

**THIS OWNER'S REPRESENTATIVE SERVICES AGREEMENT** (this "Agreement") is made as of **July 18, 2012** by and between **DENVER WALDORF SCHOOL**, ("Owner"), and **BEECHER DEVELOPMENT SERVICES,LLC**, a Delaware corporation ("BDS"). Owner and BDS are also referred to herein individually as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and BDS hereby agree as follows:

1. Owner's Representative Services.

1.1 Owner hereby appoints BDS to provide the Services described in The Proposal for Services dated February 21, 2012" attached hereto (the "PFS") and made a part hereof commencing on **June 1, 2012** (the "Commencement Date"), with respect to the following project (the "Project"): **Denver Waldorf School Long Term Capital and Operations Planning**. The Services shall be provided in a good and efficient manner consistent with Owner's usage and image, using the standard of care and diligence as is customary for professional providers of like services within the commercial project management services industry. Owner will compensate BDS for the Services in accordance with the PFS.

1.2 The Parties acknowledge and agree that the Services (as set forth in the PFS) will be limited to the Services listed in the PFS under the **Long Term Capital and Operations Planning** section. Excluded from this Agreement are the Services in the PFS under the Provide Standardized Language section.

2. Independent Contractor. Except as may otherwise be agreed to by the parties, the relationship between Owner and BDS and all BDS Employees under this Agreement is that of an owner and an independent contractor, and BDS shall render the Services in its capacity as an independent contractor of Owner. BDS shall keep those facilities and other properties owned, leased or otherwise controlled by Owner with respect to which BDS is to provide Services under this Agreement (the "Facilities") free and clear of any mechanics', materialmen's or similar liens on account of work done or materials supplied by BDS or for BDS, provided Owner is not in default under this Agreement.

3. Indemnification.

3.1 Indemnification.

3.1.1 Indemnification by BDS. BDS agrees to (a) indemnify and hold Owner harmless from and against all claims, liabilities, damages, judgments, suits, losses, penalties, settlements, costs of enforcement, and other expenses (collectively, "Claims") asserted against or incurred by Owner for bodily injury, personal injury and/or property damages to the extent such Claims are due to BDS's negligence, gross negligence or willful misconduct or BDS's failure or refusal to comply with or abide by any applicable law, and (b) defend promptly and diligently, at BDS's sole expense, with attorneys reasonably acceptable to Owner, any Claim, action or proceeding brought against Owner or Owner and BDS jointly or severally, arising out of or connected with the matters for which BDS provides indemnification under clause (a) above.

3.1.2 Indemnification by Owner. Owner agrees to (a) indemnify and hold BDS harmless from and against all Claims asserted against or incurred by BDS for bodily injury, personal injury and/or property damages to the extent such Claims are due to Owner's negligence, gross negligence or willful misconduct or Owner's failure or refusal to comply with or abide by any applicable law, and (b) defend promptly and diligently, at Owner's sole expense, with attorneys reasonably acceptable to BDS, any Claim, action or proceeding brought against BDS or BDS and Owner jointly or severally, arising out of or connected with the matters for which Owner provides indemnification under clause (a) above.

3.1.3 Comparative Fault. BDS and Owner shall be liable under Sections 3.1.1 and 3.1.2 only to the extent of the respective indemnity obligations specifically imposed upon them thereby. If both Parties bear fault and have indemnity obligations for a matter, each Party's liability (including liability for defense costs and deductible amounts and self-insured retentions under insurance policies) shall be equal to the percentage determined to be due to the fault of such Party as agreed upon by the Parties or as fixed by settlement agreement, final judgment of a court of competent jurisdiction, or the decision of an arbitration proceeding, as applicable. All Parties agree to cooperate fully as reasonably necessary in the defense of such matters, and the indemnitor's obligation to indemnify for a matter is conditioned upon such cooperation in connection with such matter. The provisions of this Section 5.5 shall survive the expiration of the Term or termination of this Agreement.

3.2 Limitations on Damages and Liability. Notwithstanding any provision of this Agreement to the contrary:

3.2.1 Neither Party to this Agreement shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof. In no event shall BDS incur liability under this Agreement or otherwise relating to the Services beyond the aggregate fees received by BDS hereunder for the Project from which the claim arose.

3.2.2 Owner acknowledges and agrees that BDS shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Owner (including, without limitation, any payment missed or made incorrectly, whether by date, amount, payee, address or otherwise) arising out of, based upon or resulting from any erroneous data provided by Owner or any third party or otherwise contained in Owner's databases, or Owner's failure to provide accurate information or complete documentation regarding any owned, leased or subleased property. No representation or recommendation is or will be made by BDS or its Subcontractors agents or employees as to the legal sufficiency, legal effect, tax or accounting consequences of any transaction or documentation. Owner is urged to seek the advice of counsel, accountants and advisors as to the legal, tax and accounting consequences thereof.

