



# BOARD STUDY SESSION

**DATE:** April 13, 2017

**TIME:** 5:30 P.M.

**PLACE:** Administration Conference Room  
10200 W. 20<sup>th</sup> Avenue  
Lakewood, CO 80215

## Topics:

- Guest, Kurtis Behn, County Attorney's Office
  - Amendment to Bibliocommons Contract
  - Edgewater IGA Information
- Edgewater Project: Guest, Paul Wember, Owner's Representative
- Columbine Sorter Information
- Tolin Mechanical Services Information

**NEXT BOARD STUDY SESSION**



## INTERGOVERNMENTAL AGREEMENT

### BETWEEN THE CITY OF EDGEWATER AND THE JEFFERSON COUNTY PUBLIC LIBRARY CONCERNING THE CONSTRUCTION AND OPERATION OF A JEFFERSON COUNTY PUBLIC LIBRARY AT THE EDGEWATER CIVIC CENTER

**THIS AGREEMENT**, dated for reference purposes only this 2nd day of February, 2017, is made and entered into by and between the CITY OF EDGEWATER, a Colorado home-rule municipality (the "City"), and the JEFFERSON COUNTY PUBLIC LIBRARY, a Colorado body corporate and politic (the "Library").

#### WITNESSETH

**WHEREAS**, Part 2 of Article 1 of Title 29, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

**WHEREAS**, Part 2 of Article 1 of Title 29, C.R.S., authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units; and

**WHEREAS**, pursuant to C.R.S. Section 30-11-107(1) the parties are authorized to enter into agreements for the joint use and occupation of public buildings; and

**WHEREAS**, the City has identified and desires to use a certain portion of Walker Branch Park within the City of Edgewater as the location for a new civic center to be constructed to include various municipal offices, including a police department facility; a fitness center, including a gymnasium; and a public library facility; and

**WHEREAS**, pursuant to a lease agreement with the City, the Library currently leases approximately 1,600 square feet of space from the City and operates a library at 5845 W. 25<sup>th</sup> Avenue in Edgewater, Colorado (the "existing library"); and

**WHEREAS**, the Library desires: (i) to lease approximately ten thousand (10,000) square feet of space from the City within the new civic center; (ii) to construct all tenant-finish library improvements within such space at its sole cost and expense; and (iii) to operate a public library within such space as a replacement for the existing library; and

**WHEREAS**, the City desires that the Library construct and operate a public library within the new civic center and, in connection therewith, seeks assurance from the Library that it will construct any necessary tenant-finish improvements and operate a library in said space, and seeks to give assurance to the Library that the City will construct the core and shell of the space and make said space available for library purposes.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreement of the parties hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

## **I. GENERAL PROVISIONS**

A. CITY TO USE BEST EFFORTS TO DESIGN, FINANCE AND CONSTRUCT A CIVIC CENTER TO INCLUDE 10,000 SQUARE FEET OF SPACE FOR A LIBRARY. The City shall use its best efforts, at the City's sole cost and expense, to design, finance the construction of, and build a new civic center on a portion of the City's Walker Branch Park to include an area of approximately ten thousand (10,000) square feet intended for the Library's use in operating a public library. The City anticipates that its design activities will occur during the Spring of 2017, its finance activities during the Summer of 2017, and its construction activities during the Fall of 2017 and during 2018.

B. LIBRARY TO USE BEST EFFORTS TO DESIGN, FINANCE AND CONSTRUCT TENANT FINISH IMPROVEMENTS IN THE 10,000 SQUARE FEET OF SPACE TO BE PROVIDED FOR LIBRARY. The Library shall use its best efforts, at the Library's sole cost and expense, to design, finance the construction of, and construct the tenant-finish improvements of approximately ten thousand (10,000) square feet of area intended for the Library's use in operating a public library in the City's new civic center.

C. LIBRARY'S AND CITY'S DESIGN COOPERATION. The Library shall cooperate with the City in the City's design of the library space in terms of its location within the civic center, ingress and egress to and from the space, and similar matters unrelated to the design of the library's interior areas (collectively, the "general facility design"). All final decisions concerning the general facility design shall be made by the City in its sole and absolute discretion. The City shall cooperate with the Library in the Library's design of all of the interior areas of the library (collectively, the "interior facility design"). All final decisions concerning the interior facility design shall be made by the Library in its sole and absolute discretion.

D. LEASE AGREEMENT FOR LIBRARY SPACE. At such time as: (i) the design of the City's civic center allows a specific description of the area to be leased to the Library for public library purposes; and (ii) the City has obtained and approved a guaranteed maximum price for construction of the civic center, the City Council of the City shall promptly consider an ordinance approving of a Library Lease Agreement in substantially the form attached hereto as Exhibit "A," and the Board of Trustees of the Jefferson County Public Library shall promptly consider approval of the same.

E. COOPERATION IN CONSTRUCTION. At such time, if ever, that the City and the Library have taken all actions necessary for their respective approvals of the Library Lease Agreement, the City and the Library shall cooperate and take all actions necessary or desirable to coordinate their respective construction activities with the understanding and agreement that the City shall be solely responsible for the costs and expenses of construction of the core and shell of

the library facility, and the Library shall be solely responsible for the costs and expenses of construction of all tenant-finish improvements to the library space.

## **II. TERM, RENEWAL AND TERMINATION OF AGREEMENT**

A. **TERM AND RENEWAL OF AGREEMENT.** This Agreement shall be in full force and effect until each obligation of each party has been fully performed, or this Agreement is terminated pursuant to subsection B below, whichever shall first occur.

B. **TERMINATION BY WRITTEN NOTICE.** This Agreement, or any party's participation in this Agreement, may be terminated by written notice from one party to the other party. Upon and after any such termination, each party shall be fully discharged from any, all and each obligation under this Agreement, and each party shall bear solely and make no claim against the other for any costs or expenses incurred in connection with its performance of its obligations under this agreement. The provisions of this subsection B shall survive the termination of this Agreement.

## **III. COUNTERPARTS**

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument. The Agreement shall not be effective until executed by all parties.

## **IV. NO THIRD PARTY BENEFICIARIES**

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof.

## **V. NO GENERAL OBLIGATION INDEBTEDNESS; OBLIGATIONS SUBJECT TO ANNUAL APPROPRIATION**

Because this Agreement will extend beyond the current fiscal year, the parties understand and intend that the obligation of the parties to pay any costs hereunder constitutes a current expense of the parties payable exclusively from the parties' funds and shall not in any way be construed to be a general obligation indebtedness of the parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory

indebtedness. None of the parties has pledged the full faith and credit of the state, or the parties to the payment of the charges hereunder, and this Agreement shall not directly or contingently obligate the parties to apply money from, or levy or pledge any form of taxation to, the payment of any costs. Each of the parties' obligations hereunder is conditioned on the annual appropriation by each party, in its sole and absolute discretion, of funds sufficient to meet the party's obligations hereunder.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.


ATTEST:

JEFFERSON COUNTY PUBLIC LIBRARY,  
a body corporate and politic

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_


APPROVED AS TO FORM:

  
Printed Name: Kurtis Behn  
Title: Assistant County Attorney

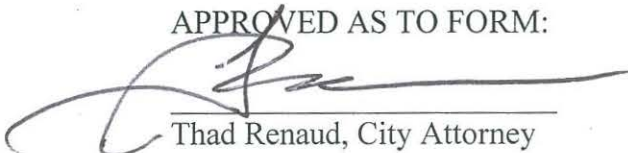
ATTEST:

CITY OF EDGEWATER, a Colorado municipal  
corporation

  
Pam Anderson, City Clerk

  
Kris Teegardin, Mayor

APPROVED AS TO FORM:

  
Thad Renaud, City Attorney

**EXHIBIT A**  
**LIBRARY LEASE AGREEMENT**

THIS LIBRARY LEASE AGREEMENT (this "Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF EDGEWATER, COLORADO, a Colorado home rule municipal corporation, with an address of 2401 Sheridan Boulevard, Edgewater, Colorado, 80214 ("Landlord") and the JEFFERSON COUNTY PUBLIC LIBRARY, a Colorado body corporate and politic, with an address of \_\_\_\_\_ ("Library" or "Tenant").

**RECITALS**

A. The City desires to have a regional branch of the Library within the City, and the Library desires the use of suitable facilities for regional branch library within the City. In consideration of the premises, the parties under this Lease, Landlord and Tenant agree as follows:

1. Premises. Landlord by this Lease leases to Tenant, and Tenant leases from Landlord that certain area within the Edgewater Civic Center located at \_\_\_\_\_, Edgewater Colorado, (hereinafter the "Premises") described as follows:

Containing approximately \_\_\_\_\_ square feet.

