



**Pueblo Depot Activity Development Authority
(dba PuebloPlex)**

**Pueblo Chemical Agent-Destruction Pilot Plant (PCAPP) Parcel
Redevelopment and Infrastructure Master Plan**

Recital

The Pueblo Depot Activity Development Authority (PDADA) dba PuebloPlex is a governmental authority created by the Colorado General Assembly under Colorado Revised Statutes (C.R.S.) § 29-23-101, et seq.; it is a body corporate and politic, and a political subdivision of the State of Colorado, and thus is an instrumentality of local government created by the State of Colorado, and a unit of local government as defined by 32 C.F.R. §33.3 for the purposes of funding this proposal through a Section 12.607 Grant.

The enabling legislation may be found at the following link: <http://puebloplex.com>

Request for Proposals

PuebloPlex is soliciting a Request for Proposals (RFP) from qualified consulting firms to Prepare a Redevelopment Plan and Master Infrastructure Plan for the PCAPP Parcel, update the existing Redevelopment Plan and Master Infrastructure Plan previously prepared for the original surplus property, and create a comprehensive Redevelopment Plan and Master Infrastructure Plan for the entire property, outlined in the Scope of Work.

SCOPE OF WORK

Overview

The purpose of the Scope of Work (SOW) is to prepare the necessary documents to complete a redevelopment plan for the Pueblo Chemical Agent-Destruction Pilot Plant (PCAPP). This includes a variety of planning and operational studies and elements essential to completing the PCAPP and updating the 2016 Redevelopment Plans. This effort does not duplicate prior redevelopment planning grant activities but builds on those products to address detailed plans that will inform the LRA and provide them with one consolidated redevelopment plan for the entirety of the surplus property.

The following is a detailed description of each of the Tasks to be performed:

PHASE A: PROJECT SCOPE REFINEMENT AND MANAGEMENT

TASK 1: PROJECT MANAGEMENT COORDINATION

Task 1.1 Project Management Approach

The Consultant will keep PuebloPlex apprised on the overall project's progress, including specific tasks and products described in this Scope of Work. Specific dates and materials for presentations, meetings, product deliveries, and other project milestones will be provided with enough time for PuebloPlex review. The Consultant will submit invoices monthly on a percent complete basis.

The Consultant project management team will meet with PuebloPlex and its Board of Directors at Board Meetings to provide project updates and status reports. The Consultant will adhere to PuebloPlex's recommendation to schedule meetings bi-weekly and that, upon mutual agreement, meetings can be by video conference call.

Task 1.2 Project Schedule and Budget Control

The Consultant will develop a project schedule that accounts for preparation time, needed review periods, and timing of normally scheduled meetings to fit the PuebloPlex work schedule, including Board meetings and pertinent agencies and committees.

TASK 2: PROJECT LEADERSHIP TEAM / PUEBLOPLEX UPDATE KICK-OFF MEETING

The Consultant will conduct a project kick-off meeting immediately following contract execution, with an agenda to include the following:

- Team introductions, roles, and responsibilities;
- Communications protocol; and,
- Presentation and confirmation of agreed tasks, products, and overall project schedule.

This meeting will also provide the opportunity for the Consultant to begin the process of gathering specific information from PuebloPlex representatives.

Phase A, Task 1 and 2 Deliverables:

- Consultant/ PuebloPlex Kick-Off Meeting
- Project Schedule

PHASE B: DATA COLLECTION AND ANALYSIS

TASK 3: COMMUNITY INVOLVEMENT / PUBLIC PARTICIPATION PLAN

Task 3.1 Stakeholder Interviews

With the assistance of the PuebloPlex Board and Staff, the Consultant will develop a list of key business, civic, political, and community leaders throughout the region who can share their thoughts on a variety of PuebloPlex redevelopment issues and community-wide issues that might influence the success of the project. The Consultant will conduct a maximum of twenty (20) confidential face-to-face and/or telephone conferencing interviews to discuss such issues as:

- Jobs/housing balance;
- Area-wide plans, policies, and programs for future growth;
- Constraints for redevelopment;
- Community and Pueblo County business goals;
- Regional economic development efforts and programs; and,
- Issues, concerns, and ideas for redevelopment of the northeast (PCAPP) parcel

Task 3.2 Focus Group Meetings

These sessions will allow the participants to discuss specific issues with the Consultant and ensure they have the information necessary to help inform the Redevelopment Plan. PuebloPlex contractors, local community governments, the City of Pueblo and Pueblo County staff, Pueblo Economic Development Corporation (PEDCO), local Chambers of Commerce, as well as local community residents and property owners, will be encouraged to participate in one or more of the following proposed sessions:

- **Focus Group Session 1:** Land Use and Zoning Issues; Transportation and Infrastructure Issues; and,
- **Focus Group Session 2:** Economic/Business Development Issues; Environmental Cleanup Issues.

Task 3.3 Public Meetings

This task will focus on the preparation for conducting three (3) Public Meetings, as described below:

- **Public Meeting 1-** "Introduction to the Project and Planning Process."
During this initial public meeting, the following activities will be conducted:
 - Overview of the project, the planning process, and the schedule for public engagement opportunities;
 - Presentation of BRAC closure and redevelopment successes in other

- parts of the country;
 - Interactive workshop to document the public's "Hopes and Fears;" and,
 - An "Open Mic" session to hear the public's initial ideas for redevelopment.
- **Public Meeting 2** - "Presentation of Findings/Community Visioning." This second public meeting will be conducted after the completion of the Data Collection, with the following activities to be conducted:
 - Presentation of Findings, to include overviews of:
 - Overview of parcel facilities
 - Overview of off-parcel conditions and characteristics;
 - Summary of Redevelopment Opportunities and Constraints/Barriers to redevelopment;
 - Summary of Developable vs. Non-Development Areas;
 - Discussion of Preliminary land use program options; and,
 - Interactive Visioning Workshop.
- **Public Meeting 3** - "Presentation of Redevelopment Plan Alternatives and the Recommended Preliminary Redevelopment Plan." During this third and final public meeting, the following activities will be conducted:
 - Presentation and discussion of Redevelopment Plan Alternatives, to include evaluations and comparisons of:
 - Land Use Types and Location Aspects;
 - Transportation and Infrastructure Aspects;
 - Environmental Cleanup and Phasing Aspects;
 - Disposition and Property Transfer Aspects; and
 - Presentation and public discussion of the Recommended Redevelopment Plan.

Task 3.4 Website Development and Management

The Consultant will develop a project website that will be accessible on the PuebloPlex website and serve as this project's electronic portal. The Consultant will produce project website content and will be responsible for uploading regular updates to the website as the project progresses.

The Consultant will develop a Web-Based Mapping Tool as part of the project's electronic information sharing and communications. This web-based mapping application will provide stakeholders with secure access to GIS data developed over the course of the project.

Task 3.5 PuebloPlex Board of Directors

The PuebloPlex Board of Directors will provide policy-level guidance during the project. As part of this effort, the Consultant will meet four (4) times with the Board during the redevelopment planning process to obtain:

- Input on project approach and strategy throughout the Redevelopment Plan process;
- Policy-level guidance, direction, and insights; and,
- Review the project documents.

Phase B, Task 3 Deliverables:

- Community Involvement / Public Participation Plan
- Up to twenty (20) Confidential Stakeholder Interviews
- Two (2) Focus Group Workshops
- Three (3) Public Meetings
- Four (4) Board of Directors Meetings
- PuebloPlex and PCAPP Parcel Redevelopment Plan Website

TASK 4: IDENTIFICATION OF PUEBLO COUNTY AND REGIONAL SOCIAL ECONOMIC CONDITIONS

The Consultant will conduct a market study based upon regional economic conditions, trends, and pressures affecting reuse and forecast market demand for short-term leasing and long-term potential for reuse of the PCAPP Parcel that includes the following:

- Industry overview for non-residential land, including demand for agricultural, commercial, industrial, and recreational land in the region
- Interview regional economic development and real estate professionals and determine land values, absorption, and factors affecting marketability and development feasibility.
- Identify other large-scale development sites that might be competitive in the region and state.
- Prepare trend data for job creation, employment, unemployment, and labor force to provide context for the capacity of the region to support new development on this parcel.

