

MEMORANDUM OF UNDERSTANDING BETWEEN

BUILD PAGOSA, INCORPORATED

AND

ARCHULETA SCHOOL DISTRICT 50 JT

This Memorandum of Understanding (“MOU”), is entered into with an effective date of February 9, 2021, by and between Build Pagosa, Inc. a Colorado nonprofit corporation (BPI), and the Archuleta School District 50 JT, and public school district and political subdivision of the State of Colorado (“ASD”).

The purpose of this MOU is to outline the understandings and responsibilities of the above-named parties (the “Parties”) regarding the construction of a new Career and Technical Education (“CTE”) building (the “Facility”) by BPI on property owned by ASD. The construction of the Facility is herein referred to as the “Project.” The Parties intend to enter into a more detailed binding contract (the “Contract”) concerning the Project, to be finalized and mutually executed no later than August 27, 2021. The District hopes to have the project completed with student occupancy no later than September 5, 2023.

In the following lists of responsibilities, it is assumed that each Party will bear its own costs and expenses in participating in the Mutual Responsibilities; and that for the individual responsibility lists the duties of the responsible Party will be carried out at that Party’s own sole cost and expense, unless otherwise noted.

A. Mutual Responsibilities

1. To jointly schedule and attend meetings at regular agreed-upon intervals for planning and monitoring all phases of the Project;
2. To determine and mutually agree upon the Project scope, including but not limited to design, acquisition of materials and supplies, site preparation, utility installation, pre-construction activities, construction, and start-up;
3. To determine and mutually agree upon a Project budget, based upon engineering estimates and such other estimating expert input as the Parties may deem mutually appropriate;
4. To obtain and authorize respective legal services as needed to jointly prepare and finalize a mutually agreeable Contract;
5. To prepare and/or authorize joint press releases and other informational outreach to the community highlighting the Parties’ respective roles in the Project and the benefits of the Facility;
6. To establish and promote regular channels of communication between ASD and the business community within ASD’s service area for the ongoing and future growth and development of the CTE program; and

B. ASD responsibilities:

1. To provide the land upon which the Facility will be built;
2. To hire the general contractor and develop a suitable contract on a form acceptable to ASD.

3. To provide to BPI any and all surveys in its possession, any environmental reports, and any other information ASD has in its possession concerning the property that ASD proposes as the site for the Facility;
4. To authorize BPI to inspect the proposed site and do any and all reasonable acts and things (subject to ASD's Policies and Regulations) necessary to determine the suitability of the site;
5. To consult with the Colorado Geological Survey regarding any possible geological hazards relating to the building site;
6. To submit a site development plan to the City of Pagosa Springs;
7. To develop and provide a CTE program emphasizing (but not necessarily limited to) education in the building trades;
8. To provide qualified leadership, instructors and other staff for the CTE program that will utilize the Facility;
9. To establish a CTE Committee advisory to the ASD Board of Education;
10. To consult with BPI concerning CTE curriculum, staff, equipment, and program components;
11. To provide all liability insurance and property insurance for the completed Facility; and
12. To pro-actively provide information to parents and students to recruit students into the CTE program.
13. To provide all site work, surveys, geotechnical evaluation, engineering, and architectural review needed to determine the suitability of the site proposed by ASD and to prepare the site for construction;
14. To hire the design engineer and/or architect to provide plans and specifications;
15. Timeline for construction drawings will be dictated by donation acquisition. District will initiate the process once 50% of the funds have been raised.
16. To timely pay all invoices for design services as required by the contracts with all design service providers.

C. BPI Responsibilities:

1. To raise the necessary funds for the Project through donations, grants, and other means;
2. To confer with ASD in the design process to ensure that the Facility will conform to needs of ASD and its students;
3. To assist ASD with the preparation and submittal of a site development plan to the City of Pagosa Springs;
4. To reimburse ASD for the costs paid for design and construction services as required by the contracts with all design service providers, the general contractor, and other service providers. Those companies and individuals who provide services for the project and need to be paid will submit a pay application to the architect. The architect will review the pay application, certify that it should be paid, and forward it to ASD. ASD will review the pay application and make the payments for services that are properly documented. Once payments are made, the necessary documentation and a copy of the pay application certified by the architect will be forwarded to BPI, who will review the payment, and provided everything is in order, issue a reimbursement to ASD.

5. To collaborate with ASD, and the contractor to handle possible cost overages. Cost overages will be handled as follows: A contingency fund shall be established in the project budget, possibly 10% (Agreed upon between BPI, ASD, and Contractor). Prior to conducting any work which would lead to a cost overage (be it change in scope, time, cost, or unforeseen circumstance) a contractor shall have discussions with the architect, ASD, and BPI, explaining the reason that there might be a cost overage. If all are in agreement that a change needs to be made to the contract, a change order to the original contract shall be drafted and signed by all relevant parties. Only after the change order is properly and completely executed, may the contractor be compensated from the contingency fund.
6. To provide financial support for essential furnishings, fixture, and equipment for the CTE programs using the Facility, beyond the investment of the District's RISE grant funding.

Termination of the MOU:

This MOU will be incorporated by reference into the Contract and will remain in effect as a guidance document until the construction of the Facility is complete, whichever comes first. Any party intending to terminate this MOU early shall give no less than 30 days written notice to the other Parties, which notice shall contain a statement of the reasons for the intended termination, and shall include the offer of a meeting to take place within such 30-day notice period to discuss the intended termination and the reasons. Upon termination for any reason, neither Party shall have any claim or recourse against the other deriving from this MOU.

MOU Non-Binding:

NOTWITHSTANDING ANY OF THE WORDING OR LANGUAGE USED IN THIS MOU, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NEITHER BPI NOR ASD INTENDS TO BE LEGALLY BOUND BY THIS MOU OR ANY PROVISION HEREOF, AND THAT THIS MOU DOES NOT AND SHALL NOT CONSTITUTE A CONTRACT BETWEEN THE PARTIES.

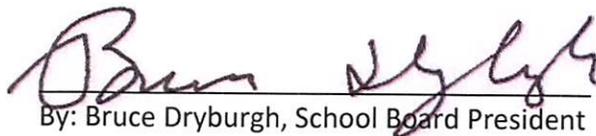
Signed this 9th day of February, 2021

BUILD PAGOSA, INCORPORATED

ARCHULETA SCHOOL DISTRICT 50 JT



By: Larry Ash, BPI President



By: Bruce Dryburgh, School Board President