kern**
- Weld RE-4 Tozer Elementary **with Taylor Kern**
- DU Fisher Early Learning Center
- DPS Stedman Elementary **with Taylor Kern**
- DPS Steele Elementary **with Taylor Kern and Cameron Johnson**
- PCL USHO Tower 1 Office Renovation **with Taylor Kern**
- 250 Columbine
- Grand Colorado Peak 8
- The Lodge at Vail Renovations
- Colorado State University Aggie Village **with Taylor Kern**
- Denver Parks and Recreation - Multiple projects: Central Park, McWilliams Park, Kentucky & Irving Park **with Taylor Kern and Eric Pagano**



CAMERON JOHNSON

PROJECT MANAGER

Cameron has worked in the construction industry for the last 12 years. His experience includes airports, hospitals, education, remodels, office spaces and buildings, and multi-family residential living. His background in all positions of a General Contractor - laborer, carpenter, engineer, superintendent, and project manager - provides a well-rounded approach to all projects. Cameron prides himself on being able to overcome all obstacles to ensure a successful project delivery for all stakeholders and foster a team approach.

SAMPLE RELEVANT EXPERIENCE

- DEN United Airlines Concourse A West TI **with Taylor Kern, Eric Pagano, and Melissa Peter**
- Aspen Square Phase II Renovation **with Taylor Kern**
- DPS Steele Elementary **with Taylor Kern and Melissa Peter**
- DEN PC Air **with Melissa Peter**
- American Airlines BMU Relocate **with Taylor Kern and Eric Pagano**
- United BHS Induction Point **with Taylor Kern and Eric Pagano**
- DEN ARFF Concourse A Tower **with Taylor Kern**
- DEN Tunnel Sewer Repairs **with Eric Pagano**
- Columbine United Church **with Eric Bakanowski**
- Samaritan House **with Eric Bakanowski**
- Colorado School of Mines Spruce Hall
- DPS Bruce Randolph High School Renovations
- DPS West High School Renovations
- Jeffco Public Schools Creighton Middle School Renovations
- Jeffco Public Schools Seacrest Elementary School Renovations



ERIC PAGANO

SUPERINTENDENT

Eric brings over 35 years of construction industry experience in Denver. He is an accomplished and results-oriented superintendent, with outstanding qualifications in fast-tracked tenant-finish building projects. Eric is experienced in prioritizing goals and working under compressed deadlines without sacrificing quality. He has successfully completed projects within tight budgets while exceeding expectations. Eric directs and coordinates project planning, organization, control, integration, and completion to ensure zero disruptions to clients and ongoing operations.

SAMPLE RELEVANT EXPERIENCE

- Judi's House **with Taylor Kern and Melissa Peter**
- DEN United Airlines Concourse A West TI **with Taylor Kern, Cameron Johnson, and Melissa Peter**
- United BHS Induction Point **with Taylor Kern and Cameron Johnson**
- DEN Tunnel Sewer Repairs **with Cameron Johnson**
- DEN Tunnel Sewer Repairs **with Cameron Johnson**
- 633 17th Street Interior Renovation **with Taylor Kern**
- DPS Thomas Jefferson MEP Upgrades **with Taylor Kern**
- Denver Parks and Recreation - Multiple projects: Central Park, McWilliams Park, Kentucky & Irving Park **with Taylor Kern and Melissa Peter**
- DPS Thomas Jefferson MEP Upgrades **with Taylor Kern**
- DEN TSA Security Office Build-out
- Level 3 Communications
- Colorado Convention Center Expansion
- US Federal Courthouse Annex Renovations
- Castle View High School Expansion

OWNER REFERENCES

1 JUDI'S HOUSE
 Jessica Mayo
 Chief Executive Officer
 720.343.8474
 JessicaM@judishouse.org

Team Members Involved. Taylor Kern, Eric Pagano, Melissa Peter

3 WATER VALLEY MULTIPLE PROJECTS
 Martin Lind, President
 Water Valley Development
 970.686.5828
 MLind@watervalley.com

Team Members Involved. Taylor Kern, Melissa Peter

2 WELD RE-4 REFRIGERATOR AND TOZER KITCHEN
 Michael McCullar
 CFO, Weld RE-4
 970.686.8015
 michael.mccullar@weldre4.org

Team Members Involved. Melissa Peter

4 AMERICAN LEGACY ACADEMY
 Julie Babcock, Chairman of the Board
 American Legacy Academy
 303.960.0496
 julie.babcock@american-legacy.com

Team Members Involved. Taylor Kern

“This project is a testament to the power that comes from good people working together to make a difference for those in need. Yes - our work with PCL exceeded all our expectations. I will forever be grateful to my partners at PCL for the collaboration, synergy, shared vision, skilled execution and most importantly the commitment of heart that led us to where we are today.”

— Jessica Mayo, CEO, Judi’s House

CURRENT WORKLOAD

Team Member	Current Projects % committed	End Date
Taylor Kern Manager, Special Projects	Department Oversight	ongoing
Eric Bakanowski Pre-Construction Manager	Supporting Denver District Pre-Construction efforts	ongoing
Melissa Peter Estimator	DEN ADS Modernization Phase II (20%) DPS Bradley and Holm MEP (10%)	August 2024 August 2024
Cameron Johnson Project Manager	DPS Steele Mechanical and Electrical (75%)	August 2024
Eric Pagano Superintendent	DPS Stedman Cooling and Elevator (50%) DPS Thomas Jefferson MEP (50%)	August 2024 August 2024

PART 4 ▶

ORGANIZATION AND MANAGEMENT OF THE PROJECT



ORGANIZATION AND MANAGEMENT OF THE PROJECT

PCL’s team understands the need of a comprehensive project management system to make a good plan. We are your partners and solution providers to ensure both project sites are completed safely, on time, within budget and with the quality level expected. PCL takes a collaborative approach to our pre-construction services to provide solutions that result in the most significant opportunity to control cost, minimize redesign, and provide schedule certainty and speed to market for our clients. Essentially we become an extension of our client, focusing on your goals and expectations to produce the best possible solutions. As your partner in the Pre-Construction Phase, we make sure the project remains within budget, that long lead items are tracked and released, schedule, phasing, and logistics are coordinated, and voluntary value engineering and maximum value is built into the drawings and the final product.