- Evaluate and present trends affecting economic development in the region and the nation.
- Identify potential impediments to the development of this land and provide an overview of potential advantages/assets that PuebloPlex holds over competing locations.

Task 4.1 Economic Development and Industry Review

The Consultant will evaluate industry trends for industrial/warehouse, office and agricultural properties in Pueblo and the larger Southeast Colorado region. The analysis will summarize recent pricing and absorption, new construction within the past several years, major projects in the approval or construction pipeline, and major competing industrial development sites. The analysis will also consider emerging market drivers, major opportunities for the redevelopment at Chemical Materials Activity (CMA) – West formerly the Pueblo Chemical Depot and contrast these opportunities with constraints at the site. The analysis will consider trends in employment, unemployment, labor force participation, and wages for Pueblo County and the larger region. The analysis will also consider the physical and regulatory environment within which the redevelopment of CMA-West will be completed.

Task 4.2 Financial Analysis

The Consultant will review available financial information for the operation and maintenance of the facility, including the Army’s existing agreements and obligations to provide shared operating and maintenance support for PuebloPlex as defined in the Economic Development Conveyance (EDC), Memorandum of Agreement (MOA). The consultant will use this information to prepare an order-of-magnitude cost estimate for the operation and maintenance of the facility by PuebloPlex.

To the extent that the Army is willing to provide financial and employment data (including contracted services), the analysis will include a review of the economic impacts of the ongoing operations at PuebloPlex on the regional economy. This data will also be used to estimate the impact on local tax revenues by evaluating local wages and purchases associated with the operation of PuebloPlex.

Phase B, Task 4 Deliverables

- Technical Memorandum summarizing real estate market conditions, employment/ unemployment trends, opportunities and constraints for redevelopment, and the physical and regulatory environment for the project.
- Technical Memorandum summarizing current and projected operating costs for the facility, including the impact of current operations on the regional economy and the impacts of the Army's operation on the regional economy.

TASK 5 ASSESSMENT OF PCAPP FACILITIES

The assessment of physical facilities for the PCAPP site has been completed and documented in the “Pueblo Chemical Agent-Destruction Pilot Plant – Reuse Assessment Report.” However, those facilities are limited to a small portion of the overall PCAPP Parcel to be conveyed to PuebloPlex. The tasks identified in this scope are included for those areas not assessed in the above-noted report, and subject to the approval of the PCAPP Closure Plan.

The assessment of facilities will be performed in two phases. It is important to understand that this first phase will consist of data collection, base mapping, and a general assessment of existing infrastructure on the parcel. The second phase will commence during the planning process and include an assessment of additional assets that will remain based on the redevelopment plan, conceptual cost estimates for infrastructure and improvements relative to the redevelopment plans, and a conceptual infrastructure plan for the Redevelopment Plan. Specifically, this work element will include the following.

Task 5.1 Land and Building Assessment

Subtask 5.1.1 Site Documentation Review - Phase I

The Consultant will meet with PuebloPlex to identify the appropriate agencies and personnel to contact and gain access to existing documentation of the site utilities and infrastructure for the PCAPP Parcel. The Consultant will assess existing documentation available from the Army and PuebloPlex. This documentation will include drawings, maps, records, photographs, and other items that will assist the Consultant in preparing for the actual site assessment.

Subtask 5.1.2 Inspection and Analysis of Specific Buildings - Phase II

The Consultant will conduct a condition assessment of the existing buildings, which were not assessed as a part of the previous PCAPP assessment. Information will be collected via customized data collection software for direct input into a GIS database. A review of major components includes:

- Exterior shell
- Interior finishes and fixtures
- Building structural system
- HVAC system
- Electrical system
- Plumbing system
- Fire Alarm system
- Telecommunications

- Natural gas transmission and distribution system
- The buildings will also be surveyed for code compliance with the following codes:
- Americans with Disabilities Act (ADA); and,
- International Building Code Council (IBCC).

The Consultant will conduct a visual, non-invasive/non-destructive survey of the buildings. The Consultant will rely on drawings provided by PCAPP and/or PuebloPlex to use as base drawings to record findings, reference photography, and otherwise note the visual conditions of the buildings as they currently exist. The assessment will be limited to what can be seen visually from normal standing positions without using ladders, scaffolding, or special methods to view around/pass obstructions.

Access to all the buildings, including locked or secured spaces, must be coordinated with PCAPP, CMA-West and PuebloPlex.

Subtask 5.1.3 Building Conditions Assessment Report - Phase II

The condition assessment will include the following information and recommendations:

- Identification of existing physical deterioration and/or physical/functional obsolescence. Recommendations for each structure, including:
 - Use "as-is"
 - Renovation for potential adaptive reuse
 - Demolition
 - For those structures not to be demolished, Consultant will provide the following:
 - Description of work required to cure deficiencies in the building or its component systems for reuse as outlined in the Reuse Assessment Plan
 - Conceptual cost estimates to affect the required repairs to the building.

The survey information will be documented and presented for each building in a searchable PDF report. The recommended corrective actions will be summarized as concept descriptions that the Consultant will use to develop conceptual cost estimates.

Subtask 5.1.4 ADA Retrofitting - Phase II

The Consultant will develop assessment statements that identify the areas in the listed buildings that require retrofitting to comply with ADA requirements. The report will rank suggested retrofitting into a

hierarchical category matrix to sort action from simple modifications to retrofitting that require significant construction and may be impracticable.

The Consultant will summarize recommendations and observations of corrective action needed to bring each building into compliance with the current building codes. The recommendations will be conceptual descriptions that the Consultant will use to develop conceptual cost estimates.

Subtask 5.1.5 Environmental Hazards - Phase II

An interior and exterior survey of the structures will be conducted, as well as a review of existing plans and data on those structures that may provide information useful in determining the presence or absence of environmental hazards, such as lead-based paint, PCB-paint, asbestos-containing materials, mold, and universal waste. Based on the Consultant's professional opinion, this survey will be based on a visual survey of the structures to determine the potential or "suspect" environmental hazards present.

Subtask 5.1.6 Structural Components - Phase II

The structural systems of the existing facilities will be evaluated based on their current and proposed usage. The evaluation will include:

- Comparison of the original design intent with the proposed building usage.
- Evaluation will consist of a discovery, including gathering information such as existing drawings, previous building code information, and a visual observation of the structural systems and the site conditions.
- Determination of the impact of the proposed architectural revisions on the existing structure. A change in building function, resulting in increased loading conditions or framing revisions, will require the existing structure to be evaluated for strength, serviceability, and compliance with the current building code.
- Providing practical retrofit solutions (considering constructability, schedule, and construction costs for primary structural components).

Subtask 5.1.7 Building Cure Analysis / Cost to Repair or Cure Analysis

The Consultant will provide a rough order of magnitude (ROM) cost estimating services to support the facility assessment improvement recommendation for the structures that are to remain in the redevelopment plan.

Subtask 5.1.8 Analysis of Life-Cycle Operating Costs

A life-cycle analysis of the operating costs for the improved facilities will be developed for each designated building to remain in the redevelopment plan. The analysis will evaluate all expenses associated with building ownership over the agreed life-cycle period translated into current dollars.