2. Use and Occupancy.

A. Tenant covenants and agrees:

- (i) to occupy and use the Premises for the purposes of operating a public library (and all activities incident to that use, including but not limited to use as a community or educational gathering space and a repository of assorted informational materials and public resources including computers, audio, visual, and office equipment) in accordance with this Lease and all applicable laws, ordinances, orders, rules, regulations and other governmental requirements relating to the use, condition or occupancy of the Premises, and for no other purpose;
- (ii) to use the Premises in a careful and safe manner; and
- (iii) To complete all Tenant Finish Work (as defined in Section 6.A below) and begin use of the Premises as a public library on or before \_\_\_\_\_, 2018.

3. Term, Possession and Termination. The initial term of this Lease shall commence on \_\_\_\_\_, 2018 and shall continue, unless earlier terminated in accordance with this Lease, until \_\_\_\_\_, 2038 (the "Lease Term"). Tenant's taking possession of the Premises shall be conclusive evidence against Tenant that the Premises as of the date of

taking possession were in good order and repair, excepting the need for interior finish work as described in Section 6.A. below. Tenant may terminate this Lease upon ninety (90) days' written notice to the Landlord.

4. Rent. Rent for the Lease Term shall be Twenty Dollars (\$20.00), the receipt and sufficiency of which Landlord hereby acknowledges. All payments required under this Lease shall be paid without notice, demand, setoff or deduction, in lawful money of the United States of America, at Landlord's address as set forth in the first paragraph hereof or at such other place as Landlord may from time to time designate in writing.

5. Expenses of Operating the Premises.

A. Utilities.

- (i) Landlord. Landlord shall provide the necessary mains, conduits and facilities in order that water and sewer, electricity, and natural gas service may be furnished to the Premises, provided, however, that it is understood and agreed that the City shall provide public restrooms (water and sewer facilities) for the library's use outside of the leased Premises.
- (ii) If separately metered or arranged, Tenant shall pay, prior to delinquency, all charges for utilities and similar items used on the Premises, including, but not limited to, water and sewer, electricity, natural gas, trash removal, telephone and internet charges. If separately metered, Tenant shall arrange to have all utility and similar accounts for the Premises in its name, and any deposit required to bring any utility service or similar item to the Premises shall be paid by Tenant. If water, sewer, electricity, natural gas, and/or trash removal is not separately metered or arranged for the Premises, Tenant shall pay to the City monthly upon invoice, an amount equal to 25% of the charges for such item(s) incurred by the City for the Edgewater Civic Center as a whole.

B. Maintenance, Repairs and Custodial Work.

- (i) Landlord. Landlord shall keep the foundations, exterior walls, roof, electrical, heating, cooling and water systems of the Premises in good repair, except that Landlord shall not be required to make any additions or repairs to such systems that are necessitated by Tenant's finishing of the interior of the building located on the Premises, nor any repairs which become necessary or desirable by reason of any negligent or willful act or omission of Tenant, its agents, servants, employees, invitees or licensees. Landlord shall keep all areas outside of the Premises in good repair and condition.
- (ii) Tenant. Tenant shall keep the interior of the Premises, including, but not limited to, windows, doors, plate glass, interior walls, floors, ceilings, and lighting fixtures, in good repair and condition at its sole expense and cost excluding ordinary wear and tear. Tenant shall not be required to make any repairs which become necessary or desirable by reason of any negligent or

willful act or omission of Landlord, its agents, servants, employees, invitees, licensees or other tenants. Tenant shall be solely responsible for the costs and expenses of any custodial or janitorial work necessary or desirable for the Premises and, in addition thereto, and to account for the public restrooms to be made available for the library's use, the Library shall pay to the City monthly upon invoice an amount equal to 50% of the charges for janitorial and custodial work incurred by the City for the Edgewater Civic Center as a whole.

- (iii) Other. Any necessary maintenance or repairs not contemplated by this subsection B and identified by Landlord or Tenant shall be brought to the attention of the other party for discussion of a mutually-agreed upon course of action.

C. Taxes.

- (i) Personal Property, Leasehold Estate, Etc. Tenant shall be responsible for and pay before delinquency any and all (if any) taxes and assessments levied or otherwise charged by any governmental entity on the personal property of Tenant, on Tenant's privilege of doing business, on Tenant's sales, on Tenant's leasehold estate or otherwise resulting from Tenant's conduct of operations on or at the Premises.
- (ii) Real Property. Landlord shall be responsible for and pay before delinquency any and all (if any) general and special real estate taxes, special assessments, assessments for improvements, special district or improvement district assessments, water taxes, and all other taxes, charges, rates, levies and assessments of whatever nature levied, assessed or collected by any governmental or quasi-governmental authority (whether now existing or hereafter created) upon or with respect to Landlord's ownership of the Premises, and all taxes or charges imposed in lieu of (or in lieu of any increases in) any such tax.

D. Reimbursement; Proration. If either party deems it necessary to pay any expenses described in this Section 5 as to be paid by the other party, the obligated party shall reimburse the party making payment promptly upon demand, and the obligation to pay such amount shall survive the expiration or earlier termination of this Lease.

6. Condition of Premises, Alterations and Modifications.

A. Tenant understands and agrees that the Premises is, as of the date first set forth above, completely unfinished, and not currently suitable for any use, including but not limited to use as a library. Tenant acknowledges that the interior finish work needed in the Premises includes but is not limited to a distribution system for internal electricity, water supply and wastewater drain plumbing systems. Subject to the provisions of Section 6.B. below, Tenant agrees that, prior to its occupancy

of the Premises or any part thereof as a library, Tenant shall have completed such interior improvements, alterations and changes to the Premises as may be necessary under applicable law and desirable to the Tenant for its library use (collectively, the "Tenant Finish Work"). Tenant agrees that, as a condition of this Lease, Tenant and Landlord shall agree in writing as to the exact nature of the Tenant Finish Work on or before \_\_\_\_\_, 201\_.

- B. Tenant covenants and agrees not to make any construction or renovation in and to the Premises beyond the Tenant Finish Work ("Modifications") without the prior written consent of Landlord in each instance. Changes or additions to interior carpeting, painting, window coverings, furniture, equipment and wall hangings shall not be considered construction or renovation. Unless otherwise agreed, all Modifications approved by Landlord shall be at Tenant's expense. Tenant acknowledges that Landlord's consent will be conditioned upon, at Landlord's option, among other things, Landlord's approval of plans, specifications, contractors, insurance and hours of construction. Tenant's compliance with City of Edgewater ordinances and regulations relative to the issuance of building permits shall not satisfy the requirement that written approval from Landlord be obtained before installation or construction of Modifications is begun, and the City of Edgewater hereby reserves to itself the contractual right, as Landlord, to review and evaluate Tenant's plans for all Modifications and that this reserved contractual right is in addition to, independent of, and distinct from the City of Edgewater's authority as a home rule city to review plans prior to issuance of a building permit. Landlord's consent to Tenant's Modifications shall not be unreasonably withheld, but any approval or denial shall be based on Landlord's best judgment as a landlord, not on the standards by which building permits are issued or denied.
- C. All Modifications installed by Tenant shall become and remain the property of Landlord, unless otherwise agreed in writing. All trade fixtures and equipment installed by Tenant and removable without structural injury to the building may be removed by Tenant before or at (but not after) the expiration of this Lease, and shall remain the property of the Tenant, provided that Tenant shall repair, and shall remain responsible for repairing, any damage done to the Premises in removing such trade fixtures or equipment. Tenant agrees to protect, indemnify and save harmless Landlord on account of any injury to persons or property by reason of any Modification by Tenant, and to protect, indemnify and save harmless Landlord from the payment of any claim of any kind or character on account of bills for labor or materials in connection with any Modification by Tenant.

7. Liability and Insurance.

- A. Each party shall be solely responsible for any and all claims, liability and court awards, including cost, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with this Lease.

B. At all times during the Lease Term, Tenant shall carry, at Tenant's sole expense, with insurance companies and on forms satisfactory to Landlord, "all risk" insurance (including sprinkler leakage, if applicable) covering all leasehold improvements, equipment; fixtures, appliances, furniture, furnishings and personal property from time to time installed or placed in, on or upon the Premises by or for Tenant, in an amount not less than the full replacement cost of all insured items without deduction for depreciation. Landlord shall be named as an additional insured on said policy. Any casualty or fire policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. Tenant shall maintain such coverage throughout the Lease Term. Certificates of insurance evidencing all insurance required by this Lease or, at Landlord's request, certified copies of the policies, shall be delivered to Landlord at the time the policies are obtained. Such insurance shall provide that Landlord and any other additional insured, although named as insured, shall nevertheless be entitled to recover under such policy for any loss occasioned to it, its agents or its employees, notwithstanding any act or omission of Tenant. All such policies shall provide that they may not be terminated or amended except after thirty (30) days' written notice thereof to Landlord and all other additional insureds. All such insurance shall be written as primary policy, not contributing with and not in excess of coverage that Landlord may carry.

