

AGENDA
TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
May 20, 2015 - 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 Minutes – Regular Meeting, May 5, 2015
- b. Payment of Bills
- c. Liquor License Renewal – Loves Travel Stop

2) GENERAL BUSINESS

- a. Ordinance No. 15-09, Second Reading, Overweight Vehicle Fleet Permits
- b. Resolution 15-16, Appointing William Pyfer to the Planning Commission
- c. Joint Resolution, A Joint Resolution by the Board of Education of the RE3J School District and the Towns of Hudson, Keenesburg and Lochbuie in support of local schools
- d. Professional Services Agreement, Town Hall design, Humphries Poli Architects
- e. Discussion, Options for Maintenance on CR 41

3) STAFF REPORTS

4) ADJOURNMENT

MINUTES
TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
May 6, 2015 - 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, Ed Rossi - Present
Trustee, Matt Cole – Present
Trustee, Laura Hargis - Present
Trustee, Christine Hamilton – Present
Trustee, Tiffany Sanders – Absent
Trustee, Terri Davis – Present

Town Clerk/Treasurer, Linnette Barker took roll call, and a quorum of the Mayor 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

ADDITIONS TO AGENDA

Item 2.f. Discussion repair alternatives CR 49

CITIZEN'S COMMENTS

Ken Gabrielson, Hudson Fire District Chief, reported the Hudson Fire Station upstairs remodel should be completed by July. The upstairs remodel will enable the Fire District to have crew coverage 24/7 in Lochbuie and Hudson. All are welcome to attend the Strategic Planning Committee meetings held on the first Monday of each month at 5:30 pm at the Hudson Fire Station. A house on CR 53 and CR 18 has been donated to the Fire District for a burning exercise, the training will be held on May 18, 19 and May 21, 2015.

Patti Varra, Anadarko, Municipal Planning Department, introduced herself, reported that she represents the Ambassador Program, and is available for Oil and Gas Development presentations.

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, April 15, 2015
- b. Payment of Bills

Trustee Rossi made a motion, seconded by Trustee Hargis to approve the Consent Agenda.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

2) GENERAL BUSINESS

- a. Ordinance 15-08, Second Reading, An Ordinance approving the contract for the sale of Lot 3, Bison Highway Minor Subdivision

Corey Hoffmann, Town Attorney, reported that this contract for the sale of Lot 3, Bison Highway Minor Subdivision is for the sale of property that is no longer needed for governmental use.

Trustee Cole made a motion, seconded by Trustee Hargis to approve Ordinance 15-08, Second Reading, and an Ordinance approving the contract for the sale of Lot 3, Bison Highway Minor Subdivision.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- b. Ordinance 15-09, First Reading, Overweight Vehicle Fleet Permit

Joe Racine, Town Administrator, reported that this ordinance would amend the Town's overweight vehicle permit requirements to provide a new category of permit for fleets of vehicles. With a fleet permit, the entire fleet of a company would be permitted to use town streets for overweight vehicles. The permit would be good for one year from the date of issuance.

Trustee Hargis made a motion, seconded by Trustee Rossi to approve Ordinance 15-09, First Reading, A bill for an ordinance amending Article 3.5 of Chapter 8 of the Hudson Municipal Code adopting a fleet permit for overweight vehicles.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

- c. Letter of Intent to sell Lot 7A, Hudson Industrial Park

Joe Racine, Town Administrator, reported that we received a Letter of Intent from BNSF Railroad for the purchase of a five-acre parcel of town-owned land, in the Hudson Industrial Park. The Letter of Intent is not a purchase/sale agreement. It is an indication that the parties are interested in moving toward the sale and what the terms of that sale would be. The proposed purchase price is \$250,000.

The Board of Trustees consensus was to let BNSF know that the Town would be interested in selling Lot 7A.

d. Planning Commission application – William Pyfer

Mr. William Pyfer, Hudson Resident, was present and reported his interest in being a Hudson Planning Commissioner.

After a brief interview, Trustee Rossi made a motion, seconded by Trustee Cole to appoint William Pyfer to the Hudson Planning Commission.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

e. Well repairs, LFH#3, Fishing Pond

Hunter Fobare, Utility Director, reported that the well at the Fishing Pond is scaled and the repair would be an acid wash for the casing and for the pump cleaning. This will enable the water level in the pond to be consistent. The quote for the repair to the well is \$6,567.00.

Trustee Hamilton made a motion, seconded by Trustee Rossi to approve the well repairs, LFH#3, at the Fishing Pond for \$6,567.00.

The vote was as follows:

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

Nay - None

Mayor Patch declared the motion carried.

f. Discussion, repair alternatives for CR 49

Mike Ketterling, Town Engineer, reported that with the Weld County expansion of CR 49 the Town's section of CR 49 is scheduled to be replaced in the next 3-4 years. In the meantime, the Town's section of CR 49 is not as bad as some other county roads. Any repairs would be throwing money away. The base failure is due to the road not being originally built to withstand the number of trucks traveling on the road. The only solution would be to tear-up the road and re-build; the patch fix to fill the ruts is not effective. To do a mill and overlay would cost \$190,000 per mile and might not even last 1 year. Repairs to the worst areas would be \$30,000.00 per 100 sq. feet.

The Board of Trustees consensus was to continue this item until the first meeting in June and to bring back some bids.

4) STAFF REPORTS

Joe Racine, Town Administrator, reported that Roy Fronczyk, Town Planner will be the project manager for the Comprehensive Plan update.

Joe Racine, Town Administrator, suggested that NOAA radios could be purchased for all residents in town in lieu of an additional emergency siren. It would be less expensive and more effective. Mr. Racine will place on June 3, 2015 Board of Trustees agenda.

Corey Hoffmann, Town Attorney, reported that he has not received anything from Weld County regarding the CR 49 Intergovernmental Agreement.

Corey Hoffmann, Town Attorney, reported that the oral argument regarding the Library Litigation appeal is May 26, 2015 at 1:30 pm.

Ron Allen, Public Works Director, reported that Weld County reclaims a road for about \$30,000 per mile. The Town has 2,600' of CR 41 off CR 8. With road base and reclamation material, it would cost approximately \$50,000.00. He is meeting with a representative from Envirotech for stabilization recommendations.

Dan Hamsmith, Economic Development Director, reported that I-76 Economic Development Initiative would be holding a tour of Southeast Weld I-76 region on Thursday, May 28, 2015. This will be a bus tour of the I-76 corridor for future planning and development. The Platinum Sponsorship to help fund the bus tour is \$2,000.00, and would come from the economic development budget.

The Board of Trustees consensus was for the Platinum Sponsorship for \$2,000.00

Mayor Patch reported that the Weld County has turned down the proposed ACO/CEO agreement that would have provided the service through Weld County.

