

AGENDA

TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
April 6, 2016 - 6:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

1) CONSENT AGENDA

(Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member or Citizen so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Regular Agenda.)

- a. Board of Trustees Meeting Minutes – March 16, 2016
- b. Payment of Bills
- c. Liquor License Renewal – Love's Travel Stops

2) GENERAL BUSINESS

- a. Discussion – RFP for single provider trash service
- b. Ordinance 16-03, First Reading, An Ordinance amending the Hudson Hills PUD Development Plan & Guide to establish standards for accessory buildings in the Hudson Hills Planned
- c. Contract approval Fransen Pittman General Contractors for new Town Hall
- d. Contract approval LEED Consultant for new Town Hall
- e. Contract for Well Building Reconstruction - Velocity Plant Services
- f. Memorandum of Understanding with Colorado Department of Public Safety for school building inspection
- g. Discussion – RE3J Citizens Committee

3) STAFF REPORTS

4) ADJOURNMENT

Work Session:

- a. Discussion – Town Hall, Humphries Polis Architects

MINUTES
TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
March 16, 2016 - 6:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

Mayor Patch called the meeting to order at 6:00 p.m.

ROLL CALL

Mayor, Raymond Patch - Present
Trustee, Matt Cole – Present
Trustee, Laura Hargis – Present
Trustee, Christine Hamilton – Present
Trustee, Julia Stell – Absent
Trustee, Terri Davis – Present
Trustee, Maria Chavez - Present

Town Clerk/Treasurer, Linnette Barker took roll call, and a quorum of the Mayor Pro-Tem and (5) Trustees were present.

Town Staff Present:

Town Administrator – Joe Racine
Town Attorney – Corey Hoffmann
Town Clerk/Treasurer– Linnette Barker
Economic Development Director – Dan Hamsmith
Public Works Director – Ron Allen
Utility Director – Hunter Fobare
Town Marshal – Brent Flot
Recreation/Events Coordinator – Billie Stam

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

1) CONSENT AGENDA

(Consent Agenda Items are considered routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member or Citizen so requests, in which case the items may be removed from the Consent Agenda and considered at the end of the Regular Agenda.)

- a. Board of Trustees Minutes, Regular Meeting, March 3, 2016
- b. Payment of Bills

Trustee Chavez made a motion, seconded by Trustee Hamilton to approve the Consent Agenda.

The vote was as follows:

Aye: Trustees Chavez, Hamilton, Cole, Hargis, Davis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

2) GENERAL BUSINESS

a. Agreement for pre-construction services, Town Hall

Joe Racine, Town Administrator, reported that after the contractor interviews the Board of Trustee consensus was that Fransen Pittman General Contractors was the preferred candidate for the New Town Hall. The pre-construction service phase is the first step and is \$7,000.00 for Fransen Pittman to participate. Town Attorney, Corey Hoffmann is reviewing the full construction contract.

Trustee Chavez made a motion, seconded by Trustee Davis to approve the Letter of Intent with Fransen Pittman for pre-construction services for \$7,000.00.

The vote was as follows:

Aye: Trustees Chavez, Davis, Hargis, Hamilton, Cole, and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

b. Discussion – Wheel Chair Ramp

Ron Allen, Public Works Director, reported at the last meeting the Board of Trustees asked to staff to check on the cost of a ramp and to research the history of the previous wheel chair ramp at 733 Cedar St. The Town removed the ramp several years ago when downtown was repaved. The estimated cost to install an ADA approved ramp, truncated domes, signage and stripping is approximately \$3,500.00. It would be less expensive to designate a parallel parking space with striping and handicap markings in lieu of a ramp or to possibly extend the sidewalk and have a ramp on the end of the sidewalk.

Trustee Hargis made a motion, seconded by Trustee Chavez to approve the parallel parking space with striping and handicap markings in lieu of a ramp, and to get a price estimate on extending the sidewalk and bring the estimate back to the Board of Trustees.

The vote was as follows:

Aye: Trustees Hargis, Chavez, Cole, Davis, Hamilton, and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

c. Discussion – Gator Rubbish Contract

Dan Hamsmith, Economic Development Director, reported that Gator Rubbish was unable to attend the meeting and asked that this item be continued until the next Regular Board of Trustees Meeting.

Trustee Davis made a motion, seconded by Trustee Cole to request proposals from other trash companies for a contract for the Town of Hudson

The vote was as follows:

Aye: Trustees Davis, Cole, Chavez, Hargis, Hamilton, and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

3) STAFF REPORTS

Joe Racine, Town Administrator, reported that he is working on an agreement with Sparboe Farms for a one-year trial lease for Town water service.

Joe Racine reported that he is working with CDOT for possible ways to improve Hwy 52 by Love's Travel Stop.

Joe Racine reported that by Holly Street, east of Eastridge, the ditch is plugged and flooding the farm field to the east. This historical drainage question is being researched.

Joe Racine reported that he is working with Mike Tupa from UC Denver and with landscape architect students to do a detailed landscaping plan for the tree lawn by the new street area on Beech Street.

Corey Hoffmann, Town Attorney, reported that regarding the High Plains Library District litigation they applied to the court to enter into new contracts.

Billie Stam, Recreation/Events Coordinator, reported that she is starting an open gym program for Middle School and Elementary School age children. The Lunch with the Mayor program was successful one student from each class in grades 3-5 attended.

Brent Flot, Marshal, reported that he had a meeting with the Colorado Mounted Rangers; they are working on a MOU to provide volunteers for events.

Ron Allen, Public Works Director, reported that they have been working on maintaining the park equipment, the entryway sign area and crack sealing. He has requested quotes from four contractors for the asphalt, drainage, sidewalks and mill/overlay by Denver Plastics should have quotes in mid-April.

Hunter Fobare, Utility Director, reported that 312 new water meters have been installed around Town.

ADJOURNMENT

The meeting adjourned at approximately 6:48 p.m.

TOWN OF HUDSON, COLORADO

Mayor

ATTEST

Town Clerk

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

| Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|-----------------------------|----------------|--|--------------------|--------------|
| 03/31/2016 | 51545 | 1295 | Adamson Police Products | INV205987 | Body Armor - Deputy Ferguson | 10-66-7734 | 850.00 |
| Total 51545: | | | | | | | 850.00 |
| 03/31/2016 | 51546 | 886 | At Your Service Electric | 16108 | Booster Light | 70-68-6652 | 260.00 |
| 03/31/2016 | 51546 | 886 | At Your Service Electric | 16109 | Light Repair | 70-64-6710 | 293.67 |
| 03/31/2016 | 51546 | 886 | At Your Service Electric | 1615 | Booster Lights | 70-68-6652 | 1,429.67 |
| 03/31/2016 | 51546 | 886 | At Your Service Electric | 1657 | Garage Door Aerials | 10-68-7736 | 163.67 |
| Total 51546: | | | | | | | 2,147.01 |
| 03/31/2016 | 51547 | 45 | AT&T | 030416-0202 | Long Distance Service | 10-64-6410 | 71.64 |
| 03/31/2016 | 51547 | 45 | AT&T | 030416-0202 | Long Distance Service | 10-68-6410 | 35.82 |
| 03/31/2016 | 51547 | 45 | AT&T | 030416-0202 | Long Distance Service | 70-64-6410 | 35.82 |
| 03/31/2016 | 51547 | 45 | AT&T | 030416-0202 | Long Distance Service | 70-68-6410 | 35.82 |
| Total 51547: | | | | | | | 179.10 |
| 03/31/2016 | 51548 | 2 | Atmos Energy | 031016-3014 | Natural Gas Utility - 557 Ash Street | 10-64-6412 | 42.02 |
| 03/31/2016 | 51548 | 2 | Atmos Energy | 031016-3014 | Natural Gas Utility - 557 Ash Street | 70-64-6412 | 42.02 |
| Total 51548: | | | | | | | 84.04 |
| 03/31/2016 | 51549 | 1208 | BBR | 03219 | 15 Yard Dumpster - PW Shop | 10-68-6633 | 250.00 |
| Total 51549: | | | | | | | 250.00 |
| 03/31/2016 | 51550 | 1285 | Billie Stam | 032516 | Mileage - Easter Egg Hunt | 10-64-6213 | 8.32 |
| 03/31/2016 | 51550 | 1285 | Billie Stam | 032516 | Mileage - Architechts Meeting | 10-64-6213 | 19.22 |
| Total 51550: | | | | | | | 27.54 |
| 03/31/2016 | 51551 | 1256 | Brent Flot | 031016 | Office Equipment Reimbursement | 10-66-7730 | 338.54 |
| Total 51551: | | | | | | | 338.54 |
| 03/31/2016 | 51552 | 52 | Cardmember Service | 032116-0838 | Senior Coffee Time | 10-69-6730 | 14.66 |
| Total 51552: | | | | | | | 14.66 |
| 03/31/2016 | 51553 | 30 | Century Link | 030716-303- | Telephone Service - 303-536-4003 | 75-68-6410 | 102.28 |
| 03/31/2016 | 51553 | 30 | Century Link | 030716-303- | Fax Line | 10-64-6410 | 64.57 |
| 03/31/2016 | 51553 | 30 | Century Link | 030716-303- | Telephone Service - 303-536-9311 | 10-64-6410 | 98.17 |
| 03/31/2016 | 51553 | 30 | Century Link | 030716-303- | Telephone Service - 303-536-9311 | 70-64-6410 | 98.17 |
| 03/31/2016 | 51553 | 30 | Century Link | 030716-303- | Telephone Service - 303-536-9365 | 70-68-6410 | 53.86 |
| Total 51553: | | | | | | | 417.05 |
| 03/31/2016 | 51554 | 1306 | Citizens Bank of Las Cruces | 94493762-69 | Radio Read Water Meters Lease Purchase | 70-71-7790 | 30,772.01 |
| Total 51554: | | | | | | | 30,772.01 |

| Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|------------------------------------|----------------|---------------------------------|--------------------|--------------|
| 03/31/2016 | 51555 | 36 | Colorado Analytical Laboratories I | 160210044 | Water Samples | 70-68-6633 | 239.28 |
| 03/31/2016 | 51555 | 36 | Colorado Analytical Laboratories I | 160301065 | Wastewater Samples | 75-68-6633 | 214.20 |
| 03/31/2016 | 51555 | 36 | Colorado Analytical Laboratories I | 160308077 | Wastewater Samples | 75-68-6633 | 113.40 |
| 03/31/2016 | 51555 | 36 | Colorado Analytical Laboratories I | 160315059 | Wastewater Samples | 75-68-6633 | 113.40 |
| Total 51555: | | | | | | | 680.28 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 10-61-6036 | 6.53 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 10-62-6036 | .96 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 10-64-6036 | 183.44 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 10-65-6036 | 32.63 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 10-66-6036 | 73.80 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 10-67-6036 | 2.52 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 10-68-6036 | 96.64 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 10-69-6036 | 35.56 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 25-64-6036 | 109.08 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 70-64-6036 | 27.42 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 70-68-6036 | 73.18 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 75-64-6036 | 27.42 |
| 03/31/2016 | 51556 | 214 | Colorado State Treasurer | 030316 | Unemployment Insurance | 75-68-6036 | 54.74 |
| Total 51556: | | | | | | | 723.92 |
| 03/31/2016 | 51557 | 700 | Denver Industrial Sales & Service | 159592 | Crack Seal Tips | 10-68-6710 | 14,742.00 |
| Total 51557: | | | | | | | 14,742.00 |
| 03/31/2016 | 51558 | 1271 | Fastenal Company | COFTL11888 | Street Signs, Poles and Bases | 10-68-6712 | 3,627.44 |
| 03/31/2016 | 51558 | 1271 | Fastenal Company | COFTL22871 | Nuts, Bolts, Washers | 10-68-6710 | 852.73 |
| Total 51558: | | | | | | | 4,480.17 |
| 03/31/2016 | 51559 | 503 | Flowmation Inc. | 3566 | Water Repairs | 70-68-6652 | 200.00 |
| 03/31/2016 | 51559 | 503 | Flowmation Inc. | 3566 | WW Repairs | 75-68-6652 | 100.00 |
| Total 51559: | | | | | | | 300.00 |
| 03/31/2016 | 51560 | 54 | Fort Lupton City of | FIN2016068 | Share of O&M for Joint Facility | 70-68-6515 | 5,880.80 |
| Total 51560: | | | | | | | 5,880.80 |
| 03/31/2016 | 51561 | 1265 | Galls LLC | 005033869 | Red Dot Rifle Scope, Undervest | 10-66-7734 | 221.67 |
| 03/31/2016 | 51561 | 1265 | Galls LLC | 005033870 | Shooting Targets | 10-66-7734 | 75.59 |
| Total 51561: | | | | | | | 297.26 |
| 03/31/2016 | 51562 | 396 | Gator Rubbish | 320961 | Trash Service - 557 Ash Street | 10-64-6633 | 38.00 |
| 03/31/2016 | 51562 | 396 | Gator Rubbish | 320961 | Portable Toilet - April 2016 | 10-69-6415 | 190.00 |
| Total 51562: | | | | | | | 228.00 |
| 03/31/2016 | 51563 | 9 | Hector J. Brignoni MD | 030216 | Pre Employment Physical | 10-66-6632 | 160.00 |
| 03/31/2016 | 51563 | 9 | Hector J. Brignoni MD | 030216-1 | Employment Screening | 10-66-6632 | 30.00 |
| Total 51563: | | | | | | | 190.00 |

| Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|-----------------------------------|----------------|---|--------------------|--------------|
| 03/31/2016 | 51564 | 22 | Hoffmann Parker Wilson & Carber | 022916-4080 | Legal Services - Administration | 10-64-6630 | 3,925.92 |
| 03/31/2016 | 51564 | 22 | Hoffmann Parker Wilson & Carber | 022916-4080 | Legal Services - Community Development | 10-65-6630 | 214.50 |
| 03/31/2016 | 51564 | 22 | Hoffmann Parker Wilson & Carber | 022916-4080 | Legal Services - Municipal Court | 10-62-6630 | 313.50 |
| 03/31/2016 | 51564 | 22 | Hoffmann Parker Wilson & Carber | 022916-4080 | Legal Services - Home Rule Charter Commission | 10-64-6630 | 2,593.50 |
| 03/31/2016 | 51564 | 22 | Hoffmann Parker Wilson & Carber | 022916-4080 | Legal Services - Library Litigation | 10-64-6630 | 371.25 |
| 03/31/2016 | 51564 | 22 | Hoffmann Parker Wilson & Carber | 022916-4080 | Legal Services - Library Litigation | 25-64-6630 | 371.25 |
| Total 51564: | | | | | | | 2,602.92 |
| 03/31/2016 | 51565 | 1047 | JE-CO Equipment | W 1-1366 | Repairs - Backhoe | 10-68-6740 | 233.45 |
| 03/31/2016 | 51565 | 1047 | JE-CO Equipment | W 1-1383 | Dipstick Cap for Mack | 10-68-6740 | 9.92 |
| 03/31/2016 | 51565 | 1047 | JE-CO Equipment | W 1-1387 | Repair Single Cycle for Freightliner | 10-68-6740 | 280.11 |
| 03/31/2016 | 51565 | 1047 | JE-CO Equipment | W 1-1389 | Repair Mack Sander | 10-68-6740 | 508.12 |
| 03/31/2016 | 51565 | 1047 | JE-CO Equipment | W 1-1390 | Repair Hydraulic Hose for Plow Pivot | 10-68-6740 | 315.97 |
| 03/31/2016 | 51565 | 1047 | JE-CO Equipment | W 1-1391 | Repair F-250 Plow | 10-68-6740 | 227.20 |
| 03/31/2016 | 51565 | 1047 | JE-CO Equipment | W 1-1395 | Repair Single Axel on Freightliner | 10-68-6740 | 87.18 |
| Total 51565: | | | | | | | 1,661.95 |
| 03/31/2016 | 51566 | 276 | Joe Racine | 033116 | Mileage | 10-64-6213 | 41.58 |
| 03/31/2016 | 51566 | 276 | Joe Racine | 033116 | Computer, Camera, Phone | 10-64-6633 | 50.00 |
| 03/31/2016 | 51566 | 276 | Joe Racine | 033116 | Medicare Reimbursement | 10-64-6110 | 149.90 |
| Total 51566: | | | | | | | 241.48 |
| 03/31/2016 | 51567 | 1105 | Keene Auto Supply Inc. | 352102 | Filter for Freightliner | 10-68-6416 | 95.74 |
| 03/31/2016 | 51567 | 1105 | Keene Auto Supply Inc. | 352303 | Filters for Vehicle Maintenance | 10-68-6740 | 225.91 |
| 03/31/2016 | 51567 | 1105 | Keene Auto Supply Inc. | 352304 | Filters for Vehicle Maintenance | 10-68-6740 | 160.23 |
| 03/31/2016 | 51567 | 1105 | Keene Auto Supply Inc. | 352459 | Filters for Vehicle Maintenance | 10-68-6740 | 28.06 |
| 03/31/2016 | 51567 | 1105 | Keene Auto Supply Inc. | 352507 | Filters for Vehicle Maintenance | 10-68-6740 | 55.88 |
| 03/31/2016 | 51567 | 1105 | Keene Auto Supply Inc. | 352754 | Supplies | 75-68-6710 | 14.58 |
| Total 51567: | | | | | | | 580.40 |
| 03/31/2016 | 51568 | 840 | Ketterling Butherus & Norton Engi | 1131-002/000 | 1131-002 Hudson Water System Model | 70-71-6640 | 700.00 |
| Total 51568: | | | | | | | 700.00 |
| 03/31/2016 | 51569 | 1204 | Longmont Ford | 6082732/1 | Truck Repair | 75-68-6740 | 443.66 |
| Total 51569: | | | | | | | 443.66 |
| 03/31/2016 | 51570 | 1307 | Northwest Parkway | 6109626 | Toll Road | 10-68-6212 | 4.75 |
| Total 51570: | | | | | | | 4.75 |
| 03/31/2016 | 51571 | 6 | Office Depot | 1912787115 | Office Equipment | 10-66-7730 | 359.89 |
| 03/31/2016 | 51571 | 6 | Office Depot | 1912787117 | Stamps | 10-66-6720 | 9.80 |
| Total 51571: | | | | | | | 369.69 |
| 03/31/2016 | 51572 | 456 | Protection One Alarm Monitoring I | 032016-5079 | Alarm Monitoring System | 10-64-6415 | 176.85 |

