



Board Meeting Agenda

Date: Monday, September 22, 2025 at 4:30 PM

Location: Leeper Center Community Room (3800 Wilson Ave, Wellington, CO 80549)

Zoom: <https://us06web.zoom.us/j/82610855719?pwd=WxLe2SygYRKPkwl7VsBfH9LleuQ2Dj.1>

Call to order

Additions to or deletions from the agenda

Conflicts of interest

Guest introductions

1. Consent Agenda (5 minutes)

- a. August Board Meeting Minutes

2. General Updates (30 minutes)

- a. Town of Wellington-Patti Garcia/Kelly Houghteling *See attached TA Report*
- b. Board of Trustees Liaison – Trustee Rebekka Dailey
- c. Parks & Recreation Liaison - Kristen Hamill
- d. Program Manager - Caitlin Morris

3. Committee Reports (30 minutes)

- a. Promotions Committee - Jane Kincaid
- b. Design Committee - Kate Parten
- c. Main Street Market - Melanie Murphy/Jane Kincaid
- d. C3 Committee - Caitlin Morris

4. Upcoming WCMSP Events (10 minutes)

- a. Fall Main Street Market (October 17)
- b. Trick of Treat Down Main Street (October 31)
- c. Veteran's Day (November 9)
- d. Annual Dinner (November 20)
- e. Shop Small Saturday (November 29)
- f. Elf Hunt (November 29-December 31)
- g. Wellington Lights (December 6)

5. Website RFQ - Blair Petersen (10 minutes) *See attached Website RFQ*

- a. Discuss Website RFQ feedback, if needed, and vote to approve next steps

6. On-Call Agreement with Ayers & Associates - Caitlin Morris (10 minutes) *See attached On-Call Agreement*

- a. Discuss On-Call Agreement terms and conditions, not to exceed amount, and vote to approve next steps

The board may call an executive session if needed to discuss personnel or other private matters.



Board Meeting Minutes

Date: Monday, August 25, 2025 at 4:30 PM

Location: Leeper Center Community Room (3800 Wilson Ave, Wellington, CO 80549)

Zoom: <https://us06web.zoom.us/j/83534118994?pwd=E9JMN0RTU7fuAgL02B5Opr0K8N4UFQ.1>

Call to order: 4:35 pm

Additions to or deletions from the agenda

Conflicts of interest

Guest introductions

1. Consent Agenda (n/a)

- a. July Board Meeting Minutes
- b. Financial Report: April, May, June
- c. Melanie motioned to approve the consent agenda. Sofia seconds. All in favor. Motion passes.

2. American Legion Post 176 (15 minutes)

- a. Discussion regarding partnership opportunities for upcoming events

3. General Updates (20 minutes)

- a. Town of Wellington-Patti Garcia/Kelly Houghteling (5 minutes) (*See attached TA Report*)
- b. Board of Trustees Liaison – Trustee Rebekka Dailey (5 minutes)
 - i. impact of projects for group and board.
 - ii. Curtis mentioned that during brewfest and other events, they need to cut the grass shorter to be wheelchair accessible.
- c. Parks & Recreation Liaison - Kristen Hamill (5 minutes)
 - i. Survey - you can access it through parks and rec. master planning engagement Have a say how you play.
 - ii. Sept 19th - a pirate party (National talk like a pirate day). 5:00 start. Movie begins 7:00 - pirates of Caribbean. At pirate park. Winick park.
 - iii. Grass volley ball Sept 27th. Sept 2nd winter registration starts for volleyball and basketball. Also hiring currently for part time. Driving is preferred but not a must.
 - iv. Wellingtonworks for jobs - Blair.
- d. Program Manager - Caitlin Morris (5 minutes)
 - i. Dola 5 year agreement. Requested 3,000/year.
 - ii. Summit: 2 day training in Lyons. Want to have a Wellington be the location in Oct 2026.
 - iii. Mini grant funding: not formally approved yet. Requested 15,000/year (increase from 10,000/year) that we get to spend.