Task 5.2 Transportation (Road and Rail) Assessment

The first element will be to inspect the tracks and gather data on the following elements of the tracks:

- Track Materials - rail size, turnout size, tie type
- Track alignment, both horizontal and vertical
- Track geometry, gage, and cross-level
- The track support structure, notably tie and ballast condition
- Drainage facilities, inlets, channels, etc.
- Rail defects -Check of rail wear on curves, spot check of rail wear on tangent tracks, notation of other obvious rail defects
- Condition of track appurtenances such as turnouts and switch machines, bumping posts/wheel-stops

If available, a review of the original design plans would also be beneficial in understanding any changes that may have occurred and providing information on how the facility was intended to drain. If the facility does not have original plans or a naming convention for tracks and turnouts, the Consultant will develop a naming/numbering convention to identify tracks and turnouts before arriving on site. This will be done on aerial photography, allowing inspection forms to be prepared in advance to ensure an organized approach to reviewing tracks and turnouts.

The Consultant will meet with site operations or maintenance personnel before the inspection to identify areas of concern.

Conditions of the inspected elements will be rated on a scale of poor, fair, good, and excellent. Photographs will be taken of all areas. Findings will be documented for inclusion in the rail assessment technical memorandum.

A list of recommendations will be developed to improve any observed deficient conditions required to support the redevelopment plan. Recommendations will be ranked in terms of need (high, medium, low), with estimates of time to implement, cost, and impact on operations also provided.

The final product will be a technical memorandum documenting the findings of the site inspection, the recommendations for any improvements, and a proposed implementation plan.

Elements to be provided by the rail owner-operator include:

- Access to tracks to be inspected
- Protection from train movements
- Original design plans

Subtask 5.2.1 Potential Transportation Markets

This data will allow the Consultant and PuebloPlex upfront logistics to actively market potential users rather than the end users having to derive this information themselves. These commodities or end users will be identified through the following tasks.

Subtask 5.2.2 Current Global Volume and Cargo Flow

The Consultant will identify and profile US international trade flows by origin/destination combinations, major commodities, and modes of transportation. Reviewing this region's recent logistics and service strategies of shippers and service providers will complement the statistical analysis.

Subtask 5.2.3 Transportation Services and Infrastructure Today

Each transportation service and its associated infrastructure will be reviewed for:

- Capacity evolution and constraints influencing logistic industry decisions;
- The trend in costs such as fuel, driver pay, insurance, and security and the resulting impact on shipper and carrier decisions;
- Service in terms of transit time and total logistic pipeline time and decision factors impacted;
- Provide a regional map that reflects times from the major ports or last mile corridors from neighboring intermodal or transload hubs to other distribution submarkets throughout the Colorado Front Range and Southeast Colorado to determine the market perception of PuebloPlex and,

Provide information on current or planned roadway or rail improvements surrounding PuebloPlex (w/ projected completion dates) and any planned improvements on other area corridors.

Subtask 5.2.4 Trends

This review will address the major trade lanes and transportation services identified in Tasks 4.1 and 4.2. Topics for consideration include:

- Product sourcing patterns;
- Transportation corridors; and,
- Multimodal developments through the Class 1 and short-line railroads, less-than-truckload (LTL), TL trucking companies, or local and national developers.

The consultant will provide an executive summary of findings and supporting data.

Task 5.3 Infrastructure Assessment

The Consultant will evaluate the PCAPP Parcel's existing infrastructure and review related infrastructure issues within the immediate off-site planning areas. The Consultant will determine the quality of the infrastructure and identify strategies and costs associated with improving deficient infrastructure components to meet acceptable standards. Specific tasks include:

Subtask 5.3.1 Water (potable and fire suppression) and Sewer Systems

Systems will be assessed for current conditions and adequacies to carry forward as potential components of the Redevelopment Plan. Based on the reuse plan developed for the site, segments of the sanitary sewer system will be video-scoped to determine the condition of the system and its reasonable life expectancy. A concept-level facilities analysis for sewer system options will be developed, evaluating both on-site and off-site wastewater disposal and will consider the type of waste generated by future land uses, and whether pre-treatment would be a cost-effective benefit.

The Consultant will review possible water and sanitary sewer service alternatives, including outside providers and onsite solutions.

Subtask 5.3.2 Stormwater Systems

Where appropriate, the current stormwater system conditions will be assessed and evaluated for potential incorporation into the Redevelopment Plan.

Subtask 5.3.3 Electric

The Consultant will perform an assessment of the physical condition and functional relevance of the existing electrical system.

The Consultant will develop a technical memorandum documenting the condition and issues.

Subtask 5.3.4 Natural Gas

The Consultant will document the existing condition of the natural gas transmission and distribution system, provide a map of the location of lines, and provide a write-up on the potential reuse of lines for future development (utilizing information from and conversation with the local natural gas utility).

Subtask 5.3.5 GIS-Based Cost Modeling

The Consultant will utilize a GIS-based cost model to generate and fine-tune conceptual cost estimates. The model will be customized to the PuebloPlex site and run within the project GIS database.

Task 5.4 Environmental Assessment

A detailed environmental analysis of the PCAPP Parcel has been completed. PuebloPlex will coordinate to provide the Consultant with environmental documentation to support this work effort.

Task 5.5 Water Rights

The Consultant must be familiar with the existing decrees, Case Nos. 79CW176 and 81CW196, which govern the use of the former Depot water supply wells.

The work tasks conducted by the Consultant for the water rights assessment include a cursory review and developing an estimate of the water demand for the Redevelopment Plan. Timing of depletive impacts would also be analyzed, along with assessing impacts on intervening water rights interests. This information will then be summarized in a technical memorandum.

Task 5.6 Historic, Cultural, and Natural Resources

The Consultant will review cultural resource (historic and prehistoric) information of the ~7,000 acres of the PCAPP parcel and present an overview of this information at the project meetings. The base effort proposed for this task does not include the actual cultural resource impact assessment but rather the collection, review, and verbal presentation of this information.

In addition, the Consultant will review natural resource information for the 7,000 +/- acres of the PCAPP Parcel and present an overview of this information at the project meetings. Additionally, specific recommendations to PuebloPlex on accommodating these natural resource constraints will be provided verbally at the project meetings. The base effort proposed for this task does not include the actual natural resource impact assessment but rather the collection, review, and verbal presentation of this information.

Task 5.7 Assessment of Off-Site Conditions/Influences

The Consultant will evaluate facilities and conditions beyond the immediate boundaries of CMA-WEST that are relevant to the Redevelopment Plan, including local and regional transportation facilities, existing and required infrastructure, and land use plans and zoning. This information will be mapped as the project context area.

Phase B: Task 5 Deliverables

Technical Memorandums summarizing:

- Assessment findings
- Water Rights
- Infrastructure Assessment
- Rail Infrastructure Executive Summary
- Verbal Presentation on Historic, Cultural, and Natural Resources

Upon project completion, all GIS data will be delivered to PuebloPlex in an ESRI format compatible with the City of Pueblo and Pueblo County.

- GIS maps as PDFs and ArcMap project files (.MXD)
- Facility inspection report database and PDFs
- Geo-tagged photos with EXIF information in .jpg and Google Earth (.KMZ) formats
- Federal Geographic Data Committee (FGDC) compliant metadata

PHASE C: REDEVELOPMENT MASTER PLANNING

TASK 6 DEVELOPMENT OPPORTUNITIES AND CONSTRAINTS ANALYSIS

Both opportunities and constraints for redevelopment will be summarized during this Task by creating an opportunities and constraints map. The following two Subtasks provide a more detailed description of this work element.

Task 6.1 Development Suitability

Mapping the site's physical characteristics and the adjacent properties' existing conditions provides the context for determining the suitability of the land for supporting a variety of development programs and specific land uses. This suitability extends to ownership, zoning, jurisdictional requirements and restrictions, and other regulating documents.

Task 6.2 Market Potential of Land and Facilities/ Development Feasibility

The Consultant will evaluate the condition of the land comprising the 7,000 +/- acres and appropriate buildings and facilities utilizing available data on existing facilities and a walk-through survey of the land and facilities as described in Phase B, Section 5 of the scope of work. The Consultant will evaluate each facility's current condition and future reuse potential, considering future operational costs as delineated in Phase B, Section 4 of the scope of work.