3.2.3 Owner agrees that BDS shall bear no liability to the extent arising out of Owner's failure to comply with its obligations under this Agreement. Further, BDS shall have no duty to indemnify, hold harmless or defend Owner to the extent a Claim arises because BDS, its employees or agents either acted or failed to act because of their adherence to Owner's policies, procedures, rules, regulations, agreements, directions and/or instructions. All Owner policies, procedures, rules, regulations, agreements, directions and instructions with which BDS must comply shall be consistent with this Agreement and provided to BDS in advance in writing. The

provisions of this Section 3.2 shall survive the expiration of the Term or termination of this Agreement.

4. Confidentiality. BDS and Owner agree that any material, information, data and other communications relating to the past, present or future research, development and/or business operations, strategies or ideas of a Party (the "Disclosing Party") that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization ("Confidential Information") and disclosed to the other Party (the "Receiving Party") is and will remain the property of the Disclosing Party and may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement. All Confidential Information, including copies thereof, will be returned to the Disclosing Party within 30 days of receipt of written request for the return of such information. Notwithstanding the expiration of the Term or termination of this Agreement, each Party agrees, upon such expiration or termination, to return to the Disclosing Party all Confidential Information that has been reduced to writing or, in the alternative, to certify to the Disclosing Party, that the Confidential Information has been destroyed. Neither Party shall be liable for disclosure or use of any Confidential Information if: (i) it was in the public domain (i.e., generally available to the public) at the time it was disclosed or used, except through the fault of the Receiving Party; (ii) it was disclosed with the written permission of the Disclosing Party; (iii) it becomes known to the Receiving Party from a source other than the Disclosing Party without a breach of this Agreement by the Receiving Party; or (iv) it was independently developed by the Receiving Party without the benefit of the information received from the Disclosing Party. In addition, notwithstanding any provision hereof to the contrary, the Parties may disclose the existence of this Agreement or the terms hereof as required for compliance with federal or state securities laws or the requirements of national securities exchanges, in any action to enforce the provisions of this Agreement, in any action involving claims by or against persons or entities that are not Parties, as required by applicable law or legal process, or in response to a duly issued subpoena. In addition, the Parties may disclose Confidential Information, as well as the existence of this Agreement or any of the terms hereof (financial or otherwise) to accountants, attorneys, management consultants and insurers who agree to or are otherwise required to maintain the information in confidence. Each Party agrees to cooperate in seeking reasonable protective arrangements requested by the other Party, and to promptly notify the other Party if the Receiving Party receives any subpoena or other legal process seeking disclosure of Confidential Information. The Parties recognize that Confidential Information provided by the Disclosing Party to the Receiving Party will be made available solely for the purpose of performing under this Agreement and that such information shall not be used by the Receiving Party for any other purpose. The provisions of this Article 7 with respect to Confidential Information shall survive the termination or expiration of this Agreement for a period of two years.

5. Intellectual Property. BDS may identify Owner as a customer of BDS and may display Owner's logo but only in connection with such identification. BDS shall not otherwise display Owner's logo, and shall not utilize other trademarks or servicemarks of Owner, without Owner's consent, which consent shall not be unreasonably withheld, delayed or conditioned. Except as otherwise provided in this Section, nothing in this Agreement grants either Party any right to use, directly or indirectly, the trade names, trademarks or other intellectual property of the other Party in connection with any product, service, promotion or publication without the prior written approval of the owner of the trade name, trademark or other intellectual property.

Notwithstanding the foregoing, Owner agrees BDS may use information regarding the Project in BDS's marketing materials, including photographs, logos, drawings, renderings and descriptive statements. BDS shall receive no right or interest to any proprietary products owned by Owner. Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, workshops, software, concepts, ideas, inventions, know-how and other intellectual capital that BDS has developed, created or acquired prior to performing Services under this Agreement, or develops, creates or acquires during the Term or thereafter ("BDS's Intellectual Capital") are and shall remain the sole and exclusive proprietary property of BDS, and Owner shall not have or acquire any right, claim, title or interest in or to any of BDS's Intellectual Capital, except to the extent otherwise agreed by the Parties in a separate written agreement signed by authorized representatives of each Party. Furthermore, Owner shall receive no ownership of or right to any of BDS's working papers or manuals, such as administrative and quality assurance documentation or internal correspondence. Performance of the Services by BDS shall not be deemed to be a prohibition of, or interfere in any manner with BDS's provision of similar services to third parties, provided that BDS in so doing, does not use or disclose any Confidential Information of Owner.