Pre-Construction Services

PCL’s Pre-Construction Suite of Services

- | | |
|---|---|
|  Design Interaction & Design Review |  Key Vendor & Trade Input |
|  Design Coordination/ Constructability Reviews |  Schedule Development |
|  Building Information Modeling (BIM) |  Site Logistics Planning |
|  Cost Savings Options/ Value Management |  Cost Estimating |
|  GMP Development & Transparency | |

During pre-construction, PCL will become an extension of the High Plains Library District team, focusing on your goals and expectations to produce the best possible solutions. As a partner, PCL will take a collaborative approach to our pre-construction services to provide solutions that result in the most significant opportunity to control costs, minimize redesign, and provide schedule certainty for the Carbon Valley and Farr Regional Libraries.

Ability to Drive the Schedule

Based upon the schedule outlined in the RFP, with the pre-construction timeframe (April 2024 through September 2024), PCL has the **unique ability** to dedicate a wide array of resources to collaborate and develop approved, efficient plans, acquire the proper permits, and pre-order and pre-plan the sequence of construction to drive the pre-construction and construction schedules. Our suite of services and in-house resources outlined in this proposal will help to facilitate our team starting construction by the targeted October 2024 timeframe, and owner occupancy in January 2025.

PCL WILL PARTNER WITH YOU TO ADD THE MOST VALUE TO YOUR PROJECT WHILE ADAPTING TO THE CHANGING NEEDS AS THE PROJECT PROGRESSES.

Maximizing the High Plains Library District Team’s Project Goals

PCL’s collaborative approach to pre-construction will provide High Plains Library District and the design team with a construction partner dedicated to providing detailed constructability reviews so we can provide potential cost and time savings while limiting impact on the design team’s vision. We will ask thought-generating questions to maximize options and offer a clear understanding of the potential challenges that need to be addressed before construction starts to maximize the project’s goals.

Design Approach

PCL will participate in a continuous collaborative effort with the team to provide constructability reviews and real time cost tracking analysis of current budget expectations at each design milestone. Secondly, PCL will provide spot check reviews between design milestones to identify and avoid and potential concerns. PCL will approach any concerns recognized during design reviews with solutions that minimize impacts on the design team’s vision. At every point, providing particular attention while conducting constructability reviews, PCL will champion the cost savings mindset, looking for avenues to save cost and protect quality.

CRITICAL ITEMS TO ADDRESS DURING PRE-CONSTRUCTION

- » Identify scope and critical path activities for design, permitting, and construction
- » Implementation and continuous oversight of the project’s Quality Control program
- » Site logistics planning and coordination to incorporate traffic control and community impact
- » Cost control through reliable reporting and tracking
- » Identify High Plains Library District and design team quality hot buttons

relationships that allow us to receive preferred pricing. For this project, our team looks to engage key trades during the early stages of design for critical material and equipment input, additionally seeking schedule input on activity durations to identify and address issues and risks prior to the start of construction.

Use of Technology During Pre-Construction

PCL uses a construction management software, PM4+, to manage and maintain communication



PM4+

between all stakeholders. PCL will use PM4+ early in the project for preconstruction RFIs and submittals. Once the project transitions to construction, PM4+ will be used to set up and maintain the project’s budget, contract documents and subcontracts, site reports, submittals, and RFIs. The platform allows us to manage workflows with the City, Studio Gang, local agencies, consultants, and subcontractors; generate meeting minutes and track open actions; monitor progress and manage risks; forecast costs; and turn over documents at the completion of the project for a smooth transition to maintenance. PM4+ unites more than a century of PCL’s best practices for cost control, change management, and document control, in a modern, secure, web-based platform..

Building Information Modeling (BIM)

PCL also proposes to use BIM 360 to manage the construction plans from inception through construction. This is also a web-based platform that will allow for design comments to be entered and tracked along with construction changes to be tracked. Since this is a live web-based program, if an RFI is entered in PM4+ it can be pinned to a plan sheet so that the craft workers in the field have the most up to date plans. This process ensures that an item of work is not constructed if there is a change that needs to occur.

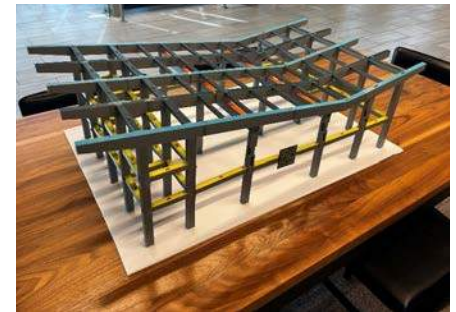
By using BIM in conjunction with PCL’s estimating, scheduling, planning, and proposed staff experience,

we ensure our pre-construction services optimize the project’s design, phasing, construction, and operation. We lead this effort, recognizing that creating an accurate model is a team exercise and should involve design team members and trade partners to produce optimal results. Our team, and any trades involved, work closely with the design team to identify constructability issues and solve them without added costs.

Additional Unique PCL Resources and Capabilities

As innovative solution providers, our teams develop and employ various techniques and approaches to add value to clients. Whether using drones to optimize the sequencing of earthwork or building 3D models for constructability reviews, technology can increase environmental protection, accelerate schedules, and decrease costs.

Sample: 3D Printing



Whether it be cost, schedule, or quality, we see virtual construction as a means of bringing enhanced value to your project. It enables project stakeholders to both visualize a project before it is complete and receive detailed as-built plans upon project completion while saving time and money in the process.

PCL’s commitment to client satisfaction drives the use of new technologies to deliver projects faster, with greater value and higher quality. Discovering new opportunities to implement the latest systems, software, and equipment requires initiative on behalf of PCL’s leadership and project.

Submitting OPCC at Required Milestones and at GMP

PCL will develop a schedule at the beginning of the project for all milestones for the Opinion of Probable Construction Costs (OPCC). Our team will work with the design team to determine the appropriate packages. The initial focus of these packages will be the enabling work, long-lead items, and phased permitting. All OPCC and Guaranteed Maximum Price (GMP) will be tracked and submitted through PM4+ and BIM 360.