ADJOURNMENT

The meeting adjourned at approximately 7:00p.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
05/15/2015	50625	4	Andersen's Star Market	043015	Cleaning Supplies	70-68-6710	3.80
05/15/2015	50625	4	Andersen's Star Market	043015	WWTP Supplies	75-68-6710	39.50
05/15/2015	50625	4	Andersen's Star Market	043015	Water for Animal Clinic	10-69-6730	7.56
05/15/2015	50625	4	Andersen's Star Market	043015	I-76 Meeting	10-65-7103	12.50
Total 50625:							63.36
05/15/2015	50626	45	AT&T	050415	Long Distance Service	10-64-6410	59.77
05/15/2015	50626	45	AT&T	050415	Long Distance Service	10-68-6410	29.89
05/15/2015	50626	45	AT&T	050415	Long Distance Service	70-64-6410	29.89
05/15/2015	50626	45	AT&T	050415	Long Distance Service	70-68-6410	29.88
Total 50626:							149.43
05/15/2015	50627	2	Atmos Energy	051115-3014	Natural Gas Utilities - 509 Cherry Street	10-68-6412	128.36
Total 50627:							128.36
05/15/2015	50628	1208	BBR	2554	Demo Removal of old PW Shop - Roll Off Exchange	10-68-6710	330.00
Total 50628:							330.00
05/15/2015	50629	1041	Caselle Inc.	65321	Contract Support and Maintenance - June 2015	10-64-6633	525.00
Total 50629:							525.00
05/15/2015	50630	30	Century Link	303-536-400	Telephone Service - 303-536-4003	75-68-6410	99.56
05/15/2015	50630	30	Century Link	303-536-475	Telephone Service - 303-536-4753	10-64-6410	62.86
05/15/2015	50630	30	Century Link	303-536-931	Telephone Service - 303-536-9311	10-64-6410	89.11
05/15/2015	50630	30	Century Link	303-536-931	Telephone Service - 303-536-9311	70-64-6410	89.10
05/15/2015	50630	30	Century Link	303-536-936	Telephone Service - 303-536-9365	70-68-6410	52.43
Total 50630:							393.06
05/15/2015	50631	108	CIRSA	W15218	2014 Payroll Audit - Work Comp	10-68-6035	337.35
05/15/2015	50631	108	CIRSA	W15218	2014 Payroll Audit - Work Comp	10-69-6035	17.30
05/15/2015	50631	108	CIRSA	W15218	2014 Payroll Audit - Work Comp	25-64-6035	95.15
05/15/2015	50631	108	CIRSA	W15218	2014 Payroll Audit - Work Comp	70-64-6035	17.30
05/15/2015	50631	108	CIRSA	W15218	2014 Payroll Audit - Work Comp	70-68-6035	294.10
05/15/2015	50631	108	CIRSA	W15218	2014 Payroll Audit - Work Comp	75-64-6035	8.65
05/15/2015	50631	108	CIRSA	W15218	2014 Payroll Audit - Work Comp	75-68-6035	95.15
Total 50631:							865.00
05/15/2015	50632	36	Colorado Analytical Laboratories I	150421047	Wastewater Samples	75-68-6633	111.60
05/15/2015	50632	36	Colorado Analytical Laboratories I	150428035	Wastewater Samples	75-68-6633	111.60
05/15/2015	50632	36	Colorado Analytical Laboratories I	150504080	Wastewater Samples	75-68-6633	16.20
05/15/2015	50632	36	Colorado Analytical Laboratories I	150505063	Wastewater Samples	75-68-6633	209.70
05/15/2015	50632	36	Colorado Analytical Laboratories I	150505066	Water Samples	70-68-6633	39.40

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50632:							488.50
05/15/2015	50633	1137	Colorado Department of Labor an	050115	Unemployment Taxes	10-68-6036	3,708.36
05/15/2015	50633	1137	Colorado Department of Labor an	050115	Unemployment Taxes	10-67-6036	188.11
05/15/2015	50633	1137	Colorado Department of Labor an	050115	Unemployment Taxes	10-69-6036	913.66
05/15/2015	50633	1137	Colorado Department of Labor an	050115	Unemployment Taxes	70-68-6036	429.96
05/15/2015	50633	1137	Colorado Department of Labor an	050115	Unemployment Taxes	75-68-6036	134.34
Total 50633:							5,374.43
05/15/2015	50634	1231	Contractors Equipment Center	2010635	Trencher for Parks	10-69-6710	556.92
Total 50634:							556.92
05/15/2015	50635	437	Daniel Hamsmith	051515	Reimbursement for EDCC Conference Expenditures	10-65-7103	27.00
Total 50635:							27.00
05/15/2015	50636	33	DPC Industries Inc.	737001501-1	Water Chemicals	70-68-6710	268.63
Total 50636:							268.63
05/15/2015	50637	53	Farm & Home Lumber	042415-8720	Lamp	10-68-6633	43.80
05/15/2015	50637	53	Farm & Home Lumber	042415-8720	Utility Knives, Hose Clamps, Sweeper Mounts	10-68-6735	94.99
05/15/2015	50637	53	Farm & Home Lumber	042415-8720	Sealer and Locate Supplies	10-68-6735	49.47
05/15/2015	50637	53	Farm & Home Lumber	042415-8720	Planting Tools, Pruners	10-69-6735	68.27
05/15/2015	50637	53	Farm & Home Lumber	042415-8720	Key	10-68-6720	2.00
05/15/2015	50637	53	Farm & Home Lumber	042415-8720	Fertilizer and Irrigation Supplies and Equipment	10-69-6710	340.12
05/15/2015	50637	53	Farm & Home Lumber	042415-8720	Water Plant Supplies	70-68-6710	40.87
05/15/2015	50637	53	Farm & Home Lumber	042415-8720	Wastewater Plant Supplies	75-68-6710	44.04
05/15/2015	50637	53	Farm & Home Lumber	042415-8720	Pond Improvements	60-69-7712	198.28
05/15/2015	50637	53	Farm & Home Lumber	042415-8720	Finance Charge	10-68-6415	7.59
Total 50637:							889.43
05/15/2015	50638	57	Front Range Internet	1382951	Website Hosting and Maintenance	10-64-6415	122.90
Total 50638:							122.90
05/15/2015	50639	22	Hoffmann Parker Wilson & Carber	043015-4080	Legal Services - Administration	10-64-6630	3,260.98
05/15/2015	50639	22	Hoffmann Parker Wilson & Carber	043015-4080	Legal Services - Municipal Court	10-62-6630	973.50
05/15/2015	50639	22	Hoffmann Parker Wilson & Carber	043015-4080	Legal Services - Library	25-64-6630	49.50
Total 50639:							4,283.98
05/15/2015	50640	276	Joe Racine	043015	Mileage - Meetings	10-64-6213	59.80
05/15/2015	50640	276	Joe Racine	043015	Computer, Camera Phone	10-64-6633	50.00
05/15/2015	50640	276	Joe Racine	043015	Medicare Reimbursement	10-64-6110	149.90
Total 50640:							259.70
05/15/2015	50641	134	Judith A. McGill	051315	Mileage	10-64-6213	16.10
05/15/2015	50641	134	Judith A. McGill	051315	Card Stock for Events	10-69-6730	19.99