8. Default. Each of the following events shall be an event of default (an "Event of Default") by Tenant under this Lease:

- A. Tenant shall desert, abandon or vacate the Premises or shall fail to use it as a public library as described in Section 2 for ninety (90) consecutive days;
- B. Tenant shall have failed to complete the Tenant Finish Work and/or begin its use of the Premises as a library on or before \_\_\_\_\_, 201\_; or
- C. Tenant shall have failed to meet any other of its obligations under this Lease after having been given thirty (30) days written notice of the failure and a reasonable opportunity to cure the failure.

9. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

- A. Landlord shall have the right to terminate this Lease by giving Tenant written notice at any time. No act by or on behalf of Landlord, such as entry of the Premises by Landlord to perform maintenance and repairs and efforts to relet the Premises, other than giving Tenant written notice of termination, shall terminate this Lease. If Landlord gives such notice, this Lease and the Lease Term as well as the right, title and interest of Tenant under this Lease shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenant's liability) on the date specified in such notice as if such date were the

expiration date of the Lease Term without the necessity of reentry or any other act on Landlord's part. Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Premises as set forth in Section 17. If this Lease is terminated, Tenant shall be and remain liable to Landlord for damages as hereinafter provided and Landlord shall be entitled to recover forthwith from Tenant as damages an amount equal to the total of all sums accrued and unpaid at the time of termination of the Lease.

- B. Landlord may, without demand or notice, reenter and take possession of the Premises or any part thereof, and repossess the same as part of Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for preceding breach of covenants.
- C. Landlord shall have the right to recover from Tenant the damages provided for above by suit or suits brought from time to time without Landlord being required to wait until the expiration of the Lease Term, or if this Lease is terminated, the date on which such expiration would have occurred. If Tenant shall default in making any payment required to be made by Tenant (other than payments of rent) or shall default in performing any other obligations of Tenant under this Lease, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, expend such sum as may be necessary to perform such obligation. All sums so expended by Landlord shall be repaid by Tenant to Landlord on demand. No such payment or expenditure or other action by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default. As used in this Lease, the terms "reenter," "reentry," "take possession," "repossess" and "repossession" are not restricted to their technical legal meaning.

10. Quiet Enjoyment. Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Lease Term so long as Tenant complies with the provisions of this Lease.

11. Force Majeure; Failure to Perform. Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be in default with respect to the performance of any of the terms, covenants or conditions of this Lease if such default is due to any strike; lockout; civil commotion; riot; invasion; rebellion; sabotage; governmental regulations or controls, except those imposed by the City of Edgewater; inability to obtain any material, service or financing; an act of God; or any other cause beyond the control of Landlord or Tenant; provided that such cause is not due to the willful or grossly negligent act or omission of Landlord or Tenant or their representatives, agents or employees. Further, neither Landlord nor Tenant shall be deemed to be in default in the performance of any of its obligations unless and until it has failed to perform such obligation within 30 days after written notice from Tenant specifying Landlord's failure to perform; but if the nature of Landlord's obligation is such that more than 30 days are reasonably necessary for its performance, then Landlord shall not be deemed to be in default if it shall commence such

performance within such 30-day period and thereafter diligently prosecutes the same to completion.

12. Signs. Tenant shall not place or paint any signs or other similar materials (collectively "Signage") at, on, or above the Premises, or on windows or doors of the Premises except in conformance with the provisions of Section 6 of this Lease, nor shall Tenant paint any exterior surface of the Premises without Landlord's prior approval, and Landlord shall have the right to temporarily remove any Signage in order to paint the Premises or to make any other repairs or alterations to the Premises. Subject to the provisions of this section, Tenant shall place at least one property identification sign on the Premises.

13. Relationship of Parties. Landlord and Tenant agree that nothing in this Lease shall be deemed, held or construed as creating any relationship between them other than that of Landlord and Tenant.

14. Assignment and Subletting. Tenant shall not assign, sublet, encumber or otherwise transfer its interest under this Lease without the written consent of the Landlord, which consent may not be unreasonably withheld. Except for an assignment in connection with certificate of participation financing of the civic center by Landlord, Landlord shall not assign or transfer its interest under this Lease without giving Tenant 180 days' notice.

15. Eminent Domain. If the entire Premises or so much thereof as shall render the balance untenable shall be taken by right of eminent domain or sold under threat of the exercise of such right, this Lease shall terminate as of the date the condemning authority takes physical possession. If only part of the Premises is so taken or sold and as a result thereof Landlord decides that substantial alteration or reconstruction of the Premises is desirable or Landlord decides to demolish or discontinue operating the Premises, Landlord may, at its option, terminate this Lease by written notice to Tenant given within forty-five (45) days after such taking or sale. Nothing in this paragraph shall prevent Tenant from pursuing compensation for a taking of a portion of its leasehold interest.

16. Casualty.

- A. If, during the Lease Term, the Premises shall be damaged by fire, explosion, windstorm or other casualty (a "Casualty"), Tenant shall give Landlord prompt notice in writing of the Casualty (the "Casualty Notice").
- B. If it reasonably appears to Landlord that the damage caused by the Casualty is insured and can be repaired with reasonable diligence within one year from the date of Landlord's receipt of the Casualty Notice, Landlord shall proceed promptly to repair such damage, so as to restore the Premises to its condition prior to the Casualty. If, however, the damage caused by the Casualty is not insured, or if it does not reasonably appear to Landlord that the damage can be repaired within one year from the date of the Landlord's receipt of the Casualty Notice, then this Lease shall terminate as of the date of the Casualty Notice.
- C. Landlord's election to repair, or Landlord's commencement of any repairs, shall not constitute a waiver by Landlord of any of its rights to proceed against Tenant

for damage resulting from the Casualty to the extent the Casualty is due to the negligent or willful act or omission of Tenant, its agents, servants, employees, and invitees or licensees.

17. Delivery of Premises and Holding Over.

- A. Upon the expiration or termination of this Lease, Tenant shall deliver the Premises in good repair and condition, excepting only normal wear and tear since the last required repairs. If Tenant is not then in default hereunder, Tenant may remove from the Premises any trade fixtures and moveable equipment and furniture placed therein by Tenant subject to the terms of Section 6.C. Whether or not Tenant is in default hereunder, Tenant shall remove such alterations, additions, improvements, trade fixtures, equipment and furniture as Landlord shall require, and Tenant shall fully repair any damage occasioned by such removal. If Tenant fails to remove such items requested by Landlord, such items shall conclusively be deemed to have been abandoned, and Landlord shall have the right to sell or otherwise dispose of such items without obligation to account to Tenant therefor. Tenant shall be responsible for all costs connected with such sale or disposal of such items.
- B. In the event of any unauthorized holding over, Tenant shall reimburse Landlord for all claims for damages by any person to whom Landlord may have leased all or any part of the Premises effective after the termination of this Lease. Tenant's obligations to observe and perform the covenants in this Section 17 shall survive the expiration or the termination of this Lease.

18. No Implied Surrender or Waiver. No provisions of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation.

19. Access to the Premises. Landlord, its agents and employees shall have the right to enter the Premises at all times to examine it, to have access to those areas reserved hereunder for Landlord's use, to post notices as Landlord deems necessary or desirable for the protection of Landlord or the Premises, and to make such repairs, alterations, improvements and additions to the Premises as Landlord may be required to perform under this Lease or as Landlord may deem necessary or desirable, and may for such purposes bring and keep upon the Premises all necessary materials, supplies and equipment, without the same constituting an eviction of Tenant in whole or in part or entitling Tenant to any abatement of rent or damage, by reason of loss or interruption of business, or otherwise nor shall the same affect Tenant's obligations under this Lease in any manner whatsoever. Landlord shall take all reasonable steps to coordinate such access with Tenant and notify Tenant of any planned entry to the Premises or, if prior notice is not reasonably possible, as soon thereafter as is reasonably possible. If Tenant shall not be present to open the Premises for any such entry, Landlord may gain entry by use of a master key or card, and in an emergency by any means (including breaking any doors or windows), without rendering Landlord, its agents or

employees liable therefor. In exercising its rights under this Section 19, Landlord shall attempt to minimize interference with Tenant's use and enjoyment of the Premises.