The Consultant will prepare a market analysis that evaluates the property's assets against competitive locations in the region as described in Phase B, Section 4 of the scope of work.

Deliverables for this task include a Technical Memorandum outlining the market conditions affecting the redevelopment of the PuebloPlex and PCAPP parcels. The analysis will include a discussion of factors affecting demand and development potential for facilities and land; a demand forecast for the property; and strategic recommendations on capitalizing on the site's strengths while minimizing the impact of identified weaknesses.

Task 6.3 Development Suitability Summary Matrix and Map

This task will result in a summary of the overall information analyzed, including a Suitability Map that will show areas considered to have a low, moderate, or high level of suitability for development and a Suitability Matrix that will categorize each of the development areas in terms of potential reuse development types, characteristics, and phasing options.

TASK 7 REDEVELOPMENT PLAN ALTERNATIVES

The Consultant will create up to three (3) alternative land use scenarios that provide and test options for redevelopment, incorporating the information derived during the previous work tasks and input gathered from interactive work sessions with PuebloPlex, stakeholder interviews, and input from the community.

Each alternative will be evaluated against a set of variables that can be qualitatively and quantitatively "scored." The Consultant will initially evaluate and "score" each alternative and present the findings to PuebloPlex.

As part of the evaluation process, the Consultant will prepare an Evaluation Matrix for each of the Redevelopment Plan Alternatives that will address Order of Magnitude costs and impacts that consider:

- Financial Impacts, including Job Creation/Direct Employment and Tax Revenues (described in more detail below)
- Quality of Life;
- Environmental Impacts;
- Infrastructure and Transportation Demands;
- Demolition of buildings and facilities;
- Land Use, Zoning and other Regulatory Issues;
- Access/Circulation; and,
- Operation and Maintenance

The Evaluation Matrix will also consider Private Capital Requirements that will:

- Identify "front-end" public costs to facilitate development;
- Identify utility needs/costs/upgrades;
- Identify "build-out" timeframes;
- Evaluate public/private ownership and operational options;
- Evaluate the balance of public vs. private uses and internal and external land use compatibility; and,
- Evaluate the strategies associated with the various conveyance techniques and resultant impacts.

As part of this task, the Consultant will prepare a preliminary Business Attraction Strategy and participate in an internal planning charrette to test land plan alternatives related to target industries and business attraction.

TASK 8 RECOMMENDED REDEVELOPMENT PLAN

The Consultant will refine the redevelopment options and prepare a recommended Redevelopment Plan for the PCAPP Parcel. The recommended plan will contain the following information using maps, tables, and analysis reports to clearly convey Plan elements, phasing, and other aspects of the Plan:

- Vision Statement
- Proposed land uses specified by location, type, acreage, and density.
- Proposed use and square foot area of existing buildings to remain.
- Proposed infrastructure needs based on existing inventory and condition: water, sewer, electric, gas, telecommunications, fiber optic.
- Water supply (water rights) and distribution
- Cost and revenue projections.
- Site design and layout for future lease or sale of existing assets.
- Environmentally sensitive areas.
- Areas recommended for preservation.
- Support facilities needed to implement the plan.
- Absorption schedule over the long-term timeframe.
- Summary of capital investments needed short-term and long-term to support the Plan.

The draft recommended Redevelopment Plan will be presented to and reviewed by PuebloPlex prior to any presentation to the public and key stakeholders for final comment and input.

Phase C: Deliverables:

- Opportunities and Constraints Analysis
- Market Potential of Existing Land and Facilities
- Redevelopment Plan Alternatives (up to 3)

PHASE D: REDEVELOPMENT PLAN IMPLEMENTATION STRATEGY

TASK 9 REDEVELOPMENT PLAN

Task 9.1 Recommended Action for the Redevelopment Plan

The following recommended actions will be identified and outlined specifically for the Redevelopment Plan.

Subtask 9.1.1 Zoning and Development Strategies

The Consultant will suggest zoning for the industrial complex and Redevelopment Plan development guidelines.

Subtask 9.1.2 Transportation Actions

The Consultant will identify the multimodal requirements for the Redevelopment Plan to include suggestions for rail, transit, highway and local transportation systems for the implementation phase of work.

Subtask 9.1.3 Interagency Operating Agreements

The Consultant will review the existing operating agreements for the local agency's first response and law enforcement and others to highlight negotiations that will be required during implementation and post-property transfer.

Subtask 9.1.4 Utility Actions

The Consultant will evaluate data collected during the infrastructure and facility assessment phase and explore actions required to maximize financial return to PuebloPlex.

Task 9.2 Identification of Capital Improvements and Financing Strategies

The Consultant will use its extensive planning level parametric cost models to develop a preliminary Capital Improvements Plan (CIP) that supports Redevelopment Plan implementation, phasing, and cost.

Task 9.3 Identification of Public and Private Funding Sources

The Consultant will prepare a preliminary set of financing options that establish and incorporate public and private sources of funds for use during implementation phase services.

Task 9.4 Property Acquisition Strategies and BRAC Disposal Mechanisms

The Consultant will create a PuebloPlex acquisition strategy to enable PuebloPlex to begin property transfer approaches consistent with the Redevelopment Plan. This strategy will include recommendations for Parcelization.

Task 9.5 Land Disposition/Land Management Strategies

The Consultant will evaluate the existing Army lease agreement to advise PuebloPlex on a suggested approach to renewal or renegotiation based on property and market conditions.

Task 9.6 Personal Property Acquisition Plan

The Consultant will determine if any personal property is of value or needed to operate the property. The Consultant will initially identify the personal property needs of the various jurisdictions within Pueblo County, identify the unique and general value of the surplus personal property, and identify the potential cost of obtaining the identified surplus personal property.

TASK 10: TARGET INDUSTRIES AND INDUSTRY OUTREACH STRATEGY

The Consultant will work closely with PuebloPlex to identify a target industry outreach strategy. The strategy will outline tactics for attracting potential developer prospects consistent with the Preferred Redevelopment Plan.

TASK 11: BUSINESS ATTRACTION STRATEGY

The Consultant will prepare a Business Attraction Strategy that will address the following:

- Benchmark peer southwest region and other base transitions on best practices for recruitment policies and tools, especially focusing on pre-pandemic versus post-pandemic policies and performance outcomes under those policies as they relate to incentive tools;
- Undertake up to 15 one-on-one interviews of key local and regional stakeholders, including business representatives, the Chamber, corporate relocation specialists, brokers, and representatives of the capital markets investing in companies as well as M&A firms focused on aligned sectors with Pueblo's desired employer base; and,
- Develop recommendations for a suite of incentive tools to attract potential industrial site users that may include existing financial incentives, tax abatement strategies and utility pricing approaches.

Phase D, Tasks 9, 10 and 11 Deliverables:

- Target Industries and Industry Outreach Strategy
- Opportunities and Constraints Analysis
- Up to 15 Interviews
- Business Attraction Strategy
- Redevelopment Plan Alternatives (up to 3)

PHASE E: REDEVELOPMENT PLAN AND INFRASTRUCTURE MASTER PLAN UPDATE FOR THE ENTIRE PROPERTY

Task 12: INFRASTRUCTURE MASTER PLAN

Task 12.1 Infrastructure Master Plan Update

The Consultant will prepare conceptual calculations for the associated demands of the proposed land use areas as detailed in the existing 2016 PuebloPlex Redevelopment Plan and for the PCAPP parcel to

identify the specific infrastructure needs and shortcomings. The Consultant will prioritize our efforts related to the IMP with varying levels of study in different geographic areas.

The Consultant will maximize available resources to focus on the initial phases of development while also developing an informed understanding of the ultimate needs of the infrastructure systems required at build-out.