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|------------------|--------------|---------------|-------------------|----------------|--|--------------------|--------------|
| Total 51572: | | | | | | | 176.85 |
| 03/31/2016 | 51573 | 509 | Quill Corporation | 4005307 | Office Supplies | 10-64-6720 | 159.96 |
| 03/31/2016 | 51573 | 509 | Quill Corporation | 4005307 | Coffee, Candy, Batteries | 10-64-6710 | 89.94 |
| 03/31/2016 | 51573 | 509 | Quill Corporation | 4048164 | Office Supplies - Binders | 10-64-6720 | 47.96 |
| 03/31/2016 | 51573 | 509 | Quill Corporation | 4067189 | Candy for Meetings and Residents | 10-64-6710 | 49.98 |
| 03/31/2016 | 51573 | 509 | Quill Corporation | 4168815 | Election Judge Supplies | 10-63-6710 | 61.92 |
| 03/31/2016 | 51573 | 509 | Quill Corporation | 4168815 | Office Supplies - Business Cards/Post-It Notes | 10-64-6720 | 110.92 |
| 03/31/2016 | 51573 | 509 | Quill Corporation | 4170562 | Election Judge Supplies | 10-63-6710 | 23.40 |
| 03/31/2016 | 51573 | 509 | Quill Corporation | 4222108 | Ops Board | 75-68-6710 | 199.97 |
| Total 51573: | | | | | | | 744.05 |
| 03/31/2016 | 51574 | 1146 | Rebecca Utecht | 033116 | Mileage - Bank Deposits | 10-64-6213 | 9.72 |
| 03/31/2016 | 51574 | 1146 | Rebecca Utecht | 033116 | Mileage - Bank Deposits | 10-64-6213 | 9.72 |
| 03/31/2016 | 51574 | 1146 | Rebecca Utecht | 033116 | Cell Phone - April 2016 | 10-64-6411 | 25.00 |
| Total 51574: | | | | | | | 44.44 |
| 03/31/2016 | 51575 | 587 | Roy Froncyk | 031316 | Plotter Ink and Paper for Maps | 10-65-6720 | 272.35 |
| Total 51575: | | | | | | | 272.35 |
| 03/31/2016 | 51576 | 5 | United Power | 030916-1553 | Electric - Town Hall | 10-64-6413 | 169.89 |
| 03/31/2016 | 51576 | 5 | United Power | 030916-1553 | Electric - Town Hall | 70-64-6413 | 169.88 |
| 03/31/2016 | 51576 | 5 | United Power | 031616-1800 | Electric - 258 5th Avenue | 10-68-6413 | 10.67 |
| 03/31/2016 | 51576 | 5 | United Power | 032316-1519 | Hudson Street Lighting | 10-68-6414 | 1,313.98 |
| 03/31/2016 | 51576 | 5 | United Power | 032316-1519 | Ballpark Lights | 10-69-6413 | 19.69 |
| 03/31/2016 | 51576 | 5 | United Power | 032316-1519 | Big Ballfield Lights | 10-69-6413 | 16.00 |
| 03/31/2016 | 51576 | 5 | United Power | 032316-1519 | Well - 22900 Service Rd. | 70-68-6413 | 26.25 |
| 03/31/2016 | 51576 | 5 | United Power | 032316-1519 | Electric - 1100 5th Avenue | 70-68-6413 | 30.31 |
| 03/31/2016 | 51576 | 5 | United Power | 032316-1519 | Electric - Water Pump Station - 800 E WCR 16 | 70-68-6413 | 762.82 |
| 03/31/2016 | 51576 | 5 | United Power | 032316-1690 | Electric - 21057 Hwy 52 | 75-68-6413 | 1,742.64 |
| 03/31/2016 | 51576 | 5 | United Power | 032316-8697 | Electric - RO Plant | 70-68-6413 | 1,831.63 |
| 03/31/2016 | 51576 | 5 | United Power | 032316-9314 | Electric - 5594 WCR 47 | 70-68-6413 | 820.96 |
| Total 51576: | | | | | | | 6,914.72 |
| 03/31/2016 | 51577 | 99 | USA BlueBook | 899543 | Pump Tubes | 75-68-6710 | 95.58 |
| 03/31/2016 | 51577 | 99 | USA BlueBook | 899543 | Fire Hydrant Adapter | 70-68-6710 | 146.93 |
| Total 51577: | | | | | | | 242.51 |
| 03/31/2016 | 51578 | 536 | Verizon Wireless | 9761879884 | Cell Phone Service - Mayor Patch | 10-61-6411 | 52.45 |
| 03/31/2016 | 51578 | 536 | Verizon Wireless | 9761879884 | Cell Phone Service - Admin | 10-64-6411 | 17.21 |
| 03/31/2016 | 51578 | 536 | Verizon Wireless | 9761879884 | Cell Phone Service- Marshal | 10-66-6411 | 78.86 |
| 03/31/2016 | 51578 | 536 | Verizon Wireless | 9761879884 | Cell Phone Service - PW | 10-68-6411 | 71.54 |
| 03/31/2016 | 51578 | 536 | Verizon Wireless | 9761879884 | Cell Phone Service - Rec Director Stam | 10-69-6411 | 52.45 |
| 03/31/2016 | 51578 | 536 | Verizon Wireless | 9761879884 | Water Cell Phone Service | 70-64-6411 | 15.66 |
| 03/31/2016 | 51578 | 536 | Verizon Wireless | 9761879884 | Water Ops Cell Phone Service | 70-68-6411 | 15.66 |
| 03/31/2016 | 51578 | 536 | Verizon Wireless | 9761879884 | Wastewater Cell Phone Service | 75-68-6411 | 15.66 |

| Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Check Amount |
|------------------|--------------|---------------|-------------------------|----------------|--|--------------------|--------------|
| Total 51578: | | | | | | | 67.81 |
| 03/31/2016 | 51579 | 293 | Virulent Solutions Inc. | H160315 | Computer, Server Updates and Maintenance | 10-64-6633 | 902.50 |
| 03/31/2016 | 51579 | 293 | Virulent Solutions Inc. | H160317AD | Setup new users, Finish Becky's Computer | 10-64-6633 | 285.00 |
| 03/31/2016 | 51579 | 293 | Virulent Solutions Inc. | H16031ADMI | Setup Dell Vostro | 10-64-6633 | 760.00 |
| 03/31/2016 | 51579 | 293 | Virulent Solutions Inc. | H160321PR | Setup Becky's Computer | 10-64-6633 | 1,187.50 |
| 03/31/2016 | 51579 | 293 | Virulent Solutions Inc. | H160322PR | Finish Setting Up Computer | 10-64-6633 | 712.50 |
| Total 51579: | | | | | | | 3,847.50 |
| Grand Totals: | | | | | | | 81,517.46 |

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

**RETAIL LIQUOR OR 3.2 BEER
 LICENSE RENEWAL APPLICATION**

| Fees Due | |
|--------------------------------|---------|
| Renewal Fee | \$96.25 |
| Storage Permit \$100 x _____ | _____ |
| Optional Premise \$100 x _____ | _____ |
| Related Resort \$75 x _____ | _____ |
| Amount Due/Paid | |

MAR 14 2016 LOVE'S TRAVEL STOP #377
 PO BOX 26210
 OKLAHOMA CITY OK 73126-0210

Make check payable to Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

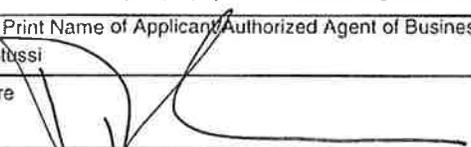
RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

| | | | | |
|--|--|--|-------------------------------------|-------------------------------------|
| Licensee Name LOVE'S TRAVEL STOPS & COUNTRY STORES INC | | DBA LOVE'S TRAVEL STOP #377 | | |
| Liquor License # 09300810015 | License Type 3.2% Beer Off Premises (city) | Sales Tax License # 09300810015 | Expiration Date 7/15/2016 | Due Date 5/31/2016 |
| Operating Manager Walter Dewayne Porter | Date of Birth 01/12/1970 | Home Address 400 N 19th Avenue Apt C306 Brighton, CO 80601 | | |
| Manager Phone Number 405-613-1143 | | Email Address storelicensing@loves.com | | |
| Street Address 201 E COLORADO HWY 52 HUDSON CO 80642 | | | | Phone Number 405-463-8891 |
| Mailing Address PO BOX 26210 OKLAHOMA CITY OK 73126-0210 Attn: Store Licensing | | | | |

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented *If rented, expiration date of lease _____
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

| | |
|--|--|
| Type or Print Name of Applicant/Authorized Agent of Business Doug Stussi | Title Executive Vice President - CFO |
| Signature  | Date 3/17/14 |

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

| | |
|-------------------------------|--------|
| Local Licensing Authority For | Date |
| Signature | Title |
| | Attest |

INSPECTION REPORT

| Case Number 16HP00202 | | | Date of Report 03/30/2016 | |
|--|-------------------------------------|-------------------------------------|---|---------|
| Name LOVES TRAVEL STOP | | | Time In/Out | |
| Trade Name LOVES TRAVEL STOP | | | Manager Bonnie Warner | |
| Address 201 E. BISON HY | | | License Type 3.2% RETAIL OFF PREMISE | |
| City HUDSON | State CO | Zip 80642 | Telephone 303-536-9900 | |
| Yes | No | N/A | Item | Comment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Valid State Liquor License Posted | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Valid State Sales Tax License Posted | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Valid Local License Posted | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Valid Federal Tax Stamp Posted | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Valid Food Service License Posted | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Minor Warning Sign Posted | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Meals or Snacks Available | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Cleanliness is Adequate | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Books and Invoices Available | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Beer Stock Acceptable | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Wine Stock Acceptable | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Liquor Stock Acceptable | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Alcohol Purchased from Permitted Sources | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Compliance with Gambling Restrictions | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Manager Registered with Authorities | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Licensee in Possession/Control of Premises | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Trade Name Properly Registered | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Compliance with Intoxicated Sale Restrictions | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Compliance with Sale to Minor Provisions | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Premise Physical Control Adequate | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Acceptable Dispensing Systems | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Off Premise Storage Licensed | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Only Permitted Items Sold | |
| Other Issues: N/A | | | | |
| Warning Issued Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | | Warned About: | |
| Investigator Name/Number B. FLOT H251 Person Advised: | | | | |

Liquor/Beer License Worksheet

The following concerns are noted: _____

N/A

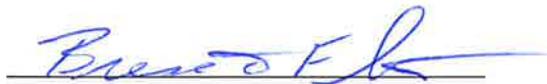
The Licensee and the Marshal's Office have collectively agreed to implement the following to correct concerns noted above: (A time line and corrective action should be listed for each concern)

N/A

Tom Love
Establishment Owner, Please Print

03/30/2016
Date


Establishment Signature


Marshal's Signature

Use another sheet of paper or attach separate proposal to this packet if needed.

Attach copies of all reports associated with this establishment for the last year.

Both the Marshal and the Owner of the establishment will be required to attend the Liquor Hearing to testify to the above agreement.

MEMORANDUM

2.a.

To: Board of Trustees

From: Dan Hamsmith, Director of Economic Development 

Date: April 6, 2016

Subject: Exclusive Residential Solid Waste Collection Service RFP / Contract Terms

In the preparation of a Request for Proposals (RFP) for an Exclusive Residential Refuse, Recyclables and Yard Waste (Solid Waste) Collection Service for the Town of Hudson, contract services need to be specified. I am asking for feedback from the Board of Trustees on the bulleted items below as well as any other items the Board would like me to include in the RFP / Contract.

- What defines the term Exclusive Residential? Is it single family homes only? Does it include multi-family units (MFU's)? If so, how many units... up to four units, up to eight units?
- What type of recycling service should be provided? Does the town continue with community-based recycling? If so, do we expand our capacity for large container (20/30 yard dumpsters) recycling and include opportunities for residents to keep their properties in optimal condition on a per need basis thereby eliminating the need for spring and fall clean-up events? The RFP could also specify a designated pickup time (i.e. once a month) where residents could put out bulk items curbside for pick up. Or, do we go back to single stream (fully commingled) curbside recycling at each residence? If we go back to curbside recycling, is it done on a weekly or bi-weekly basis?
- Do we mandate the use of collection carts? Or, do we allow residents to choose their own type of containers?
- Do we request a Pay-As-You-Throw system for senior citizens or residents that only fill a trash container once or twice a month?
- What policies should the town identify as contractual requirements with regards to Customer Service?
- Should any consideration be given to the theft of service issue?
- Do we implement a Penalty Policy for infractions to the agreed upon contracted services?
- What hours and day(s) of operation do we want to allow?
- What other services would you like to see provided (i.e. public informational meetings upon selection of company to fulfill the contract, promotion / education)?
- Does the town issue a single year contract or multi-year contract (1, 3, 5 year)? Do we make provisions for a contract extension (1, 3, 5 year, multiple single year)?

These items of consideration are in addition to the legal compliance, indemnification and insurance requirements that will be included as part of the RFP and contract.

I look forward to your thoughts and questions.

MEMORANDUM

2.b.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: April 6, 2016
Subject: Ordinance No. 16-03, First Reading, amending Hudson Hills PUD

Attachment

Attached is Ordinance No. 16-03, proposed for consideration on first reading at this meeting. The ordinance would amend the PUD plan for Hudson Hills to add standards for accessory buildings. The builder in Hudson Hills has had requests for accessory buildings that would not conform to the default residential zoning standards.

Planned Development zoning, commonly called PD or PUD, is a zoning category that provides flexibility by allowing unique standards to be applied within individual developments. Those standards are described in a development plan that is approved through a rezoning process and recorded in the County records. Property that is not zoned PD is zoned within one of the "conventional" zoning districts and subject to the standards within such district. In the event that an approved PD plan is silent on any of the usual categories of zoning standards then the standards from the closest conventional district apply.

Hudson Hills is a large lot (1/2 acre) residential subdivision with a PD plan that was approved and recorded in 2008. The standards in the plan do not address height and size of accessory buildings, so the default standards from the R-1 district and from the general standards for accessory buildings apply, including:

- Not more than sixty percent (60%) of the area of a lot shall be covered by the main building and all accessory buildings
- The accessory building or structure shall be subordinate to and customarily found with the principal use of the land or site and shall be located on the same lot as the principal use.
- The height of an accessory building shall not exceed ten (10) feet at the roof eaves above the ground measured at the building foundation.
- The total height of the accessory building shall not exceed that allowed in the zoning district of the principal use.
- There shall be no more than three (3) accessory buildings on any lot.

Given the nature of the large lots in Hudson Hills, and the request from prospective buyers to allow for accessory buildings to store large recreational vehicles, the builder has requested a change to the PUD plan to provide custom accessory building standards. Ordinance No. 16-03 provides as follows:

MEMORANDUM

April 6, 2016

Page 2 of 2

- (a) An accessory building or structure shall be subordinate to and customarily found with the principal use of the land or site and shall be located on the same lot as the principal use.
- (b) Accessory buildings shall be operated and maintained for the benefit or convenience of the occupants of the premises which contain the principal use.
- (c) All setbacks for accessory uses shall conform to the setbacks as outlined in Section II, C, above.
- (d) The total floor area of all accessory buildings or structures on a lot shall not exceed one thousand (1,000) square feet.
- (e) The distance from the ground to an accessory building's roof eaves shall not exceed fourteen (14) feet, and the total height of the accessory building shall not exceed that allowed for a principal use.
- (f) There shall be no more than three (3) accessory buildings on any lot.