PCL will use a comprehensive and transparent approach to estimating that ensures project risks are accounted for, giving the team flexibility in the level of design documents required to formally establish a GMP. The budget is continuously refined to incorporate the most current design decisions, while tracking necessary options, to offer assurance throughout the design that the budget is maintained.

“PCL continues to drive innovation in the construction industry by helping clients solve their business objectives more efficiently with passion and creativity. PCL has done an outstanding job of ensuring that projects remain on time and on budget and always deliver the highest end product. Assemble-Autodesk is always happy to partner with PCL to push and implement new technologies.”

— John Mamuscia, Assemble Systems, National Account Manager

SCHEDULE

The schedule implements and tracks the progress of the design, permitting, construction, commissioning and operating milestones to ensure the project is delivered on time. We utilize a Critical Path Method (CPM) schedule to establish a project baseline schedule, as well as capture construction sequencing and work item dependencies. PCL partners with the design team to assist in developing a design schedule that incorporates design milestones, consultant review periods, time to incorporate comments, and estimating deliverables. We also promote early involvement with the local building officials to understand the permitting and document review timelines. This partnership has proven to expedite the approval process by gaining informative guidance on lead time anticipated for permitting, inspections, and approvals.

On the following pages we have provided preliminary schedules and site logistics plans for both libraries based on the information within the RFP and our

previous success on similar projects. Upon award, PCL will immediately begin to develop a baseline schedule for the pre-construction phase, including design, permitting, and budget deliverables. Our operations staff will be involved in this process from the beginning to verify that the schedule for pre-construction and design is tracking to maintain an on-time start and finish for the construction schedule, as well as to provide planning and safety input to minimize disruptions on the day-to-day operations of the Carbon Valley and Farr Regional Libraries. Together the pre-construction and operations team will work to ensure that bid packages are released strategically to allow for adequate time to procure long-lead items while maintaining competition with subtrades thus maximizing value for the High Plains Library District. PCL is of the opinion that with proper planning and execution during the design, pre-construction, and procurement phase of the project, we can deliver this project on time and on budget.

“As an Owner’s representative, I work with a broad range of general contractors, and I can say without any doubt that working with PCL has been one of the best experiences I have had to date. Perhaps the strongest attribute of PCL is having good standards and a lot of horsepower when needed, while at the same time having the ability to be flexible and truly tailor their efforts to meet the client’s needs.”

— Conor Bancroft, Project Manager, Wember
(in support of School District 27J)

Preliminary Project Schedule - Carbon Valley Regional Library (page 1)

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025				
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Carbon Valley Regional Library						24-Jan-25, Carbon Valley Regional Library																
PRECONSTRUCTION						01-Oct-24, PRECONSTRUCTION																
A2020	Schematic Design	65	65	01-Apr-24*	01-Jul-24	Schematic Design																
A2030	Design Development	22	22	02-Jul-24	01-Aug-24	Design Development																
A2040	Construction Documents	19	19	02-Aug-24	28-Aug-24	Construction Documents																
A2050	Permitting/GMP	22	22	29-Aug-24	30-Sep-24	Permitting/GMP																
A2060	CMAward	1	1	01-Oct-24	01-Oct-24	CMAward																
PROJECT MILESTONES						24-Jan-25, PROJECT MILESTONES																
A1720	*** MOBILIZE / CONSTRUCTION START ***	0	0	02-Oct-24		*** MOBILIZE / CONSTRUCTION START ***																
A1740	*** PHASE 1 COMPLETE ***	0	0		29-Oct-24	*** PHASE 1 COMPLETE ***																
A1690	*** PHASE 2 COMPLETE ***	0	0		22-Nov-24	*** PHASE 2 COMPLETE ***																
A1710	*** PHASE 3 COMPLETE ***	0	0		19-Dec-24	*** PHASE 3 COMPLETE ***																
A2930	*** PHASE 4 COMPLETE ***	0	0		16-Jan-25	*** PHASE 4 COMPLETE ***																
A1670	*** SUBSTANTIAL COMPLETION ***	0	0		23-Jan-25	*** SUBSTANTIAL COMPLETION ***																
A1680	*** FINAL COMPLETION ***	0	0		24-Jan-25	*** FINAL COMPLETION ***																
CONSTRUCTION						24-Jan-25, CONSTRUCTION																
A1590	Mobilize to Site	1	1	02-Oct-24*	02-Oct-24	Mobilize to Site																
A1610	Demobilize From Site	1	1	24-Jan-25	24-Jan-25	Demobilize From Site																
EXTERIOR ADA Ramp						11-Oct-24, EXTERIOR ADA Ramp																
A3240	Site Prep/Clearing	3	3	03-Oct-24	07-Oct-24	Site Prep/Clearing																
A3250	Excavation/Formwork/Rebar	2	2	08-Oct-24	09-Oct-24	Excavation/Formwork/Rebar																
A3260	Concrete Placement	1	1	10-Oct-24	10-Oct-24	Concrete Placement																
A3280	Final Inspections	1	1	11-Oct-24	11-Oct-24	Final Inspections																
PHASE 1						29-Oct-24, PHASE 1																
A1270	Phase 1 - Setup temp barriers	1	1	03-Oct-24	03-Oct-24	Phase 1 - Setup temp barriers																
A1280	Phase 1 - Demo Carpet/Wall Coverings	2	2	04-Oct-24	07-Oct-24	Phase 1 - Demo Carpet/Wall Coverings																
A1360	Phase 1 - Circulation Desk Upgrades	5	5	04-Oct-24	10-Oct-24	Phase 1 - Circulation Desk Upgrades																
A1290	Phase 1 - Floor/Wall Surface Prep	2	2	08-Oct-24	09-Oct-24	Phase 1 - Floor/Wall Surface Prep																
A1300	Phase 1 - Flooring install	2	2	10-Oct-24	11-Oct-24	Phase 1 - Flooring install																
A1370	Phase 1 - Install New Door	5	5	11-Oct-24	17-Oct-24	Phase 1 - Install New Door																
A1310	Phase 1 - Paint	5	5	14-Oct-24	18-Oct-24	Phase 1 - Paint																
A1380	Phase 1 - Reconfigure Admin Offices	5	5	18-Oct-24	24-Oct-24	Phase 1 - Reconfigure Admin Offices																
A1320	Phase 1 - LED Light Upgrade	2	2	21-Oct-24	22-Oct-24	Phase 1 - LED Light Upgrade																
A1350	Phase 1 - Furniture install	2	2	23-Oct-24	24-Oct-24	Phase 1 - Furniture install																
A1330	Phase 1 - Final Clean	1	1	25-Oct-24	25-Oct-24	Phase 1 - Final Clean																
A1340	Phase 1 - Punchlist	2	2	28-Oct-24	29-Oct-24	Phase 1 - Punchlist																
PHASE 2						22-Nov-24, PHASE 2																
A2960	Phase 2 - Setup temp barriers	1	1	28-Oct-24	28-Oct-24	Phase 2 - Setup temp barriers																
A2970	Phase 2 - Demo Carpet/Wall Coverings	2	2	29-Oct-24	30-Oct-24	Phase 2 - Demo Carpet/Wall Coverings																
A2980	Phase 2 - Floor/Wall Surface Prep	2	2	31-Oct-24	01-Nov-24	Phase 2 - Floor/Wall Surface Prep																
A2990	Phase 2 - Flooring install	2	2	04-Nov-24	05-Nov-24	Phase 2 - Flooring install																
A3000	Phase 2 - Paint	5	5	06-Nov-24	13-Nov-24	Phase 2 - Paint																
A3230	Phase 2 - Maker Space Install	5	5	06-Nov-24	13-Nov-24	Phase 2 - Maker Space Install																
A3010	Phase 2 - LED Light Upgrade	2	2	14-Nov-24	15-Nov-24	Phase 2 - LED Light Upgrade																

