

Woodland Park School District Re-2

**BOARD OF EDUCATION**

Special Board Meeting – June 28, 2017

**CALL TO ORDER**

The special meeting was called to order by President Carol Greenstreet at 5:02 p.m. with the following members present: Corbin Graber, Beth Huber, Nancy Lecky, and Mrs. Greenstreet.

**CONSENT CALENDAR/Blanket Motion**

MOTION Huber, second Graber, to accept administrative recommendation and approve action on the following items:

- II.a.1. Personnel New Contracts – **Transfer – Classified:** Barbara Roy, District .53 FTE Crossing Guard to HS/MS Campus Supervisor, effective 2017-18 school year.
- II.a.2. Personnel Resignations – **Classified:** Christine Johnson, HS Special Education Paraeducator, effective June 19, 2017; Diane Algire, GES Special Education Paraeducator, effective June 19, 2017.
- II.b. Specific Budget Resolution #1 2017-2018 (Addendum A)
- II.c. Roof Consultant Contract (Addendum B)

MOTION CARRIED; Voting Aye – Graber, Greenstreet, Huber, Lecky

**ADOPTION OF FINAL BUDGET APPROPRIATION RESOLUTION 2017-2018**

MOTION Huber, second Lecky, to adopt the final budget appropriation resolution 2017-2018 (Addendum C). MOTION CARRIED; Voting Aye – Greenstreet, Huber, Lecky; Voting No – Graber.

**DIRECTOR JOINS THE MEETING**

Director Gwynne Dawdy joined the meeting at 5:05 p.m.

**CONSOLIDATED FEDERAL GRANT APPLICATION**

MOTION Dawdy, second Graber, to approve the consolidated federal grant application as presented. MOTION CARRIED; Voting Aye – Dawdy, Graber, Greenstreet, Huber, Lecky.

**SUPERINTENDENT’S CONTRACT**

MOTION Lecky, second Huber, to approve the 2017-2018 Superintendent’s Contract. MOTION CARRIED; Voting Aye – Dawdy, Graber, Greenstreet, Huber, Lecky.

**OTHER**

- Middle School Grant Awarded – Superintendent Dr. Jed Bowman informed the Board of Education the Middle School was granted a \$150,000 playground grant through the Colorado Health Foundation. Work will commence next month and be completed by October.
- Fundraiser – Dr. Bowman shared Dutch Bros. Coffee off of Platte & Union donated 100% of their profits from June 28, 2017 for Henry Tuttle. Dr. Bowman shared he waited in line for an hour and a half. It was a tremendous turnout to help the Tuttle family with medical expenses.

- July Office Coverage – Dr. Bowman shared when he is not around that between Brian, Adric, and Tina someone will cover. Kelley Havin will be the point of contact as well as Carol Greenstreet will have the schedule and contact numbers.
- School Board Elections – Secretary to the Board of Education Kelley Havin shared the call for nominations will begin on August 9, 2017 with the deadline to submit applications and signatures on September 1, 2017.
- Strategic Plan – Dr. Bowman updated the Board of Education from the June 19 Leadership Team meeting where they worked on Strategic Planning. The team broke into groups and revisited metrics and then the entire group reconvened and shared out. This work will continue at the Leadership Retreat day in July.
- Board Retreat – Mrs. Greenstreet will send out some potential dates later in July for the upcoming retreat and the Board of Education discussed topics for the retreat day agenda.
- No Convocation – Dr. Bowman shared there will be no Convocation this year; however we will do an all staff get-together in the High School Commons on Thursday, August 17 from 11:30 a.m. – 12:45 p.m. and lunch will be provided and encouraged the Board to attend.
- Sales Tax Presentation(s) – Mrs. Greenstreet shared she will connect with those on our contact list and let them know we want to come out in early Fall to present how we have spent the Sales Tax dollars in 2016-2017. She will meet with Stacy, Brian, and Jed on the content of the presentation.

**ADJOURN**

MOTION Huber, second Graber, to adjourn the special meeting at 5:38 p.m. MOTION CARRIED; Voting Aye – Dawdy, Graber, Greenstreet, Huber, Lecky.