(a) and (b) are restated from the zoning code for clarity. Setbacks in (c) refer to the setbacks for all buildings contained in the current Plan.

The total floor area of all accessory buildings is a point of discussion that should consider the size of the lots. In R-1, the total lot coverage by buildings is restricted to 60% of lot area. That would be 3,600 square feet of buildings on a 6,000 square foot lot. By that standard a half-acre lot would permit over 13,000 square feet of buildings. (d) would set a more reasonable limit.

Raising the height from ten feet at the eaves to 14 feet would permit storage of higher vehicles in a barn or garage. This would be appropriate for larger lots such as those in Hudson Hills. And the restriction to a maximum of three accessory buildings would prevent over-building.

If approved, this matter will be referred to the Planning Commission for public hearing. Second reading and public hearing is tentatively scheduled for the Board on April 20th.

ORDINANCE NO.

16-03
Series of 2016

TITLE: AN ORDINANCE AMENDING THE HUDSON HILLS PUD DEVELOPMENT PLAN & GUIDE TO ESTABLISH STANDARDS FOR ACCESSORY BUILDINGS IN THE HUDSON HILLS PLANNED DEVELOPMENT

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HUDSON, COLORADO, THAT:

Section 1. Section II – Design Standards and Guidelines of the HUDSON HILLS PUD DEVELOPMENT PLAN AND GUIDE as approved by the Board of Trustees on July 2, 2008, is amended by the addition of the following:

H. Standards for Accessory Uses and Buildings.

- (a) An accessory building or structure shall be subordinate to and customarily found with the principal use of the land or site and shall be located on the same lot as the principal use.
- (b) Accessory buildings shall be operated and maintained for the benefit or convenience of the occupants of the premises which contain the principal use.
- (c) All setbacks for accessory uses shall conform to the setbacks as outlined in Section II, C, above.
- (d) The total floor area of all accessory buildings or structures on a lot shall not exceed one thousand (1,000) square feet.
- (e) The distance from the ground to an accessory building's roof eaves shall not exceed fourteen (14) feet, and the total height of the accessory building shall not exceed that allowed for a principal use.
- (f) There shall be no more than three (3) accessory buildings on any lot.

Section 2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Hudson, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

INTRODUCED, READ IN FULL, AND ADOPTED this _____.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

PASSED ON SECOND AND FINAL READING this _____, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

MEMORANDUM

2.c.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: April 6, 2016
Subject: Contract for construction of the new town hall, Fransen Pittman

Attachment

Attached is the proposed Construction Manager-General Contractor (CM-GC) contract with Fransen Pittman Construction Company, Inc., for construction of the new town hall. Fransen Pittman was selected from among four finalists who were interviewed by the Board at an earlier meeting. They were previously awarded a small contract for pre-construction services and have been working with staff and with the architect on final design and budget.

The CM-GC contracting method was successfully used by the Hudson Library and Fransen Pittman on the new library. It provides for active inclusion of the contractor in the building final design and for completion of the project within a guaranteed maximum price. That price is intended to be within the budget as described in the grant contract with the Department of Local Affairs. During the design-development phase the Town, the architect and the contractor examine alternative building materials, site design, and other variables in the effort to keep the project within budget.

Corey Hoffmann will complete his review of the contract prior to the meeting. I recommend approval of the contract, subject to any changes required by Corey.

DRAFT AIA® Document A133™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the [redacted] day of [redacted] in the year [redacted]
(In words, indicate day, month and year.)

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

«Town of Hudson »« »
«557 Ash Street
Hudson, CO 80642
Telephone Number: 303-536-9311 »

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

«Fransen Pittman Construction Company, Inc.
9563 South Kingston Court
Englewood, CO 80112 »« »
« » Telephone Number: 303-783-3900

for the following Project:
(Name and address or location)

«Hudson Town Hall»
«80 South Beech Street
Hudson, CO 80642

A new one-story public town hall, approximately 10,000 GSF and adjacent sitework.

»

The Architect:
(Name, legal status and address)

« Humphries Poli Architects
2100 Downing Street #100
Denver, CO 80205
Telephone Number: 303-607-0040 »« »
« »

The Owner's Designated Representative:
(Name, address and other information)

Joe Racine
Hudson Town Hall
557 Ash Street
Hudson, CO 80642

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information, as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Telephone Number: 303-536-9311»

« »
« »

The Construction Manager's Designated Representative:
(Name, address and other information)

« Beau LaCouture
Fransen Pittman General Contractors
9563 South Kingston Court

Englewood, CO 80112
Telephone Number: 303-783-3900

»
« »
« »
« »
« »
« »

The Architect's Designated Representative:
(Name, address and other information)

«Ryan Wallace
Humphries Poli Architects
2100 Downing Street #100
Denver, CO 80205
Telephone Number: 303-607-0040

»
« »
« »
« »
« »
« »

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager. See Exhibit B.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and

Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the

establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- 1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- 2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- 3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- 4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- 5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. Owner, however is tax exempt and Construction Manager shall, to the extent possible, avoid payment of any such taxes.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007 (Exhibit B), the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence within ten (10) calendar days after completion of all of the following:

- .1 Owner's approval of the total Cost of the Work;
- .2 Owner furnishing evidence of ability to finance the entire Cost of the Work;
- .3 Procurement of a complete and final Building Permit and other permits necessary for the commencement and continuity of construction operations;
- .4 Issuance of a notice to proceed.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is

awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007. See Exhibit B.

§ 2.3.2.9 There is no bonus incentive for early completion of this Project, nor will liquidated damages be assessed for failure to substantially complete the project by the Substantial completion Date.

§ 2.3.2.10 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.11 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–200 (Exhibit B) 7 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 (Exhibit B) shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007 (Exhibit B), the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007 (Exhibit B), Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« \$7,000 based on an assumed job value of \$2.8 million dollars. »

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within (60) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «sixty» («60») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

One and one half percent (1.5%) per month

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«Three percent (3%) the total Cost of the Work and this will be included in the Guaranteed Maximum Price. »

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« Should the Guaranteed Maximum Price be either increased or decreased, the Construction Manager's Fee shall be adjusted by Three Percent (3%) of the Cost of the Work.
»

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« » Subcontractor's overhead and profit for increases in the Cost of the Work is limited to Fifteen Percent (15%) maximum total markup.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall be as shown in the Standard Tool and Equipment Rental Pricing List. See Exhibit C.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| None | | |

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. Contractor does not guarantee any specific line estimate provided within the Guaranteed Maximum Price.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

« Construction Manager shall return One Hundred Percent (100%) of any savings under the Guaranteed Maximum Price to Owner in the final project Change Order.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction (Exhibit B). The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction. (Exhibit B).

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007(Exhibit B) and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007(Exhibit B) shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7 and modified by Section 11.5.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Labor rates of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Labor rates of the Construction Manager's supervisory and administrative personnel. See Section 11.5. *(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

§ 6.2.3 Labor rates of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. See Section 11.5.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 General project close-out costs will be billed as Cost of the Work subject to overall GMP of the project.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.3.1 Contractor reserves the right to self-perform work typically performed by subcontractors with prior owner approval. Contractor will bill this work to the contract in a lump sum billing. These costs will be included within the contract Guaranteed Maximum Price.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval. See Exhibit C.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work including automobile allowances and cell phones.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable. Owner, however is tax exempt and Construction Manager shall, to the extent possible, avoid payment of any such taxes.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007(Exhibit B) or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007(Exhibit B) or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

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

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007(Exhibit B).

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or

correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 (Exhibit B) or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Owner shall be afforded access to the Contractor's record books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. Any audit shall be performed by a qualified construction CPA selected by Owner and acceptable to Contractor, acting in the sole interest of the Owner. The cost of the audit shall be the sole responsibility of the Owner. All audit findings will be considered confidential

and can only be disclosed between Owner, Owner's Auditor and Contractor unless the Auditor's findings result in a dispute which reasonably requires further disclosure. Otherwise, no disclosure of any audit findings will be allowed to any other party. The Contractor shall preserve all such records for a period of three (3) years after the final payment or longer where required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.1.1 Payments by the Owner to the Contractor will be in the form of a wire transfer of ~~electronic funds or a~~ written check whichever is acceptable to Owner.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the « fifth » day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the « fifth » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « thirty » (« 30 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007 (Exhibit B);
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

- .3 Add the Construction Manager's Fee, less retainage of ~~8 (8) %~~ percent (~~« 8 »~~ « 10 » %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ~~8 (8) %~~ percent (~~« 8 »~~ « 10 » %) withheld from every progress payment until the project is fifty percent (50%) complete based on the Guaranteed Maximum Price. Upon satisfactory completion and acceptance of that portion of the Work, retainage will be reduced to zero percent (0%) on all future progress payments through the duration of the project, as long as Contractor maintains progress and quality acceptable to the Owner.
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 (Exhibit B).

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007 (Exhibit B), and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« Final Payment to Construction Manager shall be made pursuant to C.R.S. § 24-91-101, *et seq.*

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for

withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007 (Exhibit B). The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007 (Exhibit B). A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner’s request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

| Type of Insurance or Bond | Limit of Liability or Bond Amount (\$0.00) |
|----------------------------|--|
| General Liability | \$ 2,000,000 General Aggregate \$2,500 |
| Automotive | \$ 1,000,000 Combined Single Limit |
| Umbrella | \$10,000,000 General Aggregate |
| Workers’ Compensation | \$ 500,000 Each Accident \$5,000 |
| | \$ 500,000 By Disease Each Employee |
| | \$ 500,000 By Disease Per Policy Limit |
| Builder’s Risk | \$ value of work completed |
| Payment & Performance Bond | 100% of Guaranteed Maximum Price |

§ 8.1 The Contractor’s insurance rates are based on the limits listed above in this Contract. These rates are fixed, non-negotiable, and included in the Contractor’s General Conditions as follows:

| | |
|------------------------|---------------------------------------|
| General Liability | \$7.75/\$1,000 |
| Umbrella | \$4.85/\$1,000 |
| Builders Risk | \$TBD/\$1,000 (for length of Project) |
| Professional Liability | \$1.10/\$1,000 |

§ 8.2 It is understood and agreed that the Contractor is providing builders risk insurance coverage only for an amount equal to the Cost of the Work. The Contractor specifically disclaims responsibility for losses in excess of the Cost of the Work regardless of who caused said losses and regardless of who is in control of the Project. The Owner agrees to accept such additional financial responsibility by providing all risk insurance coverage for losses in excess of the Cost of Work.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: (Specify)

§ 9.3 Direct discussions see AIA Document A201 section 15.2 The Owner's designated representative shall be Joe Racine, Hudson Town Hall, 303-536-9311

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007. See Exhibit B.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work (including retainage) incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction

Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007(Exhibit B).

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007(Exhibit B) shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007(Exhibit B). In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007 (Exhibit B).

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007(Exhibit B) shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 (Exhibit B) shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007 (Exhibit B), neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§11.6.1 Contractor is responsible only for construction of the Project according to the Contract Documents.

Contractor is not a licensed design professional and has no professional qualifications in architecture, structural, mechanical, electrical, civil or acoustical engineering. Any value engineering recommendations or alternate material suggestions by Contractor are subject to prior approval and acceptance by Owner and Architect.

§11.6.2 The Contract excludes all utility development fees.

§11.6.3 The Contract excludes all municipal development fees.

§11.6.4 Owner acknowledges that soil movement beneath the building improvements may cause damage to

the structure. There are various ways of construction improvements on soils that move that can help reduce this risk of damage. It is Contractor's and Architect's responsibility to review with Owner the Soils Report and to assist Owner in becoming informed of various methods of construction and risk of damage due to soil movement associated with the various methods. It is Owner's responsibility to determine which method of constructing the improvements that Owner desires to employ and how much risk Owner is willing to accept. Owner acknowledges that it may not be possible to totally eliminate the risk of soil movement and damage to the building improvements. Provided that Contractor constructs the Project substantially in accordance with the Contract Documents, Owner agrees to indemnify, defend and hold Contractor harmless from any claims for damages that may result from soil movement.

§11.6.5 It is the responsibility of the Owner to address all potential issues with adjoining property owners such as party lines, zero lot lines, site drainage, etc. before the commencement of construction. The Contractor specifically excludes costs resulting from issues with adjoining properties.

§11.6.6 Due to monthly fluctuations in the construction material market, Contractor cannot guarantee that there will not be price increases for materials incorporated in this project. Contractor will do everything within reason to mitigate any such cost increases. Owner shall assume the risk of all material price increases, and Contractor assumes the risk of providing the project for the Guaranteed Maximum Price agreed upon.

§11.6.7 Current market quotations for asphalt paving include a qualification which allows the subcontractor to adjust their final contract amount should the national market rate for asphaltic cement be increased after the time the project price is initially quoted. Should there be such a price increase request from the asphalt paving contractor, Contractor will be allowed to be reimbursed such increase from Owner, so long as the Cost of the Work does not exceed the Guaranteed Maximum Price agreed upon.

§11.6.8 Asphalt pricing is based on quantities shown in the drawings. Final cost of asphalt pricing will be adjusted up or down based on final actual field measured quantities installed in accordance with the Guaranteed Maximum Price agreed upon.

§11.6.9 Contractor's labor rates are fixed and non-auditable as follows:

| | |
|---------------------------|--------------|
| Project Manager | \$85.94/hr. |
| Assistant Project Manager | \$64.06/hr. |
| Estimator | \$67.95/hr. |
| Superintendent | \$76.45/hr. |
| Project Engineer | \$50.61/hr. |
| Foreman | \$68.25/hr. |
| Project Coordinator | \$38.29/hr. |
| . | |
| Lead Man | \$59.01/hr. |
| Carpenter | \$55.77/hr. |
| Carpenter Apprentice | \$38.18/hr. |
| Laborer | \$31.39/hr. |
| Surveyor | \$138.00/hr. |

* Overtime rates will be billed at one and one-half (1 ½) times the above rates.

** These rates are subject to change at the beginning of every calendar year.

§11.6.10 The Project Manager will be charged to the Cost of the Work on an hourly basis, regardless of location where working, but only for that portion of his/her time required for the Work.

§11.6.11 The Project Engineer will be charged to the Cost of the Work on an hourly basis, regardless of location where working, but only for that portion of his/her time required for the Work. Project engineering time associated with administration of trade specific shop drawings and submittals will be billed to the respective CSI division/trade.

§11.6.12 The Project Coordinator will be charged to the Cost of the Work on an hourly basis, regardless of

location where working, but only for that portion of his/her time required for the Work.

General Conditions / General Requirements are limited per RFP and Proposal.

§11.6.14 The Contract excludes all ground water testing, filtration or sediment control.

§11.6.15 The Contract excludes any dewatering of caissons, excavations or other ground water, unless specifically included in the work.

§11.6.16 The State Storm Water Permit will be assigned to Owner upon Substantial Completion or suspension of the Work or termination of the Contract. It is understood that upon such assignment, Owner accepts full responsibility for the terms of this permit once assigned to Owner.

§11.6.17 The Contract excludes all hazardous material sampling, testing and abatement.

§11.6.19 Contractor does not warrant slabs-on-grade and slabs cast on metal decking against cracking that will affect the aesthetic characteristics of the floor.

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 Other documents:
(List other documents, if any, forming part of the Agreement.)

« Exhibit A

AIA Document A133-2009 GMP Amendment

Exhibit B

AIA Document A201-2007 (as modified)

Exhibit C

Standard Tool and Equipment Rental Pricing List

Fransen Pittman General Contractors proposal dated February 26, 2016.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

TEBRA

MEMORANDUM

2.d.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: April 6, 2016
Subject: Contract with Humphries Poli Architects for LEED consulting services

Attachment

Attached is the proposed contract with Humphries Poli Architects for additional services, providing for a LEED consultant to advise us on compliance with the specialized requirements for "LEED Gold" certification for the new Town Hall. LEED Gold was a requirement of the Energy and Mineral Impact Assistance Fund grant. Humphries Poli has retained the services of a consulting firm, Group 14, to provide these services. The amount of the contract is \$61,900 plus expenses. I've asked for a clarification of some topset cost for mileage, copies or other direct expenses. \$61,900 is the amount in the grant budget.

Corey Hoffmann will complete his review of the contract prior to the meeting. I recommend approval of the contract, subject to any changes required by Corey.

16 March 2016

Joe Racine
Town Administrator
Town of Hudson
557 Ash Street
P.O. Box 351
Hudson, CO 80642

**RE: Hudson Town Hall
Additional Service #01 – LEED Certification / Services**

Dear Mr. Racine:

The purpose of this letter is to request an additional service to the base contract between Humphries Polk Architects, P.C. (Consultant) and The Town of Hudson (Client), specifically related to addition of LEED Services associated with the above referenced project. The scope of services and compensation is defined below.