- iv. Pianos. we currently have 2 pianos to build a program around. During construction or the market holly at slurps and the senior center.
- v. Chamber publication - focusing on 2026. Release in early nov. we have 2 pages available. Focus on shop local. Pricing is above current budget.

4. Committee Reports (30 minutes)

- a. Promotions Committee - Jane Kincaid
 - i. this next month: mingle on main/market on the 19th.
 - ii. Art Crawl: Sunday Sept 14th. also ribbon cutting for 2 murals 12:30-1:00
- b. Design Committee - Kate Parten
 - i. town clean up Sept 19th.
 - ii. National clean up day Sept 20th.
 - iii. incentive if you participate on both. Extra ticket.
 - iv. Rebekah - student athletes looking for opportunities to volunteer.
 - v. Main Street wil have a tent at the Parker. Invite the community to host their own clean up. Sponsor clean up efforts.
 - vi. Blair: lots of volunteers - helped seniors with yard waste.
- c. Main Street Market - Melanie Murphy/Jane Kincaid
 - i. JANE: small team. Cannot do physical work. A need for volunteer force. Coordinated effort.
 - 1. To perhaps organize the volunteer effort. Grievances regarding grass
 - ii. Melanie: 10 successful markets.
 - 1. We need more help.
 - 2. Volunteer tracking.
 - 3. Collaboration — downtown support : - punch card
 - a. Turn into a drawing
 - 4. Park maintenance - 3 people in wheelchairs. Dog poop. Wasps.
 - 5. Porta potties: need better maintenance. Not being emptied
 - 6. Licensing: vendors pull out regarding.
- d. C3 Committee - Caitlin Morris
 - i. Last Thursday meeting. Engineers updated - no big changes. Planning on construction beginning on February/march. St patty's parade? - no firm answer but can possibly happen.
 - ii. Bid for contractor in October, hope to have definitive answer by November.
 - iii. Sip & stroll, other ideas to bring support. Signage - temporary expansion of sign & Awning grant. Attention from I25.
- e. Historic Preservation - Melanie Murphy
 - i. big plans to collaborate. First round of questions at the Tbar for the alumni. Capstone project for the high school, then bring it district wide.
 - ii. Teachers are excited to start.

5. Upcoming WCMSP Events (5 minutes)

- a. American Legion Oktoberfest Celebration (September 13)
- b. Fall Main Street Markets (September 19 and October 17)
- c. National Clean Up Day (September 20)

- d. Trick of Treat Down Main Street (October 31)
- e. Veteran's Day (November 9)
- f. Annual Dinner (November 20)
 - i. tour of Wellington. Maybe better funding? Town will collaborate on this event and speak about construction. November 20th
- g. Shop Small Saturday (November 29)
 - i. Brian already ordered materials.
 - ii. owl canyon: volunteers for wrapping donation based. Different groups can participate. Wrapping supplies provided or to bring?

*****End of regular Board meeting, begin work session*****

1. Shop Local Marketing Campaign (Blair, Jane, Curtis)
 - a. How to implement and use grant money.
 - b. Punch cards throughout construction. - bigger prizes.
2. Website RFQ (Kate)
 - a. RFQ what we are looking for on website/social media.
 - b. Keeping up on bigger things.
3. Fundraising - large and small scale (Sofia and Melanie)
 - a. Diversify revenue streams.
 - b. Lessen Caitlin's work loads.
 - c. Grants - requirements and application

Deadline: before leadership Sept 9th.

Board meeting set for Sept 22nd.

Officially close meeting 6:26.

The board may call an executive session if needed to discuss personnel or other private matters.



Memo

TO: Mayor and Board of Trustees
FROM: Patti Garcia, Town Administrator
RE: Town Administrator Monthly Report
DATE: September 10, 2025

This monthly update highlights key activities and ongoing initiatives across Town departments. I want to thank each department for their dedication to the Town of Wellington and appreciate the continued support from the Mayor and Trustees.

Town Clerk

Liquor Licensing:

- Cantina Liquors has submitted for a liquor license renewal and is undergoing review.