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50641:							36.09
05/15/2015	50642	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Town	10-64-6640	1,818.68
05/15/2015	50642	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Library	23-71-6640	2,383.80
05/15/2015	50642	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Sewer	75-68-6640	720.75
05/15/2015	50642	840	Ketterling Butherus & Norton Engi	1131-001/00	Engineering - Water	70-68-6640	302.25
05/15/2015	50642	840	Ketterling Butherus & Norton Engi	1131-002/00	Hudson Water System Model	70-71-6640	1,750.00
Total 50642:							6,975.48
05/15/2015	50643	492	Linnette Barker	051215	Mileage - Bank, Election Class and Clerk & Recorder	10-64-6213	63.25
05/15/2015	50643	492	Linnette Barker	051215	Cell Phone - April and May 2015	10-64-6410	50.00
Total 50643:							113.25
05/15/2015	50644	853	Love's Travel Stops & County Stor	636955053	Fuel - Parks Department	10-69-6416	10.11
05/15/2015	50644	853	Love's Travel Stops & County Stor	636955053	Fuel - PW Department	10-68-6416	749.14
05/15/2015	50644	853	Love's Travel Stops & County Stor	636955053	Fuel - Water Department	70-68-6416	333.95
Total 50644:							1,093.20
05/15/2015	50645	950	Lowe's	052015-9900	Irrigation for Veteran's Memorial	10-69-6710	29.46
05/15/2015	50645	950	Lowe's	052015-9900	Ramp for Pond Dock	10-69-6710	225.40
05/15/2015	50645	950	Lowe's	052015-9900	Side Boxes for New Truck	10-68-6735	321.10
Total 50645:							575.96
05/15/2015	50646	1186	Pinnacle Bank	050115-4035	CML Conference - Hargis, Hamilton, Racines	10-61-6210	844.00
05/15/2015	50646	1186	Pinnacle Bank	050115-4035	CML Conference - Hargis, Hamilton, Racines	10-64-6210	287.00
Total 50646:							1,131.00
05/15/2015	50647	1187	Pinnacle Bank - 2	050115-4076	EDCC Conference Hotel	10-65-7103	276.87
05/15/2015	50647	1187	Pinnacle Bank - 2	050115-4076	EDCC Conference Lunch	10-65-7103	10.18
05/15/2015	50647	1187	Pinnacle Bank - 2	050115-4076	EDCC Conference Dinner	10-65-7103	41.31
Total 50647:							328.36
05/15/2015	50648	1188	Pinnacle Bank - 3	050115-4050	OCPO Training	70-68-6210	90.00
Total 50648:							90.00
05/15/2015	50649	1189	Pinnacle Bank - 4	050115-4043	Postage	10-64-6722	43.71
05/15/2015	50649	1189	Pinnacle Bank - 4	050115-4043	Lunch with the Mayor	10-64-6212	52.22
Total 50649:							95.93
05/15/2015	50650	1190	Pinnacle Bank - 5	050115-4068	Crew Meeting	10-69-6710	28.07
05/15/2015	50650	1190	Pinnacle Bank - 5	050115-4068	Street Signs	10-68-6712	325.00
Total 50650:							353.07
05/15/2015	50651	1195	Pinnacle Bank - 6	050115-4027	Barker Review	10-64-6212	27.49

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
05/15/2015	50651	1195	Pinnacle Bank - 6	050115-4027	Comp Plan Meeting	10-65-6212	45.44
05/15/2015	50651	1195	Pinnacle Bank - 6	050115-4027	BOT/WC Com, Joint Meeting	10-61-6730	441.20
Total 50651:							514.13
05/15/2015	50652	943	Power Equipment Company	D504178484	Spare Keys for Volvo Skid Steer	10-68-6633	33.07
Total 50652:							33.07
05/15/2015	50653	1151	RH Water & Wastewater LLC	59	Water Contract Ops	70-68-6633	125.00
05/15/2015	50653	1151	RH Water & Wastewater LLC	59	Wastewater Contract Ops	75-68-6633	125.00
Total 50653:							250.00
05/15/2015	50654	342	Roggen Farmer's Elevator Associ	710298	Chemicals	10-69-6710	662.50
Total 50654:							662.50
05/15/2015	50655	49	SAFEbuilt Inc	0020038-IN	Building Permits and Plan Review Services	10-65-6642	4,864.29
05/15/2015	50655	49	SAFEbuilt Inc	0020048-IN	Code Enforcement Services - April 2015	10-66-6632	797.50
Total 50655:							5,661.79
05/15/2015	50656	1212	Santander Leasing LLC	1661675	Street Sweeper Payment	10-68-7734	9,348.10
Total 50656:							9,348.10
05/15/2015	50657	1182	Stephanie Fleming	050715	Restitution - Case Number 15-3123	10-42-4210	100.00
Total 50657:							100.00
05/15/2015	50658	800	Treatment Technology	169660	Wastewater Chemicals	75-68-6710	904.00
Total 50658:							904.00
05/15/2015	50659	131	Tribune The	4055165	ordinance Publishing - 15-07	70-64-6620	25.98
05/15/2015	50659	131	Tribune The	4055166	Ordinance Publishing - 15-08	10-64-6620	76.24
05/15/2015	50659	131	Tribune The	40996118	publishing - March Hudson Bills	10-64-6620	126.72
05/15/2015	50659	131	Tribune The	4099617	Publishing - February Hudson Bills	10-64-6620	116.16
Total 50659:							345.10
05/15/2015	50660	5	United Power	042415-1519	Hudson Street Lighting	10-68-6414	1,142.99
05/15/2015	50660	5	United Power	042415-1519	Ball Park Lights - 650 Cherry Street	10-69-6413	17.68
05/15/2015	50660	5	United Power	042415-1519	Ball Park Lights - 650 Cherry Street	10-69-6413	16.00
05/15/2015	50660	5	United Power	042415-1519	Street Lighting - Well 22900 Service Rd.	70-68-6413	133.58
05/15/2015	50660	5	United Power	042415-1519	Street Lighting - 509 Cherry Street	10-68-6413	57.48
05/15/2015	50660	5	United Power	042415-1519	Street Lighting - 1100 5th Avenue	70-68-6413	30.98
05/15/2015	50660	5	United Power	042415-1519	Street Lighting - 800 E WCR 16	70-68-6413	405.06
05/15/2015	50660	5	United Power	050115-1634	Electric - WWTP - 8249 WCR 7.5	75-68-6413	3,153.50
05/15/2015	50660	5	United Power	050115-1800	Electric - 258 5th - Temp Construction	10-68-6413	115.05
05/15/2015	50660	5	United Power	051115-1553	Electric - 557 Ash Street	10-64-6413	93.42
05/15/2015	50660	5	United Power	051115-1553	Electric - 557 Ash Street	70-64-6413	93.41

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 50660:							5,259.15
05/15/2015	50661	12	Upstate Colorado Economic Deve	1002	I-76 Economic Development Tour	10-65-7103	2,000.00
Total 50661:							2,000.00
05/15/2015	50662	18	Utility Notification Center of Color	21504406	Locates	70-68-6633	112.97
Total 50662:							112.97
05/15/2015	50663	13	Weld County Sheriff's Office	050715	Weld County Sherrif's Patrol Time	10-66-6632	15,741.47
Total 50663:							15,741.47
05/15/2015	50664	437	Daniel Hamsmith	051515-2	January 2015 - Mileage	10-64-6213	156.98
05/15/2015	50664	437	Daniel Hamsmith	051515-2	February 2015 - Mileage	10-64-6213	49.46
05/15/2015	50664	437	Daniel Hamsmith	051515-2	March 2015 - Mileage	10-64-6213	236.33
05/15/2015	50664	437	Daniel Hamsmith	051515-2	April 2015 - Mileage	10-64-6213	482.44
Total 50664:							925.21
Grand Totals:							67,375.53