20. Notice. Key Notices” under this Lease are notices regarding any Lease renewals, default, termination, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by (A) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (B) overnight carrier service or personal delivery, when received. All other daily 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:

If to the City:           City Manager  
                                  City of Edgewater  
                                  2401 Sheridan Boulevard  
                                  Edgewater, CO 80214

If to the Library:       \_\_\_\_\_

                                  \_\_\_\_\_

                                  Golden, CO 80401  
                                  Tel: (303) 271-5000  
                                  Email: \_\_\_\_\_

With a copy to:       Jefferson County Attorney  
                                  100 Jefferson County Parkway, #5500  
                                  Golden, Colorado 80419  
                                  Tel: (303) 271-8900  
                                  E-mail: CAOContracts@jeffco.us

All Key Notices to the Library shall include a reference to the Lease and the date.

21. Estoppel Certificate. Tenant shall, from time to time, upon request from Landlord, deliver to Landlord a statement certifying as to certain facts regarding this Lease, including without limitation, that this Lease is in full force and effect, that Tenant has no defenses or offsets to this Lease and that Landlord is not in default under this Lease together with any other facts Landlord may reasonably request. Tenant's failure to deliver such certificate shall be a material default hereunder. Tenant hereby acknowledges that such certificates may be relied upon by third parties.

22. Miscellaneous.

- A. Benefits. This Lease shall bind and inure to the benefits of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.
- B. Amendments. No amendment, alteration, modification of or addition to this Lease shall be valid or binding unless expressed in writing and signed by the party or parties to be bound thereby.

- C. No Representations by Landlord; Entire Agreement. Landlord and Landlord's employees and agents have made no representations, warranties, agreements or promises with respect to the Premises except such as are expressed herein. The entire contract of the parties with respect to the Premises is contained herein, and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between them, other than as are set forth herein.
- D. Jury Trial Waiver. Landlord and Tenant hereby mutually waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any claim of injury or damage.
- E. Construction. The language in all parts of this Lease shall be in all cases construed according to its fair meaning, and not strictly for or against Landlord or Tenant. The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any of the provisions of this Lease.
- F. Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of Colorado. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.
- G. Counterparts. This Lease may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.
- H. Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Lease have been performed and that the person signing for such party has been authorized to do so.
- I. Existing Lease Termination. The parties agree that 30 days after such time as the Tenant shall begin operation of the Premises as a public library, the Amended and Restated Library Lease between the parties concerning the premises at 5845 W. 25<sup>th</sup> Avenue shall be terminated and of no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first written above.

LANDLORD:  
City of Edgewater  
A Colorado municipal corporation

By:   
Mayor, Kris Teegardin

TENANT:  
Jefferson County Public Library, a Colorado  
body corporate and politic

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_



# OWNER'S REPRESENTATIVE

## PROJECT MANAGEMENT



WEMBER

# Owner Representation

## PROJECT MANAGEMENT

Reputable. Responsive. Reliable.

Since 2003, Wember has been providing owner representative services that save clients time, money and headaches.

Our reputable project managers serve as translator, interpreter and advisor on the many decisions inherent to the process of designing and constructing buildings. We employ proven management practices and smart technology applications to coordinate the myriad of details amongst the project team, managing every phase of design, construction and post-occupancy. Wember has managed over 75 projects totaling more than \$730 million in construction value in Colorado and Wyoming.

Wember is comprised of diverse professionals that provides clients insight from our varied areas of expertise. Our staff includes licensed architects, former general contractors, and a hazmat professional. Every team member is LEED-accredited and OSHA-certified. Additionally we have been trained through the Contractor Quality Management (CQM) program. Our team members hold degrees in construction management, architecture, masters in business administration, and the like.

Wember specializes in providing Project Management for Owners. We do not perform architectural, engineering or other related services that can cause a conflict of interest or dilute our dedication to refining best practices in Owner Representation. Our industry relationships span over 20 years. We embrace a do-what-it-takes attitude to get the job done right.



- 1 Work closely with owners.**  
Conduct business from the client's office and the construction site, building respectful relationships.
- 2 Provide value through expertise.**  
Reduce the owner's time spent on the project, while keeping them informed and engaged.
- 3 Do what it takes to get the job done right.**  
Leadership and commitment paths the way to project success.

# REFINED PROJECT CONTROLS

## BUDGET & COST CONTROLS

Using detailed budgetary projection tools, a thorough expenditure inventory exercise is conducted; we review the varied line items that are common to construction projects, as well as those that go beyond the design and construction, such as land costs, legal transactions, staff time, permits, utility fees, technology and furniture (FF&E) items. We provide estimation validation services to ensure current market conditions are being considered and generate a clear understanding of comprehensive project costs.

Working with the client's accounting department, we create the trackable budget in our online project management software, Owner InSite. We serve as first line of review and approval for consultant invoices and pay requests. Encumbrances and payments are regularly reconciled against the master budget and we conduct a budget-versus-cost analysis to ensure the project goals are being met. The project team members have the ability to view the project budget in many ways:

- In the updated reports generated by Wember
- Online by project
- Online by program (multiple projects)
- Full detail versions
- Rolled up versions by header (ideal for board presentations)

In the occasion that construction bids are coming in over budget, we collaborate with the collective team to conduct value engineering. Design and construction priorities are identified and a “menu of options” is created to help devise a solution that strikes a balance between exciting design and fiscal responsibility.

“Their extreme attention to detail is outstanding, and the fabulous accounting system that helps us break costs down to a level that allows everyone to understand where our money is going.”

- Michael Murphy,  
Facilities Superintendent,  
Denver Public Library



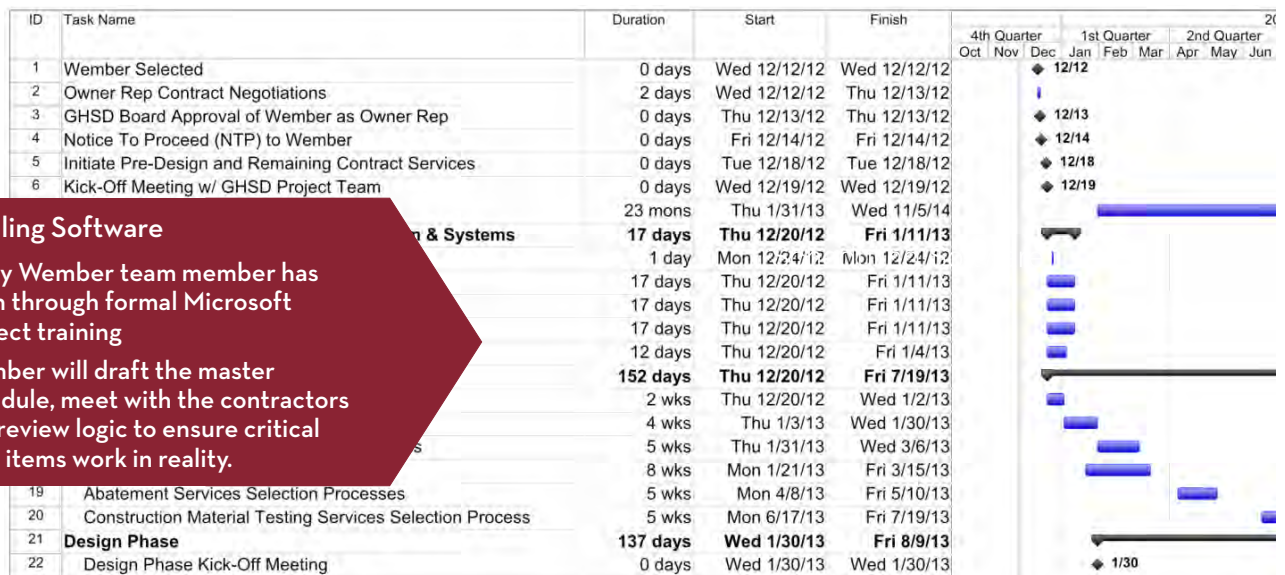
▼ A	Land & Lease Cost
A.1	Purchase of Easements
▼ B	Design & Engineering
B.1	Furniture Design Consultant
B.2	Architect-Schematic Design
B.3	Architect-Design Development
B.4	Architect-Construction Documents
B.5	Architect-Bidding/Permitting
B.6	Architect-Construction Admin
B.7	Architect-Closeout
B.8	Architect-Reimbursables
B.9	A/V Consultant
B.10	Technology Consultant
B.11	Telecom Consultant
B.12	Other Consultant Reimbursables
B.13	Architect ASR#1-Survey
B.14	Architect ASR #2-Technology
B.15	Architect ASR #3-Additional TOPO
▼ C	Owner's Requirements
C.1	Commissioning Agent
C.2	Dumpster (Move In)
C.3	Hazardous Materials Consultant
C.4	Hazardous Materials Abatement

# SCHEDULE MANAGEMENT

Building a master project schedule is a key step in setting a project up for success; by identify any potential complications early in the planning process allowance for adjustments can be made. Using Microsoft Project, we plot the schedule working from the highest goal-level down to detailed, technical issues related to coordination and sequencing. Owner-related events related to payments, owner-supplied items, and move coordination are integrated as well.