PCL Construction
Carbon Valley Regional Library

Date Date: 01-Apr-24
Print Date: 20-Mar-24
Page 1 of 2

- Actual Work
- Remaining Level of Effort
- Critical Remaining Work
- Actual Level of Effort
- Project Baseline
- ◆ Baseline Miles...
- ◆ Milestone
- Summary



Preliminary Project Schedule - Farr Regional Library (page 1)

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2024												2025				
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Farr Regional Library						24-Jan-25, Farr Regional Library																
PRECONSTRUCTION						01-Oct-24, PRECONSTRUCTION																
A2020	Schematic Design	65	65	01-Apr-24*	01-Jul-24	Schematic Design																
A2030	Design Development	22	22	02-Jul-24	01-Aug-24	Design Development																
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A1690	*** PHASE 2 COMPLETE ***	0	0		22-Nov-24	*** PHASE 2 COMPLETE ***																
A1710	*** PHASE 3 COMPLETE ***	0	0		19-Dec-24	*** PHASE 3 COMPLETE ***																
A2930	*** PHASE 4 COMPLETE ***	0	0		16-Jan-25	*** PHASE 4 COMPLETE ***																
A1670	*** SUBSTANTIAL COMPLETION ***	0	0		23-Jan-25	*** SUBSTANTIAL COMPLETION ***																
A1680	*** FINAL COMPLETION ***	0	0		24-Jan-25	*** FINAL COMPLETION ***																
CONSTRUCTION						24-Jan-25, CONSTRUCTION																
A1590	Mobilize to Site	1	1	02-Oct-24*	02-Oct-24	Mobilize to Site																
A1610	Demobilize From Site	1	1	24-Jan-25	24-Jan-25	Demobilize From Site																
PHASE 1						29-Oct-24, PHASE 1																
A1270	Phase 1 - Setup temp barriers	1	1	03-Oct-24	03-Oct-24	Phase 1 - Setup temp barriers																
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A1290	Phase 1 - Floor/Wal Surface Prep	2	2	08-Oct-24	09-Oct-24	Phase 1 - Floor/Wal Surface Prep																
A1300	Phase 1 - Flooring install	2	2	10-Oct-24	11-Oct-24	Phase 1 - Flooring install																
A1370	Phase 1 - Install New Door	5	5	11-Oct-24	17-Oct-24	Phase 1 - Install New Door																
A1310	Phase 1 - Paint	5	5	14-Oct-24	18-Oct-24	Phase 1 - Paint																
A1380	Phase 1 - Reconfigure Admin Offices	5	5	18-Oct-24	24-Oct-24	Phase 1 - Reconfigure Admin Offices																
A1320	Phase 1 - LED Light Upgrade	2	2	21-Oct-24	22-Oct-24	Phase 1 - LED Light Upgrade																
A1350	Phase 1 - Furniture install	2	2	23-Oct-24	24-Oct-24	Phase 1 - Furniture install																
A1330	Phase 1 - Final Clean	1	1	25-Oct-24	25-Oct-24	Phase 1 - Final Clean																
A1340	Phase 1 - Punchlist	2	2	28-Oct-24	29-Oct-24	Phase 1 - Punchlist																
PHASE 2						22-Nov-24, PHASE 2																
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PHASE 3						19-Dec-24, PHASE 3																
A3040	Phase 3 - Setup temp barriers	1	1	21-Nov-24	21-Nov-24	Phase 3 - Setup temp barriers																
A3050	Phase 3 - Demo Carpet/Wall Coverings	2	2	22-Nov-24	25-Nov-24	Phase 3 - Demo Carpet/Wall Coverings																