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

APR 07 2015

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

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

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

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

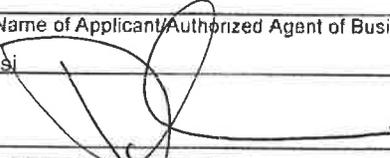
RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

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 7/15/2015	Due Date 5/31/2015
Street Address 201 E COLORADO HWY 52 HUDSON CO 80642				Phone Number
Mailing Address PO BOX 26210 OKLAHOMA CITY OK 73126-0210				
Operating Manager Dan West	Date of Birth 01/07/1978	Home Address 860 Centennial Drive, Bennett, CO 80102		Phone Number 303-909-7822

- 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 annual 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 annual 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 annual 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 See Attached List
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit - Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

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 4-9-2015

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

LOVE'S TRAVEL STOPS COUNTRY STORES, INC.
 Love's Travel Stop #377
 FEIN: 73-1220756
 P.O. Box 26210
 Oklahoma City, OK 73126-0210

Liquor or 3.2 Beer License - Renewal Application
 Support Document - Question 5

Store Name	State	License Number	Expiration Date	Issuing Authority
Love's Country Store #7	Colorado	14-05	04/24/2016	City of Gunnison
Love's Country Store #7	Colorado	09300810013	04/24/2016	State of Colorado-Alcohol
Love's Country Store #12	Colorado	012-ALC	02/16/2016	City of LaJunta
Love's Country Store #12	Colorado	09-30081-0006-ALC	02/16/2016	State of Colorado-Alcohol
Love's Travel Stop #23	Colorado	3303	01/05/2016	City of Lamar-Alcohol
Love's Travel Stop #23	Colorado	09-30081-0004-ALC	01/05/2016	State of Colorado-Alcohol
Love's Country Store #30	Colorado	09-30081-0008-ALC	09/12/2015	State of Colorado-Alcohol
Love's Country Store #30	Colorado	808	09/12/2015	City of Monte Vista
Love's Country Store #37	Colorado	09-30081-0002-ALC	10/24/2015	State of Colorado-Alcohol
Love's Country Store #37	Colorado	1613	10/24/2015	Town of Springfield
Love's Country Store #38	Colorado	3223	06/18/2016	City of Lamar-Alcohol
Love's Country Store #38	Colorado	09-30081-0001-ALC	06/18/2016	State of Colorado-Alcohol
Love's Travel Stop #226	Colorado	09-30081-17P	04/13/2016	City of Pueblo-Finance
Love's Travel Stop #226	Colorado	09300810017	04/13/2016	State of Colorado-Alcohol
Love's Travel Stop #300	Colorado	12-007-447110C	09/27/2015	State of Colorado-Alcohol
Love's Travel Stop #300	Colorado	157	09/27/2015	Town of Bennett
Love's Country Store #357	Colorado	09-30081-0014-ALC	08/12/2015	State of Colorado-Alcohol
Love's Country Store #357	Colorado	13-0585	08/12/2015	City of Fountain
Love's Travel Stop #517	Colorado	5020423	04/01/2016	City of Grand Junction
Love's Travel Stop #517	Colorado	4600231	04/01/2016	State of Colorado

MEMORANDUM

2.a.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: May 20, 2015
Subject: Ordinance No. 15-09, Second Reading, Overweight vehicles, fleet permits

Attachment

The attached Ordinance No. 15-09 is presented for consideration on second reading. The ordinance would amend the Town's overweight vehicle permit requirements to provide a new category of permit for fleets of vehicles. "Overweight" is defined as exceeding the State's weight limits, i.e., if a state permit is required then a town permit would also be required if the overweight vehicle is proposed to travel on town-owned streets.

This issue was recently raised by Haliburton. They have a large fleet of vehicles, and do not know exactly which vehicles will be using town streets or how often. Statute provides for annual fleet permits with a specified permit rate of a flat \$1,500 plus \$25 per vehicle. With a fleet permit the entire fleet of a company would be permitted to use town streets for overweight vehicles. The permit would be good for one year from the date of issuance.

If approved, the staff will work out the permit details, including a list of identifying numbers that would show the vehicles included in the permit. Proceeds from permits help offset the some of the cost of maintenance and repairs on affected streets, including the one-mile portion of CR49 that is in Hudson.

ORDINANCE NO.

15-09
Series of 2015

TITLE: AN ORDINANCE AMENDING ARTICLE 3.5 OF CHAPTER 8 OF THE HUDSON MUNICIPAL CODE ADOPTING A FLEET PERMIT FOR OVERWEIGHT VEHICLES

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

Section 1. Section 8-35(f) of the Hudson Municipal Code is amended to read as follows:

(f) The Town Administrator or his or her designee shall charge permit fees as follows:

1. Annual permit, four hundred dollars (\$400);
2. Daily permit, two hundred dollars (\$200);
3. Single-trip permit, fifteen dollars (\$15), plus five dollars (\$5) per axle.
4. Annual fleet permit, one thousand five hundred dollars (\$1,500) plus twenty-five (\$25) per vehicle included in the permit. For the purposes of this Subsection, *fleet* means any group of two (2) or more vehicles owned or operated by one (1) person or company.

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.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this _____ day of _____, 2015.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

PASSED ON SECOND AND FINAL READING this _____ day of _____, 2015, 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.b.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: May 20, 2015
Subject: Resolution No. 15-16, Appointing William Pyfer to the Planning Commission

Attachment

On May 6th the Board interviewed William Pyfer for a position on the Town Planning Commission and approved his appointment. Section 16-30(b)(2) of the municipal code requires that citizen members of the Planning Commissioners be appointed by resolution. The attached resolution confirms that appointment for a term ending on December 31, 2018.

RESOLUTION NO.

15-16

TITLE: A RESOLUTION APPOINTING WILLIAM PYFER TO THE HUDSON PLANNING COMMISSION FOR THE REMAINDER OF A FOUR-YEAR TERM

WHEREAS, the Board of Trustees of the Town of Hudson, Colorado, pursuant to Section 16-30, subsection (b)(2) of the Hudson Municipal Code, appoint citizens to serve four year terms on the Hudson Planning Commission; and

WHEREAS, there exists a vacant position on the Planning Commission; and

WHEREAS, the Hudson Board of Trustees finds that it is in the public interest to appoint Cristine Anderson to the Planning Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Hudson, Colorado that William Pyfer is hereby appointed to complete the four year term on the Planning Commission, expiring December 31, 2018.

INTRODUCED, READ AND ADOPTED THIS 20th day May, 2015.

TOWN OF HUDSON, COLORADO

Charles E. Rossi, Mayor Pro Tem

SEAL

ATTEST

Linnette Barker, Town Clerk

MEMORANDUM

2.c.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: May 20, 2015
Subject: Joint Resolution, support for neighborhood schools

Attachment

On April 22nd the Board met with the RE3J Board of Education to discuss the future of the Hudson Academy of Arts & Sciences and ways in which the Town and the School District could work together in the future. One of the key points that was made during the discussion was that local, neighborhood elementary schools are important to the overall health of communities. They are important to people with school age children. But they are also important in terms of making the community attractive for new investment, and are places where community events can be held. They help give a community its character and identity.