The Consultant's focus in the following subtasks is to identify the required infrastructure system improvements required to inform the ROM cost of required capital improvements for both the immediate phases of development and to develop a "big-picture" understanding of the total system demands and infrastructure needs at build-out. Once the required capacities are identified and agreed upon with PuebloPlex, the Consultant will develop a conceptual overall infrastructure plan for the entire property, including the existing surplus property and the PCAPP parcel. Exhibits for each proposed infrastructure system will be prepared for the trunk infrastructure, including potable water and fire protection, wastewater collection, stormwater and water quality, electric, gas, telecommunications, and transportation systems.

Subtask 12.1.1 Research of Available Data & Existing Systems Maps

The Consultant will utilize the previously assembled data and collect any available new information pertinent to the project. The existing infrastructure represented within this data will be used to prepare existing systems maps for each infrastructure system. Separate exhibits for each existing infrastructure system will be prepared for inclusion in the IMP. They will serve as the basis for the initial evaluations and inform the needed improvements required in the first phases of development. The following plan exhibits will be provided:

- Existing Roadway Network
- Existing Water System
- Existing Sanitary Sewer System
- Existing Stormwater and Culvert Systems
- Existing Electrical and Natural Gas Systems
- Existing Communications System

Subtask 12.1.2 Transportation System Development

The transportation system throughout the entire property is a vital component to the success of the project vision. Developing the necessary improvements to the rail and roadway systems is essential to attract the envisioned transportation and distribution markets to PuebloPlex.

Subtask 12.1.2a Roadway Network

The Consultant will evaluate the existing roadway network and its adequacy to serve the initial phases of the project and will identify phased roadway improvements to support the progression of

development throughout the life of the development. The proposed roadway system design will include conceptual roadway alignments, conceptual right-of-way widths, and proposed typical sections detailing each of the proposed roadway classifications to be used throughout the Redevelopment Plan. A comprehensive overall roadway network map and associated rights-of-way will be prepared on a conceptual level for the entirety of the property to determine the geometric alignments, right-of-way widths, and lane and intersection configurations required to accommodate the projected traffic from the proposed land uses and areas. This comprehensive roadway network map will also identify those priority roadways necessary to provide efficient and direct access to the proposed uses. Phasing of the overall roadway system will also be provided with recommended development triggers identifying when improvements will be required.

Subtask 12.1.2b East Gate Access

The Consultant will provide a conceptual horizontal geometric plan for the East Gate access and will include a conceptual horizontal geometric design for improvements to the East Gate. The Consultant will coordinate with the Army to discuss entry alternatives and separation of PuebloPlex entrants and PCAPP entrants to ensure security issues and concerns are addressed.

The above-described conceptual plan will be developed to an order of magnitude required to develop conceptual cost estimates for the proposed roadway reconfigurations and the necessary security and access control systems required to comply with the Army's security requirements and to develop separate, secure access from the Army for PuebloPlex owners, users, and their employees.

Subtask 12.1.2c Rail Network

The Consultant will gather critical market input on rail interests and views of the future uses for the property. The Consultant will also assess whether existing rail systems can fulfill the demands of the identified uses and rail users' interests. Upon gathering this information, recommendations for varying levels of rail improvements and phasing of those improvements will be identified. The cost vs market potential will be evaluated to determine those rail improvements that best serve the development:

- Track inspection and inventory of existing infrastructure on the PCAPP parcel.
- The inspection report will provide a general condition of rail, turnouts, ties, ballast, and other track material (OTM – plates, spikes, bolts, etc.).
- Explore synergies with existing rail users at PuebloPlex for redevelopment opportunities at PCAPP.
- Provide pertinent information regarding commodities, demand, infrastructure, storage, and switching/location information.
- High-level value of infrastructure currently in place and rough order of magnitude (ROM) of capital commitment to upgrade marketable

locations.

Subtask 12.1.3 Water System, Supply and Augmentation

The Consultant will work with PuebloPlex to determine the amount of water needed to serve the Redevelopment Plan and provide recommended alternatives for water rights acquisition and the best alternatives for water supply solutions. The Consultant will conduct interviews and have discussions with various local water providers and holders of water rights to evaluate the best alternatives for securing the necessary water required to service the redevelopment and the best alternatives for the delivery, storage, and distribution of water.

The Consultant will have a discussion with CMA-West Department of Public Works staff to further understand the existing water system and water supplies available to serve the initial phases of development. The existing water system will be assessed for available capacity and adequacy to carry forward as potential components of the redevelopment plan. Projections of required water demands and necessary mainline sizing will be developed and integrated into a general distribution network for the primary water infrastructure corridors required to serve the ultimate development.

The Consultant will identify the water system demands associated with the proposed land uses as detailed in the redevelopment plan and will utilize computer modeling and industry tools to quantify projected water demand, consumptive use, return flows, and associated water rights calls. Well-testing has been excluded from this scope of work. However, if PuebloPlex elects to conduct such tests, well testing at select locations could provide valuable data recording to assist the Consultant in determining not only maximum reliable pumping rates but also the water quality and chemical composition of the underlying groundwater to identify known contaminants as regulated by the Colorado Department of Public Health and Environment (CDPHE).

Subtask 12.1.4 Wastewater System, Collection and Treatment

The Consultant will evaluate the existing sanitary sewer collection system for potential available capacities for use in the initial phases of the Redevelopment Plan without the need for additional wastewater system improvements. A conceptual sanitary sewer spreadsheet that develops the projected effluent flow rates from the Redevelopment Plan will be developed and used to size the projected sanitary sewer collection and outfall system. The Consultant will identify the conceptual collection system alignments and line sizes required for the redevelopment plan. The projected effluent flowrates will also be used to develop a plan for implementing wastewater treatment plant sizing and scaling through the project's life.

With the Army retaining the evaporative lagoons, an alternative treatment facility will need to be provided in the initial phases of development. The Consultant shall coordinate with the Army / BRAC to review the projected effluent flow rates and identify triggers for removing PuebloPlex wastewater from the Army's lagoons and septic systems. The Consultant will explore initial alternatives, including a

small-scale packaged treatment plant while identifying a site location to allow for the expansion of the initial plant throughout the various phases of development. A schedule will also be prepared which estimates the projected timelines required for permitting the new treatment facility and associated discharges released to the Arkansas River.

The Consultant will also evaluate the projected increased releases to the Arkansas River Basin due to each additional development phase. These phased increases in wastewater effluent will be evaluated to support the required augmentation plan requirements with the existing and additional required water rights.

Subtask 12.1.5 Stormwater System, Collection, Storage and Treatment

The Consultant will assess the existing stormwater systems and identify deficiencies and required improvements to serve the Redevelopment Plan. The current drainage patterns, historical flows, and existing drainage ways will be evaluated for necessary improvements, including stabilization and erosion control measures. The Consultant shall provide a preliminary master drainage report outlining the proposed drainage basin, anticipated runoff rates, projected impervious values and conceptual storm drainage and channel improvements required to serve the Redevelopment Plan. The report will provide the necessary hydrologic and hydraulic calculations Pueblo County requires to approximate the amount of developed stormwater runoff required for detention and water quality storage. Conceptual pond locations and sizing will be provided to minimize the impacts of development and increase in imperviousness within the basin.

Subtask 12.1.6 Electrical System

The Consultant shall assess the existing electric infrastructure from the available information, data and drawings, and visual inspection of the property. The evaluated electrical infrastructure will comprise overhead transmission lines, substations, overhead distribution lines, underground distribution (if any), and service entrance equipment. An assessment of the existing electrical infrastructure will be developed to identify systems or components of distress that may pose a risk regarding reliability, maintainability, expandability, capacity, life safety, or functional relevance. The feasibility of using the existing electrical systems to serve the current site and propose site development plans will be evaluated to facilitate the development of the master infrastructure plan. Points of service and ownership will be evaluated to determine the best approach with the current utility provider, to provide the most cost-effective agreement, and to optimize the operations and maintenance protocol for all parties. Consideration will also be given to the possibility of a partnership with other electric utility providers.