6. Owner Obligations. Owner shall furnish, and shall cause its employees and agents to furnish, at Owner's expense, all information and cooperation reasonably required by BDS in order to deliver the Services required hereunder. Owner shall render all required approvals, decisions, information and documentation with reasonable promptness for the orderly performance of the Services. Owner shall at all times have sole discretion, responsibility and authority to make decisions with respect to the Project, including the form and content of all contracts with contractors and consultants. Owner's decisions, including any decision of Owner to use any contract form provided by BDS, shall not release Owner from any obligations to BDS under this Agreement.

7. Notices. All notices, waivers, approvals, consents, demands, requests or other communications required or permitted under this Agreement shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when personally delivered, (b) if mailed, on the second business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the Party to be notified as follows:

**If to BDS:**  
Beecher Development Services  
4402 S Zenobia St  
Denver, CO 80236  
Attn: Matt Beecher

**If to Owner:**  
Denver Waldorf School  
940 Fillmore St  
Denver, CO 80206  
Attn: Lori Pucelik

or to such other address(es) or addressee(s) as any Party entitled to receive notice under this Agreement shall designate to the others in the manner provided in this Agreement for the service of notices.

8. Miscellaneous.

8.1 Entire Agreement. This Agreement and any written agreement relating hereto and entered into contemporaneously herewith contain the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and negotiations pertaining to such subject matter are superseded by and merged into this Agreement. This Agreement may not be amended, modified or discharged, nor may any of its terms be waived except by an instrument in writing signed by the Party to be bound thereby.

8.2 Partial Invalidity. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision or provisions shall be fully severable and shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

8.3 Assignments; Successors and Assigns. Owner represents and warrants to BDS that Owner is authorized to enter into this Agreement on behalf of and to bind any of its affiliates with respect to this Agreement who own or lease Facilities where BDS will provide Services under this Agreement. BDS shall not assign this Agreement in whole or in part (other than to an affiliate or an assignment occurring by operation of law) to any person or entity without the prior written consent of Owner, which consent can be withheld by Owner at Owner's sole discretion. Owner shall not assign this Agreement in whole or in part to any person or entity without the prior written consent of BDS, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement and all of its provisions shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

8.4 Force Majeure. Except as hereinafter provided, no delay or failure in performance by Owner or BDS shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, BDS promptly shall notify Owner. Once the Force Majeure event ceases, BDS shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

8.5 Interpretation. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Party represents and warrants that it is authorized to enter into this Agreement, the person signing on its behalf is duly authorized to execute this Agreement, and no other signatures are necessary. Section headings are included for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

8.6 Governing Law; Arbitration; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado (the "State") without regard to conflicts of laws principles. Owner and BDS agree that any controversy or claim arising between Owner and BDS, including but not limited to those relating to this Agreement or breach of this Agreement or any agreements or instruments relating to this Agreement that cannot be resolved through good faith negotiations shall be submitted to binding and final arbitration, pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and/or State statutory law governing agreements to arbitrate. Owner and BDS agree that such arbitration shall be conducted in the State by JAMS in accordance with JAMS procedures. Owner and BDS agree that each shall share equally in the estimated reasonable fees and costs of the arbitration procedure, subject to the power of the arbitrator(s) to apportion such fees and costs as he or they deem appropriate. Owner and BDS agree that submission of any such dispute to arbitration is a condition precedent for invoking the jurisdiction of any court over the subject matter of their dispute, but nothing contained herein shall be deemed to prevent a Party from obtaining judicial relief to prevent irreparable harm. Judgment on the award rendered by the arbitrator(s) may be entered in any federal or state court sitting in the State, having jurisdiction thereof. Owner and BDS submit to the jurisdiction of any state or federal court sitting in the State, and waive any claim that any court does not have personal jurisdiction over it or is an inconvenient forum. The prevailing Party in connection with any dispute involving a court proceeding shall be entitled to collect its court costs, legal expenses and reasonable attorneys fees from the other Party. **EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.**

**[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK  
INTENTIONALLY]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the date first above written.

**OWNER:**

**DENVER WALDORF SCHOOL**

By:  \_\_\_\_\_  
Name: Lori Pucelik  
Title: Director of Business Affairs

**BDS:**

**BEECHER DEVELOPMENT SERVICES, LLC**

By: \_\_\_\_\_  
Name: Matthew Beecher  
Title: President





Denver, CO

303.552.6003  
info@beecherdevelopment.com  
www.beecherdevelopment.com

February 21, 2012

Dear Denver Waldorf School Administration and Staff,

Thank you for the opportunity to submit a proposal for Owner's Representation services. Over the last year or so it has been a pleasure to get to know Judy, Krista, Cheryl, Chris, Lori and others involved with the Denver Waldorf School community and I sincerely hope to get to know many more folks and develop a long lasting relationship with the school. BDS intends to be a part of the community in Denver for a long a time and relationships with people like those at DWS are of great importance to us.