Municipal Court:

- September Court has seen a slight increase in defendants and traffic citations submitted than previous months.

Records:

- IT and Town Clerk are working on the last few departments and groups to transition staff to SharePoint, and expect to be completed by the end of October.

Finance

Audit & Budget:

- The audit of the financial statements for fiscal year 2024 is progressing with Hinkle & Company, PC. It remains the top priority of the Finance Department. Additionally, the budget development process for fiscal year 2026 is underway with presentations to the Board beginning this month. This includes the second quarter Treasurer's Report for fiscal year 2025 presentation, Fee Schedule and operating expenditures draft work session, and a special work session on September 30th for capital improvement projects.

Electronic Payment Convenience Fee

- Beginning October 1, 2025, the Town will be charging a convenience fee to cover the added cost of processing electronic payments, such as credit or debit cards. Most public entities like Towns, Counties, and States accept credit and debit cards as a courtesy, offering a convenient payment option to their customers. How they address the fees are uniquely individual to the entity, but increasingly over the past few years many municipalities have begun to pass this cost along to the customer to help offset the cost of offering this convenience and to reduce the operational expense burden on taxpayers. The fee offsets merchant processing fees charged by card companies. This processing fee is charged in accordance with Colorado Revised Statutes. Please note that choosing to pay by card is optional. This does not apply to billing statement payments made to Town of Wellington Municipal Utilities. More information is available at

<https://www.wellingtoncolorado.gov/158/Finance>

Library

- Summer Reading Program has officially ended with positive results as we pivot to school (public, private, and home) season support and structure with programming, resources, and after school assistance.
- Expanding in-house programming support and regional service resources for Neurodivergent population from toddler to adult ages.
- Attended the annual Colorado Association of Libraries conference expanding existing relationships and creating new relationships with state legislators and national organizations.
- Onboarding and training new 1FTE Clerk1, .50 FTE Seasonal Clerk1, and .25 Seasonal Clerk1 internship staff members.

Administration

- Preparing for the Town Clean-Up, Trick-or-Treat Down Main Street, Veterans Day Ceremony, and the Parade of Lights.
- Continuing to research new opportunities while awaiting updates on the T-Mobile Hometown Grant (Veterans Garden) and the WaterSMART Grant (Automated Metering Infrastructure).
- Met with former Denver Mayor Wellington Webb, gave tour of town parks, and gratefully accepted a \$5,000 donation from his foundation to help with the vandalism in parks.
- Staff is internally working on the first draft of the 2026 budget that will be presented to the board this fall.
- Recent coverage featuring Wellington:
 - [3 major developments in works for Wellington. Here's what to expect](#)
 - [Manufacturer plans move to new 48,000-square-foot HQ in Wellington – BizWest](#)
 - [Former Denver mayor donates \\$5,000 to repair Wellington playground](#)

Parks and Recreation

Parks:

- Working with Public Works on I-25 Underpass
 - Fisheye Safety Mirrors
 - Enhancing drainage
- Master Plan – public engagement platform finished, working with BRS (subcontractor to Berry Dunn) to begin conceptualization of the potential Community Center – very preliminary stages

Recreation:

- Two movies in the park dates and events
 - 9/5 – Wellville Park
 - 9/19 – Winick Park and Pirate Park Party with PROST
- Preparations for hosting IPGSA girl's fast pitch mini-tournament dates in Wellington
- Engagement with pickleball community to potentially host the first ever Wellington Pickleball Tournament

Public Works - Engineering and Streets Department

- Cleveland Avenue Improvements Project – Received minor comments from CDOT on the 90% Construction Documents. The timeframe for appraisal completion, as part of the ROW acquisition process, is mid-September, after which appraisals will be provided to CDOT for determination of fair market values.