Successful schedule management is dependent upon effectively communicating the plan, particularly when adjustments are made. Once construction begins, we monitor the contractor's detailed two-week schedule against the agreed-to, overall project schedule. If an item is falling behind we address issue head-on by working with the contractor on a recovery plan.



# PROCUREMENT

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Quality control begins with the selection of a strong, capable design, contractor and consultant team. When formulating requests for proposal documents we thoroughly define each contractor's scope of work, an exercise that is paramount to avoiding a costing surprise. It is our experience that add-services and change requests are not a malicious device to extract more money, but rather the result of not clarifying scope. Using our responsibility matrix, assembled over years of lessons learned, we inventory the responsibilities and tasks performed by various trades.



Once the proposals arrive we compile the information into a matrix, call references and review fees. Next, we meet with the Owner team to lead the short-list process. During interviews we direct questions at key team members who will be working on the project in order to gain an understanding of not only the firm capabilities, but individual team members' personality in order to help vet out the best match. When the interviews are complete you can feel confident that you have selected A/E/C partners that not only have the proper skills and education but are a cultural fit as well.

## DRAWING REVIEWS

For each project Wember manages one of our four Project Managers who is a licensed architect and conducts design document reviews at key milestones checking for detail accuracy, including the coordination of various mechanical and electrical systems. This value-added service produces savings; errors caught on paper cost little when compared to corrections that must be made during construction. Accurate design documents also translate to more accurate consultant bids.

Our Project Managers regularly review the shop drawing log for completeness and identify items that require owner input, such as door hardware/keying. We load the shop drawing log into our online project management software for central location filing, allowing the team to collect comments in one place.

# PROJECT DOCUMENTATION - ISSUE RESOLUTION

Our service platform is built upon our online project management software, Owner InSite, Microsoft Project and Bluebeam. These specific technologies allow the team to stay on top of document management, quality control issues, and construction punch list completion.

Project information is the life-blood of the project and when it is not organized properly projects fail. Our team works in a transparent collaborative secure online project management platform, Owner InSite. This easy-to-use tool is designed for project management from an owner's perspective, not construction management. Information is gathered and organized in a searchable fashion and archived to you the owner in the same format upon the project completion. The software integrates tools such as Bluebeam to collaborate on project design documents and track design issues to closure.

Our online project management software allows an unlimited amount of users, to whom the Owner grants access, to obtain up-to-the-minute schedule and budget information and all project-related documents. The searchable program allows us to assign and track tasks, manage and share information, and keep contact information in one centralized location. The software's Issue Tracking tool provides a vehicle to organize dialogue and files related to a specific issue; it allows us to manage the issue until it's resolved. Users can see all outstanding project issues in one spot, review the critical files, and provide feedback and direction to resolve items as they occur. As project managers it is not in our culture to simply record items; we see them through to completion, it's what we do. When the project is complete you will receive single electronic archive of the budget, RFIs, shop drawings, operation and maintenance manuals, and other key project documents that mirrors the online project management system used during the project.

**WEMBER**

2010.08-RMDS

Accounting Design Mgmt Communications Construction Documents People

Schedule RFIs Submittals Field Reports ASIs Issues Punchlist Warranty

Create New

Search: Master Form Spec Number: Contractors: Submitted To: Status: Date: From: To: Search

UnSubmitted (0) Upcoming (0) Submitted (2) Approved (220) Revise and Resubmit (50) Rejected (12) All (284)

Spec No.	No.	Description	Initiator	Requested Date	Received Date	Submitted To	Submitted Date	Date Needed	Response Date	Status
017823	213R	RMDs_017823 01_213R - Warranty - O&M Manuals	DJ Anderson			Anderson Mason Dale Architects	1/29/2015	2/12/2015	2/6/2015	No Exceptions Taken
230593	218R	RMDs_230593.02_218R - TAB Report	DJ Anderson			Anderson Mason Dale Architects	1/29/2015	2/12/2015	2/3/2015	Exceptions as Noted
			Matt							No

## Online PM Software

- Only firm in Colorado actively using this specialized project management software
- Easy to use
- Unlimited users
- Archived at the end of the project for your indefinite use.

Owner InSite's **Issue Tracking tool** provides a vehicle to organize dialogue and files related to a specific issue providing an easy to follow format to manage issues until they are resolved. Users can see all outstanding project issues in one spot, review the critical files, and provide feedback and direction to resolve items as they occur. As project managers, it is not in our culture to simply record items; we see them through to completion—it's what we do.

The screenshot shows the 'Issues' section of the Owner InSite software. At the top, there's a navigation bar with tabs: Schedule, RFIs, Submittals, Field Reports, ASIs, **Issues**, Punchlist, and Warranty. Below the navigation bar, there's a 'Search:' section with a 'Pending Only' checkbox and several dropdown menus for 'Created By', 'Ball In Court', 'Priority', 'From', 'To', and 'Categories'. A green 'Create New' button is on the left. The main area displays a table of issues. The first issue is titled 'Cleaning Equipment' and is assigned to 'Mike'. It includes a text description: 'As I mentioned at the previous OAC meeting, we should try to target getting ...'. The 'Ball in Court' is listed as 'Mike Bailey / Morgan'. The second issue is titled '3rd Party Inspections Reports'.

Field reports, meeting minutes, RFIs, submittals and all other project documentation is stored on the system and can be quickly retrieved. Budget and schedule information is **real time**—eliminating any doubt that the information is current.

After working with multiple owner's representatives (including Wember) and their respective project management software and after conducting their own evaluation of options, Colorado School District 27J selected Owner InSite as its standard going forward.

The screenshot shows the 'Wember Field Report #6' form. At the top, there's a navigation bar with tabs: Schedule, RFIs, Submittals, Field Reports, ASIs, **Issues**, Punchlist, and Warranty. Below the navigation bar, there's a section for 'Field Report #W-006' with a status of 'Locked' and a date of '12/19/2016'. There's an 'Edit Header' button. The 'Summary' section includes a photo of a construction site and a list of details: Owner (City of Greeley), Project (2015.54-GMC-FS), Construction Representative (Dan Spykstra), Change Proposals, and a checkbox for 'Make field report private to organization:'. The 'Construction Representative's Comments' section includes a list of work in progress: CMU Masonry walls (on hold due to cold temps), Site Utilities / storm drain, Electrical underground rough-in piping, and Ground Thaw machine.

# CONSTRUCTION ADMINISTRATION

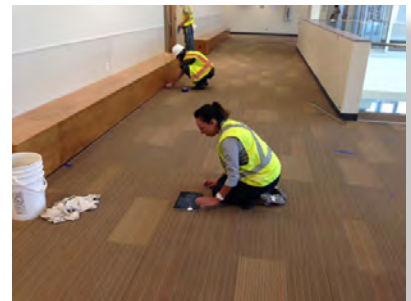
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A major goal of any construction project is assuring the safety of all involved, including the construction workers, the general public around the site, and visitors to the site. All Wember employees are hold OSHA certifications; they have received formal training for on-site safety. A well thought out site-utilization plan from the contractor is crucial. Wember works with the general contractor to review their plan and verify that it is adhered to and updated as the project takes shape. The plan should address emergency procedures, personal protective equipment (PPE) requirements, proper behavior, “job etiquette”, job site cleanliness, and the safe use of tools and equipment.

Our Project Managers conduct on-site reviews during construction providing quality assurance and correcting potentially damaging issues. Using Bluebeam technology we produce informative deficiency log and punch list reports. Our project managers walk the site, completing the punch list with the use of a tablet loaded with the Bluebeam-based punch list software. The technology provides the option to upload an image and comment to a section, then taking a photo with the tablet, making it a seamless process. The software utilizes a multi-relational database which then generates a variety of reports based on the end-users needs. This process closes issues, reduces confusion and saves time.