As I've mentioned to Judy on more than one occasion, my wife is a first grade teacher with a background in Montessori education and a specialization in developing learning plans for special needs students. We have 3 young children and actively participate in their education. I spend time volunteering as baseball and football coach, reading at my sons' school and volunteering with a Destination Imagination team. I also work with my wife's school to help them more efficiently operate their school's mechanical systems and work with the teachers on classroom floor plan layout. Developing effective and productive space for building users is a passion that I hope to continue to implement in unique learning environments like at Denver Waldorf School.

Sincerely,

Matthew R. Beecher, LEED-AP

President

Beecher Development Services



Denver, CO

303.552.6003

info@beechedevelopment.com

www.beechedevelopment.com

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## FIRM INTRODUCTION

**“...attention to detail and commitment to quality are unsurpassed.”**

*Jim Brunette - CaridianBCT*

**“...well versed in many aspects of design/build and has trusted expertise knowledge that clients and partners can gain value from.”**

*Carl Canter - Canter*

**“...has the unique ability to lead various teams with members possessing a wide variety of skills and expectations. I would work with Beecher Development Services on any project at any time.”** *Bradley Trent - AMA*

Beecher Development Services is a full-service real-estate development solution partner for all parties seeking consultation in development, planning, design, construction, land acquisition, value analysis and sustainable solution analysis. Founded by Matthew R. Beecher, BDS has expertise in facilities planning, architecture, construction, real-estate development & management, LEED/sustainability consulting, building systems assessment and disaster recovery.

What makes BDS unique is our proven ability to deliver highly successful projects at costs well below the rest of the market. It is our belief that being able to integrate the traditionally separate disciplines involved in building into harmonious single-source management results in higher quality projects at lower costs. Our experience as developer, owner, designer, builder and building manager allows us the unique experience of having had responsibility in every aspect of a facility's life. This appreciation for differing perspectives allows for a more comprehensive analysis of proposed design/construction solutions. One must also have a knowledge and understanding of all building systems to fully appreciate the dynamics of how a building operates. Having an understanding of how building systems work together also helps in fully analyzing proposed system solutions and modifications to achieve the highest results.

BDS clients range from multi-billion dollar multi-national corporations, to national real-estate developers and general contractors, to local architects and product manufacturers. BDS uses our experience and understanding of a wide array of specific disciplines to insure open and constructive dialogue with invested parties. This open communication and point-of-view understanding allows BDS to analyze each project in terms of the most valuable possible solution for the project. We take great pride in the attention we pay to every detail. A thorough review of every drawing, contract, submittal, RFI or any other document required during the project, is of paramount importance to us. It is because of the attention to detail that we have never been named or involved in any litigation or lawsuits related to our services, clients or projects. Furthermore, we believe that is that attention to detail and understanding of the project that allows us to strive for zero change orders on every project. This big picture planning and detailed understanding of project criteria enables the effective execution of the project, eliminating the wasteful use of resources.

In every project that we work on, BDS tries to put itself in position to appreciate the driving incentives for all parties involved, and most significantly the project owner. The ultimate success of the project is the goal for every one of us at Beecher Development Services just as it is for each of our clients.



March 8, 2011

To Whom It May Concern,

I have had the pleasure of knowing and working with Matthew Beecher of Beecher Development Services since 2005. My professional relationship began with him as his employer and supervisor and developed into being colleagues. Throughout my experience with Matt I have known him to be honest, diligent and passionate about the built environment.

Matt has managed a wide variety of projects for me, from a \$35,000,000, 186,000sf, LEED Platinum certified, Class A office building; to an \$185,000, 700sf café build-out; to a few thousand dollars of building renovations. The vast majority of these have been design-build projects in which Matt was in charge of the design, construction and the close-out process. He has the communication skills and field experience to effectively work with owners, design professionals, local jurisdictions, contractors and neighborhood groups. He has acquired a broad scope of project management tools to assist him in the successful delivery of each project. These tools; including schedules, estimates, cost management models, various project tracking logs, and meeting minute templates; along with his ability to comprehend how each of the project's resources rely on the others, lead to his proven track record of delivering his projects on-time and on budget.

Matt has great attention to detail. His experience with all the phases required to deliver a building project allow him to look closely at the various aspects of a project and fully analyze the most appropriate course of action. In order to accomplish that effectively one must become intimately familiar with the project they're working on and understand every detail and nuance. Matt has demonstrated an ability to do just that.

I whole heartedly recommend him for Owner's Representation, Project Management or Construction Management work on any size project. Furthermore I look forward to again working with Matt on projects in a continued and long lasting professional relationship.