- Reviewed and scored proposals for the Water Treatment Plant Admin and Lab Building Design Alternatives project. Selected Clark & Enersen as the preferred consultant team and prepared the board packet for Board of Trustees' approval, which is scheduled for the September 9th meeting.
- Submitted design plans and technical specifications for the Caustic Automation project to CDPHE for review.
- Coordinated timing and contracts for roof replacement at the WRF, including removal and reinstallation of the existing lightning protection systems.
- Continued summer maintenance programs, such as servicing vehicles and equipment, mowing, striping, and other items including the installation of a drainage culvert extension at the WRF.
- Solicited bids for the Paving Preventative Maintenance project (crack sealing). Prepared the contract and the packet for the Board of Trustees, which is scheduled for the September 9th meeting.
- Performed hot mix asphalt (HMA) patching throughout Town including several large patches in Wellington West (26 tons of HMA placed).

Public Works - Utilities Department

- Meagan Smith, Dan Arndt, Jesse Tollefsrud, and Mike Flores attended the Rocky Mountain Water Conference. Meagan Smith presented at a session on collaboration alongside Trudy Trimbath with PSD and Juliette Kaplan with Corona Environmental. Their presentation highlighted the power of partnerships to ensure safe and reliable drinking water.
- Water Treatment Plant staff completed the replacement of a 60-foot underground sample line from the clearwell to the lab. The in-house upgrade avoided contractor costs, and the new line reduces the risk of contamination in the line, ensuring water quality samples are accurate and representative, supporting consistent compliance with regulatory standards.
- Weekly geosmin testing of the Town's raw water source, combined with weekly testing at various points throughout the treatment process shows the new ozone treatment and granular activated carbon filters are removing all detectable traces of geosmin in our drinking water. These tests highlight the new plant's effectiveness in delivering high-quality, great-tasting water to our customers.

Planning and Building

- The position of Business Development Manager has been offered and accepted with an expected start date of October 21, 2025.
- Felsburg Holt & Ullevig (FHU) was selected to lead the Town's Transportation and Mobility Master Plan, Impact Fee Nexus Study and Street Design Guidelines and Standards. Public engagement activities are expected to begin in fall of 2025.
- The Town submitted a Proposition 123 Commitment to increase affordable housing and the commitment was accepted. Town staff is preparing an application for grant funding available through Proposition 123 funding sources.
- Planning Staff represented the Town at an open house event hosted by Larimer County Planning Dept. to share information about an IGA for Growth Management Area.
- Building Dept. staff are continuing to coordinate regionally with other agencies for 2024 Building Code adoption, as well as coordinating with Wellington Fire Protection District for 2024 Fire Code adoption.
- Outreach and coordination with stakeholders for Land Use Code amendments affecting Electric Vehicle Charing Permits and landscaping prohibitions for non-functional turf. Code changes are

required by recent State Legislative Acts and public hearings are being scheduled for October 2025.

Human Resources & IT

IT:

- New Meraki firewalls installed in PW HQ and MSB replacing end of life models.
 - Verizon spend reduced ~12% since April.
 - Upgraded Microsoft licensing to 365 Business Premium, adding Intune for management of Town devices and additional security and compliance services.
 - Consolidated Adobe licensing to a single Town account.
 - Phase 1 of the Sharefile to Sharepoint migration is nearing completion with two teams remaining.
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Thank you for your support as we continue to advance these priorities and serve our residents with dedication and professionalism.



MAIN STREET PROGRAM

WELLINGTON, CO • EST. 2014

Request for Quote (RFQ) for Website Maintenance and Design

Issue Date: [Insert Date]

Response Deadline: [Insert Date]

Introduction

The Wellington Colorado Main Street Program (WCMSP) is seeking proposals from qualified vendors to provide website maintenance and design services. Our goal is to ensure our website remains functional, visually appealing, and user-friendly while supporting our mission to promote downtown Wellington as a vibrant and thriving community.

Scope of Work

Initial Project

Our goal at the beginning is a complete overhaul of our website. It needs updating, pictures need to be changed, and some areas need to be completely deleted. Once this is done, regular maintenance will be required going forward.