PCL Construction
Farr Regional Library

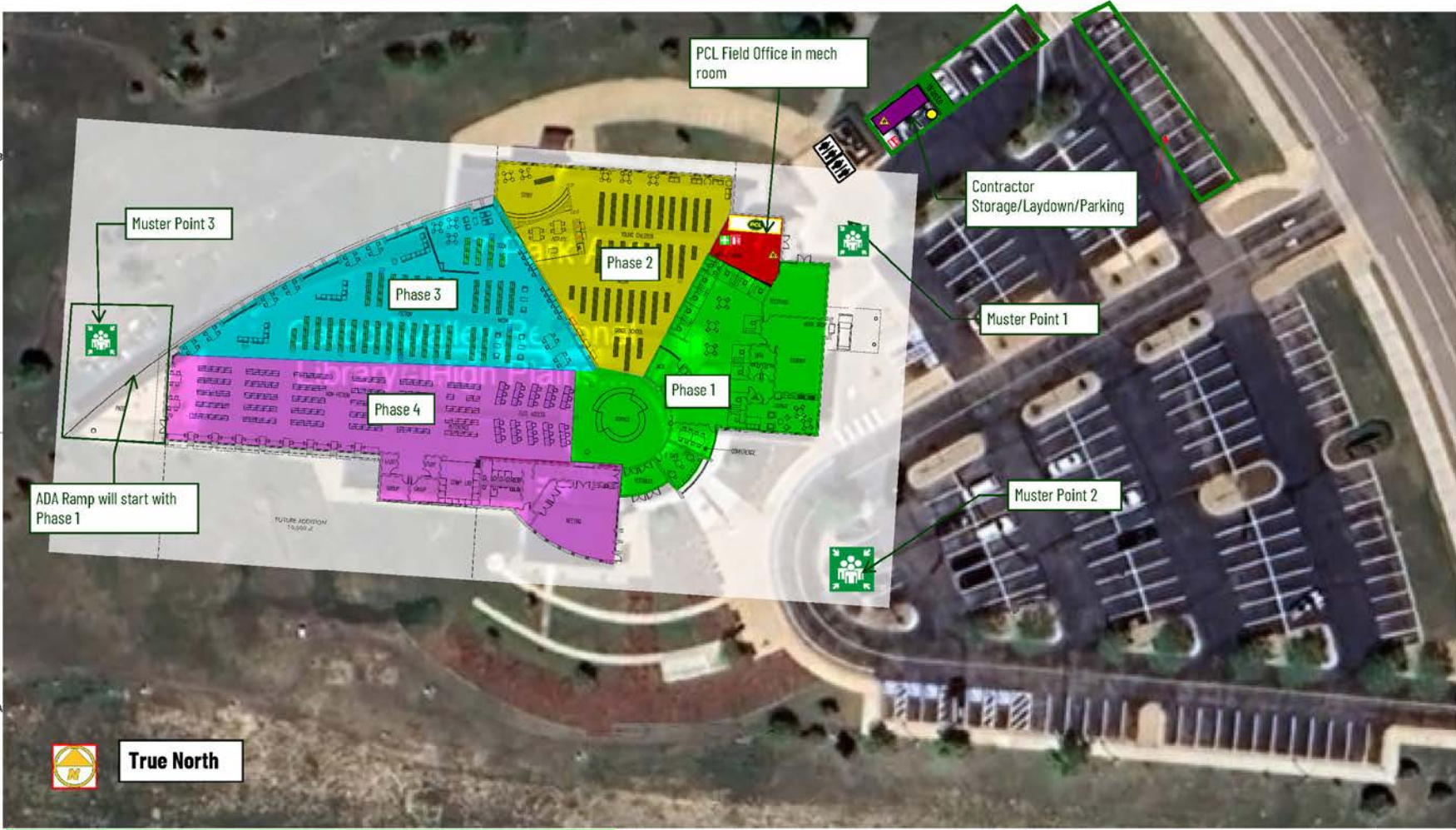
Data Date: 01-Apr-24
Print Date: 20-Mar-24
Page 1 of 2

- Actual Work
- Remaining Work
- Critical Remaining Work
- Remaining Level of Effort
- Actual Level of Effort
- Project Baseline
- ◆ Baseline Miles...
- ◆ Milestone
- ▬ Summary



Preliminary Site Logistics Plan - Carbon Valley Regional Library

Carbon Valley Regional Library - SITE LOGISTICS PLAN



CONSTRUCTION

THIS DRAWING IS FOR THE SOLE USE OF ANY PCL OPERATING COMPANY, OR ANY PCL JOINT VENTURE COMPANY. IT IS NOT TO BE USED, ALTERED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE PCL FAMILY OF COMPANIES.

KEY

- Toilets
- Spill Kit
- Dumpster
- Muster Point
- First Aid/AED
- PCL Field Office
- Flammable Storage Area
- Fire Extinguisher
- Contractor Laydown
- Storage Connex
- True North