Sincerely,

A handwritten signature in black ink that reads "Ben Weeks". The signature is written in a cursive, flowing style.

Ben Weeks  
Principal

Aardex Corporation

12340 West Alameda Parkway, Suite 220, Lakewood, CO 80228-2841

tel 303.987.9000 fax 303.987.8610 e-mail [aardex@aar dex.com](mailto:aardex@aar dex.com)

March 9, 2011

RE: Beecher Development Services  
Matthew R. Beecher

To Whom It May Concern:

As the Engineering and Construction Site Manager for the CaridianBCT Lakewood Site, I have the opportunity to enlist the services of a multitude of Building Representatives and Project Managers. The CaridianBCT Lakewood Site consists of multiple structures (5 buildings totaling 600,000 sq. ft.) situated on approximately 50 acres. The original structure was built in 1967 with new construction and major renovations accomplished continuously to the present.

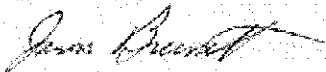
Because of the extraordinary skills and discipline of Matt Beecher, Beecher Development Services (BDS) is always our first choice in every consideration. We select BDS because they possess the skills required and the attention to detail needed. BDS also has an extreme understanding of our processes when working in and around the CaridianBCT Site. In fact, BDS has been our contractor of choice as we accomplish a wide range of projects. These projects include extensive modifications to building HVAC systems, exterior building upgrades, new roof systems and landscaping.

In every case we count on BDS to accomplish, at a minimum, the following:

- Coordinate the design process.
- Coordinate the construction process.
- Manage all phases of the budget process.
- Monitor schedule and budget.
- Maintain project files.
- Liaison between owner and architects, engineers and contractors.
- Negotiate contracts.
- Review, approve and implement plans and schematics.
- Recommend and qualify contractors.

Please feel free to contact me if you believe any further details are needed.

Most Sincerely,



James Brunette  
CaridianBCT, Facilities Management  
Manager, Engineering and Construction  
10810 W. Collins Ave.  
Lakewood, CO 80215  
jim.brunette@caridianbct.com

## QUALIFICATIONS

**MATTHEW R. BEECHER, LEED-AP**  
**PRINCIPAL IN CHARGE**

Matthew R. Beecher, Principal In Charge. I have experience in long term capital improvement and expense planning as well as project execution at multiple campus facilities including global corporations CaridianBCT and IBM. I get intimately involved in the planning, procurement and execution procedures for managing facilities with systems critical campuses. Through this experience I know how to work around a critical schedule while maintaining operations and safety, and fitting work into designated schedule durations.

I was trained as an Architect, and received my Bachelor's Degree from the University of Miami. I have provided services from Designer to Owner's Representative, and have gained notable recognition for my services on highly certified LEED and award winning projects. I have developed a fully integrated development process and project controls which contribute to the success of a project. I have included one of BDS's control documents, The Project Execution Matrix at the end of this package as an example of how our controls can be customized to work with DWS.

Some of my awards and accomplishments include LEED Accreditation; 2008 NAIOP Green Development of the Year; 2008 NAIOP Development of the Year and the 2007 Colorado Renewable Energy Society Sustainable Design and Building Award.

My clients will tell you I am **Reliable** – I will be there. It will always be me from beginning to end. No other projects or clients will get in the way. I will be on site when you need, not when you don't.

I pride my self on being **Honest** – You will always know where I stand with my billing, time and costs – I have an open book policy and expect those that I work with to make the same commitment. I will develop the same relationships with our partners. In order for everyone to win we all need to be invested in the success of one another.

Since 2009 I have worked on over \$6,000,000 worth of facilities improvement and maintenance projects. These project types include: Building Skin, Roof, Windows, Demolition, Landscaping, Asphalt, HVAC, Plumbing, Electrical, Finishes, Flooring, Paint, Ceilings, Foundation & Building Structure, as well as Space Reconfigurations and Remodels.

I have worked on over 1,000,000 built square feet across the country from Florida to California. My project experience includes:

**Huron Middle School – Norhglenn, CO**  
**Cafeteria Remodel**  
Architect - SLATERPAULL  
Completed 2004

**The Academy K-12 Charter School – Westminster, CO**  
Architect – SLATERPAULL  
123,647 SF 20 Acre School and Campus  
\$14,100,000 Construction Cost

**CaridianBCT Building 1209 - Lakewood, CO**  
**Asbestos Abatement & Deconstruction**  
Client - CaridianBCT  
\$297,000 Budget  
Completed December 2010

**The Molkery in Montclair – Denver, CO**  
**Historic Rehabilitation and Adaptive Reuse**  
Owner - The City of Denver Parks and Recreation  
4,900 sf Civic Facility  
\$676,000 Construction Cost