Background

Per the original agreement, LEED Certification and associated fees were identified as Additional Services until the project was awarded its DOLA Grant. As the project has been approved and awarded the Grant we are requesting the additional services as outlined per section 12.14 in the original contract.

Scope of Services

LEED Certification and Fees:
Energy Consulting and Documentation
LEED Consulting and Documentation
Fundamental Commissioning
Enhanced Commissioning
Registration / Certification

Not included at this time:
Measurement and Verification (Optional LEED credit)
Daylight modeling (Optional LEED credit)

Compensation for Professional Services

Fees for the additional work as described above are as follows. This fee includes services as defined above and does not include reimbursable expenses.

| | |
|-------------------------------------|-----------|
| Sustainability - Group14 | |
| Energy Consulting and Documentation | \$ 7,500 |
| LEED Consulting and Documentation | \$ 32,000 |
| Fundamental Commissioning | \$ 11,000 |
| Enhanced Commissioning | \$ 8,000 |
| Registration / Certification | \$ 3,400 |

**Total Fees
Agreement**

\$ 61,900.00

We understand the remaining terms of the Agreement between the Town of Hudson and the Architect for this project dated 20 May 2015 will remain in force with the exception of this additional scope and fee.

Please indicate your acceptance to the fees and scope of work for this additional service by signing below and return one copy to my attention. Do not hesitate to contact me directly with any questions.

Sincerely,

Humphries Poli Architects, P.C.



Ryan Wallace, AIA
Principal

Accepted by: _____
Name Date

MEMORANDUM

2.e.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: April 6, 2016
Subject: Contract with Velocity Constructors for reconstruction of shallow well building

Attachments

On February 3rd the control building at the shallow well was demolished when a truck left I-76 and ran into the building. Since that time staff has been working with the insurance companies and our engineer, and soliciting bids for reconstruction of the building and its contents. The building housed piping, valves and controls for the well.

Staff was only able to find two contractors to bid the project, Velocity Constructors and Fisher Construction. (copies attached) Velocity was the low bidder at \$193,870.00. They will be providing a contract for the work for review by Corey Hoffmann prior to the meeting.

CIRSA, our insurance carrier, is representing the Town in discussions with the trucking company insurance company. They have reviewed and approved the bid. Other expenses that will be claimed for insurance reimbursement are fencing of the site and engineering.

I recommend that the bid from Velocity Constructors and the contract be approved.



February 23, 2016

Town Of Hudson
557 Ash Street, P.O. Box 351
Hudson, CO 80642-0351

Attn: Hunter Fobare

RE: Hwy 76 – Well #2 Building Re-build

Mr. Fobare

Velocity Plant Services, LLC (VPS) is pleased to offer the following estimate for the work located at the Hwy 76 well house as described during our site visit. Below is a description of our scope.

WELL #2 RECONSTRUCTION:

1. ADMINISTRATION

- a.) Meet with Town and engineer to review scope of supply for engineer to prepare drawings to obtain necessary permits.
- b.) VPS to acquire a building permit. (Permit cost to be reimbursed or no cost as it's a Town project)

2. DEMOLITION

- a.) Remove and dispose of approx. 180 lf of chain link fence with posts and 20' swing gate.
- b.) Remove and dispose of existing wood roof framing and metal roof/siding.
- c.) Remove and dispose of masonry structure approx. 16' X 25'
- d.) Remove and dispose of concrete foundation approx. 16' X 25' with 30" deep thickened edge.

3. INSPECT BURIED PIPING

- a.) Excavate approx. 5' deep under the existing foundation and approx. 20 lf from the edge of the building.
- b.) Provide OSHA approved excavation for owners engineer to inspect piping. Any piping repairs to be priced at the time of inspection report.
- c.) Backfill buried piping with pipe bedding and backfill to 95% compaction.

4. CONCRETE FOUNDATION

- a.) Excavate the perimeter of the 16' X 25' building foundation to allow the installation of the foundation.
- b.) Supply and install a double mat of #5 rebar at 12" oc on the 12" wide X 30" tall thickened edge. Supply and install #5 dowels at 32" oc for masonry structure. Supply and install 6X6 wire fabric on the slab-on-grade.
- c.) Supply and install cast-in-place foundation. 16' X 25' building with 12" X 30" thickened edge and 4" slab-on-grade.
- d.) Backfill foundation to 95% compaction.

5. MASONRY STRUCTURE

- a.) Supply and Install split face grey lightweight block at 16'X25'X8' tall.
- b.) Standard grey mortar with durowall and grout cells at 32" oc with #5 rebar.
- c.) Supply and install double bond beam with #5 continuous reinforcement.
- d.) Supply and install bond beam with #5 and vertical grout on each side of door.



6. MAN DOOR

- a.) Supply and install welded hollow metal frame with masonry grout for 7'0" X 3'0" door.
- b.) Supply and install insulated hollow metal door.
- c.) Supply and install the following commercial hardware; hinges, cylindrical lockset, closer, saddle threshold, gasket and door shoe.

7. WOOD FRAMING

- a.) Supply and install treated double 2X8 plate with galvanized anchors to masonry bond beam.
- b.) Supply and install pre-engineered wood trusses at 16" oc with necessary simpson clips.
- c.) Supply and install outlookers for gable ends with necessary simpson clips.
- d.) Supply and install fascia and soffit frame work with trim.
- e.) Supply and install 7/16" OSB roof sheathing.
- f.) Supply and install 1/2" CDX plywood sheathing for ceiling.
- g.) Supply and install 3'X3' attic access.
- h.) Supply and install 1X3 wood trim around perimeter of interior ceiling.

8. INSULATION

- a.) Supply and install an R30 kraft faced insulation of ceiling.
- b.) Supply and install a R19 with a fire resistance vinyl faced insulation on masonry wall. Insulation to be installed with galvanized hat channel to secure insulation to block.

9. ROOFING

- a.) Supply and install hi-temp ice and water shield on roof sheathing
- b.) Supply and install 26ga prefinished PBR panel with standard green over roof sheathing.
- c.) Supply and install 26ga prefinished PBR panel with standard green over gable end wall sheathing.
- d.) Supply and install prefinished soffit, flashing and trip pieces with standard green.
- e.) Supply and install prefinished gutter and downspouts.

10. INTERIOR PIPING

- a.) Supply and install the following ductile iron piping with cement liner;
- b.) PUMP BUILDING; 6" mega flange, 6" tee, 6" blind flange, 6X4 reducer, 4" strainer, 4" dresser coupling, flgXflg pipe, 4" butterfly valve with manual lever and 4X4 tee.
- c.) WELL PIPING; 4" mega flange, 4" 90 elbow, 4" flg piping, 4" 90 elbow, pressure gauge, 4" Flow control Cla-Val, 4" butterfly valve with manual lever, 4" flanged pipe, 4" 90 deg elbow
- d.) DISCHARGE HEADER; 4" flg pipe, 4"X6" flg reducer, 6" butterfly valve with manual lever, 6"X8" flg reducer, pressure gauge, 8" Flg 90 elbow, 8" mega flange to connect to existing discharge piping.

11. PAINTING

- a.) Caulk and seal the door frame and ceiling structure to the masonry wall.
- b.) Supply and install an alkyd enamel on the door frame and door
- c.) Supply and install an alkyd enamel on the new interior piping
- d.) Supply and install a latex paint on ceiling.

12. ELECTRICAL

- a.) Electrical work completed by At Your Service Electric.
- b.) Supply and install new electrical service with new electrical panel from owner provided utility. We are assuming that the existing CT can and meter can be reused.
- c.) Supply and install EMT conduit and necessary conductors.



- d.) Supply and install new interior lights and exterior light above man door.
 - e.) Supply and install new receptacles.
 - f.) Supply and install new electric unit heater.
13. INSTRUMENTATION
- a.) Instrumentation work to be completed by Flowmation, Inc.
 - b.) Remove and store the existing control panel for re-use.
 - c.) Supply and install 2ea 4" seameetrics flow meters.
 - d.) Supply and install new ABB VFD.
 - e.) Supply and install new pressure transmitter.
 - f.) Install existing control panel.
 - g.) Complete programming on new equipment and verify existing equipment is communicating.
14. SITE FENCING
- a.) Supply and install 6' tall galvanized chain link fence with 3ea strand barb wire approx. 180 lf. with concrete bases for fence posts.
 - b.) Supply and install 1ea 20 ft double swing gate for entrance.
 - c.) Supply and install 1ea 3 ft man gate for daily access.
15. SMALL PUMP BUILDING
- a.) Remove damaged 2X4 framing and wall sheathing.
 - b.) Install new 2X4 framing and wall sheathing.
 - c.) Supply and install new galvanized siding on damaged side of building.
16. 3% CONTINGENCY FOR MINOR ADJUSTEMENTS

TOTAL PRICE FOR WORK LISTED ABOVE:

\$193,870.00

VPS excludes chlorine feed system, prevailing wages, permit fees, bonds, quality control testing, soils reports, engineering, temporary system while unit is out of service, railroad easements/permits, traffic control (work behind existing barriers), painting/sealing concrete/masonry, CDOT easements/permits, shoring, dewatering, ventilation system, or other items of works not specified above.

VPS reserves the right to adjust our pricing once the design has been completed

We look forward to working with you and the Town of Hudson on this important project!

Thank you,

A handwritten signature in black ink, appearing to read "C. Dreesen", is written over a light blue horizontal line.

Craig Dreesen
Project Manager

Please NOTE: The pricing presented within this offer may have been developed by Velocity Plant Services utilizing proprietary information based on site visits & design work developed by VPS. The reuse of this information- drawings, schematics, photographs, specification sheets, cut sheets, sketches, and any other written or published materials- is allowed in consideration of \$1,500.00, or 10% of the proposal price, whichever is greater. This fee will be waived in the event that VPS is chosen to perform the work

1330 South Cherokee Street, Denver, CO 80223
Phone: (303) 984-7800, Ext. 102 Fax: (303) 984-7802
Cell (303) 518-3414
cdreesen@velocityci.com



7460 Weld County Road 1
 Longmont, CO 80504
 Phone (303) 485-8855 Fax (303) 485-6243

PROPOSAL- Town of Hudson – Well Meter House Replacement

The following number must appear on all related
 correspondence, shipping papers, and invoices:
P.O. NUMBER:

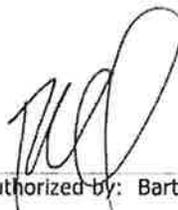
TO: TOWN OF HUDSON
 Attn: Hunter Fobare
 557 Ash Street
 Hudson, Colorado 80642-0351

SHIP TO: HUDSON WELL METER HOUSE REPLACEMENT
 Hudson, Colorado

| DATE | ESTIMATOR | SHIPPED VIA | F.O.B. POINT | TERMS |
|-----------|-----------------|-------------|--------------|--------|
| 3/21/2016 | Bart A. Fischer | | Site | Net 30 |

| QTY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|---|------|--|------------|-----------|
| 1ea | LS | Remove existing well meter house debris and replace in kind per original foundation drawings and scope of work defined by Engle Martin & Associates Memo/Estimate # 2016-02-09-1222. Electrical by At Your Service Electrical, Controls by Flowmation, Inc The under slab piping will be removed/replaced within 20' of slab penetration. *Assume all hazardous material abatement by others. Exclude all permits – Town Building permit, CDOT, Railroad, etc. Bond and Builder's Risk insurance has been included. | \$206,504 | \$206,504 |
| Exclude: Tax, permits, fees, landscape reclamation, spoils import/export, utility relocation. | | | SUBTOTAL | \$206,504 |
| | | | TOTAL | \$206,504 |

1. Estimate Valid for 30 Days
2. Enter this Estimate in accordance with the prices, terms, delivery method, and specifications listed above.
3. Send all correspondence to:
 Bart A. Fischer
 7460 Weld County Road 1
 Longmont, CO 80504
 Phone (303) 485-8855 Fax (303) 485-6243


 Authorized by: Bart A. Fischer

3/21/2016
 Date:

LIMITED SERVICES AGREEMENT

Agreement Date: April 06, 2016

OWNER Agreement No. _____

CONTRACTOR:

Name: Velocity Plant Services, LLC (VPS)
Street: 1330 South Cherokee Street
City/State/Zip: Denver, CO 80223
Phone: 303-984-7800
Designated Rep: Craig Dreesen

OWNER:

Name: Town of Hudson
Street: 557 Ash Street, PO Box 351
City/State/Zip: Hudson, CO 80642
Phone: 303-536-4341
Designated Rep: Hunter Fobare

PROJECT NAME: Hudson Well House #2 Replacement

PROJECT LOCATION: Hudson, Colorado

DESCRIPTION OF WORK: See Exhibit A

CONTRACT TIME: Start Work Date: TBD Schedule to follow.

Complete Work Date: TBD Schedule to follow.

CONTRACT PRICE: \$193,870.00

ATTACHMENTS: See Exhibit A

PAYMENT TERMS: net 30 days; Past Due bear 1.5% per month:

IN WITNESS WHEREOF, the parties accept this Agreement.

"OWNER"

Town Of Hudson

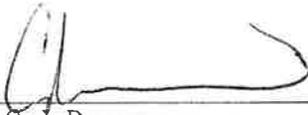
By: _____

Name:

Title:

"CONTRACTOR"

Velocity Plant Services, LLC.

By:  _____

Name: Craig Dreesen

Title: Project Manager

(Please review pages 2-11 and attachments for Terms, Conditions, and Clarifications to this Contract)

1. **Recitals:**

Whereas, the Owner desires to engage a contractor to perform certain work at the Site necessary for the operation of the Site consistent with the work described on Page 1 hereof consistent with Exhibit A; and

Whereas, the Contractor agrees to provide such services commencing upon the Start Work Date shown on Page 1 of this Agreement as directed to do so by the Owner consistent with Exhibit A.

Now, therefore, it is agreed as follows:

2. **Definitions.** The term "Work" means the scope of work described on Page 1 of this Agreement and as described in Exhibit A. The term "Contractor" means Velocity Plant Services, LLC at 1330 S Cherokee St Denver CO 80223. The term "Owner" means Town of Hudson at 557 Ash Street, PO Box 3 Hudson, CO 80642.

3. **Contractor's Representations and Warranties.** Contractor represents and warrants that:

a. There are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Work.

b. Contractor is financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder.

c. Contractor is able to furnish the services required to complete the Work and perform its obligations hereunder.

d. Contractor is a Limited Liability Company, duly organized, validly existing and in good standing under the laws of the state of Colorado, with full power and authority to conduct its business as presently conducted, to execute, deliver and perform its obligations under this Agreement. Contractor is authorized to do business in the State of Colorado and is properly licensed and registered by any and all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.

e. Contractor has taken all necessary action to authorize its execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

f. The execution, delivery and performance of this Agreement by Contractor does not and will not conflict with, or constitute a violation or a breach of, or constitute a default under, or result in the creation or imposition of any lien upon the property of Contractor by reason of the terms of (a) organizational documents of Contractor, (b) any applicable law, rule or regulation binding upon or applicable to Contractor, or (c) any material agreements to which Contractor is a party.

g. Contractor is familiar with the Site and has reviewed the documents available upon request by Contractor and those documents made available by Owner, including but not limited to the General Statement of Work attached hereto as Exhibit A. Contractor has the responsibility to satisfy itself and has done so, prior to entering into this Agreement, as to the nature and location of the Work, the general and local conditions, and other matters that can reasonably be expected to affect the work under this Agreement.

h. Contractor possesses the necessary level of experience and expertise in projects of the size, complexity and nature of the Work, holds all required credentials to perform the Work, and will perform the Work with the care, skill and diligence of such a contractor.

The foregoing representations and warranties shall survive any termination of this Agreement and final completion of the Work and are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by this Agreement, at law, or in equity with respect to the Contractor's duties, obligations, and performance hereunder.

4. **Standard of Performance.** Notwithstanding anything to the contrary contained in this Agreement, Owner and Contractor agree and acknowledge that Owner is entering into this Agreement in reliance on Contractor's special and unique abilities with respect to performing the Work. In that connection, Contractor represents, covenants, and agrees as follows:

a. The Work shall be performed as expeditiously as possible and with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in an economical manner consistent with the interests of Owner. Contractor shall use its best efforts to meet Owner's Work schedule and Owner's regulatory compliance and economic goals.

b. The Work shall be provided in conformance with generally accepted professional standards prevailing at the time the

work is performed so as to ensure that the Work performed is correct and appropriate for the purposes contemplated in the Agreement.

c. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by Owner of the Work, it being understood that Owner at all times is ultimately relying upon Contractor's skills and knowledge in performing the Work.

d. Contractor shall, at its own cost, make good any defects in its Work as soon as Contractor becomes aware of such defects or is notified of such defects. Should Contractor refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work from Owner, then Owner shall be entitled to make good such defective Work at the expense of Contractor. This commitment by Contractor is in addition to, and not in substitution for, any other remedy for defective Work which Owner may have under this Agreement, at law, or in equity.

e. Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations which in any manner affect the Work provided hereunder or the Property (including, but not limited to, all Colorado and Denver laws, ordinances, rules, regulations), shall ensure that the performance of the Work complies with all such laws, ordinances, and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the Work.

f. Contractor shall not employ other contractors or subcontractors without the prior written approval of Owner, which may be withheld in Owner's sole discretion.

g. Contractor shall provide additional services only with prior written authorization by Owner, in accordance with rates to be mutually agreed upon by Contractor and Owner.