We typically require the contracted engineers to be on site reviewing progress and generating reports. When quality-related items are uncovered we document them and bring them to closure by maintaining a quality control log that is reviewed at weekly Owner/ Architect/Contractor (OAC) meetings. Wember will be vigilant on monitoring products that have been approved in the shop drawing phase are the products that are used and installed during construction.

Wember has brought an innovative technology to the Owners Representative field with the use of Infra-Red scanning technology. The use of mobile solid state FLIR devices brings the technology once reserved for military applications to the built environment. This technology allows our project managers to perform state of the art building envelope observations. This Infra-Red scanning technology along with our comprehensive design reviews allows us to ensure the best building envelope possible.



# COMMUNITY ENGAGEMENT

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Owners face the significant task of keeping the community informed, engaged, and excited throughout the project. Wember is skilled at leading proactive public relations campaigns that include informative and interactive presentations. We strive to create an environment that fosters confidence and trust. Appropriately-timed meetings help to gather input and address concerns. Our team has attended parades and set up information booths at local events to help disseminate information as well; whatever the need, we will engage.

During the design phase we bring our significant experience of not only leading projects, but experience a variety of styles when engaging the public. We have been purposefully observant over the years to clearly understand what works and what offends; we will work with the design team to design a plan that leads to success.

The construction phase provides many opportunities for innovative milestone celebrations and stakeholder involvement; we encourage clients to celebrate more than the standard ground-breaking event. We have managed events such as steel raising (beam signing), dry-in parties (drywall signing), setting up bleachers for viewing, regularly scheduled tours, subcontractor parties, and more. Construction is exciting and our team members are always willing and proud to show their work.

In addition to web page updates, we have concluded that a Facebook page is a perfect vehicle for passing along updates, meeting notices and progress photos to the public. We will work your communications department in preparing posts that include facts and photography along with engaging highlights. You can see a sample of one of our client's video posts and Facebook updates by visiting <https://www.facebook.com/columbinecc/>



# MEET THE TEAM

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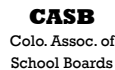
Serving as an extension of our clients' staff, we operate in a culture of mobility. Wember makes a commitment to be in your office and on-site as the project requires. Managing construction projects takes a special type of professional, one who has a knack for leadership, has a technical background and can keep the owner's best interests in mind. Working side-by-side with clients, our project managers serve as trusted colleagues, evaluating options to devise a successful plan.

## WEMBER

Reputable Responsive Reliable

*Industry leaders specializing in Owner's Representation, utilizing experience and diversity to lead projects through innovative and collaborative project management services.*

*Proud supporters of the following organizations:*



**Paul Wember, AIA, MBA**  
President

Having a technical, design-based background as an architect, combined with a Master of Business Administration, Paul Wember brings a well balanced combination of skills. His comprehensive understanding of delivering successful project management has led to repeat assignments from several clients since founding Wember in 2003. Working closely with owners, he builds trust-filled relationships. As a licensed architect, Paul will conduct reviews of the design documents thus serving as a check-and-balance that the design is responding to program goals and remains in-line with the budget.

### Education

University of Phoenix  
Masters of Business Administration, 2003

University of Nebraska at Lincoln  
Bachelor of Science in Architectural Studies, 1995



### Registrations/Certifications

Licensed Architect, State of Colorado  
2001, License No. B-3591

Occupational Safety and Health Administration  
(OSHA) 10-Hour Certification

Leadership in Energy and Environmental  
Design (LEED) Accredited Professional™

Contractor Quality Management (CQM)  
Certification



## Dan Spykstra

Project Manager

Dan Spykstra brings over twenty-five years of educational, civic, health care, commercial, multi-family and residential project management experience. Dan is a former licensed general contractor who spent seven years running his own custom building business. Prior to Wember he served as a Project Manager for Colorado's most established design / build firms. His skills include accurate and reliable cost estimating services. Dan's natural leadership ability contributes to his success in project management and has earned repeat business from multiple clients.

### Education

Colorado State University  
Bachelor of Science in Construction  
Management, 1989

### Registrations/Certifications

Occupational Safety and Health Administration  
(OSHA) 30-Hour Certification

Leadership in Energy and Environmental Design  
(LEED) Green Associate

Contractor Quality Management (CQM)  
Certification

American Society for Healthcare Engineering,  
Healthcare Construction Certified



## Quentin Rockwell

Project Manager

Quentin is team-focused and results-oriented. With over seventeen years of experience in the management of design and construction projects, he has proven successes managing all aspects of renovation, addition and new building projects, ensuring they are delivered on time, within budget, and in accordance with the design and owner requirements. In particular, he has advanced knowledge of education, civic and public projects. Quentin has managed a \$130-million school district facility improvement program as a part of an international engineering firm, and has served in a business development role at a design-build firm, helping them break into the K-12 education market by advising on strategy and best practices.

### Education

Colorado State University - Master of Science  
in Construction Management (ABT), 1996

Millersville State University, Business Law &  
Management Courses, 1992/93

University of Delaware  
Bachelor of Arts, Political Science, 1992

### Registrations/Certifications

Occupational Safety and Health Administration  
(OSHA) 30-Hour Certification

Leadership in Energy and Environmental  
Design (LEED) Green Associate

Contractor Quality Management (CQM)  
Certification

# THE TEAM

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**Matt Wilhelm, AIA**  
Project Manager

Matt Wilhelm is an innovative Project Manager with over fourteen years of industry experience encompassing all access aspects of facility design and planning, including budgeting, scheduling, entitlements, contract negotiations and site planning. During his time spent exclusively in architecture, he served as his firm's Green Committee Leader, responsible for integration of Sustainable Design & LEED within the standard methodologies. He is well-versed in building information modeling technology and digital construction administration processes.

#### Education

University of Nebraska at Lincoln  
Masters of Architecture, 2002

Bachelors in Design, 2000

#### Registrations/Certifications

Licensed Architect, State of Colorado  
2008, License No. 401518

Occupational Safety and Health Administration  
(OSHA) 10-Hour Certification

Leadership in Energy and Environmental Design  
(LEED) Accredited Professional™

Contractor Quality Management (CQM)  
Certification



**Catherine Robbins, AIA**  
Project Manager

Catherine is a project manager whose career is rooted in architecture. She has worked at a number of reputable Denver area firms serving as part of the design team, responsible for construction documents, field verification, project schedules, budgets and permitting. Her experience in these areas, along with working knowledge of Revit and AutoCAD, providing her with a sound foundation and insight to serve as an effective owner's representative. As a team leader, she has a propensity for multitasking, organization and coordination, all of which are essential to thoughtful program management.

#### Education

University of Colorado at Denver  
Master of Architecture

University of New Mexico  
Bachelor of Business Administration -  
International Business

#### Registration

Licensed Architect, State of Colorado  
2001, License No. B-3591

Occupational Safety and Health Administration  
(OSHA) 10-Hour Certification

Leadership in Energy and Environmental  
Design (LEED) Accredited Professional™



**Conor Bancroft**  
Project Manager

With a background in architecture and a master of science degree in civil engineering / construction engineering management, Conor provides clients the benefit of a multi-disciplinary perspective. He began his career in architecture serving on project teams before practicing as an environmental consultant. He is skilled at construction management, knowing the pitfalls to watch for during both design and construction. Conor knows how to devise a plan of action to lead the team moving in the right direction.

#### Education

University of Colorado, Boulder, Colorado  
Master of Science, Civil Engineering,  
Construction Engineering Management, 2008

University of Colorado, Boulder, Colorado  
Bachelor of Science, Architectural Engineering  
with Construction Management emphasis,  
2007

#### Registrations/Certifications

Colorado Department of Public Health and  
Environment (CDPHE) Air Monitoring Specialist  
Certification for Asbestos

Occupational Safety and Health Administration  
(OSHA) 10-Hour Certification

Leadership in Energy and Environmental  
Design (LEED) Green Associate

Contractor Quality Management (CQM)  
Certification



**Tom Farrens, AIA**  
Project Manager

Tom has led a successful career practicing architecture in Wyoming and Idaho for the past 14 years. He has had the opportunity to work on a diverse range of projects including residential, healthcare, commercial, educational, and historic preservation, working on projects listed on the National Register of Historic Preservation. Through these projects, Tom has worked at all levels of the design and construction phases, from pre-design, programming and code analysis to construction administration and post occupancy evaluation. Tom is creative and detail-oriented with natural leadership skills.