**IBM - Boulder, CO**  
**Capital Improvements**  
Client - IBM  
Multiple Projects:  
Chiller Replacement  
HVAC Upgrades  
Electrical Upgrades  
Ongoing

**Westlake Middle School – Broomfield, CO**  
**Science Lab Remodel & Locker Replacement**  
Architect - SLATERPAULL  
Completed 2004

OWNER REPRESENTATION | PROJECT MANAGEMENT | SUSTAINABLE DESIGN

# QUALIFICATIONS

## ERIC LINDENMUTH SR. PROJECT MANAGER

Eric J. Lindenmuth has over twenty years of accomplished construction management experience in the private and public work sectors. With a proven track record of on-time and on-budget delivery of diverse and complex construction projects he excels at satisfying the end-result goals of project owners. Mr. Lindenmuth was educated with a Bachelor's of Science degree in Civil Engineering at the Illinois Institute of Technology in Chicago, Illinois and also carries minor degrees in Construction Management and Structural Engineering. His diverse career background has extended into many facets of the industry including development, construction consulting, owner's representation and general contracting. This experience provides a start-to-finish and in-depth knowledge of all types of projects that owners rely on for expert guidance in major decision making for their projects. Eric is a leader, mentor and motivator of high performance, professional project teams who thrive in all environments that require a high-level strategist, big-picture thinker and hands-on leader.

Mr. Lindenmuth has been a part of over 2 dozen construction projects ranging from small to large in the Illinois and Colorado markets that total more than 2.5 billion dollars. Some of the completed projects include:

**Landmark Condominiums Expansion - Vail, CO**  
Owner/Developer/Contractor - Alter Group Inc, Chicago IL  
60,000 SF – 16 New Luxury Condominiums  
\$38,000,000  
Completed September 2010

**Chicago Transit Authority - Chicago, IL**  
Owner - Chicago Transit Authority Chicago IL  
Expansion and Remodel of Existing Subway Station  
\$5,000,000

**Pinnacle at City Park South Townhomes - Denver, CO**  
Owner/Developer – Opus Northwest, Denver CO  
32,000 SF – 18 Condominiums  
\$5,500,000  
Completed December 2007

**Lakeshore Athletic Club at Flatiron - Broomfield, CO**  
Architect – Ohlson Lavoie Corporation, Denver, CO  
84,350 sf  
\$15,600,000  
Completed October 2003

**Frasier Meadows Manor / Health Care - Boulder, CO**  
Architect – Lantz Boggio Architects, Denver, CO  
158,000 sf  
\$25,000,000  
Completed December 2001

**Chicago Public Schools Capital Improvement Program - Chicago, IL**  
Owner – Chicago Public Schools  
500 + Schools  
\$2,200,000,000  
Completed 2001

## METHOD

### Method for Creation of Long Term Improvement and Operations Plan

Along with identifying and estimating capital improvements it is imperative that DWS develop, and coordinate with capital work, a long term operations plan. BDS will work with DWS to not only develop the 5 Year Capital Improvement Plan, but we also work with DWS to learn your financial and tax strategies, your goals for growth and longevity, and your core philosophies as they relate to your facilities. Through understanding of these things we will develop a plan for preventive and predictive maintenance which will help with budgeting compared to reactive maintenance; we will coordinate the maintenance plan with the capital plan; and we will develop a cash flow strategy, including determining potential funding sources, for DWS for years 1 through 5. In order to accomplish these goals we propose to put the following process in place.

1. Become familiar with the DWS Comprehensive Master Plan (CMP), Historic Structure Assessment (HSA), and Building and Grounds Work Request Log (To Do List). This task can be broken down into the following sub-tasks:

- Review the Documents:
- Interview the Authors: We would like to meet with the author's of the CMP & HAS. Matthew Beecher used to work for Slaterpaul as an architect and still has a strong relationship with the firm. These conversations will help BDS understand the thought process put in to developing these documents and understand the history of the CMP and HAS processes.
- Meet with Facility Manager, DWS Buildings & Grounds Committee, and the Campus Master Plan Task Force: BDS would like to understand the individual and group priorities and plans for the facility, as well as the points of concern.

2. Group and prioritize projects - Capital and Expense

BDS would like to work with the Facility Manager, DWS Buildings & Grounds Committee, and the Campus Master Plan Task Force as a team to come to consensus on how projects are prioritized and scheduled. Based on the documents provided and our experience with similar facilities we believe that the foundation for successful capital planning is outlined below.

**Priority Rank** – This is something that DWS is already doing and we would like to work with you to further define these criteria. These should also be driving factors for determining a specific project's scope and execution method.