5. **Contract Time and Term of Agreement.** Time is of the essence. Contractor shall complete all Work as directed by the Owner. The term of this Agreement shall end upon final acceptance of the Work or the Complete Work Date shown on Page 1 of this Agreement, whichever is later unless amended. Contractor's obligations under Sections 3, 4, 11, 12, 15, and 18 are continuing in nature and shall survive beyond the term of this Agreement as are any indemnifications set forth elsewhere in this Agreement. This Agreement may be amended, altered, or changed only by a written amendment or Change Order ("CO") executed by the Owner describing the addition, deletion, or revision in the Work to be performed, and, in the case of additional work, the corresponding cost proposal including applicable unit rates.

6. **Contract Price.** The Contract Price shall be the amount determined in accordance with Page 1 of this Agreement. The Contract Price shall not exceed the Maximum Contract Price set forth on Page 1 of this Agreement, or as such amount is modified by written amendment or Change Order.

7. **Payments.** Contractor shall submit monthly to Owner, with copies to the owner representative, an invoice completed and signed by Contractor covering the Work completed through the end of the previous month. Each invoice shall set forth: a) the total value of work satisfactorily completed itemized per task including; b) the amount previously approved by Owner; and c) the current amount due this pay period itemized consistent with the defined tasks. The Contractor shall pay for and bear its own expenses incurred in the performance of the Work including, without limitation, all labor, materials, equipment, supplies, transportation, travel, delivery, long distance communications charges, and any other expenses necessary to complete the Work. No progress payment by Owner shall constitute an acceptance of any work not in compliance with this Agreement. The Owner agrees to issue payment for the approved portion of each properly submitted invoice within thirty (30) days of receipt of invoice. In the event of late payment by Owner, a service charge of one & one-half percent (1.5%) per month will be assessed, which equates to eighteen percent (18%) per year.

8. **Taxes, Charges and Penalties.** Contractor shall have full and exclusive liability for the payment of any and all taxes and contributions relating to Contractor's employees, including but not limited to Social Security, Unemployment Insurance, and Worker's Compensation. Unless otherwise specifically provided elsewhere in this Agreement, the compensation to be paid to Contractor includes, and Contractor shall be liable for, all taxes and duties that may be levied upon the manufacture, sale or delivery of the Work, and any materials, equipment, services, or supplies used in the performance of the Work under this Agreement. Contractor shall be liable for all other taxes, any claimed interest, late charges, fees or penalties of any nature.

9. **Waivers.** No waiver by Owner of any of the terms, provisions, or conditions hereof shall be valid unless in writing and signed by a duly authorized representative of the Owner. No such waiver shall operate as a waiver of any subsequent violation of the same or any other provision hereof. In no event shall any payment by the Owner under this Agreement constitute or be construed to be a waiver by the Owner of any breach of covenant or default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist, shall not impair or prejudice any right or remedy available to the Owner with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed a waiver of any other breach, nor shall any waiver of any incident of breach of default constitute a continuing

waiver of same.

10. **Documents and Reports.** Owner shall have all ownership rights in all written, recorded, photographic, or visual materials, all computations, sketches, reports, test data, survey results, photographs, renderings, and other materials pertaining to the Work, whether prepared by Contractor or Contractor's agents, produced in the performance of this Agreement (collectively, the "Documents and Reports"). All Documents and Reports shall be for Owner's exclusive use and re-use at any time without further compensation to Contractor and without any restrictions. Contractor shall retain no ownership, interest, or title in the Documents and Reports. Contractor shall not use any Documents and Reports for marketing purposes without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion. Contractor shall retain all Documents and Reports for seven years from the termination of this Agreement.

11. **Confidential Information.** Contractor shall treat as Owner's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary in the performance of this Agreement or otherwise required by law, any information regarding Owner's plans, programs, plants, sites, processes, products, cost, equipment, operations, or customers which may come within the knowledge or which may be developed by Contractor or its employees in performance hereunder; this provision shall not prevent Contractor from using or disclosing to others information which Contractor can show: a) has become part of the public domain other than by breach of this Section; b) has been furnished to Contractor by third parties as a matter of right and without restriction on disclosure or use; or c) which was non-confidential and in Contractor's possession at the time it entered into this Agreement.

12. **Health and Safety.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs for its employees, subcontractors, and vendors in connection with the Work at the Site, if any. Contractor shall comply with any and all applicable local, State or federal health and safety laws, ordinances, rules and regulations, Executive Orders and other orders of any local, State or United States agency which has jurisdiction over the work including, without limitation, any health and safety plans approved by the EPA. Contractor is NOT responsible for initiating, maintaining, or supervising the safety precautions or programs for any separate subcontractors, suppliers, consultants, employees, or guests of the Owner.

13. **No Discrimination in Employment.** In connection with the performance of Work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, nationality of origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability, and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

14. **Insurance.** The Contractor agrees to secure, at or before the time of execution of this Amendment, the following insurance coverages (as set forth in section 14.E below) covering all of the Contractor operations or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and for two (2) years concurrent with the warranty period after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled, non-renewed, or coverage be reduced before the expiration date thereof, the issuing company shall send written notice by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under the Agreement.

- a) **Proof of Insurance:** The Contractor shall provide a certificate of insurance to the Owner and shall provide copies of the policies to the Owner upon request.
- b) **Additional Insured:** For General Commercial Liability, Automobile Liability, and Umbrella/Excess Liability and Contractors Pollution Liability, The Contractor insurers shall name the Owner as additional insured. The provisions contained in this Section 14 are intended to be fully consistent with Section 13-21-111.5(6), Colorado Revised Statutes, and nothing contained herein is intended to require the Contractor to provide insurance for damages arising out of death or bodily injury resulting from the acts or omissions of the Owner.
- c) **Waiver of Subrogation:** For all coverages, Contractor's insurer shall waive subrogation rights against the Owner, its successors, assigns, officers, officials, agents, representatives, and employees
- d) **Subcontractors:** The Contractor shall not subcontract any of the Work without the prior written consent of the Owner. In the event such consent is granted, all sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by the Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such sub-consultants, subcontractors, independent contractors, suppliers or other entities as insured under its policies or shall ensure that all subcontractors maintain the required coverages. Contractor agrees to provide proof of

insurance for all such subcontractors, independent contractors, suppliers or other entities upon request by the Owner.

e) **Coverages**

i. **Commercial General Liability. Coverage to include:**

- Premises and Operations
- Explosions, Collapse and Underground Hazards
- Personal / Advertising Injury
- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Independent Contractors
- Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition or equivalent)
- Completed Operations coverage for Additional Insured

The coverage provided shall NOT contain an exclusion for damage to work performed by subcontractors on Contractor's behalf.

The Certificate of Insurance shall list all exclusions and limitation added by endorsement to the general liability coverage or shall include the express statement: "Coverage is provided in compliance with Paragraph 14 of the Agreement."

ii. **Automobile Liability including all:**

- Owned Vehicles
- Non-Owned Vehicles
- Hired Vehicles

iv. **Workers Compensation**

- Statutory Benefits (Coverage A)
- Employers Liability (Coverage B)

f) **Limits Required**

The Contractor shall carry the following limits of liability as required below:

Commercial General Liability

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Personal/Advertising Injury | \$1,000,000 |
| Fire Damage (Any One Fire) | \$ 50,000 |
| Medical Payments (Any One Person) | \$ 5,000 |

Automobile Liability

| | |
|---|-------------|
| Bodily Injury/Property Damage (Each Accident) | \$1,000,000 |
|---|-------------|

Workers' Compensation

| | |
|------------------------------------|----------------------------------|
| Coverage A (Workers' Compensation) | Statutory |
| Coverage B (Employers Liability) | \$ 100,000 Each Accident |
| | \$ 100,000 Disease Each Employee |
| | \$ 500,000 Disease-Policy Limit |

g) **Additional Insurance Requirements**

- (1.) All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis. The Contractors Pollution Liability coverages may be written on a claims-made basis. If these coverages are written on a claims-made basis, then the retro-active date must be on or before the contract date of the first date when any goods or services were provided to the Owner, whichever is earlier.
- (2.) All policies of insurance shall be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the Owner.
- (3.) A Separation of Insured Clause must be included in general liability, umbrella, and Contractor's Pollution Liability.
- (4.) The Contractor shall advise the Owner in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the Owner a new certificate of insurance showing such coverage is in force.
- (5.) Commercial General Liability Completed Operations coverage (including Completed Operations) must be kept in effect for up to two (2) year after completion of the project.
- (6.) The Contractor's insurance policies shall name Owner as an additional insured and shall be endorsed to provide for such insurance to be primary over any other insurance obtained or available to Owner for the Work.

h) **Mutual Cooperation**

The Owner and the Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

Contractor shall comply with all requirements of the insurers issuing said policies.

15. **Third Party Beneficiary.** Nothing contained in this Agreement shall be construed to create any contractual or third party beneficiary relationship between any persons or entities other than Owner and Contractor.

16. **Successors and Assignments.** Owner and Contractor, respectively, bind themselves, their successors, assigns, and legal representatives to the other party to this Agreement, and this Agreement shall inure to the benefit of Owner and Contractor, respectively, and their permitted successors, assigns, trustees, and legal representatives. Contractor shall not assign or transfer any interest in this Agreement without Owner's prior written consent, which consent shall be in Owner's sole discretion. Any attempted assignment or transfer in breach of this provision shall be null and void. Subcontracts for the Work shall be submitted to Owner for approval. The Owner is not obligated or liable under this Agreement to any party other than the Contractor. In the event assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the Owner and such assignee or subcontractor. In any and all events, the Contractor remains responsible to the Owner according to the terms of this Agreement.

17. **Independent Contractor.** Contractor is an independent contractor and not an employee, agent, joint venture, or partner of Owner.

18. **Designated Representatives.** All written correspondence will be sent via e-mail, facsimile or United States postal mail to the following parties to whom the correspondence is being sent. The individuals named below may be re-designated at any time by giving 10 days written notice.

If to CONTRACTOR:

Mr. Grant Dunkle
President
Velocity Plant Services, LLC
1330 South Cherokee Street
Denver, CO 80223

If to OWNER:

Joe Racine
Town Administrator
Town of Hudson
557 Ash Street, PO Box 3
Hudson, CO 80642

19. **Notification.** All notices, consents, and approvals required to be given hereunder, including concerning termination of this Agreement, alleged or actual violation(s) of the terms or conditions of this Agreement, and notices of similar importance, as well as, bills, invoices, certifications, or reports required under this Agreement shall be mailed by United States mail, postage prepaid, shall be in writing and be given to the representatives of each party at their respective addresses shown in the preceding Section of this Agreement. Notices shall be deemed effective upon receipt. The parties may designate substitute addresses or persons where and to whom such

notices are to be mailed or delivered; however, these substitutions shall not become effective until actual receipt of written notification. If the date on which any notice to be given hereunder falls on a Saturday, Sunday, or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

20. **Construction of Language.** The language used in this Agreement shall be construed as a whole according to its plain meaning, and not strictly for or against any party. Such construction shall, however, construe language to interpret the intent of the parties.

21. **Agreement as Complete Integration.** This Agreement sets forth the entire Agreement between Contractor and Owner, and no prior, contemporaneous, or subsequent terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by Contractor and Owner. All documents listed as attachments on Page 1 of this Agreement shall be incorporated into this Agreement. In the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement as expressly stated herein will control.

22. **Counterparts.** This Agreement may be executed in multiple counterparts and by facsimile.

23. **Enforceability.** In the event that any of the provisions or portions of application of any of the provisions of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, Owner and Contractor shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of this Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions or portions or any of the provisions of this Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement.

24. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

29. **Arbitration.** Claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement may, at the discretion and decision of Owner be decided by arbitration in accordance with the Rules of American Arbitration Association then in effect. If either party has a claim, dispute or cause of action ("Claim") which it intends to assert against the other, it shall give notice thereof within 21 days of the occurrence or event giving rise to the claim. Within ten days after the claim has been made, Owner shall determine in writing whether said claim shall be decided in arbitration or by litigation. If Owner decides that the claim shall be decided by arbitration, the claiming party shall then file a Demand for Arbitration with the Construction Industry Rules of the American Arbitration Association then in effect. The locale of the arbitration shall be Denver, Colorado.

Any arbitration arising out of or relating to this Agreement or the Project, at the option of Owner, may include by consolidation, joinder or in any other manner, any other entities or persons whom Owner believes to be substantially involved in a common question of fact or law, including but not limited to the Contractor's subconsultants, Contractor further that it may be joined as a party to any arbitration commenced under any other agreement to which Owner is a party. This provision shall be specifically enforceable in any court of competent jurisdiction. Unless otherwise agreed in writing, the Contractor shall continue to perform all services and maintain progress during any arbitration proceedings, and the Owner shall continue to make undisputed payments to the Contractor in accordance with the terms of this Agreement.

END OF AGREEMENT

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February 23, 2016

"EXHIBIT A"

Town Of Hudson
557 Ash Street, P.O. Box 351
Hudson, CO 80642-0351

Attn: Hunter Fobare

RE: Hwy 76 – Well #2 Building Re-build

Mr. Fobare

Velocity Plant Services, LLC (VPS) is pleased to offer the following estimate for the work located at the Hwy 76 well house as described during our site visit. Below is a description of our scope.

WELL #2 RECONSTRUCTION:

1. ADMINISTRATION

- a.) Meet with Town and engineer to review scope of supply for engineer to prepare drawings to obtain necessary permits.
- b.) VPS to acquire a building permit. (Permit cost to be reimbursed or no cost as it's a Town project)

2. DEMOLITION

- a.) Remove and dispose of approx. 180 lf of chain link fence with posts and 20' swing gate.
- b.) Remove and dispose of existing wood roof framing and metal roof/siding.
- c.) Remove and dispose of masonry structure approx. 16' X 25'
- d.) Remove and dispose of concrete foundation approx. 16' X 25' with 30" deep thickened edge.

3. INSPECT BURIED PIPING

- a.) Excavate approx. 5' deep under the existing foundation and approx. 20 lf from the edge of the building.
- b.) Provide OSHA approved excavation for owners engineer to inspect piping. Any piping repairs to be priced at the time of inspection report.
- c.) Backfill buried piping with pipe bedding and backfill to 95% compaction.

4. CONCRETE FOUNDATION

- a.) Excavate the perimeter of the 16' X 25' building foundation to allow the installation of the foundation.
- b.) Supply and install a double mat of #5 rebar at 12" oc on the 12" wide X 30" tall thickened edge. Supply and install #5 dowels at 32" oc for masonry structure. Supply and install 6X6 wire fabric on the slab-on-grade.
- c.) Supply and install cast-in-place foundation. 16' X 25' building with 12" X 30" thickened edge and 4" slab-on-grade.
- d.) Backfill foundation to 95% compaction.

5. MASONRY STRUCTURE

- a.) Supply and Install split face grey lightweight block at 16' X 25' X 8' tall.
- b.) Standard grey mortar with durowall and grout cells at 32" oc with #5 rebar.
- c.) Supply and install double bond beam with #5 continuous reinforcement.
- d.) Supply and install bond beam with #5 and vertical grout on each side of door.