The electrical infrastructure master plan, phasing, and resultant cost analysis will be established to provide a conceptual distribution system in an efficient and effective manner to avoid wasted time and effort and to eliminate duplication of costs during the development of the land. The following principles will be included in the electrical infrastructure master plan:

- Define the design objectives and constraints, including space, capacity, performance requirements, flexibility, expandability, and budgetary limitations.
- Maximum use of existing electrical systems on the site for the longest period possible.
- Integrating existing electrical infrastructure systems with the new ones proposed on the site.
- Provide a phasing plan for proposed electrical utilities and infrastructure required to serve new development.
- Conceptual layout and design of electrical utilities required to serve the full development of the site to avoid duplicating and upsizing systems at future dates.
- Evaluate provisions for the purchase of electrical at the lowest possible cost.
- Development of electrical infrastructure that will be sized for future growth, be standards based, reliable, flexible, maintainable, and cost effective.
- Evaluate ownership of electrical utilities on the site to pursue the lowest cost and management of systems.

Subtask 12.1.7 Natural Gas System

The Consultant will evaluate the existing natural gas infrastructure based on the available information, data and drawings, and visual inspection as applicable. An assessment of the existing natural gas infrastructure will be developed to identify systems of distress that may pose a significant concern in terms of reliability, maintainability, expandability, capacity, and life safety. The feasibility of the existing natural gas distribution systems to serve the current site and proposed site development will be evaluated to facilitate the development of an infrastructure master plan. The best approach for natural gas distribution on the site will be evaluated in terms of either the utility company providing and owning the natural gas piping distribution system, including the meter up to the site boundary or up to each of the individual buildings on site.

The natural gas master infrastructure plan, phasing, and resultant cost analysis will be established to provide a conceptual distribution system in an efficient and effective manner to avoid wasted time and effort and to eliminate duplication of costs during the development of the land. The following principles will be included in the natural gas master infrastructure plan:

- Define the design objectives and constraints, including space, capacity, performance requirements, flexibility, expandability, and budgetary

limitations.

- Maximum use of existing natural gas systems on the site for the longest period possible.
- Integration of existing natural gas infrastructure systems with the new ones proposed on the site.
- Provide a phasing plan for proposed gas utilities and infrastructure required to serve the Redevelopment Plan.
- Conceptual layout and design of natural gas utilities to serve the full development of the site to avoid duplicating and upsizing systems at future dates.
- Evaluate provisions for the purchase of natural gas at the lowest possible cost.
- Development of natural gas infrastructure that will be sized for future growth, be standards based, reliable, flexible, maintainable, and cost effective.
- Evaluate ownership of natural gas utilities on the site wherever possible to pursue the lowest cost and management control of systems.

Subtask 12.1.8 Telecommunications System

The Consultant shall evaluate the available information, data and drawings related to the existing telecommunications systems and conduct visual inspections onsite. An assessment of the existing communications infrastructure will be developed to identify systems or components of distress that may pose a risk regarding reliability, maintainability, expandability, capacity, life safety, or functional relevance. The feasibility of using the available existing communications systems to serve the current site and the Redevelopment Plan will be evaluated to inform the needed improvements. Consultant coordinates with CMA-West staff to identify any Army communication lines and facilities that must remain independent and secure.

A conceptual communications distribution system for the property, proposed phasing and resultant cost analysis will be established to provide the required services required by the Redevelopment Plan. The design will also be coordinated with all other disciplines to deliver state-of-the-art technology solutions to support systems such as telephone, data, security, fire detection, or building automation systems for project development and site growth. The following principles will be included in the communications master infrastructure plan:

- Define the design objectives and constraints, including space, capacity, performance requirements, flexibility, expandability, and budgetary limitations.

- Maximum use of existing communications systems on the site for the longest period possible.
- If feasible, integration of existing communications infrastructure systems with the new electrical infrastructure systems being proposed on the site.
- Conceptual layout of communications utilities to serve the full development of the site to avoid duplicating and upsizing systems at future dates.
- Provide a phasing plan for the proposed telecommunications infrastructure required to serve the Redevelopment Plan.

Subtask 12.1.9 Alternative Energy System

The Consultant will evaluate alternative energy options that provide the best alternatives to reducing the cost of power while providing for statewide requirements for renewables, especially in the solar energy arena, to reduce current energy costs. Various sizes, scales, and combinations of solar alternatives will be evaluated, including individual building-mounted array panels, solar array farms, and Concentrating Solar Power (CSP) plants. Due to both limited water supply and availability in the area, it will be critical to evaluate hybrid or state-of-the-art dry cooled concentrating solar plant alternatives. Consultant will meet with private solar providers to gather market interest and requirements to inform the best alternatives for advancement.

Phase E Deliverables:

- Draft Infrastructure Master Plan Update for the entire property, including the existing surplus property and the PCAPP Parcel
- Final Infrastructure Master Plan Update for the entire property, including the existing surplus property and the PCAPP Parcel
- Draft Redevelopment Plan Update for the entire property, including the existing surplus property and the PCAPP Parcel
- Final Redevelopment Plan Update for the entire property, including the existing surplus property and the PCAPP Parcel

NOTE: SUBMITTAL OF THE FINAL DELIVERABLES MUST OCCUR BY DECEMBER 31, 2025.

Contract Type

This project will be funded through a grant from the Office of Local Defense Community Cooperation (OLDCC). PuebloPlex will evaluate, select, execute and manage the successful consultant's contract. A contract between PuebloPlex and the winning bidder will be subject to the requirements of OLDCC and PuebloPlex. Furthermore, the winning bidder will be responsible to execute the General Contract for Services, along with the Non Disclosure Agreement attached hereto before commencing any work on behalf of PuebloPlex. The award and performance of this contract shall be in accordance with all Federal, State, and local laws and regulations as may be applicable. It shall be a fixed price contract.

Incurred Cost

PuebloPlex shall not be responsible for any cost incurred by prospective consultants in preparing or submitting their proposals.

Evaluation and Evaluation Criteria

Evaluation criteria shall comport with *CFR 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and PuebloPlex Policy Manual. Where any conflicts exist, Federal law shall prevail.

Proposal Instructions

The proposal shall be clearly labeled "PuebloPlex: Pueblo Chemical Agent-Destruction Pilot Plant (PCAPP) Redevelopment and Infrastructure Master Plan". All proposals will become property of PuebloPlex and will not be returned.

To be considered, include the following:

- Five bound (or 3-ring binder) copies
- One unbound copy (suitable for reproduction on 8.5" x 11" paper) – NO HOLE PUNCHES as this copy will be submitted to OLDCC.
- A digital copy in PDF format.

The proposal shall be submitted by U.S. Mail, courier or direct delivery to the address below no later than **5:00pm MST on April 28, 2025.**

Proposals shall be submitted to:

PuebloPlex – PCAPP Redevelopment Plan
c/o McPherson, Goodrich, Paolucci & Mihelich, PC
503 N. Main Street, Suite 740
Pueblo, Colorado 81003

Please be aware that all bids may be considered a public record and may be subject to access under the Colorado Open Records Act.

General Information

While access to the base remains 24/7/365, PuebloPlex contacts for this RFP will be available between 8:00 AM and 4:30 PM, Monday – Thursday. While PuebloPlex contact points will likely be able to respond outside those hours, it should not be expected as part of the proposed plan.

General Instructions: All RFP questions shall be submitted to the Open Question Forum at <https://puebloplex.com/rfp-questions/>

Submit your proposal in a sealed envelope (or box) clearly labeled “PuebloPlex: Pueblo Chemical Agent-Destruction Pilot Plant (PCAPP) Redevelopment and Infrastructure Master Plan.” Consultants must submit a complete and concise response to this RFP, and not submit proposals for only portions of the requested services.

Proposals must include a statement to indicate the period of time the proposal is valid, but shall be valid for a minimum period of one year from the due date of the proposal.