- 1) Health, safety & risk mitigation
- 2) Support curriculum
- 3) Quality / Aesthetics
- 4) Routine maintenance & repair
- 5) Schedule
- 6) Budget

**Categorize by Responsibility** – Different projects require different specializations in order to achieve the most valuable results. Here we are trying to figure out who the best person for the job is and how to contract with that person.

- Cleaning, Custodial Services, & Landscaping
  - o Floor Waxing, Carpet Cleaning, Trash & Recyclable Removal, Weeding, Mowing, Shoveling, Dusting
  - o Put on a regular schedule which includes weekly, monthly, quarterly and yearly tasks.
  - o Agree to a regular fee based on square footage and scope – Solicited through an RFP Process.
  - o Operations Budget
- Maintenance – Accomplished by In House personnel
  - o Light Carpentry
    - Light Bulbs, some painting, hooks, shelves, locks, keys, some plumbing, some electrical, door repairs, etc
  - o Safety Procedures
    - Lock Out Tag Out, Ladder Use, etc
  - o Develop schedules for Preventative and Predictive Maintenance. It should be a goal to eliminate Reactive Maintenance.
  - o Some of these costs will be allocated as Expense Budget, some may be Capital Budget costs.

# METHOD

## Categorize by Responsibility continued

- Out of House Contractors & Approved Vendors – Develop long term partnerships with dependable, reliable and quality contractors in multiple trades and add them to an **Approved Vendors** list.
  - o Projects <\$10,000 – This amount is used as an example. The threshold will be developed with DWS. The purpose of the threshold is to separate Expense vs Capital and to gauge the capacity of the contractors performing the work.
  - o Paint, caulk, framing & drywall, carpentry, flooring, plumbing, electrical, doors
  - o Solicit through an RFP process – then award a 2 year contract with POs for each job.
  - o Expense Budget
  - o Some Capital Budget
- Capital Improvements and Large Projects – Solicit through RFPs to GCs
  - o Projects >\$10,000
  - o Major Projects
  - o Major Building Systems – Skin, Roof, Foundation, HVAC, Asphalt
  - o May need professional consultants – architect, engineer, etc. These design services should be solicited through an RFP in order to short list preferred consultants and award contracts to 2 year terms then issue POs as necessary.

## Categorize by Cost

Capital vs Expense – What is your dollar threshold? We will work with your accounting and financial teams to determine the most appropriate categorization based on your preferred depreciation schedule.

## Set Timeline

Use Priority Ranking and Categorization coupled with Budget to set Spending Plans. We will evaluate the school's yearly schedule and work to incorporate building projects into that schedule. This will require a solid grasp of pre-construction activity durations and an understanding of how long certain projects will take to complete.

# METHOD

## **Provide Standardized Language for Procurement**

DWS has asked for their Owner's Rep to help them develop standardized language for Terms and Conditions and a Division 1 Specification. We believe that along with those documents some other vital documents may be required. We propose to work the Buildings & Grounds Committee along with the DWS financial, legal and insurance teams to develop the following standards.

**Insurance Requirements** – Work with DWS Insurance to determine the appropriate insurance coverages for all non-employees working on site. It is important to understand DWS's risk exposure and how to best mitigate that risk.

**Terms & Conditions** – Work with DWS legal counsel to develop standard Terms & Conditions. BDS has a wide library of Terms & Conditions from past Clients from which we can pull language and then modify it to suit your specific needs.

**Procurement Process** - Work with DWS accountant to insure PO and payment processes work with cash flow and accounting standards. We will develop standard RFP and RFQ language for DWS to use on future projects. We also believe that it may be beneficial to develop an Agreement for Services which could be used to engage contractors in long term relationships. This Agreement would set the basis for working rates and typical scopes, but each individual project would require a new cost proposal from the contractor and a new Purchase Order from DWS.

**Site Work Guidelines** – Work with insurance, legal, OSHA, City and School board to determine guidelines for working at DWS. This could include things as simple as a smoking policy, dress code, or music policy; but would likely include site safety requirements, hazardous material handling, chemical requirements, and other site specific working requirements. This document is signed by the contractor and becomes part of the contract.

**Site Specifications** – Develop material and product specifications that adhere to DWS standards. We propose to engage an Architect to work with us and with your facility manager to develop these specifications. The specification can be broken down by CSI division and issued at the beginning of each project to insure quality of product as well as consistency and ease of maintenance.