Attest:

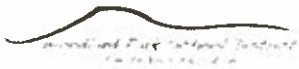
  
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Board of Education Secretary

  
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Board of Education President

**ADDENDUM A**



**SPECIFIC BUDGET RESOLUTION #1  
Fiscal Year 2017-2018**

In accordance with CRS 22-44-105 the Board of Education of Woodland Park School Re-2 hereby authorizes the expenditures of fund balances for fiscal year 2017-2018 according to the following schedule:

**GENERAL FUND**

MS Roof Carryover	\$ 552,000		
SWAP Support	\$ 105,570	<b>Subtotal</b>	<b>\$ 657,570</b>
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Curriculum - District Textbooks	\$ 256,908		
Curriculum - Computer Equipment	\$ 134,504		
Curriculum - Instructional Professional Development	\$ 20,000		
Curriculum - Stipends, Subs (Salaries & Benefits)	\$ 17,815	<b>Subtotal</b>	<b>\$ 429,227</b>
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Medicaid Health Paraeducator Salaries & Benefits	\$ 136,307		
OYO Salaries & Benefits	\$ 89,148	<b>Subtotal</b>	<b>\$ 225,455</b>
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Instructional Equip Repair/Replacement - All Bldgs	\$ 24,330		
Election Expenses	\$ 18,000		
HS Athletics Services, Supplies, Equipment	\$ 12,000	<b>Subtotal</b>	<b>\$ 54,330</b>
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		<b>TOTAL</b>	<b>\$ 1,366,582</b>
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**TRANSPORTATION**

Purchased Services	\$ 3,926	<b>TOTAL</b>	<b>\$ 3,926</b>
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**BOND**

Reserved for Future Debt	\$ 29,503	<b>TOTAL</b>	<b>\$ 29,503</b>
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These expenditures are one time only and will not lead to deficit spending.

Therefore Be It Resolved that the Board of Education of the Woodland Park School District Re-2 adopts this resolution to appropriate expenditures in the above referenced manner.

  
 Carol Greensreet, Board President

6/28/2017

**ADDENDUM B****AGREEMENT FOR DESIGN AND CONSTRUCTION ADMINISTRATIVE SERVICES**

AGREEMENT made as of the 9<sup>th</sup> day of June, 2017 BETWEEN the Woodland Park School District (WPSD), ADDRESS: 155 Panther Way, Woodland Park CO 80863 and BLUEFIN LLC (BLUEFIN), 6312 S Fiddlers Green Circle, Suite 100E, Greenwood Village, CO 80111, for the following Project:

Woodland Park Middle School  
600 E Kelly Rd.

Woodland Park, CO 80863

Services: Roof Evaluation Services, Support Services with Roof Design, Project Management, and Construction Administration Services

**ARTICLE 1 - BLUEFIN'S RESPONSIBILITIES**

BLUEFIN shall provide consulting services for the Project as described in this Agreement in a manner consistent with accepted industry standards for professional skill and care, and in accordance with BLUEFIN's Proposal to WPSD dated May 12, 2017 attached as Exhibit A, hereto and incorporated by reference herein (the "Proposal"). In the event of any conflict between this agreement and the Proposal, the terms of this Agreement shall govern.

BLUEFIN shall not engage in any activity, or accept any compensation, interest or contribution that would reasonably appear to compromise BLUEFIN's professional judgment with respect to this Project.

The general scope of services, as provided in the attached Proposal are as follows:

**Roof Evaluation Services Scope**

1. Evaluate the current roof through thorough inspection and assessment.
2. Develop a corrective maintenance plan, budget and bid documents consistent with said inspection and assessment.
3. Assist in procurement of local contractor to perform these repairs before winter 2017.
4. Build comprehensive roof information management database. Utilize data collected on the roof to make recommendations for maintenance, repair, restoration, replacement, and design.
5. Set a budget plan for WPMS to include total cost of ownership.
6. Coordinate with WPSD, the design/build team, A/E firms providing design, and other stakeholders as needed.

**Roof Design, Project Management, and Construction Administration Services Scope**

1. Prepare conceptual design alternatives and budgets for review/approval.
2. Complete design packages and bid documents.
3. Assist in procurement. Provide technical and business expertise through the bid and contract award.
4. Provide construction administration and quality assurance support throughout construction.
5. Provide project close out support including securing final inspections, warranty approval, and final documentation.
6. Provide warranty inspections for the next three years. If problems occur, address them promptly under the terms of the warranty.

During the Design Phase, BLUEFIN shall review WPSD's scope of work, budget and schedule and reach an understanding with WPSD of the Project requirements. Based on the approved Project requirements, BLUEFIN shall develop a design. BLUEFIN shall design the project to reflect and meet the requirements and all applicable regulations, building codes and standards in effect on the date of this Agreement, insofar as such requirement relate to design of the Project.