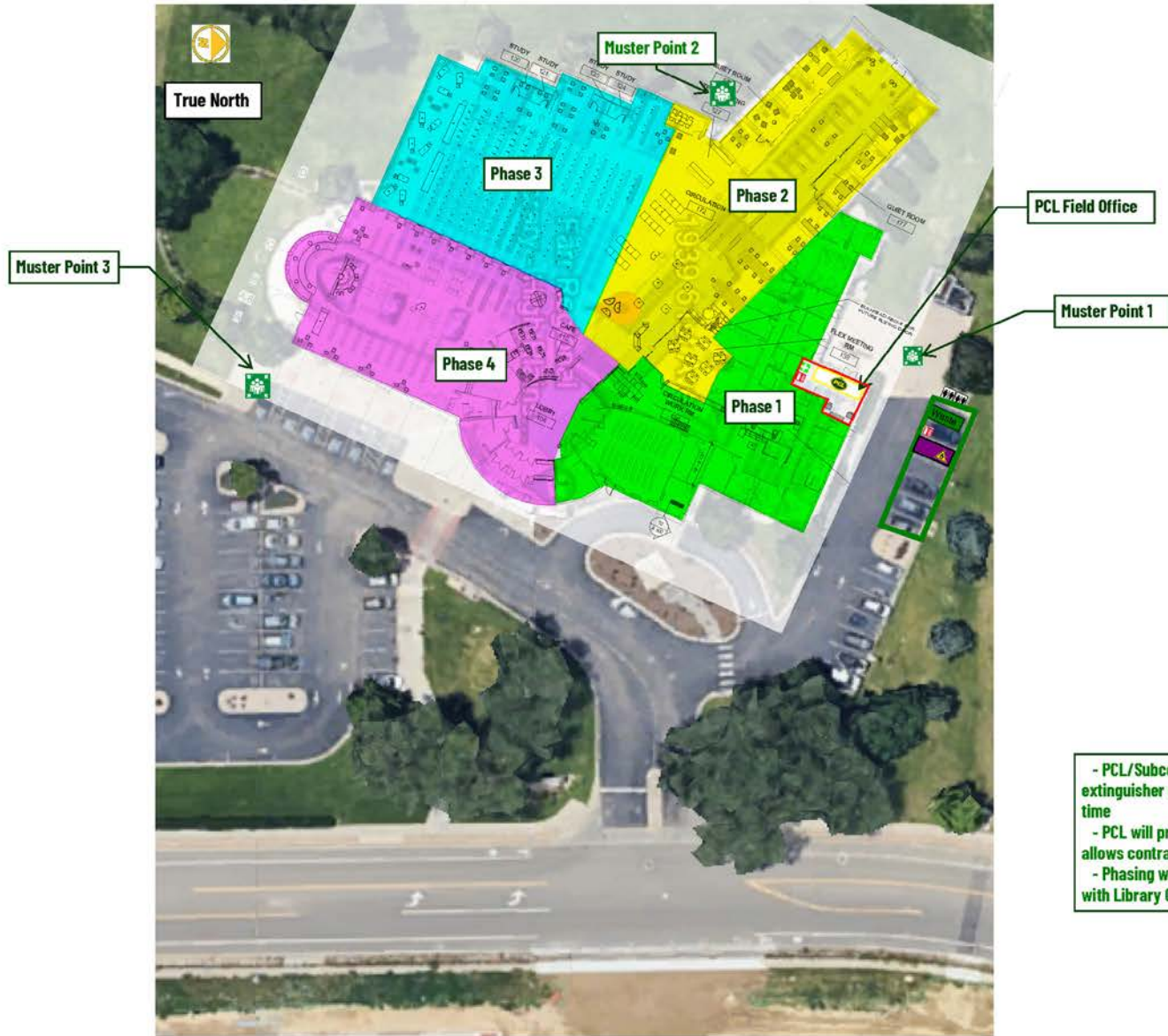
* Most project scope occurs within the office building

- PCL/Subcontractors to always have fire extinguisher at working location at any given time
- PCL will provide site toilets unless Library allows contractor use
- Phasing will be updated as coordination with Library Continues

SCALE:	NTS
DATE:	3/19/24
DESIGN BY:	SK
DRAWN BY:	SK
CHECKED BY:	

Carbon Valley Regional Library

Farr Regional Library - SITE LOGISTICS PLAN



- PCL/Subcontractors to always have fire extinguisher at working location at any given time
 - PCL will provide site toilets unless Library allows contractor use
 - Phasing will be updated as coordination with Library Continues



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- Flammable Storage Area
- Fire Extinguisher
- Contractor Laydown
- Storage Connex
- True North

SCALE:	NTS
DATE:	3/19/24
DESIGN BY:	SK
DRAWN BY:	SK
CHECKED BY:	

Farr Regional Library

PART 5 ▶

FEE PROPOSAL



FEE PROPOSAL



PCL has reviewed the CM@R Scope and Fee Matrix provided by Wember with the Request for Proposal. We are prepared to provide a completed matrix upon request as part of the next phase in the award process.

APPENDIX ▶

ADDITIONAL INFORMATION



COMMUNITY IS A PCL CORE VALUE

COMMITMENT TO COMMUNITY

PCL’s involvement within the local community has helped us build strong relationships with community organizations across Colorado. PCL’s guiding principle of social responsibility focuses our philanthropic efforts in the areas of community development, education, environment, and health. Through these efforts, our employees have been able to serve many worthy causes while striving to make a positive and lasting impression within our communities. PCL’s Denver region employees contribute more than 2,000 hours annually to our community. PCL supports more than a dozen local community organizations. Since the 1960’s, PCL has partnered with the United Way to help transform lives of those in the community and provide support to families and individuals living in poverty. Employees, together with PCL’s corporate-matched charitable contributions, raise millions of dollars for United Way and member organizations throughout North America.

PCL DENVER EMPLOYEES CONTRIBUTE MORE THAN 2,000 VOLUNTEER HOURS ANNUALLY.

“ Everything we had hoped and dreamed of in the design and construction of our building has come true because of the extraordinary partnership with PCL. We are still in awe of your ability to listen to our vision, to understand the community and its residents and to balance many stakeholders. The end result was something that exceeded all expectations and remains a source of deep pride for all of us. ”

Christine Benero, President & CEO, Mile High United Way

PCL: PART OF NORTHERN COLORADO’S QUILT

The PCL family lives, works, plays and goes to school in Northern Colorado. It is our honor to give back to our community. As an example, our team contributes to the Colorado Eagles and affiliates annual “Pot of Gold Fundraiser” The community fundraising program, centered around the St. Patrick’s Day holiday, helps change the luck of a local family in need. Since the inception of the “Pot of Gold” night, the organization has raised nearly \$400,000 for families faced with the financial hardships that come with caring for a sick child. PCL Construction is delighted to be involved in this event and donate to the “Pot of Gold” in support of the Weld County community. The PCL team also participates in NoCo Unify events and the Northern Colorado Youth for Christ Golf Tournament, among others.

In 2023, we held our first annual Cajun Classic Golf Tournament, benefiting the Windsor Booster Club. The event was a huge success and something our team, and our clients and subcontractors, will look forward to for years to come.



Colorado Eagles Pot of Gold



Colorado Youth Outdoors Maverick Event



Cajun Classic Charity Golf Tournament

PCL GIVES BACK TO LARIMER COUNTY YOUTH

PCL had the opportunity to give back to several youth that put in countless hours raising their Larimer County animals in August 2023 at the Junior Livestock Sale.