Proposals should provide complete details concerning the consultant's ability to meet the requirements of this RFP. PuebloPlex reserves the right to waive informalities and minor irregularities in proposals, to reject any and all proposals, and to select the most responsive proposal that best meets the needs of PuebloPlex.

Proposal Format: All proposals shall be typed and comply in every manner with the requirements of this solicitation. The proposal original must be signed in blue ink. It must be signed in the name (with title) by a person authorized to bind the successful respondent, and the address and telephone number of that person should be included during the period of validity of the proposal. Advertising brochures and generic specifications that are included with a proposal **will not be an alternative** to specific responses to the RFP requirements.

Consultants must state a definite time for delivery of all goods and performance of all services. Time, if stated as a number of days, will include Saturdays, Sundays and, in addition, holidays.

Deliverables noted shall have proposed target dates assigned to them.

The winning proposal shall be incorporated by reference, with modification as agreed to by PuebloPlex, into the final contract and shall be binding upon the successful bidder. PuebloPlex reserves the right to add out of scope tasks if they are determined to be in the best interests of the project and approved by the OLDCC. Such allowances, if any, will not be a part of the lump sum contract amount and will be awarded only after separate negotiations of specific out of scope tasks with PuebloPlex and approval by

OLDCC. Such out of scope allowances might be considered on an hourly, not to exceed basis or as a lump sum fee, depending on the nature of the assignment.

Consultants further agree to the following:

- To examine all specifications and conditions thoroughly.
- To comply with all Federal, State, and Local laws, ordinances and rules.
- To the extent allowed by law, to accept any claims, liens, and demands, and to indemnify and hold harmless PuebloPlex and its signatory entities.

The following information must be supplied as part of a complete proposal:

- A narrative overview of the consultant's approach to accomplish this project. This narrative will describe clearly the consultant's approach to this particular project.
- A discussion of the work plan proposed by the consultant to accomplish each of the tasks described in this RFP. The work plan will be a chronological discussion of the process the consultant considers necessary to perform the tasks as outlined. The discussion should clarify the team member assignments and specialties, individual roles, and anticipated contribution to the overall effort. Joint ventures and the use of subcontractors are acceptable, provided the roles and responsibilities of each person or entity are clearly defined in the submittal.
- Clear designation of optional or out-of-scope tasks deemed necessary by the consultant.
- An organizational chart that graphically depicts the project management structure, reporting relationships, principal point of contact, and how the team will relate to PuebloPlex. The proposal shall also include a list of key personnel who will make up the consultant's team with corresponding titles and resumes provided along with their responsibilities, qualifications, and an estimated percent of time key personnel will be devoted to the project.
- **PuebloPlex reserves the right to approve the team and team members, including, but not limited to, subcontractors and joint venture partners.**
- A schedule graphically depicting deliverables and milestones. The schedule shall also identify the duration of each task. The proposal shall relate all major milestones to specific deliverables in this RFP.
- A narrative description of any changes or additions the team would recommend to the scope of work outlined in this RFP that it believes will strengthen the overall project.
- A list of past completed similar projects and similar projects being performed at the present time, together with a brief description of the projects, the names of employees and/or subcontractors who worked or are working on the project, and the estimated completion dates of current projects. The proposing team shall provide references from past-completed similar projects.
- A fee schedule to include all tasks and subtasks that the consultant proposes within the work plan. The fee schedule shall depict the level of work effort for each task and subtask in total person hours, as well as lump sum cost for each task and subtask. The project lump sum shall be determined as the sum of the fee for each project task. Each task and subtask cost shall include reimbursable expenses associated with that task. Accommodations may be made to reallocate funds between tasks and subtasks, upon the sole discretion of PuebloPlex, should one portion be more complicated than anticipated while another portion be less complicated than anticipated.

- An hourly rate schedule for each project team member. Each hourly rate shall include all direct personnel expenses, overhead and profit associated with that employee.
- A reimbursable expense schedule that depicts allowances, direct costs, and mark-up, if any. The hourly rate and reimbursable expense schedule will be used to negotiate out-of-scope tasks, if warranted.

Withdrawal of Proposals: Proposals may be withdrawn by written request (including email) received from the consultant's signatory authority prior to **5:00pm MST on April 28, 2025**. Negligence on the part of the consultant in preparing the proposal confers no right to withdraw the proposal after it has been opened. The proposal will be irrevocable until such time as PuebloPlex:

- 1) Specifically rejects the proposal or;
- 2) Awards a contract and said contract is properly executed.

Proposals must be valid for at least one-year (365) days. The consultant agrees to furnish the services as specified to PuebloPlex at the prices and with the warranties/guarantees represented for that period.

Modifications: Any consultant may modify their proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposed price but should provide the addition or subtraction or other modification so that the final price or terms will not be known until the sealed proposal is opened.

Acceptance or Rejection of Proposals: PuebloPlex will accept the proposal which, in its estimation, will best serve the interests of PuebloPlex, and reserves the right to award a contract that shall be best for the public good. PuebloPlex reserves the right to accept or reject any or all proposals received as the result of this RFP, to negotiate with all qualified sources, and/or cancel all or part of this RFP at any time. Until such time as a contract is executed with the successful bidder, PuebloPlex may cancel all or any part of this RFP. This RFP does not commit PuebloPlex to pay any costs incurred in the preparation and submission of proposals. Without limiting the generality of the foregoing, any proposal that is late, incomplete, obscure, or irregular may be rejected; any proposal having erasures or corrections in the proposal may be rejected; any proposal accompanied with an insufficient or irregular proposal guarantee may be rejected. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

Interpretations: No oral interpretations shall be made to any proposer regarding the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing and addressed to the PuebloPlex Director of Planning and Development. Any and all such interpretations and addenda will be sent to all prospective proposers. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under its proposal as submitted. All addenda so issued shall become as much a part of this request for proposal document as if bound herein.

Nondiscrimination: The successful proposer agrees that in performing the work called for by this proposal and in securing and supplying materials, the proposer will not discriminate against any person

on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry unless the reasonable demands of employment are such that a person cannot meet them with a particular physical or mental handicap.

Failure to Submit Offer: If no offer is to be submitted, do not respond to the RFP.

Taxes: Taxes, whether State or Federal, shall not be included in proposal prices. PuebloPlex is generally exempted from federal taxes, specifically, but not limited to excise and transportation taxes.

Employees Not to Benefit: No employee, member of the Board of Directors, or elected official of PuebloPlex or its signatory entities shall be permitted to directly or indirectly benefit from this proposal.

Insurance Requirements: The successful proposer shall agree to defend, indemnify, and hold PuebloPlex harmless from all losses, damages, and costs that arise because of the performance of this agreement, to the extent it is caused by the Contractor, its subcontractor, or anyone for whose act it may be liable. The obligation to indemnify shall not be limited by the availability of insurance. The firm shall be responsible for any and all injury or damage as a result of any services rendered under the terms and conditions of the contract. The firm also agrees to hold PuebloPlex harmless for any negligent act or omission committed by any subcontractor or other person employed by, under the supervision of, the firm under the terms of the contract.

The successful proposer, before signing the contract, shall produce evidence satisfactory to PuebloPlex that it has secured all appropriate insurance for coverage of bodily or personal injury, death and property damage, protecting the proposer and naming PuebloPlex as an additional insured for such claims, and also has secured Workers' Compensation Insurance conforming to the statutory requirements of the State of Colorado. The firm shall also provide General Liability Insurance, covering both itself and sub-consultants, if any, in the minimum amount of two million (\$2,000,000) dollars (general aggregate) and one million (\$1,000,000) dollars (each occurrence) for errors, omissions and negligence. Automobile coverage shall have a combined single limit of \$1,000,000.

All certificates of insurance evidencing such coverage shall be provided to PuebloPlex for review prior to the execution of the contract. All certificates of insurances shall provide that PuebloPlex will receive a 30-day notice in advance of the cancellation of any policy.