Given the current financial difficulties being experienced by the District, it is important that the three towns within the District and the District itself agree on fundamental principles, including the overall importance of neighborhood schools and for general community support for the schools. Both boards agreed that a good first step would be for the three towns and the District to pass a joint resolution that expresses that goal.

The attached resolution was circulated to RE3J, Keenesburg and Lochbuie. To date we have not received any suggestions for changes to the wording. One of the four entities has to be the first to adopt the resolution. If adopted, I suggest that we send a request to the other three boards that they consider adopting it as well.

RESOLUTION

TITLE: A JOINT RESOLUTION BY THE BOARD OF EDUCATION OF THE RE3J SCHOOL DISTRICT AND THE TOWNS OF HUDSON, KEENESBURG AND LOCHBUIE IN SUPPORT OF LOCAL SCHOOLS

WHEREAS, the children of our communities are our greatest natural resource; and

WHEREAS, quality neighborhood schools are essential to the quality of life and success of all of our communities; and

WHEREAS, school funding from the State of Colorado is not adequate to keep pace with the needs of the RE3J School District; and

WHEREAS, the success of our neighborhood schools depends upon a close working relationship and mutual understanding among the school district, the town governments and the citizens of our communities.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF EDUCATION OF SCHOOL DISTRICT RE3J AND THE BOARDS OF TRUSTEES OF THE TOWNS OF HUDSON, KEENESBURG AND LOCHBUIE, COLORADO, AS FOLLOWS:

Section 1. The four Boards adopt and support a mutual goal of maintaining viable, quality neighborhood schools in each of our communities.

Section 2. The four Boards agree to work together to identify opportunities to collaborate and to identify creative ways to support our neighborhood schools.

Section 3. The four Boards agree to work together to better inform their constituents of the facts of school funding and of the importance of quality local schools to the overall quality of life in our communities.

INTRODUCED, READ and PASSED this ___ day of _____, 2015.

MEMORANDUM

2.d.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: May 20, 2015
Subject: Professional services agreement, Humphries Poli Architects

Attachment

At the last meeting the Board interviewed two architectural firms for the Town Hall project. The consensus of the Board was to retain the services of Humphries Poli Architects for a two phase project. Phase 1 would be the overall design concept, space plan and cost estimate that would provide a sound basis for an August 1st application to the State for an Energy and Mineral Assistance Fund matching grant. Phase 2 would be the final design services and would only be initiated if the grant is successful.

Attached is a standard AIA agreement for architectural services as proposed by Humphries Poli. I suggest that the agreement be approved, subject to review by the Town Attorney. It is important to make a decision at this meeting, considering the short time frame for completion of the first phase of the project.

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of May in the year Two Thousand Fifteen.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Hudson
c/o Joe Racine, Town Administrator
557 Ash Street
P.O. Box 351
Hudson, CO 80642-0351
Phone: 303.536.9311

and the Architect:
(Name, legal status, address and other information)

Humphries Poli Architects, P.C.
2100 Downing Street
Denver, CO 8020
Phone: 303.607.0040

for the following Project:
(Name, location and detailed description)

New Town Hall for the Town of Hudson, Colorado consists of an approximate 10,000 SF phase one building to facilitate the operations of the Town. The Project will be designed to accommodate a future expansion of unknown size. The Project budget is envisioned to be approximately \$2.5 million. The new Town Hall will be located on property owned by the Town adjacent to the recently completed Hudson Library on Library Drive and Beach Street. The site work will include parking for the Town Hall and associated landscaping. It is understood that utilities and site drainage retention for the Town Hall were constructed near the proposed Project pad by the Library construction team. The Town is applying for a grant on 1 August 2015 from the Department of Local Affairs (DOLA) Colorado to partially fund the Project. The requirements of the DOLA grant will be incorporated into the design. The Architect will assist the Town with its application and then upon approval by the Town provide professional services typical to a project of this nature for design and construction of the Project. The Architect will conduct a preliminary programming phase to determine the final size of the phase one Town Hall based upon documents provided by the Town.

The Owner and Architect agree as follows.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

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2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
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10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

NA

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

TBD

.2 Substantial Completion date:

TBD

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

Init.

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 each occurrence
\$2,000,000 general aggregate

.2 Automobile Liability

\$1,000,000 each accident

.3 Workers' Compensation

\$1,000,000 each accident
\$1,000,000 disease – each employee
\$1,000,000 policy limit

.4 Professional Liability

\$1,000,000 per occurrence
\$2,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective Construction Manager/General Contractors (CM/GC). Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in creating a guaranteed maximum price (GMP).

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	O & A	Included as basic services.
§ 4.1.2 Multiple preliminary designs	A	Included as basic services.
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	NP	
§ 4.1.6 Building Information Modeling (E202™–2008)	NP	
§ 4.1.7 Civil engineering	A	Included as basic services.
§ 4.1.8 Landscape design	A	Included as basic services.
§ 4.1.9 Architectural Interior Design (B252™–2007)	A	Included as basic services.
§ 4.1.10 Value Analysis (B204™–2007)	NP	
§ 4.1.11 Detailed cost estimating	NP	
§ 4.1.12 Part Time on-site Project Representation (B207™–2008)	NP	
§ 4.1.13 Conformed construction documents	A	Included as basic services.
§ 4.1.14 As-Designed Record drawings	NP	
§ 4.1.15 As-Constructed Record drawings	NP	
§ 4.1.16 Post occupancy evaluation	NP	
§ 4.1.17 Facility Support Services (B210™–2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner’s consultants	A	Included as basic services.
§ 4.1.20 Telecommunications/data design	NP	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	NP	
§ 4.1.22 Commissioning (B211™–2007)	A	Refer to Article 12.
§ 4.1.23 Extensive environmentally responsible design	A	Refer to Article 12.
§ 4.1.24 LEED® Certification (B214™–2012)	A	Refer to Article 12.
§ 4.1.25 Fast-track design services	NP	
§ 4.1.26 Historic Preservation (B205™–2007)	NP	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

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Refer to Article 12

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twice Monthly visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

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§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 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; (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 Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written 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.

§ 5.5 The Owner 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.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 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.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit

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such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.)

- [X] Arbitration pursuant to Section 8.3 of this Agreement
- [] Litigation in a court of competent jurisdiction
- [] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided

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that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect 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.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

A lump sum of one hundred eighty one thousand five hundred dollars (\$181,500).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

On an hourly or agreed upon lump sum prior to authorization of work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

On an hourly or agreed upon lump sum prior to authorization of work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	forty	percent (	40	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
 (Paragraphs deleted)(Row deleted)

Employee or Category	Hourly Rate
Principal	\$195
Associate Principal	\$145
Associate	\$115
Architect III	\$105
Architect II	\$100
Architect I	\$ 95
Project Manager	\$ 95
Sr. Designer	\$ 75
Designer	\$ 65
Staff/Intern	\$ 50

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, standard form documents;
- .4 Postage, handling and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

(Paragraphs deleted)

- .7 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

TBD

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-one (31) 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 Architect.