CONSTRUCTION

**CM@R SERVICES
CARBON VALLEY REGIONAL LIBRARY
FARR REGIONAL LIBRARY**

REQUEST FOR PROPOSAL

▶ **TOGETHER WE BUILD SUCCESS**

FEE PROPOSAL FORM - Farr Regional Library Refresh				
Submitting Firm:		PCL		
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. <u>COST OF WORK or BY OTHERS is not to be entered.</u> 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	\$	425,000.00	Not including design
2	Preconstruction Services Fixed Fee (Scope per RFP Part B, all Sub-Parts with "x" in Preconstruction Column below)	\$	2,145.00	Not including Design, General Conditions, Contingency, Insurance or OH&P 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	\$	-	
		\$	N/A	
		\$	N/A	SUMMARIZES UP
		\$	N/A	
5	Overhead and Profit	\$	11,475.00	2.7% Enter % of construction value
6	General Conditions (Sum calculated per RFP Part B below)	\$	36,118.00	8.5% of construction value
7	Total of Preconstruction, Additional/Optional Services, OH&P and General Conditions (2+4+5+6 above)	\$	49,738.00	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)		4.00	mos. Certificate of Occupancy to be received by date in RFP
9	General Conditions per Month	\$	9,029.50	/mo.
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)		0%	
12	Contingency Rate	\$	N/A	N/A Owner will carry contingency
13	Umbrella and General Liability Insurance Rate		1.45%	
14	Builder's Risk Insurance Rate		0.35%	
15	Performance and Payment Bond Rate		1.00%	
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	Rough Carpentry			
14b	Concrete			
14c	Doors and Hardware Installation			
14d	Framing and Drywall			
14e	Housekeeping			
14f	Erosion Control Install and Maintenance			
14g	Specialties Install			
14h	Finish Protection Install			
14i	Painting			
14j	FF&E Install			
14k	Temp Power			
14l				
14m				
14n				

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: October 7th, 2024
Type of item: Action
Subject: DSS Expansion GMP
Presented by: Dr. Matthew Horts, HPLD Executive Director
Recommendation: Staff Recommend that the Board approve the Guaranteed Maximum Price for the project

Background

In March 2024, the Board approved funding for the refresh and update of the DSS Expansion with an overall budget of \$20,000,000. Through design and development of the Guaranteed Maximum Price (GMP), the construction budget was \$13,731,118.

Considerations

- The overall budget for the project was \$20,000,000
- The construction budget for the project was \$13,731,118
- The construction budget amount includes the reduction of preconstruction fees by \$20,000. This amount was included in the original contract

Recommendation

Staff Recommend that the Board approve the Guaranteed Maximum Price for the project



BOARD OF TRUSTEES

Regular Session Agenda

Monday, November 18, 2024

5:00 p.m.

Eaton Public Library

132 Maple Avenue, Eaton, CO 80615

This is also streamed virtually by GoToMeeting.

The meeting can be viewed from your computer, tablet, or smartphone.

<https://www.mylibrary.us/hpldboardmeetings>. To view the Board meeting online, use this link and select the date of the meeting you want to join. If you have public comments, you may submit questions at the time of signing up for the meeting. All participants will be muted.

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/399313765>

If you wish to address the Board via Public Comment, please attend the meeting in person. If you are unable to attend in person, you can submit public comments to the Board prior to the Board meeting via Formstack: https://hpld.formstack.com/forms/board_questions

The High Plains Library District Board may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

1.0 OPENING OF MEETING

- 1.1 Roll Call and Pledge of Allegiance
- 1.2 Approval of Agenda
- 1.3 Approval of Consent Agenda
 - a. October 7, 2024 Regular Session Meeting Minutes
- 1.4 The Good We Do
- 1.5 Public Comment

2.0 ITEMS FOR INFORMATION/ACTION

- 2.1 Trustee Appointments (Information) - Dr. Matthew Hortt, HPLD Executive Director
- 2.2 2025 Board Meeting Calendar (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.3 Construction Updates (Information) - Dr. Matthew Hortt, HPLD Executive Director

3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director
 - a. December 9, 2024 RS
- 3.2 District Updates – Dr. Matthew Hortt, HPLD Executive Director

4.0 BOARD COMMENTS

- 4.1 Chair Report
- 4.2 Vice-Chair
- 4.3 Secretary/Treasurer
- 4.4 Committees
- 4.5 Other Board Members

5.0 ADJOURNMENT

Upcoming meetings:

December 9, 2024, 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
LINC, 801 5th Avenue, Greeley, CO 80631

Associate Director of Public Services

What's Happened in the last 30 days?

- PIC training for the Library Material Supervisors
- Grover - keys, furniture, OAC meetings, LA interviews
- Deciding on finishes and carpet for the Carbon Valley and Farr refreshes
- Security Camera Policy
- 2025 budget: staffing requests, facilities requests

What's Coming Up in the next 30 days?

- Planning for Grover continues. Construction will be complete this month, as will hiring for the two 24-hpw LA positions. Figuring out the technology/access for a 24/7 library is next.

Carbon Valley Operations

What's Happened in the last 30 days?

- Patron feedback: "LOVE, LOVE, LOVE this library! Love all that you offer and have thoroughly enjoyed the puzzle exchange! All of the staff have always been so kind and friendly as well!"
- Librarian, Bridget Parker, and Library Materials Supervisor, Stacie Speirs, greeted 526 people at the HPLD booth during The Town of Frederick's Miner's Day event on September 21.
- The interview process began for the new Career and Workforce Development Librarian.

What's Coming Up in the next 30 days?

- Children's Librarians, Amanda Pittman and Bridget Parker, will host a booth and the Pop-Up Vehicle at Firestone's Halloween Safe Night on October 25.
- New Library Associate Substitutes, Joanie Nordhausen, Natasha de Koning, and Sarah Miller will begin training in October.
- Adorable farm animals will be at the library on October 5 @ 1:00-3:00. The Two by Two Petting Zoo will be running the event!

Erie Branch Operations

What's Happened in the last 30 days?

- On September 12 we hosted My Nature Lab as 38 people explored their 5 senses.
- 24 patrons joined us for Bassoon Bedtime featuring bassoonist Sam Mackean.
- Erie staff attended the town's Hispanic Heritage Month on September 22nd and connected with 99 community members.

What's Coming Up in the next 30 days?