1330 South Cherokee Street, Denver, CO 80223
Phone: (303) 984-7800, Ext. 102 Fax: (303) 984-7802
Cell (303) 518-3414
cdreesen@velocityci.com



6. MAN DOOR
 - a.) Supply and install welded hollow metal frame with masonry grout for 7'0" X 3'0" door.
 - b.) Supply and install insulated hollow metal door.
 - c.) Supply and install the following commercial hardware; hinges, cylindrical lockset, closer, saddle threshold, gasket and door shoe.
7. WOOD FRAMING
 - a.) Supply and install treated double 2X8 plate with galvanized anchors to masonry bond beam.
 - b.) Supply and install pre-engineered wood trusses at 16" oc with necessary simpson clips.
 - c.) Supply and install outlookers for gable ends with necessary simpson clips.
 - d.) Supply and install fascia and soffit frame work with trim.
 - e.) Supply and install 7/16" OSB roof sheathing.
 - f.) Supply and install 1/2" CDX plywood sheathing for ceiling.
 - g.) Supply and install 3'X3' attic access.
 - h.) Supply and install 1X3 wood trim around perimeter of interior ceiling.
8. INSULATION
 - a.) Supply and install an R30 kraft faced insulation of ceiling.
 - b.) Supply and install a R19 with a fire resistance vinyl faced insulation on masonry wall. Insulation to be installed with galvanized hat channel to secure insulation to block.
9. ROOFING
 - a.) Supply and install hi-temp ice and water shield on roof sheathing
 - b.) Supply and install 26ga prefinished PBR panel with standard green over roof sheathing.
 - c.) Supply and install 26ga prefinished PBR panel with standard green over gable end wall sheathing.
 - d.) Supply and install prefinished soffit, flashing and trip pieces with standard green.
 - e.) Supply and install prefinished gutter and downspouts.
10. INTERIOR PIPING
 - a.) Supply and install the following ductile iron piping with cement liner;
 - b.) PUMP BUILDING; 6" mega flange, 6" tee, 6" blind flange, 6X4 reducer, 4" strainer, 4" dresser coupling, flgXflg pipe, 4" butterfly valve with manual lever and 4X4 tee.
 - c.) WELL PIPING; 4" mega flange, 4" 90 elbow, 4" flg piping, 4" 90 elbow, pressure gauge, 4" Flow control Cla-Val, 4" butterfly valve with manual lever, 4" flanged pipe, 4" 90 deg elbow
 - d.) DISCHARGE HEADER; 4" flg pipe, 4"X6" flg reducer, 6" butterfly valve with manual lever, 6"X8" flg reducer, pressure gauge. 8" Flg 90 elbow, 8" mega flange to connect to existing discharge piping.
11. PAINTING
 - a.) Caulk and seal the door frame and ceiling structure to the masonry wall.
 - b.) Supply and install an alkyd enamel on the door frame and door
 - c.) Supply and install an alkyd enamel on the new interior piping
 - d.) Supply and install a latex paint on ceiling.
12. ELECTRICAL
 - a.) Electrical work completed by At Your Service Electric.
 - b.) Supply and install new electrical service with new electrical panel from owner provided utility. We are assuming that the existing CT can and meter can be reused.
 - c.) Supply and install EMT conduit and necessary conductors.



- d.) Supply and install new interior lights and exterior light above man door.
 - e.) Supply and install new receptacles.
 - f.) Supply and install new electric unit heater.
13. INSTRUMENTATION
- a.) Instrumentation work to be completed by Flowmation, Inc.
 - b.) Remove and store the existing control panel for re-use.
 - c.) Supply and install 2ea 4" seametrics flow meters.
 - d.) Supply and install new ABB VFD.
 - e.) Supply and install new pressure transmitter.
 - f.) Install existing control panel.
 - g.) Complete programming on new equipment and verify existing equipment is communicating.
14. SITE FENCING
- a.) Supply and install 6' tall galvanized chain link fence with 3ea strand barb wire approx. 180 lf. with concrete bases for fence posts.
 - b.) Supply and install 1ea 20 ft double swing gate for entrance.
 - c.) Supply and install 1ea 3 ft man gate for daily access.
15. SMALL PUMP BUILDING
- a.) Remove damaged 2X4 framing and wall sheathing.
 - b.) Install new 2X4 framing and wall sheathing.
 - c.) Supply and install new galvanized siding on damaged side of building.
16. 3% CONTINGENCY FOR MINOR ADJUSTEMENTS

TOTAL PRICE FOR WORK LISTED ABOVE:

\$193,870.00

VPS excludes chlorine feed system, prevailing wages, permit fees, bonds, quality control testing, soils reports, engineering, temporary system while unit is out of service, railroad easements/permits, traffic control (work behind existing barriers), painting/sealing concrete/masonry, CDOT easements/permits, shoring, dewatering, ventilation system, or other items of works not specified above.

VPS reserves the right to adjust our pricing once the design has been completed

We look forward to working with you and the Town of Hudson on this important project!

Thank you,

A handwritten signature in black ink, appearing to read "Craig Dreesen".

Craig Dreesen
Project Manager

Please NOTE: The pricing presented within this offer may have been developed by Velocity Plant Services utilizing proprietary information based on site visits & design work developed by VPS. The reuse of this information- drawings, schematics, photographs, specification sheets, cut sheets, sketches, and any other written or published materials- is allowed in consideration of \$1,500.00, or 10% of the proposal price, whichever is greater. This fee will be waived in the event that VPS is chosen to perform the work

1330 South Cherokee Street, Denver, CO 80223
Phone: (303) 984-7800, Ext. 102 Fax: (303) 984-7802
Cell (303) 518-3414
cdreesen@velocityci.com

MEMORANDUM

2.f.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: April 6, 2016
Subject: MOU, school inspections

Attachments

By state law, construction of schools is inspected by the state. However, inspections by the Town are possible through an agreement between the Town and the Colorado Department of Public Safety. Attached is a proposed MOU with the Department that provides for local plan review and building inspection of schools according to statutory building requirements.

The Town has approved similar agreements in the past. The agreement is up for renewal every three years. Our building official, Barry Kramer, has recommended that this agreement be approved.

Joe Racine

From: Barry Kramer <BKramer@safebuilt.com>
Sent: Monday, March 21, 2016 11:25 AM
To: 'Joe Racine'
Subject: FW: MOU for School District
Attachments: Hudson, CO MOU 2016.pdf

Joe

We've had an MOU in place for years with subsequent renewals to allow the school district to submit for review to the town for permits rather than the state division of fire safety. Although we've never had anything applied for and they may very well be applying with the state anyway as that's their choice we're do to renew again if you so choose.

This comes around every 3 years and if you don't think there's any advantage to having this agreement since the school has never exercised it we don't have to renew. It's not tied to any other service we provide.

Barry Kramer

Building Official

Trademark SAFEbuilt Colorado resize

11409 Business Park Cir STE #350

Firestone, CO 80504

303.774.1388 x 103

303.774.0455 Fax

bkramer@safebuilt.com <<mailto:bkramer@safebuilt.com>>

www.SAFEbuilt.com

**MEMORANDUM OF UNDERSTANDING
FOR PREQUALIFIED BUILDING DEPARTMENTS
FOR PUBLIC SCHOOL CONSTRUCTION**
Pursuant to C.R.S. §§ 22-32-124 and 23-71-122

DFPC Reference # Hudson 2016

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ___ day of _____ 2016, between the Colorado Department of Public Safety, Division of Fire Prevention and Control (“Division”), 690 Kipling Street, Lakewood, Colorado 80215 and the Town of Hudson, CO (“PBD”), collectively referred to as the (“Parties”).

557 Ash Street, Hudson, CO 80642

1. RECITALS

1.1 Background

- A. Colorado Revised Statutes (“C.R.S.”) §§ 22-32-124 and 23-71-122 require that all buildings and structures be constructed in conformity with the building and fire codes adopted by the Director of the Division of Fire Prevention and Control in the Department of Public Safety (“Division”). To assure that a building or structure is constructed pursuant to the above, the Division shall conduct the necessary plan reviews and inspections, except at the request of the affected board of education, the state charter school institute, the charter school, or the affected junior college district, the Division may delegate this responsibility to the appropriate prequalified building department of a county, town, city or city and county or to the appropriate fire department, in the location of the building or structure.

- B. After the Division has reviewed the application and determined that the appropriate building department has plan reviewers and inspectors that have the necessary education, training, and experience; the Division may issue and execute a Memorandum Of Understanding (“MOU”) between the local jurisdiction and the Division to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, issue temporary certificates of occupancy, and take enforcement action in relation to the building and fire codes adopted by the Division to ensure that a building or structure has been constructed in conformity with Public School Construction Regulations, 8 Code of Colorado Regulations Title (“C.C.R.”) 1507-30.

1.2 Purpose

The purpose of this MOU is:

- a) For the Division to prequalify the building department to conduct necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy to ensure that a building or structure constructed pursuant to C.R.S. §§ 22-32-124 (1) and (1.5), and 23-71-122 (1) (v) (I) through (VII) has

been constructed in conformity with the building and fire codes adopted by the director of the Division.

- b) For the prequalified building department (“PBD”) to perform code reviews on building and mechanical plans, issue building permits, perform building inspections and issue certificates of occupancy for school construction projects.
- c) To identify each Party’s responsibilities for ensuring the construction of safe schools within the State of Colorado through compliance with C.R.S. §§ 22-32-124 and 23-71-122, and promulgated rules and regulations;
- d) To formalize the cooperative working relationships between the Parties; and,
- e) To provide procedures for communications, exchange of information and resolution of problems, as necessary, to carry out this MOU and the provisions of promulgated rules and regulations.

2. DEFINITIONS

2.1 “Director” means the Director of the Division of Fire Prevention and Control within the Department of Public Safety, or the Director’s designee.

2.2 Authority Having Jurisdiction (“AHJ”) means a city, county, Colorado political subdivision, or city and county or any other local government entity having authority to regulate building construction within its jurisdictional territory.

2.3 Prequalified Building Department (“PBD”) means an AHJ or an agent thereof that has met the Division’s certification standards for prequalification as a building department to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy, and has executed this MOU with the Division.

2.4 “Certificate of Occupancy” means an official document issued by the Division or the PBD for a Public School allowing use or occupancy of the building or structure by the school district or by the institute charter school or junior college district.

3. RESPONSIBILITIES

The responsibilities of the Parties are as follows:

3.1 Responsibilities of the Division:

The Division shall:

- a) Adopt nationally recognized codes and standards as promulgated by Rules in 8 CCR 1507-30.

- b) Ensure that the necessary plan reviews, inspections, quality control, and quality assurance checks are performed in compliance with the statutes, rules, and regulations of the Division.
- c) Prequalify the building department as having executed an MOU and has met the required certification standards in 8 CCR 1507-30.
- d) Issue and maintain a list of persons the Division has approved as authorized to conduct plan reviews, inspections, and issue certificates of occupancy for public school construction projects. This list of authorized PBD persons is included and incorporated herein by reference as Appendix A of this MOU.
- e) Ensure that copies of the PBD building plans are sent to the appropriate fire department and the Division for review of fire safety issues.
- f) Rescind this “prequalified” status and terminate the terms of the MOU if the PBD fails to comply with this MOU, C.R.S. § 22-32-124 and 23-71-122, or the rules and regulations of the Division.
- g) Allow the PBD to take enforcement action against a board of education, state charter school institute, charter school or junior college district in relation to the nationally recognized codes and standards adopted in 8 CCR 1507-30.

3.2 Responsibilities of the PBD.

The PBD shall:

- a) Conduct the necessary plan reviews and inspections, issue building permits, perform all necessary inspections including final inspections, and issue certificates of occupancy to a building or structure that has been constructed in conformity with the nationally recognized codes and standards adopted in 8 CCR 1507-30. The affected board of education, state charter school institute, charter school or junior college district, at its own discretion may opt to use the PBD that has entered into this MOU with the Division.
- b) Take enforcement action against a board of education, state charter school institute, charter school or junior college district that has violated the nationally recognized codes and standards adopted in 8 CCR 1507-30.
- c) Verify that the construction project is inspected by a state electrical inspector, per § 12-23-116 C.R.S., notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own electrical code and inspection authority, any electrical installation in any new construction or remodeling or repair of a public school.

- d) Verify that the construction project is inspected by a state plumbing inspector, per § 12-58-114.5 C.R.S., notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own plumbing code and inspection authority, any plumbing or gas piping installation in any new construction or remodeling or repair of a public school.
- e) Only use persons within their building department that are listed as authorized by the Division to work on board of education, state charter school institute, charter school or junior college district construction projects. This authorized list of persons is attached as Appendix A.
- f) Cause copies of the building plans to be sent to the certified fire department and the Division for review of fire safety issues.
- g) Issue the necessary Certificate of Occupancy prior to use of the building or structure by the board of education, state charter school institute, charter school or junior college district, if the building or structure is in conformity with the building and fire codes and standards adopted in 8 CCR 1507-30, and if the affected fire department or the Division certifies that the building or structure is in compliance with the fire code adopted by the Division in 8 CCR 1507-30.
- h) Issue a Temporary Certificate of Occupancy to allow the board of education, state charter school institute, charter school or junior college district to occupy the buildings and structures, if all inspections are not completed and the building requires immediate occupancy, and if the board of education, state charter school institute, charter school or junior college district has passed the appropriate inspections that indicate there are no life safety issues.
- i) Verify that inspections are complete and all known violations are corrected before the board of education, state charter school institute, charter school or junior college district is issued a Certificate of Occupancy. Inspection records shall be retained by the PBD for two years after the Certificate of Occupancy is issued.
- j) Set reasonable fees and may collect these fees to offset actual, reasonable, and necessary costs of plan review and inspection of board of education, state charter school institute, charter school or junior college district construction projects. The board of education, state charter school institute, charter school or junior college district shall be notified of any adjustment of fees a minimum of thirty (30) days prior to the effective date of the change.
- k) In conjunction with the Division set a date for a hearing as soon as practicable before the board of appeals in accordance with section § 24-33.5-1213.7, C.R.S., and the rules adopted by the Division pursuant to § 24-4-105, C.R.S., if the PBD and the board of trustees of a board of education, state charter school institute, charter school or junior college district disagree on the interpretation of the codes and standards of the Division.

- l) Comply with the written Final Agency decision of the appeals board for the purposes of § 24-4-106, C.R.S.
- m) Have the sole discretion whether to accept a public school construction project submitted to the PBD by the school district for plan reviews, inspections, issuance of building permits and certificates of occupancy, and other duties as set forth in this MOU.

4. ACCESS TO INFORMATION

Each Party shall, to the extent allowed by law, make available to each other, at no cost, information regarding board of education, state charter school institute, charter school or junior college district construction projects within its possession. Requests for information shall not impose an unreasonable resource burden on the other Party.

5. EFFECTIVE DATE AND TERM

This MOU shall be effective upon signature by the Director of the Division and shall be valid for **three (3)** years from the effective date, unless previously modified or terminated in writing by one of the Parties pursuant to the terms of this MOU.

6. TERMINATION

Either party may terminate the MOU upon 30 days written notice; however, if the PBD accepts a public school construction project for review pursuant to this MOU, the PBD may not terminate this MOU until project completion and issuance of a Certificate of Occupancy. If the PBD fails to comply with the terms and conditions of this MOU or the rules and regulations of the Division, the Division may take enforcement action, pursuant to C.R.S. 24-33.5-1213 and terminate this MOU immediately. An amendment may be mutually agreed upon in writing by the parties prior to the termination date of this MOU to allow for project completion and issuance of a Certificate of Occupancy.

7. MODIFICATIONS AND AMENDMENTS.

This MOU is subject to such modifications as may be required by changes in applicable federal or state law, or federal or state implementing rules, regulations, or procedures of that federal or state law. Any such required modification shall be automatically incorporated into, and be made a part of, this MOU as of the effective date of such change as if that change was fully set forth herein. Except as provided above, no modification of this MOU shall be effective unless such modification is agreed to in writing by both parties in an amendment to this MOU that has been previously executed and approved in accordance with applicable law.

8. ADDITIONAL PROVISIONS

8.1 Legal Authority

The Parties warrant that each possesses actual, legal authority to enter into this MOU. The Parties further warrant that each has taken all actions required by its applicable law, procedures,

rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and bind that Party to its terms. The person or persons signing this MOU, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this MOU, and any attachments or amendments hereto, on behalf of that Party.

8.2 Notice of Pending Litigation

Unless otherwise provided for in this MOU, the PBD shall notify the Division within five (5) working days after being served with a Summons, Complaint, or other pleading in a case which involves any services provided under this MOU and which has been filed in any federal or state court or administrative agency. The PBD shall immediately deliver copies of any such documents in accordance with Notice Procedures in Section 8.5. of this MOU.

8.3 Assignment and Successors

The PBD agrees not to assign rights or delegate duties under this MOU, or subcontract any part of the performance required under the MOU without the express, written consent of the State.

8.4 Adherence to Applicable Laws

At all times during the term, performance, or execution of this MOU, the PBD shall comply with all applicable federal and state laws, regulations, rules, or procedures, as these provisions currently exist or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

8.5 Notice Procedure

All notices required or permitted to be given pursuant to this MOU shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements.

APPROVED PBD:

<NAME OF BUILDING OFFICIAL>

<TITLE>

<JURISDICTION>

<ADDRESS>

<CITY, CO ZIP>

<PHONE>

Barry Kramer, Building Official

SAFEbuilt Colorado, LLC

As Authorized by:

Joseph A. Racine, Building Official/Town Administrator

Town of Hudson, AHJ

557 Ash Street / PO Box 351

Hudson, CO 80642

303-774-1388, Extension 301

And:

DEPARTMENT OF PUBLIC SAFETY:

Cindy Fredriksen

Procurement Director

Colorado Department of Public Safety

700 Kipling St, 3rd Floor

Lakewood, CO 80215

(303) 239-5888

DFPC:
Paul Cooke
Director
Division of Fire Prevention and Control
690 Kipling Street, Suite 2000
Denver, CO 80215
(303) 239-4600

8.6 Entire Understanding

This MOU is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

8.7 Independent Contractor

No principal, agent, or employees of one Party shall be nor shall be deemed an agent or employee of the other Party.