0.5 % monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 In the event that either party to this Agreement employs an attorney in connection with any litigation or arbitration arising out of this Agreement, the successful party shall be entitled to receive its costs and reasonable attorney's fees incurred in such action.

12.2 It is understood the Owner will retain the services of a qualified Construction Manager/General Contractor during the project for cost estimating and construction consultation services.

12.3 The Owner will be applying for a grant from the Department of Local Affairs (DOLA) Colorado to fund a significant portion of the Project. The Architect will assist the Owner in this process by developing a schematic design consistent with the terms of Article 3.2. The work of the Project will be suspended while the grant is being reviewed and awarded unless directed otherwise by the Owner.

12.4 If the Owner should fail to pay the Architect all or any portion of the Compensation due pursuant to Article 11.1 or any other amount due the Architect under the terms of this Agreement or Architect's satisfactory performance of its obligation under this Agreement, the Owner agrees that Architect shall be entitled to recover, in addition to Architect's Damages, all costs and expenses, including reasonable attorney's fees incurred by the Architect in recovering Architect's Damages. This provision shall be effective in litigation as well as arbitration.

12.5 In the event of conflict between other provisions of this Agreement and Article 12, Article 12 shall control.

12.6 The Architect will attend meetings during the Construction Administration phase every other week to include a site visit and appropriate reporting of the issues noted.

12.7 If the Owner authorizes deviations, recorded or unrecorded, from the documents prepared by the Architect without written agreement of the Architect, the Owner shall indemnify and hold harmless the Architect, Architect's consultants and agents and employees or any of them from and against claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting in deviations whole or in part from such deviations.

12.8 The Architect may be entitled to Additional Services when required to make revisions in plans or other documents when such revisions are: a. inconsistent with approvals or instructions previously given by the Owner; b. required by an enactment, revised interpretation, jurisdictional differences in interpretation, or revisions of codes, zoning or building ordinances, laws or regulations subsequent to the preparation of such documents except for required revisions of Project Documents within six months of said documents having been approved by relevant governing entities, and/or having conformed with building codes, zoning or building ordinances, laws and/or regulations; c. due to changes required as a result of the Owner's failure to render decisions in a timely manner; d. due to discretionary decisions of building officials or inspectors inconsistent with prior approvals; e. due to the project occurring in multiple construction phases (except as defined in this Agreement for two phases), requiring additional submittals, revisions, reprocessing or repackaging; and f. due to changes in the project size, quality, or complexity in the Owner's schedule or in the method of bidding or negotiating and contracting for construction.

12.9 The terms of this Agreement shall be interpreted under Colorado law. The parties agree that any dispute, resolution, including, but not limited to, mediation, arbitration or litigation, be conducted in the State of Colorado.

12.10 The Owner shall furnish a site survey showing existing easements, right of ways, utility locations, and topography at intervals appropriate to allow the civil engineer to design the site, and property lines. The Architect shall not be responsible for the accuracy of this information.

12.11 The Owner shall furnish geotechnical engineering services describing the soils conditions and foundation designs. The Architect shall not be responsible for the accuracy of this information but shall be responsible for the adequacy and completeness of the site survey with respect to the requirements of the Project.

12.12 The Architect shall provide the two and three dimensional drawings and models developed in the normal course of their work for this project to the Owner. In the event that special renderings, finished models, and/or formatting of drawings is required for the Owner's purposes, the Architect shall be entitled to Additional Services. Notwithstanding the limits of the Architect's responsibilities herein, the Architect shall make its best effort to work with the Owner in the preparation of the Project's drawings and models that may serve dual purposes with respect to Project construction requirements and Owner's needs.

12.13 Subject to the Owner's approval, the Architect shall be permitted to construct signage at the Project to advertise the Architect's role in the Project.

12.14 The Architect's basic services do not include pursuing a LEED certified process. It is understood the DOLA grant requires achieving a level of LEED Gold or Green Globes 3. The Architect will retain the services of a qualified consultant to administer the program as an Additional Service once the appropriate program has been determined.

12.15 The Architect will be represented by Dennis R. Humphries, Principal in Charge or Ryan Wallace, Principal, at all public meetings and major coordination meetings through the course of the project. Humphries Poli's Project Manager will attend all meetings with the client through the course of the project.

12.16 The Architect will provide an electronic copy of the Construction Documents to the General Contractor to assist the General Contractor during the bidding/negotiation and construction phase. The terms of Article 6 of this Agreement remain.

12.17 If any of the assumptions described in the project description are modified or added to, the Architect is entitled to Additional Services.

12.18 If there are changes to the program after each design phase is signed-off by Owner, the Architect is entitled to Additional Services.

12.19 The Owner will retain the services of an Owner's Representative to assist in the administration of the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
N/A
- .3 Other documents:

(Paragraphs deleted)

N/A

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

OWNER

—See attached digital signatures page—

(Signature)

Joe Racine, Town Administrator

(Printed name and title)

ARCHITECT

—See attached digital signatures page—

(Signature)

Dennis R. Humphries, AIA, Principal

(Printed name and title)

Digital Signatures Page

Init.

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User Notes:

(1114064499)

Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:54:30 on 05/14/2015.

PAGE 1

AGREEMENT made as of the Twentieth day of May in the year Two Thousand Fifteen.

...

Town of Hudson
c/o Joe Racine, Town Administrator
557 Ash Street
P.O. Box 351
Hudson, CO 80642-0351
Phone: 303.536.9311

...

Humphries Poli Architects, P.C.
2100 Downing Street
Denver, CO 8020
Phone: 303.607.0040

...

New Town Hall for the Town of Hudson, Colorado consists of an approximate 10,000 SF phase one building to facilitate the operations of the Town. The Project will be designed to accommodate a future expansion of unknown size. The Project budget is envisioned to be approximately \$2.5 million. The new Town Hall will be located on property owned by the Town adjacent to the recently completed Hudson Library on Library Drive and Beach Street. The site work will include parking for the Town Hall and associated landscaping. It is understood that utilities and site drainage retention for the Town Hall were constructed near the proposed Project pad by the Library construction team. The Town is applying for a grant on 1 August 2015 from the Department of Local Affairs (DOLA) Colorado to partially fund the Project. The requirements of the DOLA grant will be incorporated into the design. The Architect will assist the Town with its application and then upon approval by the Town provide professional services typical to a project of this nature for design and construction of the Project. The Architect will conduct a preliminary programming phase to determine the final size of the phase one Town Hall based upon documents provided by the Town.

PAGE 2

~~(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)~~

NA

...

TBD

...

TBD

PAGE 3

\$1,000,000 each occurrence
\$2,000,000 general aggregate

...

\$1,000,000 each accident

...

\$1,000,000 each accident
\$1,000,000 disease – each employee
\$1,000,000 policy limit

...

\$1,000,000 per occurrence
\$2,000,000 aggregate

PAGE 5

The Architect shall assist the Owner in establishing a list of prospective ~~contractors~~ Construction Manager/General Contractors (CM/GC). Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in ~~(1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.~~ creating a guaranteed maximum price (GMP).