- We will be attending Boo on Briggs October 26, handing out candy and promoting the library at the popular event.
- Kids will get to learn all about Fat Bear Week with hands on activities on October 3rd at 4:15.
- Don't know where to start sewing? Join our beginning sewing workshop on October 16th at 5:30 and make your own throw pillow!

LINC Operations

What's Happened in the last 30 days?

- The D6 Intern party was held at LINC on August 1, 2024.
- The Ticket to Exploration Partnership continued with City of Greeley Museums, the Colorado railroad Museum, and Centennial Village.
- What's Coming Up in the next 30 days?:
- New Teen Librarian Courtney Jackson who relocated from Texas will start at LINC Library Information Center.
- YES!fest will be held on September 14th.
- The Golden Gallery Art Show Reception will be on September 18.
- Governor Polis will visit LINC on September 19.
- UNC Archives manager Jay Trask will visit LINC on September 20 to talk about various UNC resources.

Collections Operational Work

What's Happened in the last 30 days?

- Cindy Welsh worked with the Friends and Foundation to craft and post an Archives Volunteer position.
- Collection Maintenance Taskforce finalized new weeding calendar, to evaluate the collection every two years.

What's Coming Up in the next 30 days?

- Volunteers for Archives position will be interviewed and onboarded.
- Preparations for upcoming DSS remodel begin.
- New weeding calendar will be implemented.

CRM Operational Work

What's Happened in the last 30 days?

- Career Online High School Promotion
- Yesfest promo and photo capture
- CRM roles review
- Project connect assistance

What's Coming Up in the next 30 days?

- Grover signage and promotion
- Diaper drive and food drive
- Project connect promotion

Finance Operational Work

What's Happened in the last 30 days?

- CPE - continuing professional education
- GFOA WPFN mentoring program
- 2025 budget preparation
- Work with Public Trust Advisors on investment portfolio
- Met with other Colorado library finance officers September 13
- Reading and studying HB24B-1001
- Work on insurance renewal for 2025
- Met with new directors of Northern Plains Public Library and Fort Lupton Public & School Library

What's Coming Up in the next 30 days?

- CPE - continuing professional education - ColoTrust Public Funds Seminar October 8 and 10
- HPLDF&F Finance Committee meeting October 15
- Weld Library Finance Corporation introductory meeting October 16
- Flood & Peterson Annual Symposium November 1
- Staff Day 2025 planning meeting November 7
- GFOA WPFN mentoring program
- 2025 budget
- Work on SOPs
- Work with Public Trust Advisors on investment portfolio

Friends & Foundation Operational Work

What's Happened in the last 30 days?

- Provided volunteer and sponsor support at YES!fest 9/14 at LINC
- Reviewed funding requests and sent requests to F&F finance committee
- Final work on Innovation Luncheon, 10/1
- Prep for two Friends appreciation events
- Prep for end of year giving
- F&F Board Interviews

What's Coming Up in the next 30 days?

- Innovation Luncheon 10/1
- Submit Weld Trust grant application by 10/7
- Continue work on End of Year Giving
- Continue prep for two Friends Appreciation events
- Prep for 11/4 board meeting
- Work on Get Connected volunteer software

Human Resources Operational Work

What's Happened in the last 30 days?

- Total Employees- 298*
- Open Positions - 9
- Job Applications Received - 114
- New Hires -1
- Resignations -3
- Training Requests - 115

*ADP Employee Count report produced at time of submitting the Board report.

What's Coming Up in the next 30 days?

- Performance Reviews
- Interviewing Human Resource Assistant candidates

Information Technology & Innovation Operational Work

What's Happened in the last 30 days?

- Grover equipment delivery and setup
- Support Governors visit
- Johnstown meeting room equipment installation (pending delivery)
- Vending unit support - as needed
- GCC reinstall - on schedule for Sept
- ILS upgrade - on schedule for Sept
- Accessibility - next phase of online catalog and training of video transcription/CC
- Further door technology testing (video)
- Rescheduled - Farr replacement display installation
- Gaming systems next steps
- Fort Lupton AV work - on schedule for Sept
- YesFest support

What's Coming Up in the next 30 days?

- Project Connect
- Vending machine deployment support
- Alternate photo app roll out to continue
- Johnstown - circuit upgrade (pending final installation schedule)
- Johnstown meeting room equipment installation (pending delivery schedule)
- Grover - finalize installation for standard operations
- Licensing updates (multiple, reinstallations required)
- Accessibility support - Vega communication\training compilation
- Accessibility support - transcription/online videos and meetings information
- Safety - finalize alerting service configuration
- Refresh work continues, including prep for Nov Erie and Nov core network activities
- Support of projects: Mead, Admin, Farr, CVR, pending Raymer, Grover

Community Engagement & Strategies Operational Work

What's Coming Up in the next 30 days?

- The Measuring Outreach team will be submitting a revised article to the Journal of Collaborative Librarianship this month.
- Presentation on the Aims, HPLD, and UNC Libraries Collaboration. This month, Elena Rosenfeld, Annie Epperson (UNC Libraries), and Carol Satersmoen (Aims Learning Commons) will be presenting on the benefits of collaborating to the Marmot Users Group in Avon, CO.
- Strategic Plan Roll-outs: This month United Way of Weld County will be sharing their updated strategic plan. In addition, the Weld County Early Childhood Council will be completing their work on setting their strategic plan.

SERVICES

Service - Programming

What's Happened in the last 30 days?

Date	Title	Building	Actual Attendance (In Person)
9/28/2024	The Wild Robot Celebration	LINC Library Innovation Center	69
9/12/2024	Music and Movement @ LINC	LINC Library Innovation Center	67
9/25/2024	Tales for Tots Storytime	Erie Community Library	67
9/16/2024	Family Storytime	Erie Community Library	65
9/23/2024	Family Storytime	Erie Community Library	61
9/28/2024	BackStory Theatre Presents: The Elves and the Shoemaker	Erie Community Library	60
9/17/2024	Music & Movement	Erie Community Library	59
9/16/2024	Tales for Tots	LINC Library Innovation Center	58
9/9/2024	Family Storytime	Erie Community Library	57
9/24/2024	Tales for Tots	LINC Library Innovation Center	56