#### Education

University of Idaho  
Master of Architecture

University of Idaho  
Bachelor of Science - Architecture

#### Registrations / Certifications

Licensed Architect State of Wyoming, 2013, C2835

Licensed Architect State of Idaho, 2013, AR985330

Occupational Safety and Health Administration  
(OSHA) 10-Hour Certification

Contractor Quality Management (CQM)  
Certification

Leadership in Energy and Environmental Design  
(LEED) Green Associate

#### Memberships

American Institute of Architects

National Trust for Historic Preservation

Evanston Historic Preservation Commission, Chair



## Christabel Cardenas

Project Coordinator

Christabel's formal education in Construction Management and Environmental Design combined with her professional experience in law and banking, enables her contribute on many levels. She holds a solid understanding of construction documents and environment systems for buildings. She supports Project Managers with the myriad of project tasks, adding value by maintaining consistent quality related to communications and online project management information and budgets. She has an extensive skill set of architecture, graphic design and management software. She is bilingual, fluent in Spanish.

### Education

University of Colorado Boulder, Boulder, Colorado  
Bachelor Science - Environmental Design, 2009  
Colorado State University  
Continuing Education: Construction Management Certificate, 2012

Rocky Mountain School of Art and Design  
Continuing Education: Graphic Design Certificate, 2009

### Registrations / Certifications

Contractor Quality Management (CQM) Certification

Leadership in Energy and Environmental Design (LEED) Green Associate

Occupational Safety and Health Administration (OSHA) - 10-Hour Certification

### Staff certifications and registrations

	Architect	General Contractor	Contractor Quality Management	LEED	OSHA Certification	CPR Training
Paul Wember	CO-B3591 2001		x	LEED AP	10 Hour	x
Dan Spykstra		x	x	LEED GA	30 Hour	x
Matt Wilhelm	CO 401518 2008		x	LEED AP	10 Hour	x
Christabel Cardenas			x	LEED GA	10 Hour	x
Conor Bancroft			x	LEED GA	10 Hour	x
Quentin Rockwell			x	LEED GA	30 Hour	x
Catherine Robbins	CO-00404365			LEED AP	10 Hour	x
Tom Farrens	WY C2835, 2013 ID AR98533, 2013		x	LEED GA	10 Hour	x

## A FEW of our OTHER PROJECT TYPES

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### RODOLFO "CORKY" GONZALES LIBRARY

Denver, Colorado

\$6.8 M 28,000 sf 2015

The Rodolfo Gonzales Library is Denver Public Library's newest facility. Located along west Denver's FasTrack's light rail corridor and West Colfax Avenue, the library serves the existing West Colfax neighborhood, as well as a new transit-oriented, workforce housing and commercial retail development. The facility will embrace the history of this unique and diverse area, while focusing on the future with a modern service model, sustainable features, and new technologies.



### SAM GARY LIBRARY

Denver, Colorado

\$6 M 28,000 sf 2012

The Sam Gary Library is located in the Town Center of the vibrant Stapleton redevelopment community. Using the moniker of "modern Carnegie," the ownership and design team developed an elegant, contemporary building that greatly enhances this growing community. On the inside, the building features a generous and functional lobby, a large community room, open and flexible shelving areas, and a fireplace in the adult non-fiction area. Outside seat boulders, art, benches and landscaping features provide places for the Library customers and the community alike to enjoy.



### GREEN VALLEY RANCH LIBRARY

Denver, Colorado

\$4.7 M 26,000 sf 2011

The Green Valley Ranch Library has an open, highly-flexible design is flooded with soothing natural light. It focuses on maximum use of space to allow staff for more efficient interaction with customers. The interior is designed around four wings and discovery pods are located throughout the space to promote shared learning. A unique "outdoor library" gives patrons an inviting area to use for quiet reading, socializing, play, and programmed events. .



## ANYTHINK WRIGHT FARMS

Thornton, Colorado

\$9.3 M CM@R 45,000 sf



Anythink Wright Farms is the flagship library of the Rangeview Library District's Anythink™ and houses the District's administrative offices. The design incorporates a one-acre adjacent park and includes outdoor seating, reading nooks, and a children's play area and there is a dedicated space for large public performances and community gatherings. The interior includes a computer lab and cyber café. Sustainable elements of this LEED Silver certified building include daylighting, light pollution reduction, water use reduction, and the use of recycled materials.



## ANYTHINK HURON STREET

Thornton

\$5.75 M CM@R 25,000 sf

The facility is a 25,000-square-foot regional library that serves the residents of Northglenn, Thornton, and Federal Heights. This LEED Silver certified facility maximizes the opportunities of the site by providing views of open space, natural day lighting, and a connection to a local trail system as well as the adjacent park.



## RIVERSIDE LIBRARY AND CULTURAL CENTER

Evans, Colorado

\$10 M CM@R 31,000 sf

The Riverside Library and Cultural Center is the result of a joint effort between the High Plains Library District and the City of Evans. The facility offers patrons a community library, significant meeting and conference spaces, offices, a coffee shop / Internet café, and an Evans Police substation. The new center serves as the community's gathering place, with a vibrant level of activity throughout the day and evenings. During the shop drawing process, Wember developed the new district standard for the mobile children's book bin and coordinated the collaboration of the casework with the manufacturer, the design architect, the interior designer and the library district.



## FORT MORGAN MIDDLE SCHOOL

Fort Morgan, Colorado

\$30.3 M CM@R 114,632 sf

Morgan County School District replaced its 88-year-old Middle School, which had become increasingly overcrowded and inadequate for instruction. The new facility was built on an undeveloped piece of property that was annexed into the City of Fort Morgan. The project is designed and constructed in compliance of the Colorado Department of Education guidelines and standards, and high performance building standards. The facility is awaiting to complete the desired goal of achieving a Gold designation from the Leadership in Energy and Environmental Design.



## GENOA-HUGO PK-12 SCHOOL RENOVATION AND ADDITION

Hugo, Colorado

\$13.1 M CM@R 62,651 sf



The modernization and addition to this existing facility was a sophisticated undertaking. Major structural issues added a layer of complication, calling for much of the work to be carefully completed while school was in session. Highly detailed plans were continuously evolving as the project progressed. An inspired commons space, used as the cafeteria and for celebrations, provides a sense of place and pride. Enhancements to the existing building's envelope created a unified visual appearance and site modifications improved traffic flow and parking. Upgrades were also made to the mechanical system, security and access control, and to the kitchen and shop areas.



## DENVER CHILDREN'S MUSEUM RENOVATION & ADDITION

Denver, Colorado

\$8 M CM@R 43,000 sf

This beloved cultural institution received a significant renovation resulting in a new state-of-the-art experience for children to learn about energy, water and health. The project included the creating teaching and meeting spaces; adding a three-story, 40-foot-tall climbing structure; expanding parking; and improving the building entry. The Outdoor Experience, which opened earlier in the year, offers visitors a variety of Colorado experiences, such as caves, castle ruins, a sand dune, zip lines and a canyon water feature.



## COLORADO STATE UNIVERSITY PUEBLO OCCHIATO UNIVERSITY CENTER ADDITION & RENOVATION

Pueblo, Colorado

\$28.9 M CM@R 25,000 sf addition 106,000 sf renovation

The Occhiato University Center is receiving a much needed functionality and aesthetic makeover. Built in 1974, the center has had little to no updates since it opened. Issues with building systems, like rusted out vent pipes, plagued the facility, and there was very little space for students to convene. The dynamic entrance space welcomes guests to improved study lounges, conference rooms and the grand ballroom, among many other amenities and services. The tired, traditional cafeteria is being transformed into a modern dining experience with micro-restaurants. Special thought was given to the spacial programming to separate student-use and public spaces. The renovation requires sophisticated construction scheduling to ensure the facility remains open as it is the dining center for the entire campus. The project has a goal of achieving LEED Gold certification.



## CITY OF GREELEY CITY CENTER

Greeley, Colorado

\$17 M CM@R 40,600 sf Phase I

The City of Greeley is undergoing a major revitalization that includes the creation of the much anticipated Greeley City Center. To consolidate the city's 800 employees scattered throughout five separate buildings, the City is constructing a new municipal campus with the Greeley City Center serving as the anchor. The Center will house all administrative and city council offices including the City Courts and City Council Chambers, Central Records and the Water and Sewer Department. Phase one of two is being financed through the use of certificates of participation, a debt tool that doesn't require a popular vote. The design guidelines of the City Center call for informal and formal meeting spaces with movable walls allowing for flexibility to re-configure work spaces as needed



## COLUMBINE COUNTRY CLUB NEW CLUBHOUSE AND FACILITIES RENOVATION

Littleton, Colorado

\$16 M CM@R 51,000 sf clubhouse

Established in 1955, the Columbine Country Club is undergoing a major renovation. The current clubhouse is being demolished and replaced with a new 45,000-square-foot, 3-level facility that will offer patrons and guests multiple dining venues, expansive patios and an improved fitness center. Renovations to the Club's pool and tennis facilities were undertaken, including, the renovation of the existing facility's kitchen and locker rooms, a new dining pavilion, expanded outdoor dining and leisure space, a new tennis pergola, and two new pool-side pergolas.