~~§ 3.5.2 COMPETITIVE BIDDING~~

~~§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.~~

~~§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by~~

- ~~.1 — procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~
- ~~.2 — distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- ~~.3 — organizing and conducting a pre-bid conference for prospective bidders;~~
- ~~.4 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and~~
- ~~.5 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

~~§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

~~§ 3.5.3 NEGOTIATED PROPOSALS~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~1~~ — procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- ~~2~~ — organizing and participating in selection interviews with prospective contractors; and
- ~~3~~ — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

~~§ 3.5.3.3~~ The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

PAGE 8

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

...

§ 4.1.1	Programming (B202™–2009)	O & A	Included as basic services.
§ 4.1.2	Multiple preliminary designs	A	Included as basic services.
§ 4.1.3	Measured drawings	NP	
§ 4.1.4	Existing facilities surveys	NP	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	NP	
§ 4.1.6	Building Information Modeling (E202™–2008)	NP	
§ 4.1.7	Civil engineering	A	Included as basic services.
§ 4.1.8	Landscape design	A	Included as basic services.
§ 4.1.9	Architectural Interior Design (B252™–2007)	A	Included as basic services.
§ 4.1.10	Value Analysis (B204™–2007)	NP	
§ 4.1.11	Detailed cost estimating	NP	
§ 4.1.12	On-site Part Time on-site Project Representation (B207™–2008)	NP	
§ 4.1.13	Conformed construction documents	A	Included as basic services.
§ 4.1.14	As-Designed Record drawings	NP	
§ 4.1.15	As-Constructed Record drawings	NP	
§ 4.1.16	Post occupancy evaluation	NP	
§ 4.1.17	Facility Support Services (B210™–2007)	NP	
§ 4.1.18	Tenant-related services	NP	
§ 4.1.19	Coordination of Owner’s consultants	A	Included as basic services.
§ 4.1.20	Telecommunications/data design	NP	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	NP	
§ 4.1.22	Commissioning (B211™–2007)	A	Refer to Article 12.
§ 4.1.23	Extensive environmentally responsible design	A	Refer to Article 12.
§ 4.1.24	LEED® Certification (B214™–2012)	A	Refer to Article 12.
§ 4.1.25	Fast-track design services	NP	
§ 4.1.26	Historic Preservation (B205™–2007)	NP	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	NP	

PAGE 9

Refer to Article 12

...

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~(Twice Monthly)~~ visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 13

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 15

~~(Insert amount of, or basis for, compensation.)~~

A lump sum of one hundred eighty one thousand five hundred dollars (\$181,500).

...

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

On an hourly or agreed upon lump sum prior to authorization of work.

...

~~(Insert amount of, or basis for, compensation.)~~

On an hourly or agreed upon lump sum prior to authorization of work.

...

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

...

Schematic Design Phase	<u>ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>twenty-five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)

PAGE 16

~~(If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

Employee or Category

Rate

Employee or Category

Hourly Rate

<u>Principal</u>	<u>\$195</u>
<u>Associate Principal</u>	<u>\$145</u>
<u>Associate</u>	<u>\$115</u>
<u>Architect III</u>	<u>\$105</u>
<u>Architect II</u>	<u>\$100</u>
<u>Architect I</u>	<u>\$ 95</u>
<u>Project Manager</u>	<u>\$ 95</u>
<u>Sr. Designer</u>	<u>\$ 75</u>
<u>Designer</u>	<u>\$ 65</u>
<u>Staff/Intern</u>	<u>\$ 50</u>

...

- ~~.1~~ Transportation and authorized out-of-town travel and subsistence;
- ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- ~~.3~~ ~~.2~~ Fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~.4~~ ~~.3~~ Printing, reproductions, plots, standard form documents;
- ~~.5~~ ~~.4~~ Postage, handling and delivery;
- ~~.6~~ ~~.5~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ ~~.6~~ Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- ~~.8~~ Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ Site office expenses; and
- ~~.11~~ ~~.7~~ Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

TBD

...

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-one (31) 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 Architect.
(Insert rate of monthly or annual interest agreed upon.)

0.5 % monthly

PAGE 17

12.1 In the event that either party to this Agreement employs an attorney in connection with any litigation or arbitration arising out of this Agreement, the successful party shall be entitled to receive its costs and reasonable attorney's fees incurred in such action.

12.2 It is understood the Owner will retain the services of a qualified Construction Manager/General Contractor during the project for cost estimating and construction consultation services.

12.3 The Owner will be applying for a grant from the Department of Local Affairs (DOLA) Colorado to fund a significant portion of the Project. The Architect will assist the Owner in this process by developing a schematic design consistent with the terms of Article 3.2. The work of the Project will be suspended while the grant is being reviewed and awarded unless directed otherwise by the Owner.

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12.5 In the event of conflict between other provisions of this Agreement and Article 12, Article 12 shall control.

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12.9 The terms of this Agreement shall be interpreted under Colorado law. The parties agree that any dispute, resolution, including, but not limited to, mediation, arbitration or litigation, be conducted in the State of Colorado.

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12.11 The Owner shall furnish geotechnical engineering services describing the soils conditions and foundation designs. The Architect shall not be responsible for the accuracy of this information but shall be responsible for the adequacy and completeness of the site survey with respect to the requirements of the Project.

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12.15 The Architect will be represented by Dennis R. Humphries, Principal in Charge or Ryan Wallace, Principal, at all public meetings and major coordination meetings through the course of the project. Humphries Poli's Project Manager will attend all meetings with the client through the course of the project.

12.16 The Architect will provide an electronic copy of the Construction Documents to the General Contractor to assist the General Contractor during the bidding/negotiation and construction phase. The terms of Article 6 of this Agreement remain.

12.17 If any of the assumptions described in the project description are modified or added to, the Architect is entitled to Additional Services.

12.18 If there are changes to the program after each design phase is signed-off by Owner, the Architect is entitled to Additional Services.

12.19 The Owner will retain the services of an Owner's Representative to assist in the administration of the Project.

PAGE 18

N/A

...

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

N/A

...

Joe Racine, Town Administrator

Dennis R. Humphries, AIA, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Dennis R. Humphries, AIA, Principal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:54:30 on 05/14/2015 under Order No. 0961731684_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

MEMORANDUM

2.e.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: May 20, 2015
Subject: Discussion: County Road 41 maintenance

In 2006 the Town annexed the 35 acre parcel known as the Hamilton Annexation. The annexation included the adjoining segments of County Road 8 and the east half of County Road 41. The property owners on the west side of CR41 did not want their side of the road annexed.

Over the years the Town has worked with Weld County to share the responsibility of maintaining the split roadway. The road is sandy and in poor condition, with shallow roadside ditches. The most recent arrangement with Weld County is that Weld will maintain the 4,400 foot long section of CR10 on the south side of Hudson Hills and the Town will maintain the 2,500 foot long section of CR41 from CR8 to the frontage road. (see attached map) The Town grades CR41 about every two weeks. However, the sandy condition of the road makes it very difficult to keep a smooth surface.

The cost of improving the road to provide for a more maintainable surface could be substantial. The purpose of this meeting is to discuss alternatives and to get direction from the Board as to a preferred alternative. Ron Allen will be at the meeting with alternatives and cost estimates.