Website Maintenance

- Regular updates to plugins, themes, and core software to ensure security and functionality
- Troubleshooting and resolving website issues promptly
- Monitoring site performance and optimizing speed
- Ensuring website security and implementing necessary backups
- Providing technical support as needed

Website Design and Enhancements

- Updating website layout and graphics to improve user experience
- Ensuring mobile responsiveness and accessibility compliance
- Implementing new features as requested by WCMSP
- Maintaining brand consistency across all web pages
- Assisting with content formatting and minor content edits

Qualifications and Experience

- Portfolio of previous website maintenance and design work.
- Experience working with nonprofit organizations or community-focused groups (preferred).
- Demonstrated knowledge of website security best practices.
- Client references with contact information.

Proposal Requirements

- Company/individual name and contact information.

- Description of relevant experience and qualifications.
- Proposed approach to website maintenance and design.
- Cost structure, including hourly rates or package options.
- Estimated response time for maintenance requests.
- Any additional value-added services offered.

Evaluation Criteria

- Experience and qualifications.
- Proposed approach and understanding of WCMSP s needs.
- Cost-effectiveness.
- References and past work quality.
- Responsiveness and customer service capabilities.

Submission Instructions

Please submit proposals electronically to:

Blair Silverberg, Board President

wellingtonmainstreetco@gmail.com

Subject: RFQ Submission – Website Maintenance and Design

September 11, 2025

Caitlin Morris
Wellington Main Street

Re: Main Street On-Call Services

Dear Board of Directors:

Ayres has had the privilege of supporting Wellington Main Street over the past nine years through a variety of transitions and milestones. Our work, delivered through Colorado Main Street consulting support, has included a variety of services from board retreats to strategic planning, conceptual visioning to marketing.

Through these engagements, we've developed a strong understanding of your program, your board, and your community. Ayres is providing this letter of engagement outlining our ability to provide flexible, on-call consulting services to support Wellington Main Street as it continues to evolve and grow. Services will be tailored to meet emerging needs and may include:

- **Program Certification Support**
Assistance with DOLA reporting and maintaining Main Street certification.
- **Grant Management**
Monitoring, reporting, and strategic guidance for current and future grant opportunities.
- **Board & Organizational Guidance**
Advisory support during transition periods, including board structure evaluation and strategic decision-making.
- **General Consulting & Meeting Participation**
Availability for key meetings, discussions, and initiatives to maintain momentum and provide expert insight.

Services will be delivered on an as-needed basis, as directed by the needs of the organization. Hours may flex based on board direction and project demands.

This letter presents our proposed professional services contract terms, fee, and conditions.

SCOPE OF SERVICES

Our team will provide professional services to Wellington Main Street as directed by the Program Manager or designated representative to be billed at an hourly rate. Tasks may include the items listed above, but will be as directed by your representative.

FEE

The Fee for services shall be an hourly rate not to exceed a total of **\$(Insert contract limit)** without prior written approval of the Program Manager. Ayres will provide Wellington Main Street with a monthly report and invoice for any hours expended no later than the 10th of each calendar month. Total hourly rates are listed below and are valid for the remainder of 2025. A new schedule of fees will be provided before the beginning of 2026.

<u>Staff</u>	<u>2025 Rates:</u>	<u>2026 Rates:</u>
Administrative	\$105.00	\$110.00
Jr. Planner	\$115.00	\$125.00
Planner	\$125.00	\$135.00
Project Manager	\$155.00	\$165.00
Sr. Planner	\$195.00	\$210.00
Manager	\$260.00	\$260.00

From time to time, additional staff may be used on the project and charged at their current rate. That rate will be shared with the client via email.

PERIOD OF SERVICES

The period of services shall commence on the date of the final signature affixed to this agreement and will extend until December 31, 2026.

CONTRACT TERMS AND CONDITIONS

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

ACCEPTANCE

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

Sincerely,

Ayres Associates Inc



Matt Ashby, AICP
Vice President – Development Services
Direct: 970.797.3595
Cell: 307.286.5825
AshbyM@AyresAssociates.com

AUTHORIZED BY:

Attachments: Contract Terms and Conditions

AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, Professional Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents,

and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

24. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

25. Notice of Lien Rights: Ayres Associates Inc hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.