**FEE PROPOSAL continued**

**Accepted By:**

**OWNER/CLIENT:**

**The Denver Waldorf School**

By: *[Signature]*  
Printed Name: Cori Puvelic  
Title: Director of Business Affairs  
Date: 10-3-2012

**OWNER'S REPRESENTATIVE:**

**BEECHER DEVELOPMENT SERVICES, LLC**

By: \_\_\_\_\_  
Printed Name: Matthew R. Beecher  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# FEE PROPOSAL

Scope of Services: BDS proposes to provide the services described in the METHODS section of this proposal. We base our work for projects on an **hourly fee of \$85**. To demonstrate our commitment to Denver Waldorf School we propose a **reduced rate of \$75 per hour**. The scope DWS has requested is somewhat difficult to pin down with an exact lump sum fee, therefore we will outline what our best estimation of the time that will be required to complete the tasks described; and we would like to propose a fee range based on those hours.

## LONG TERM CAPITAL AND OPERATIONS PLANNING

- Become familiar with the CMP, HSA, and To Do List
  - Review the documents: 18 - 20 hours
  - Interview the authors: 6 - 8 hours
  - Meet with DWS responsible parties: 6 - 10 hours
- Group and prioritize projects
  - Set prioritization and categorization criteria: 4 - 5 hours
  - Review and complete Project List: 8 - 10 hours
  - Estimate project budgets: 14 - 22 hours
  - Prioritize and categorize projects: 4 - 8 hours
  - Develop a schedule for Capital Projects: 3 - 6 hours
  - Develop a schedule for Expense Projects: 3 - 6 hours
  - Develop a Preventive Maintenance Plan: 12 - 18 hours
  - Author a Project Execution Plan: 12 - 18 hours
  - Review and modify the PEP with DWS: 4 - 8 hours

**ESTIMATED HOURS: 94 - 139**

**FEE RANGE: \$7,050 - \$10,425**

## PROVIDE STANDARDIZED LANGUAGE

- Insurance Requirements: 5 - 6 hours
- Terms & Conditions: 9 - 10 hours
- Procurement Process: 20 - 22 hours
- Site Work Guidelines: 4 - 6 hours
- Site Specifications: 10 - 16 hours *\*Authored by architect*

**ESTIMATED HOURS: 48 - 60**

**FEE RANGE: \$3,600 - \$4,500**

## Payment Terms:

It is our intention to bill only for hours of work performed. The estimated hours above are only an estimate, though we feel comfortable that the described tasks can be completed within those estimates we cannot guarantee that will be the case. In order for DWS to properly budget BDS's time and expense we propose to track our time on a timesheet and submit that timesheet to DWS along with our invoice for approval every two weeks. Billing will occur on the 1st and 15th of each month for the previous period's work. Time will be tracked in half hour increments rounded to the nearest half hour. Invoices will be due 30 calendar days after invoicing.

## Exclusions and Clarifications: The following are excluded from the Scope of Services:

- Any Project Management services, including but not limited to, pre-construction estimating, scheduling, bidding, contracting, and site supervision, specifically associated with an individual project and it's planning or execution are excluded from this proposal.
- Should DWS require services not specifically identified in this proposal DWS may request BDS to perform additional services for the fee of \$75 per hour. BDS will submit to DWS a fee proposal and time estimate for any additional services requested.

## Reimbursable Expenses:

To the extent that BDS incurs any necessary, reasonable, and actual out-of-pocket expenses in connection with the Services, such as travel outside of the Denver metro area, printing, copying, long distance telephone, telecopy charges, express courier, or mail expenses, the expenses shall be reimbursed by DWS at BDS's actual cost plus 10% and must be approved in writing by the Client; provided, however, that (a) Client otherwise gives its prior written consent; and (b) when submitting its invoice for the Services, BDS shall provide to Client an itemized list of all reimbursable expenses and copies of the paid receipts therefore. Anticipated expenses for this Scope of Service include printing and reproduction costs.

**Exhibit A  
Deliverables**

Per the Proposal for Services dated 2/21/2012; the following is clarification as the product deliverables produced by BDS for DWS.

- **A Microsoft Excel spreadsheet** that can be used as a tool by DWS and will preliminarily include:
  - A prioritization and categorization of Projects
  - A complete Project List
  - A Rough Order of Magnitude (ROM) Project Budget Estimate
- **A Gantt Chart Activity Schedule** that will include:
  - A ROM Schedule for Capital Projects
  - A ROM Schedule for Expense Projects
- **A Preventive Maintenance Plan**
- **A Project Execution Plan**

BDS will provide a "Hand-Off" training session with DWS to review the deliverables as well as train DWS staff on the use and development of the Deliverables for future use by DWS.

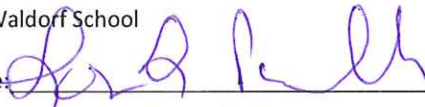
This Exhibit shall become part of the Agreement.

OWNER

Denver Waldorf School

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

  
10-3-2012

CONSULTANT

Beecher Development Services

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