8.8 Governmental Immunity Act

No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

8.9 Insurance

If the PBD is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as amended ("Act"), the PBD shall at all times during the term of this MOU maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the Division, the PBD shall show proof of such insurance satisfactory to the Division.

9. APPROVALS

***Persons signing for the PBD hereby swear and affirm that they are authorized to act on the PBD's behalf and acknowledge that the Division is relying on their representations to that effect.**

Department of Public Safety
Division of Fire Prevention and Control

PBD Name
<JURISDICTION>
Town of Hudson, Colorado

Paul Cooke
Director,
Division of Fire Prevention and Control
Date: _____

*Name Joseph A. Racine
Title Town Administrator
Date: _____

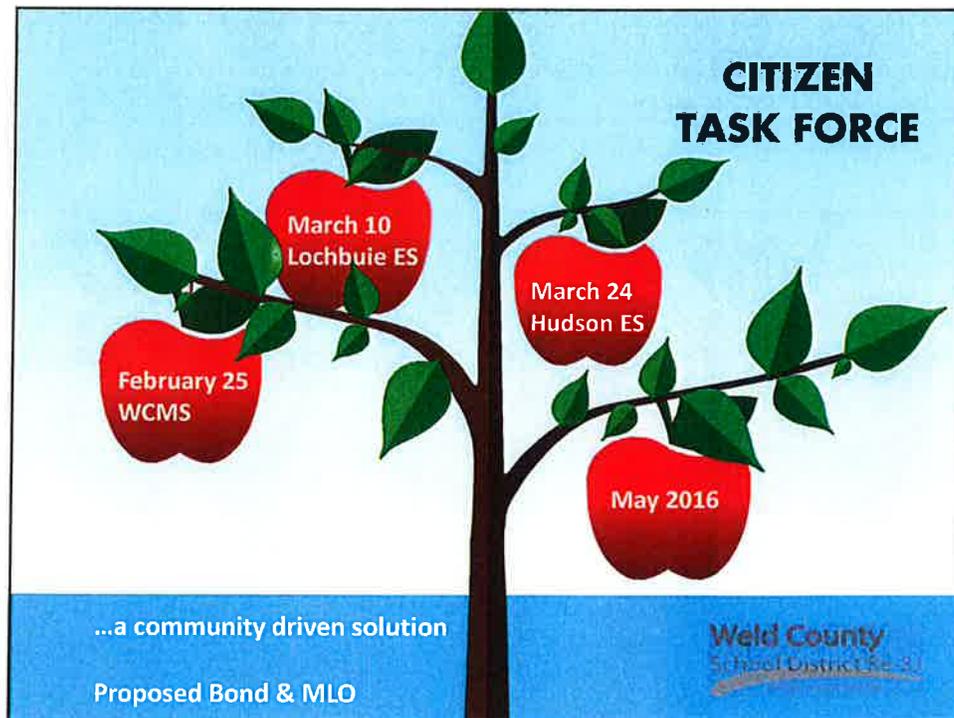
MEMORANDUM

2.g.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: April 6, 2016
Subject: RE3J Citizen Task Force

Attachment

RE3J School District formed a citizen committee to work with the District on its finances and capital needs. Trustee Chavez served on the committee and will report to the Board on the committee's findings. Attached is a set of PowerPoint slides that summarize the committee's findings.



DEFINITIONS

Weld County School District RE-3J



BOND

Pays for 'bricks and mortar' type projects, including major repairs, renovations, additions, and new schools



**MILL LEVY
OVERRIDE**

Helps fund operational costs such as curriculum enhancements, technology upgrades, hiring teachers

Bond Options & Examples

Weld County School District RE-3J



**Enrollment
Solutions**



**Deferred
Maintenance**



**Educational
Enhancements**

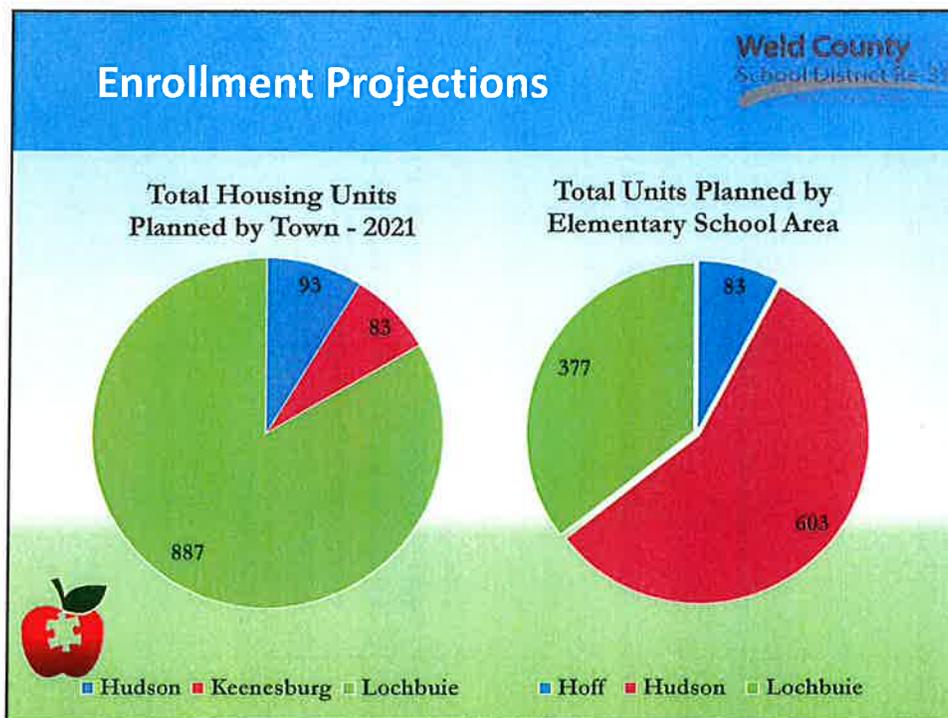
Enrollment Projections

Weld County
School District #33

Housing Construction Based Upon Development Expectations: Annual 2015 to 2021 and Project Completion

| Development by Elementary School Attendance Area | Units by Year Anticipated | | | | | | | Total Units | |
|--|---------------------------|------------|------------|------------|------------|------------|------------|----------------|-----------------------|
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 | Add'l. by 2021 | Remain. 2021-buildout |
| Hoff (w/o Pioneer) | - | - | 13 | 16 | 18 | 18 | 18 | 83 | 665 |
| Hudson Academy | 100 | 78-134 | 80-135 | 89-149 | 89-149 | 92-153 | 95-156 | 623 - 976 | 697-1,050 |
| Lochbuie Elem | - | 54 | 54 | 59 | 70 | 70 | 70 | 377 | 4,274 |
| District Total: | 80 | 132 | 147 | 164 | 177 | 180 | 183 | 1,063 | 5,636 |

 Based upon interviews with town and county officials and area developers and builders, September 2015. Major developments only, excludes recorded exemptions and other small projects.



ENROLLMENT SOLUTION

2016 Master Facility Plan Options Enrollment Solution CTF Recommendation

Hudson

Rebuild majority of building (Open Fall of 2018)

- 14 Core Classrooms (4 designed PK/K) with 2 Specials Rooms
- Student Capacity of 300-350 students
- On existing site
- Utilization of existing Gym and Cafeteria with minor deferred maintenance
- Designed to add on 8-10 classrooms for future
- Remove all modular/temporary structures
- Revise Attendance Area Boundaries
- Projected enrollment of 230 (2018)

\$9,363,344

Lochbuie

Build second elementary (open Fall of 2018 or 2019)

- LB West—PK-2 grade Primary School
 - Projected enrollment of 315 (2018)
 - Designed for capacity of 525-575
 - 8 Rooms designed PK/K
- LB East—3-5 grade Intermediate School (existing school)
 - Projected enrollment of 250 (2018)
- Designed as 6 round system
- Revise Attendance Area Boundaries

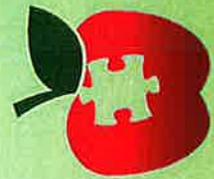
\$15,691,859

Hoff—No enrollment needs

WCMS—No enrollment needs

WCCHS—No enrollment needs

CCA—No enrollment needs



DEFERRED MAINTENANCE

2016 Master Facility Plan Options Deferred Maintenance Needs—CTF Recommendation

| Hoff | Hudson | Lochbuie | WCMS | WCHS | Charter |
|--|--|--|--|--|---|
| <ul style="list-style-type: none"> • Parking lot replaced (C-1) • Replace pea gravel (A-14) • Cafeteria cooling/shading (A-7) • Hard piping roof drain (A-17) • Seal rotunda roof (A-18) • Water Treatment (MP-1) • DDC BAS (MP-3) • Water heaters (MP-5) • Main electrical gear (E-2, E-3) • EPDM roof replaced (A-9) • Re-grade slope away from building (A-15) • Splash blocks (A-16) | <ul style="list-style-type: none"> • Cafeteria/Gym Only Roof Replacement • Cafeteria cooling/shading (A-13) • Sealant between old & new building (S-8) • Sealant on masonry (S-13) • Asbestos Abatement (\$518,202 not included in total below) • Replace Pea Gravel | <ul style="list-style-type: none"> • Parking lot repaired (C-1) • Replace Pea Gravel • Windows at Entry & Cafeteria (A-3) • Localized roofing replacement (A-5) • Slope away from building (A-6) • Splash blocks needed (S-8) • HVAC (MP-1, MP-3) • DDC BAS (MP-2) • Water treatment (MP-5) • Backup generator (E-1) | <ul style="list-style-type: none"> • Parking lot repaired (C-1) • Water in science rooms (A-4) • Localized roofing replacement (A-14) • HVAC upgrades / DDC BAS (MP-1, 2, 3, 6, 7, 8) • Boiler replacement (MP-4) • Water treatment (MP-12) • Backup generator (E-2) • Resurface Track (A-16) • Asbestos Abatement (\$265,980, not included in total below) | <ul style="list-style-type: none"> • Parking lot repaired (C-1) • Main lobby clerestory walls & windows (A-4) • Track surface at stadium (A-22) • Carpet replaced with tile in commons (A-15) • HVAC / DDC BAS (MP-1, 2, 4, 5) • Water treatment (MP-6) • Exterior Lighting (E-1) • Backup generator (E-3) | <ul style="list-style-type: none"> • Replace playground surface / ADA compliance • HVAC upgrades to both buildings • Roofing on auxiliary building |
| | \$997,579 | \$2,076,357 | \$4,525,809 | \$2,314,876 | \$797,085 |
| | \$2,314,876 | | | | \$797,085 |



ED ENHANCEMENTS

| 2016 Master Facility Plan Options | | | | |
|--|--|---|--|---|
| Educational & Security Enhancements – CTF Recommendation | | | | |
| Elementary | Middle School | High School | Support Facilities | Charter |
| <ul style="list-style-type: none"> • Security Enhancements <ul style="list-style-type: none"> ○ Locked entrance ○ Secure vestibule ○ Card readers, cameras, intercom ○ RERS & School visitor management system ○ Numbered doors and windows • STEM Lab (repurpose one computer lab, currently 4) • Art Classroom • Science Labs (3 state of the art labs) • Kitchen—needs renovation and added space (30%); additional serving line • Mechanical Acoustics in Cafeteria/Library • Improve Auditorium Lighting | <ul style="list-style-type: none"> • Security Enhancements <ul style="list-style-type: none"> ○ Locked entrance ○ Secure vestibule ○ Card readers, cameras, intercom ○ RERS & School visitor management system ○ Numbered doors and windows • STEM Lab (repurpose one computer lab, currently 4) • Art Classroom • Science Labs (3 state of the art labs) • Kitchen—needs renovation and added space (30%); additional serving line • Mechanical Acoustics in Cafeteria/Library • Improve Auditorium Lighting | <ul style="list-style-type: none"> • Security Enhancements <ul style="list-style-type: none"> ○ Locked entrance ○ Secure vestibule ○ Card readers, cameras, intercom ○ RERS & School visitor management system ○ Numbered doors and windows • Minor Cafeteria remodel for multi-purpose use (e.g. professional development area, sound, AV) • Photography/CAD lab upgrade • Classroom repurposed for Correspondence/Distance Learning | <ul style="list-style-type: none"> • Secure Entrance at District Administration Office; Parking Lot replacement; minimal deferred maintenance • Demolish former Keenesburg School (RB) <ul style="list-style-type: none"> ○ Asbestos abatement ○ Demo Cost • Transportation & Fueling Station at District Office • Central Campus sewer connection to the Town of Keenesburg • ATHLETIC FACILITIES <ul style="list-style-type: none"> • Softball/Baseball field lighting: | <ul style="list-style-type: none"> • Security Enhancements • Science Lab • Upgrade kitchen with commercial features • Separate Art & Music classrooms • Intervention and meeting spaces • Wireless infrastructure Upgrade |
| \$828,084 | \$1,477,092 | \$447,892 | \$4,322,072 | \$651,250 |



RESULT OF FAILED BOND

2016 Master Facility Contingency Plan Result of No/Failed Election

| Hoff | Hudson | Lochbuie | WCMS | WCHS | Charter |
|--|---|---|--|---|--|
| MASTER FACILITY PLAN | | | | | |
| PK-4 Elementary <ul style="list-style-type: none"> Majority of PK-4 Hudson students transfer to Hoff 5th Grade Transfer to WCMS Projected school enrollment of 460 Re-distribute administration No program or security enhancements | School Closure <ul style="list-style-type: none"> Review boundaries for Lochbuie/Hoff PK-4 students transfer to Hoff/Lochbuie 5th Grade Transfer to WCMS | PK-4 Elementary <ul style="list-style-type: none"> Review of boundaries 5th Grade Transfer to WCMS Hudson modular relocated to Lochbuie Redistribute administration Projected enrollment of 475 No program or security enhancements | 5-8 Middle School <ul style="list-style-type: none"> Transfer of district 5th grade students Repurpose of out-building for electives Redistribute administration Projected enrollment of 650 No program or security enhancements Eventual elimination of track & field events due to track quality | 9-12 High School <ul style="list-style-type: none"> Consider transfer of district 8th grade students No program or security enhancements Eventual elimination of track & field events due to track quality | K-8 Charter <ul style="list-style-type: none"> No program or security enhancements Limited educational opportunities and scheduling options |

MLO DISCUSSION

Weld County
School District Re-3

State Budget Impact

**Student Need &
District Goals Based**



SCHOOL FUNDING LOCAL v. STATE SHARE

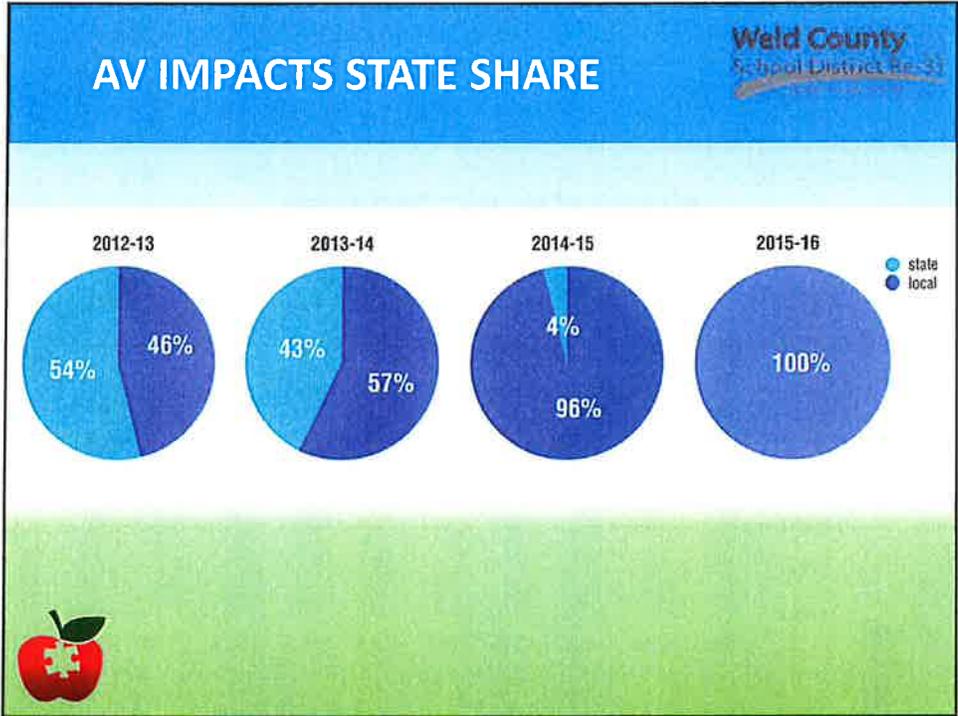
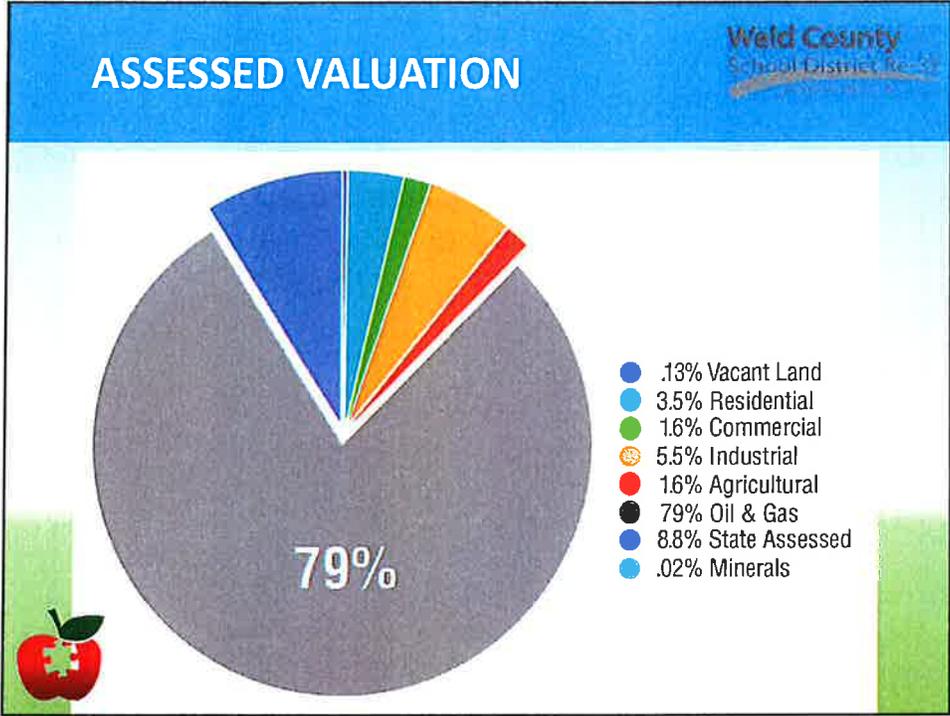
Weld County
School District Re-3