Upon WPSD's approval of the design, BLUEFIN shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any construction services that WPSD provides. BLUEFIN shall assist WPSD in filing documents required for the appropriate governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, BLUEFIN shall act as WPSD's representative and provide administration of the Contract between WPSD and Contractor. BLUEFIN's responsibilities during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work. BLUEFIN shall take appropriate action on the Contractor's submittals within seven (7) business days of BLUEFIN's receipt of same, visiting the site (as set forth in the Proposal), reviewing and certifying requests for payments, rejecting work that does not conform to the Contract Documents and, promptly interpreting and deciding matters concerning performance under, and requirements of, the Contract Documents on written request from either WPSD or Contractor.

#### **ARTICLE 2 OWNER'S RESPONSIBILITIES**

WPSD shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. WPSD shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. BLUEFIN shall be entitled to rely on the accuracy and completeness of WPSD's information. WPSD has the sole right to award the contract to a preferred Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

Any contract offered by WPSD that involves fiscal obligations beyond the current fiscal year (July 1<sup>st</sup>, 2017 through June 30<sup>th</sup>, 2018) requires the WPSD's Board of Education to appropriate funds to cover any subsequent fiscal year(s) and in the event the Board of Education fails to do so, any such contract will terminate at the end of that fiscal year.

#### **ARTICLE 3 - USE OF DOCUMENTS**

Drawings, specifications and other documents prepared by BLUEFIN are instruments of BLUEFIN's service and are for WPSD's use solely with respect to this Project. BLUEFIN shall retain all common law, statutory and other reserved rights, including the copyright. WPSD will retain a copy to comply with District and State record-keeping policies and practices.

#### **ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the Project by WPSD, BLUEFIN shall be compensated for services performed up to the date of termination, suspension or abandonment. WPSD's failure to make payments in accordance with this Agreement shall be considered substantial

nonperformance and sufficient cause for BLUEFIN to suspend or terminate services. Either WPSD or BLUEFIN may terminate this agreement after giving not less than seven days' written notice but only if project has been suspended for a period of not less than 90 days, or if the other Party substantially fails to perform according to the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year after the date of Substantial Completion.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the State of Colorado.

Neither party to this Agreement shall assign the contract without prior written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either WPSD or BLUEFIN.

BLUEFIN shall have no responsibility for the discovery (unless the materials or substances were not reasonably known to WPSD), presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE CONSULTANT**

BLUEFIN's Compensation shall be:

WPSD shall pay BLUEFIN a total payment of \$79,657.31 broken out to align with project milestones. The project milestones are outlined in the table below.

<b>BLUEFIN Project Milestone Invoicing</b>		
<b>Service</b>	<b>Invoice Milestone</b>	<b>Price</b>
Roof Detailed Inspection	Final Report and Recommendations Submittal	\$ 14,338.31
Design Specification and Bid Documents	Receipt of Contractor Bids	\$ 38,235.51
CQA	Closeout Documents Submitted and Warranty filed	\$ 27,083.49

Payments are due and payable upon receipt of BLUEFIN's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1%) per month. However, final payment shall be made in accordance with C.R.S. § 38-26-107.

At the request of WPSD, BLUEFIN shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and

Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform.

**ARTICLE 7 - SCOPE OF THE AGREEMENT**

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

We look forward to the opportunity working with Woodland Park School District. Should you find the above terms acceptable, please indicate by signing, dating, and returning this proposal to the undersigned.

Accepted by:

**BLUEFIN LLC**

**Woodland Park School District**

By Monika Engler

By \_\_\_\_\_

Name: MONIKA ENGLER

Name: \_\_\_\_\_

Title: SVP

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

Attachment: BLUEFIN Proposal

## ADDENDUM C



## APPROPRIATION RESOLUTION FY 2018

Be it Resolved by the Board of Education of School District Re-2 in Teller County that the amounts shown in the following schedule be appropriated to each fund as specified in the Budget for Fiscal Year beginning July 1, 2017 and ending June 30, 2018.

FUND		AMOUNT
General Fund	\$	29,855,084
Risk Management	\$	466,000
Food Service	\$	1,141,478
Designated Purpose Grants	\$	912,675
Transportation Fund	\$	278,926
Bond Redemption Fund	\$	39,503
Pupil Activity Fund	\$	<u>1,031,000</u>
<b>TOTAL APPROPRIATIONS</b>	<b>\$</b>	<b><u><u>33,724,666</u></u></b>

Carol Greenstreet, Board President, in accordance with CRS 22-44-110(4)

6/28/2017

Adopted