## DOUGLAS COUNTY DETENTION CENTER MEDICAL EXPANSION AND FACILITY RENOVATION

Castle Rock, Colorado

\$ 30 m      Design / Build      175,599 sf

The Robert A. Christensen Justice Center, built in 1998, services the Courts, District Attorney, Probation, Coroner, and Sheriff custody / non-custody functions. The jail has six housing pods with 464 beds. The project included three major elements: (1) two-level parking structure to provide secure parking for County vehicles and courthouse personnel (2) a new medical facility pod and (3) renovation of some of the existing facilities, including booking and ADA cells, and showers in the existing pods. A new entry was also built. The facility remained occupied during the phased work. Highly detailed and well-thought-through coordinator plan was assembled to ensure proper safety of all involved, while enabling staff to carry out their responsibilities.



## REGIONAL JOINT CRIME LAB

Castle Rock, Colorado

\$ 14 M      Design / Build      31,000 SF

The Douglas County Sheriff's Office, Arapahoe County Sheriff's Office, and the City of Aurora Police Department are creating a full forensic Regional Crime Laboratory (RCL) that will provide timely, expert, and professional examination of evidentiary materials to aid in the investigation, prosecution and/or exclusion of criminal offenses by utilizing sophisticated scientific equipment and proven techniques, including DNA analysis. Wember is working with the three Counties and a variety of teams in support of a highly complicated IGA that allowed this project to move forward through a complex approval process.



## BRECKENRIDGE SECOND WATER PLANT

Breckenridge, Colorado

\$ 30 M      CM@R

Wember was retained by the Town of Breckenridge to manage the design and construction of a new, second water plant and associated infrastructure. The second plant is needed in times of extreme drought; having a second water intake located in a different location provides some buffering from the effects of a wildfire. It also provides an opportunity to serve water to the existing development in the upper Blue River Basin, if those opportunities arise. Wember is managing this project with strategic partner, Cliff Engineering.

# 7 Reasons to Hire Wember \_\_\_\_\_ as Your Owner's Representative

## 1 Reduce Headaches

Owners already have a full-time job; adding the management of a construction project can result in being over-burdened. Without experience in the architecture and construction industry, Owners can find themselves frustrated in conversations filled with industry lingo, discussing somewhat foreign topics. Our Project Managers reduce headaches by serving as translator, interpreter and advisor on the many decisions they face. While an Owner's Representative does not replace the Owner, we do the heavy lifting, keeping Owners engaged and informed without being overwhelmed.



## 2 Access to Refined Project Controls

Do not spend time recreating wheels...many, complex wheels. As specialists in Project Management, we have spent that last 12 years refining best practices and project controls. Clients benefit from our dialed-in report templates, RFI and change order protocol, turn-key public relations program and customized project management software. We are committed to continuously improving Owner Representative services.



## 3 Decrease Financial Risk

Our years of lessons-learned have resulted in effective budgeting methodology that helps us produce accurate budgets. We guide Owners through an expenditure inventory exercise using our robust, proprietary Budget Matrix. Once design begins, you gain peace-of-mind knowing you have an extra set of trained eyes reviewing drawings, specifications, and the like. We catch errors on paper before they become a cumbersome expense. During construction, we are your boots-on-the-ground, checking work quality and timeliness.



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## 4

### Shortcut the Technology Puzzle

Attempting to manage a construction project without proven project management software would be like driving a skid-steer blindfolded. Working with our software provider, we have developed an efficient, online system for organizing and tracking the exchange of project information, such as real-time budget data and upcoming meeting details. Cost-free, online communication tools allow us to review drawings and documents through a shared-screen process. These virtual meetings dramatically reduce communication errors that can occur without visual aid and reduce costs associated with in-person meeting coordination.

## 5

### Stay on Schedule!

Building a master schedule and managing it from start to finish, is a skill in and of itself. Our schedules are fluid, adjusting as items change and shift. We use Microsoft Project to plot the schedule, working from the highest goal-level down to detailed, technical issues. Starting with our master schedule template we review and incorporate critical-path items and deliverables from all team members. Once construction begins, we monitor the contractor's detailed two-week schedule against the agreed-to, overall project schedule. If an item is falling behind we address the issue head-on by working with the contractor on a recovery plan.

## 6

### Procurement Support

Thoroughly defining each contractor's scope of work is paramount to avoiding a costing surprise. During the process of writing the requests for proposals we refer to our Responsibility Matrix to delegate tasks to the appropriate contractor. Our clearly-written RFPs help vet out the best fit. Once proposals are received, we assess fees along with the experience of the team to help determine the value of each. When reviewing fees, our estimate validation services ensure current market conditions are being considered.

## 7

### Diverse Expertise

Our staff of nine has built their careers in communities from Pueblo to Laramie and from Basalt to Greeley. We have industry relationships spanning over 20 years. Our Project Managers consist of licensed architects, former general contractors and a HazMat professional, the majority of whom hold LEED, OSHA and Contractor Quality Management certifications. They support each other through their collective knowledge and areas of expertise. There are no outside investors with bottom-line-driven mandates to limit us. We embrace a do-what-it-takes attitude to get the job done right!

**administration**

10200 W. 20th Ave.  
Lakewood, CO 80215  
303.235.5275

[jeffcolibrary.org](http://jeffcolibrary.org)



To: Pam Nissler, Executive Director  
From: Pat Klein, Director of Information Technology  
Date: April 13, 2017  
Re: Columbine Sorter RFP and Vendor Selection

As you may recall, we briefed the Board on January 19<sup>th</sup> that the Columbine remodel will need to include a replacement book sorter. Since the provider of our current system could no longer provide the additional parts that are needed for the existing Columbine sorter, we are forced to replace the sorter. The RFP process has been completed for the replacement sorter. JCPL staff will be dismantling the old sorter and saving those parts to be used for the other sorters in the system.

Three vendors submitted proposals: Bibliotheca, PV-Supa and Tech-Logic. Bibliotheca's proposal did not meet all the requirements so they were therefore eliminated from final selection. The RFP selection team interviewed the remaining two vendors and checked references. The final evaluation point was cost of the proposals over a five year period.

Although Tech-logic had a strong proposal there were a few items that distinguished PV-Supa over Tech-Logic. Those included: Simple design, modular equipment (allowing for easy expansion), similar bins, strong references from current customers and cost. The overall cost of the PV-Supa solution is approximately 56% of that of Tech-Logic.

Final design, options and timelines have been negotiated and the contract is with the County. The cost of the new system will be \$248,995.00 with install and the annual maintenance will be \$19,916.60 plus a 2.5% annual increase, or 8% of the initial cost. The contract will be for five years so the total amount of the contract over five years will be \$331,698.99.

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To: Pam Nissler, Executive Director  
Steve Chestnut, Director of Facilities & Construction Projects

From: Kurt Jungwirth, Facilities Operations Manager

Date: April 6, 2017

Re: 2017 JCPL Mechanical HVAC Maintenance Services RFP

In 2017, JCPL's HVAC services contract had reached maturity and needed to be re-bid. A RFP went out for bidding on the Mechanical HVAC Maintenance Services RFP to continue the uninterrupted Mechanical and HVAC Maintenance Services for JCPL facilities.

A total of nine (9) contractors responded to the RFP with prices ranging from \$208,502 to \$59,073 per year for those services. After evaluating those responses, Facilities recommends that we move forward with re-contracting with Tolin for period of 1 year with up to 4 additional years with contract renewal.

The reasons that Tolin was chosen is because Tolin Mechanical a full service facilities management company in business for 69 years. Tolin has been managing JCPLs mechanical HVAC maintenance services since 2012, providing us exceptional support and excellent customer service. Over the years, Tolin and JCPL have developed a relationship to where rather than send a Tolin technician to the site and charge JCPL a service call, Tolin will assist facilities personnel over the phone and free of charge with a repair.

Tolin would continue to supply all labor, materials, vehicles, tools and equipment required to perform scheduled preventive, predictive, unscheduled maintenance and repairs to include 24/7/365 service and emergency calls to all 10 of our libraries.

The new contract cost for 2017 will be \$87,948.00 which is a reduction of \$25,697 over 2016 pricing in-part, due to HVAC replacements/upgrades, relieving the burden from JCPL of requiring full service maintenance on a manufacturer warrantied item.