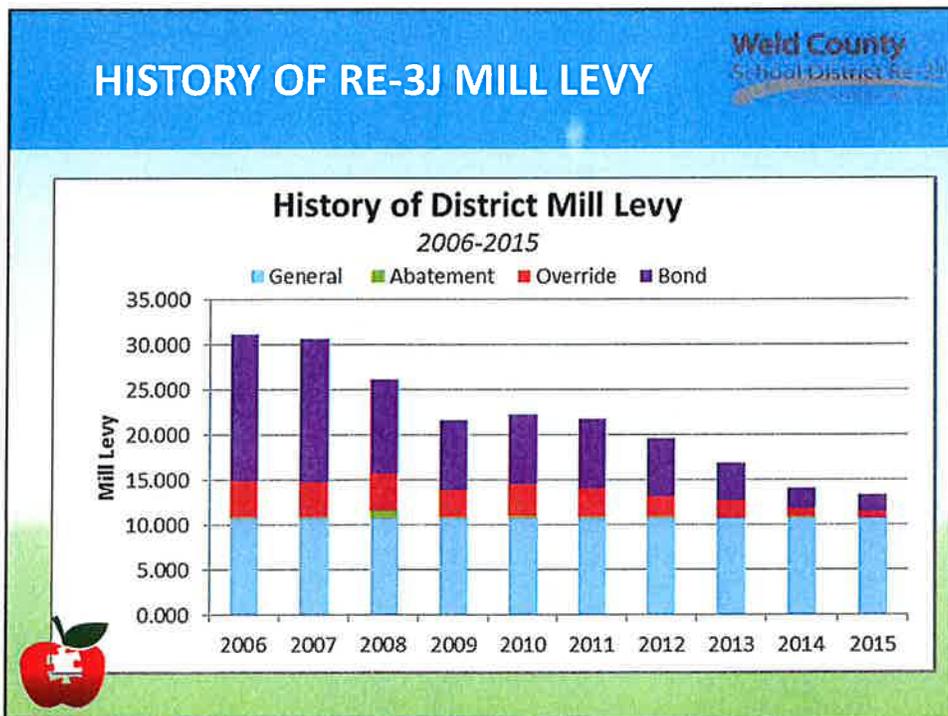
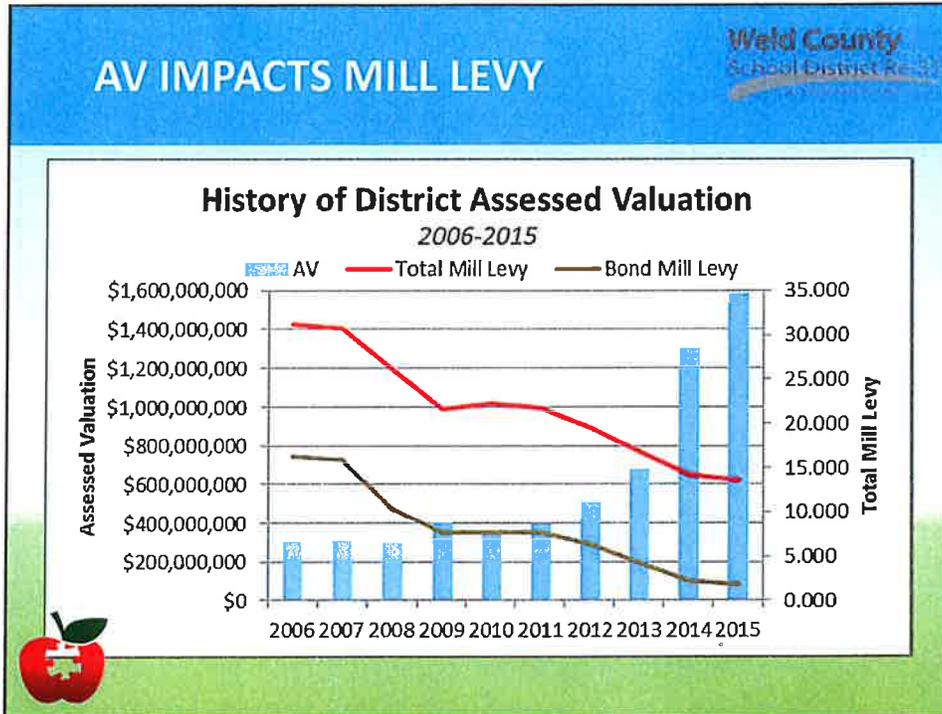
Total Program Funding = local and state share;
determined by School Finance Act formula

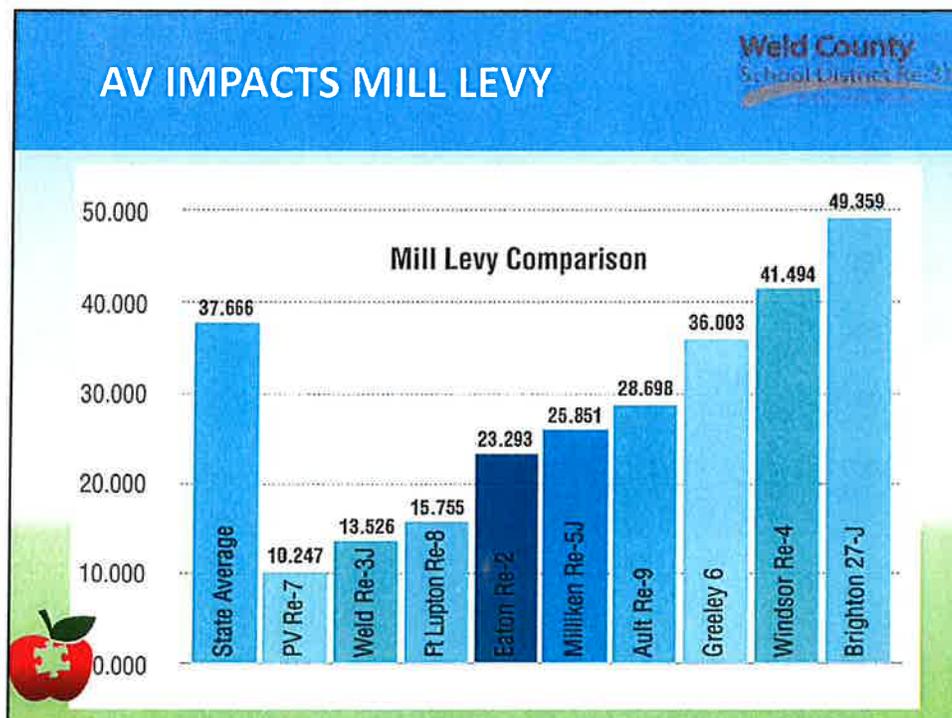
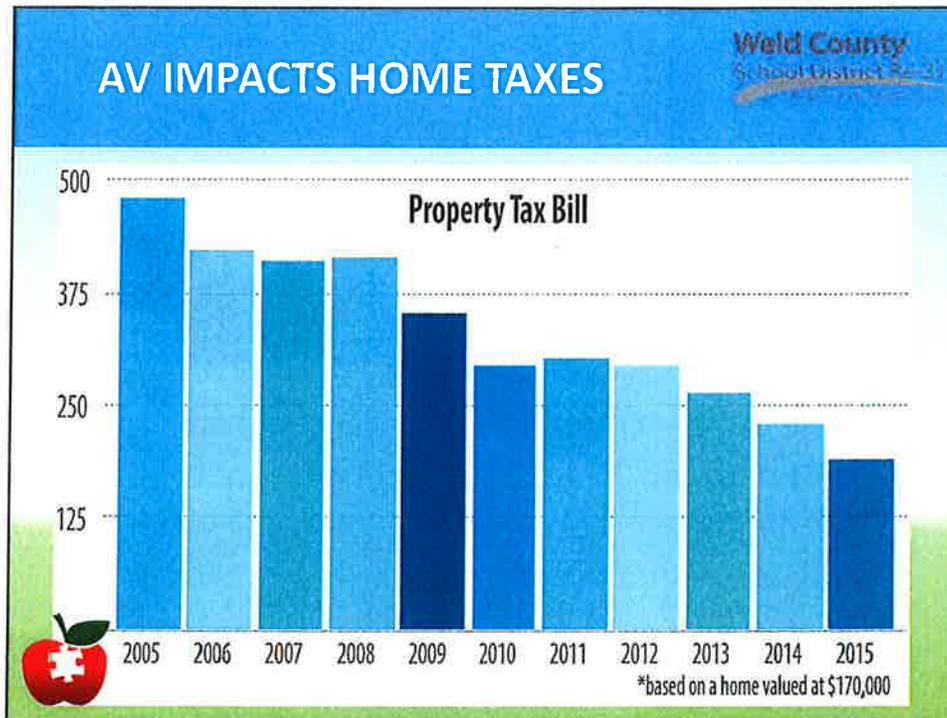
Local Share = property taxes, specific ownership
taxes

State Share = state income and sales taxes









STATE OF THE STATE

Weld County
School District RE-3J

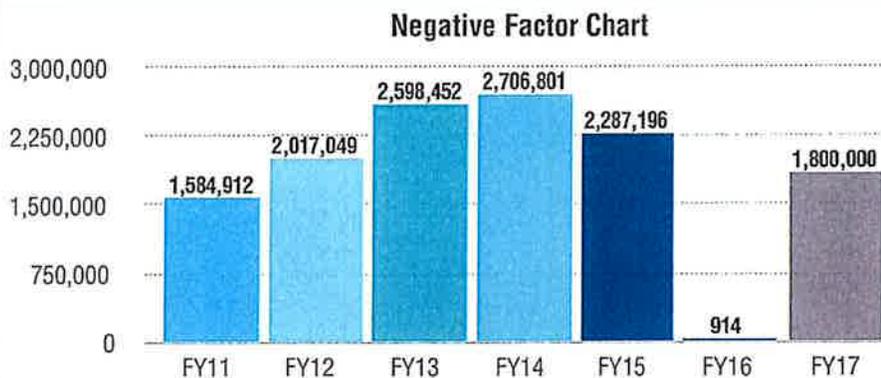
- Ranking of 40th in per pupil spending based on '12-13 date
- Spending per student is more than \$2000 below the US average
- June 2015—Education Law Center gave Colorado an “F” for its efforts in school funding (based on the comparison of funding to state economic condition)



Impact of Negative Factor after Great Recession

NEGATIVE FACTOR IN RE-3J

Weld County
School District RE-3J



LOCAL OPTIONS

Weld County
School District Re-3J

- **Mill Levy Override**

- In 2014, Re-3J asked voters to approve a \$3.3 mil override. This equated to a mill increase of about 2.582 mills
- Mill levy would have been 17 mills (less than half the state average) instead of 14.4 mills
- Voters turned down the override proposal

- **Reasons for Failure**

- Communication, Sunset, Ballot Language



RECOMMENDED MLO

2016 MILL LEVY OVERRIDE PRIORITIES \$3.3 million annually (sunset provision) – CTF Recommendation

| Instructional Initiatives | Recruit & Retain | Technology Initiatives | School Maintenance/Safety |
|---|---|---|---|
| <p><i>Increase Student Achievement</i></p> <ul style="list-style-type: none"> Replace outdated books and materials Implement Full-Day Kindergarten Strengthen support programs for both at-risk and gifted/talented students <ul style="list-style-type: none"> Direct service to elementary gifted/talented students Increase SpEd services/staff Reinstate elementary counseling service model Implement elementary art for all Add secondary electives and restore high school music Enhance extra-curricular programs | <p><i>Increase Teacher & Support Staff Retention</i></p> <ul style="list-style-type: none"> Attract and retain quality teachers and support staff <ul style="list-style-type: none"> Implement competitive salary and wage schedules Enhance benefit programs and provide to those without Reach 5th ranking out of 11 comparable districts (currently 10th) Reduce costly teacher turnover Enhance professional development to improve educator quality | <p><i>Increase Student Access to 21st Century Learning</i></p> <ul style="list-style-type: none"> Implement tablet program at strategic grade levels Replace outdated computers Update technology infrastructure and wireless networks Increase technology support district-wide | <p><i>Maintain Facilities & Equipment</i></p> <ul style="list-style-type: none"> Reinstate building and grounds maintenance schedule Implement major equipment maintenance and replacement cycle Replace outdated buses/vehicles <ul style="list-style-type: none"> Replace two buses per year |
|  <p>\$1,275,000</p> |  <p>\$900,000</p> |  <p>\$520,000</p> |  <p>\$605,000</p> |

RESULT OF FAILED MLO

2016 MLO Contingency Plan Result of No/Failed Election - DRAFT

| Hoff | Hudson | Lochbuie | WCMS MILL LEVY OVERRIDE | WCHS | Charter |
|---|---|---|--|---|---------|
| <ul style="list-style-type: none"> Maintain or increase materials fees Increased teacher turnover Increase class sizes <p><u>Areas of Investigation</u></p> <ul style="list-style-type: none"> Shorten school day and reduce specials Impose transportation fees | <ul style="list-style-type: none"> Maintain or increase materials fees Increased teacher turnover Elimination of art Increase class sizes <p><u>Areas of Investigation</u></p> <ul style="list-style-type: none"> Shorten school day and reduce specials Impose transportation fees | <ul style="list-style-type: none"> Maintain or increase materials fees Increased teacher turnover Increase athletic & activities fees Eliminate low participation athletics/activities <p><u>Areas of Investigation</u></p> <ul style="list-style-type: none"> Reduce to 1 elective option Impose transportation fees | <ul style="list-style-type: none"> Maintain or increase materials fees Increased teacher turnover Reduce District funding for Concurrent Enrollment Eliminate Advanced Placement (AP) courses Increase athletic & activities fees Eliminate low participation athletics/activities <p><u>Areas of Investigation</u></p> <ul style="list-style-type: none"> Impose transportation fees Reduce Electives | <ul style="list-style-type: none"> Stalled program improvements Increased teacher turnover due to lagging salaries & benefits | |

EXAMPLE OF MLO IMPACT



Per \$100,000 of Residential Value

\$3.3 Million MLO

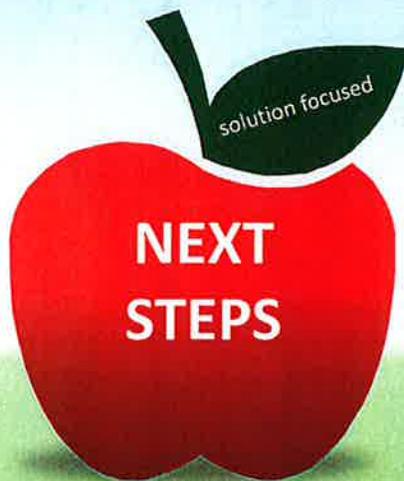
- Estimated Increase of **\$24** per year

**Based on estimated decline in Assessed Valuation*

QUESTIONS & ANSWERS



- INFORMATIONAL MAILER (APRIL)
- VOTER SURVEY (MAY/APRIL)
- CTF RECONVENES (MAY)



- ELECTION COMMITTEE FORMS (JUNE)
- INFORMATIONAL MAILERS (SUMMER)
- BOE ACTION (AUGUST)