WELD COUNTY
ONLINE MAPPING

South Hudson



Legend

- Highway
- Road
- Road
- Highway
- City Limits
- Ault
- Berthoud
- Brighton
- Dacono
- Eaton
- Ene
- Evans
- Firestone
- Fort Lupton
- Frederick
- Garden City
- Gilcrest
- Greeley
- Grover
- Hudson
- Johnstown
- Keenesburg
- Kersey
- La Salle
- Lochbuie
- Longmont

Notes

Enter Map Description



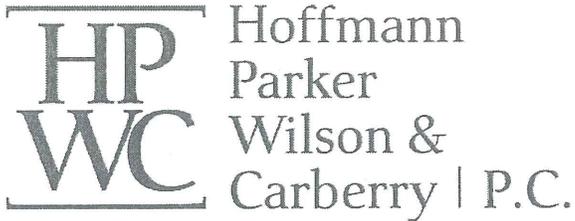
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4,576.6

0 2,288.31 4,576.6 Feet

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TOWN OF HUDSON
MEMORANDUM

**TO: MAYOR AND BOARD OF TRUSTEES
JOE RACINE, TOWN ADMINISTRATOR**

**FROM: COREY Y. HOFFMANN, TOWN ATTORNEY
T. DAMIEN ZUMBRENNEN, ESQ.**

DATE: MAY 15, 2015

RE: USE OF SECRET BALLOTS

This memorandum analyzes the use of secret ballots under Colorado's Open Meetings Law, C.R.S. § 24-6-401, *et seq.* (the "OML"), and the recent case *Weisfield v. City of Arvada*, 2015 COA 43 (Colo. App. 2015). This issue arises in the event the Town is required to fill a vacancy on the Board of Trustees, and in fact the Town currently is required to fill a vacancy on the Board, so the timing of this recent case is especially helpful.

In *Weisfield*, the plaintiff sued the City of Arvada alleging that the City Council improperly used secret ballots to fill a vacancy. *Id.* After public notice, the Arvada City Council held a special meeting in January 2014 to select one of five candidates to fill a vacancy on the City Council. *Id.* The meeting was recorded and televised. *Id.* During the meeting, to eliminate candidates, the City Council conducted four rounds of secret ballot voting. *Id.* The total number of votes that each candidate received after each round was disclosed, but the City Council did not disclose who voted for which candidates. *Id.* At the end of four rounds of secret ballot voting, only one candidate remained. *Id.* The City Council then held an open vote and unanimously voted to appoint the sole remaining candidate. *Id.*

Mr. Weisfield filed a lawsuit against the city, alleging that the City Council's use of secret ballots violated the OML. *Id.* The Jefferson County District Court dismissed the case, finding that Mr. Weisfield lacked standing to sue. *Id.* However, on April 9, 2015, the Colorado Court of

Appeals reversed, and Mr. Weisfield's case will be allowed to proceed.¹ Eventually, the court will decide whether Arvada's procedures complied with the OML.

History of "Secret Ballot" Law

In August 2011, the Colorado Court of Appeals found that the City of Fort Morgan did not violate the OML when it used secret ballots to fill two City Council vacancies and appoint a municipal judge during three public meetings held in 2009 and 2010. *Henderson v. City of Fort Morgan*, 277 P.3d 853, 854 (Colo. App. 2011). At two public meetings, the City Council candidates made presentations and the public was given an opportunity to speak. *Id.* At a third public meeting concerning the municipal judge position, the City Council interviewed each of the candidates. *Id.* At the meetings, the City Council voted on the appointments by secret ballot. *Id.* The court noted that, under a precursor of the OML, no specific voting procedure was imposed, let alone one that prohibited the use of secret ballots. *Id.* Therefore, the court found that the OML did not prohibit the use of secret ballots. *Id.* In support of this conclusion, the court noted that Colorado General Assembly could have included express language within the statute if it intended to impose a particular voting procedure. *Id.*

In response to *Henderson*, the Colorado General Assembly amended the OML to provide that "no local public body may adopt any proposed policy, position, resolution, rule, or regulation or take formal action by secret ballot..." C.R.S. § 24-6-402(2)(d)(IV). A "secret ballot" is defined as "a vote cast in such a way that the identity of the person voting or the position taken in such vote is withheld from the public." C.R.S. § 24-6-402(2)(d)(IV). Thus, the OML now prohibits the use of secret ballots for formal action.

Under the OML, it is well established that a governing body's "formal action" must be made publicly. *Hanover Sch. Dist. No. 28 v. Barbour*, 171 P.3d 223, 228 (Colo. 2007); *Board of Cnty. Comm'rs of Costilla Cnty. v. Costilla Cnty. Conservancy Dist.*, 88 P.3d 1188, 1193 (Colo. 2004); *Littleton Ed. Ass'n v. Arapahoe Cnty. Sch. Dist. No. 6*, 553 P.2d 793, 798 (Colo. 1976); *Bagby v. Sch. Dist. No. 1, Denver*, 528 P.2d 1299, 1302 (Colo. 1974). The mere fact that a public body reaches a "decision," however, does not necessarily mean that the public body has taken a "formal action." *Intermountain Rural Elec. Ass'n v. Colorado Pub. Utilities Comm'n*, 298 P.3d 1027, 1033 (Colo. App. 2012). Instead, only where a decision relates to the public body's policy-making function does such decision constitute a formal action that must be made publicly. *Costilla Cnty. Conservancy Dist.*, 88 P.3d at 1193-94.

Unlike in *Henderson*, the Arvada City Council did not use secret ballots to officially appoint a new member to fill the vacancy. *Weisfield, supra* at *1. Rather, the Arvada City

¹ The General Assembly has since amended the OML so that "any person denied or threatened with denial of any of the rights that are conferred on the public by [the Open Meetings Law] . . . has standing" to sue. C.R.S. § 24-6-402(9). Thus, the issue of whether a plaintiff has standing to challenge an alleged violation of the Open Meetings Law is less likely to arise in the future.

May 15, 2015

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Council only used secret ballots to narrow the field of candidates to a single applicant. *Id.* The council then unanimously and publicly appointed the sole remaining candidate to fill the vacancy. *Id.*

Under the OML, a local governing body may not hold a public meeting to officially approve a decision that was privately discussed, debated or decided ("rubber stamping"). *Costilla Cnty. Conservancy Dist.*, 88 P.3d at 1193-94. Because the Arvada City Council narrowed the field of potential candidates to a single applicant by secret ballot, and the public vote did not occur until the candidate pool was narrowed to one, the court may find that the City Council "rubber stamped" a decision that was truly made in secret.

Conclusion

Based on the foregoing, at the present time, we would not recommend that the Board of Trustees use secret ballots to narrow a field of candidates for the purposes of filling a vacancy. While we believe that the narrowing of a field of candidates is not formal action, and thus, not expressly prohibited by C.R.S. § 24-6-402(2)(d)(IV); until the Arvada case is decided, the least risky approach would be to avoid the use of secret ballots altogether. As such, all votes should be cast in such a way as to reveal how each elected official voted. When the Arvada case is decided or further appellate court guidance is provided, we will update our recommendation accordingly.

As always, please contact us with additional questions.