Protests

Any protests under this request for proposals shall follow these rules, unless governed by ***CFR 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*** and the PuebloPlex Policy Manual. Where any conflicts exist, Federal law shall prevail.

Applicable rules are as follows:

1. Filing of Protest

- (a) Subject of Protest. Protestors may file a protest on any phase of solicitation or award;
- (b) Form. The written protest shall include, as a minimum, the following:
 - (i) The name and address of the protestor;
 - (ii) Appropriate identification of the procurement;
 - (iii) A statement of the reasons for the protest; and
 - (iv) Any available exhibits, evidence, or documents substantiating the protest.

2. Requested Information

Any additional information regarding the protest should be submitted within the time period requested in order to expedite resolution of the protest. If any party fails to comply expeditiously with any request for information by PuebloPlex, the protest may be resolved without such information.

3. Decision

If an action concerning the protest has been commenced in court, the PuebloPlex President & CEO and Board of Directors shall not act on the protest but shall refer the matter to legal counsel.

4. Stay of Procurement During Protest

PuebloPlex may, at its sole discretion, take action based on the advice of legal counsel which may include continuation of the RFP with the chosen party. A stay of procurement may not occur during protest.

Procurement Statement:

All procurements with OLDCC grant funds will be in accordance with applicable State and local laws and regulations, and applicable Federal laws and regulations, including compliance with the procurement standards in CFR 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor selection criteria (including cost) will be included in any Request for Proposals (RFP). PuebloPlex has a written procurement policy to ensure a fair, open and honest process and the protection of the public trust.

Timeline

The proposed timeline for the RFP selection process is as follows:

<u>Action Item</u>	<u>Timeline</u>
PUEBLOPLEX - RFP Issuance	March 19, 2025, 2 PM MST
Site Visits / Tours – Appointment Request Due Date	April 11, 2025, 5 PM MST
Site Visits / Tours	April 15-16, 2025
Open Question Forum (written questions/clarifications) Due by Date	April 18, 2025, 5 PM MST
Open Question Forum Responses (All questions/answers to all parties from PuebloPlex)	April 22, 2025, 5 PM MST
Proposal Submittal Deadline	April 28, 2025, 5 PM MST
Top 3 Finalist's Presentations to the Selection Committee	April 29-30, 2025
Successful Proposer Selected and Announced	May 1, 2025, 5 PM MST

Open Question Forum <https://puebloplex.com/ref-questions/>

NOTE: SUBMITTAL OF THE FINAL DELIVERABLES MUST OCCUR BY DECEMBER 31, 2025.

Background of the CMA-West, formerly the Pueblo Chemical Depot and the Region

CMA-West, formerly the Pueblo Chemical Depot - Pueblo, Colorado (Exhibit 1, PuebloPlex Vicinity Map)

CMA-West is located 14 miles east of Pueblo, Colorado. Constructed during World War II, the facility was built to serve as an ammunition and material storage and shipping center. As such, it has an extensive short-line rail and roadway network, which was used to transport ordnance and missile components to large warehouses for shipment to other bases, forward operating locations or battlefronts at times of conflict.

During the late 1950s, PCD became a major Army missile repair and maintenance facility, with peak employment of 7,791 people on payroll – equivalent to two out of five workers in Pueblo (approximately 53,000 inhabitants) as of that date, April 3, 1953. The facility operated at nearly full capacity during the Vietnam era.

In 1988, the Defense Secretary's Report on Base Realignment and Closure (BRAC) recommended the realignment and/or closure of more than 100 Army installations, with CMA-West identified for realignment. CMA-West's primary mission since the 1990s became the storage of chemical munitions.

CMA-West had 780,078 weapons with about 2,611 tons of mustard, a blister agent. CMA-West has 922 storage igloos, though only 102 stored chemical weapons.

The stockpile of chemical weapons at CMA-West, comprised of about ten percent of the nation's original chemical materiel stockpile, was completely destroyed in 2023. The total property encompasses approximately 22,847 acres (36 square miles), and in 2013 an area of approximately 15,847 acres was designated by the Army as surplus property. On November 21, 2024, the remaining 7,000 acres, including the Pueblo Chemical Agent-Destruction Pilot Plant (PCAPP), was further designated as surplus property. The PCAPP facility is currently in the clean-up and closure phase of the project, anticipated to be completed in 2027.

Environmental Restoration Status

The property is currently undergoing environmental restoration to environmentally permissible standards, in accordance with federal and state laws that have been enacted in the United States and Colorado.

Master Lease Agreement

The property is presently governed, in part, under a Master Lease Agreement (MLA). This agreement permits sublease of the short-line rail network, a subset of buildings, a subset of igloos, and a subset of open space. MLA revenues provide limited operating income for PuebloPlex and provide a means for PuebloPlex to perform limited maintenance and leasing operations on behalf of the U.S. Army at PCD.

Development Constraints

Three important issues should be noted which will affect the outcomes of this Grant's activities:

1. Concurrent operations – The Army will have an active, security presence at the property through the end of the PCAPP closure. These activities will be immediately surrounding PuebloPlex and will present development challenges. The U.S. Army will retain the property through the weapons demilitarization program and will subsequently transfer at the end of that program.
2. Development risk - The proximity to chemical weapons decommissioning restricts base access and heightens tenant concerns, making development significantly harder than at a fully-decommissioned base. It is a reality that will directly influence economic development alternatives.
3. Extended realignment – The property was originally identified for realignment and closure in 1988. Since that time, preventive and remedial maintenance has failed to be performed in a manner consistent with preservation of the buildings, bunkers, rail, road, wet & dry utility infrastructure. As a result, extreme dilapidation – and, in some instances, unsafe conditions – exists throughout the property. This will present additional challenges in the redevelopment of the property to create sustainable economic development.

The following is what the Army has declared surplus to PuebloPlex.

- Land – Approximately 22, 847 acres for redevelopment;
- Buildings & Bunkers (based on information known as of this writing) – Over 5m square feet; comprised of 654 bunkers, 44 large warehouses and manufacturing buildings, 131 buildings of varying size (pump houses, standalone structures of little development opportunity and office buildings);
- Roadway – Nearly 150 miles of varying degrees of maintenance and unknown serviceability on the PCD;
- Rail Infrastructure – Over 40 miles of varying degrees of maintenance and unknown serviceability on the PCD;
- Utilities – There is a system of wet and dry utilities on the PCD:
 - Electrical Infrastructure – Multiple electrical systems exist of varying distribution capacities (4160, 8300, & 13,800 volt) of unknown age and serviceability on the PCD;
 - Water – There is a system of wells and drainage infrastructure of unknown amount and serviceability on the PCD;
 - Fire Suppression – There is a fire hydrant distribution system, the state of which is unknown; however, a visual review indicates it is largely inactive;
 - Sewage – An evaporative lagoon services the PCD’s wastewater needs along with a series of septic systems and portable toilets. The lagoon is to remain with the Army, leaving the PUEBLOPLEX without a system of wastewater distribution;
 - Natural Gas – There is a natural gas distribution system of unknown capacity and serviceability on the surplus area of the PCD.
- ***Water Rights – The only source of water on the PCD is from wells residing on the PCD. There is no public water utility or sewage treatment facility on the PCD.***
 - ***The only source of water is “water rights” in the amount of 300-acre feet per year (approximately 98 million gallons per year). They are characterized legally as junior, non “dry-up” water rights which belong to the PCD. Junior, non “dry-up” rights mean that they may be subject to outside restrictions/reductions – temporarily, at any point - depending on subscription rights and hydrological conditions for a given river basin. Additionally, these rights are subject to highest-and-best-use evaluations (as determined by Colorado Water Courts and the Colorado Water Conservation Board) which may render these rights as unusable when use changes occur and/or at the time of legal transfer.***

Exhibit 1 – PuebloPlex Vicinity Map

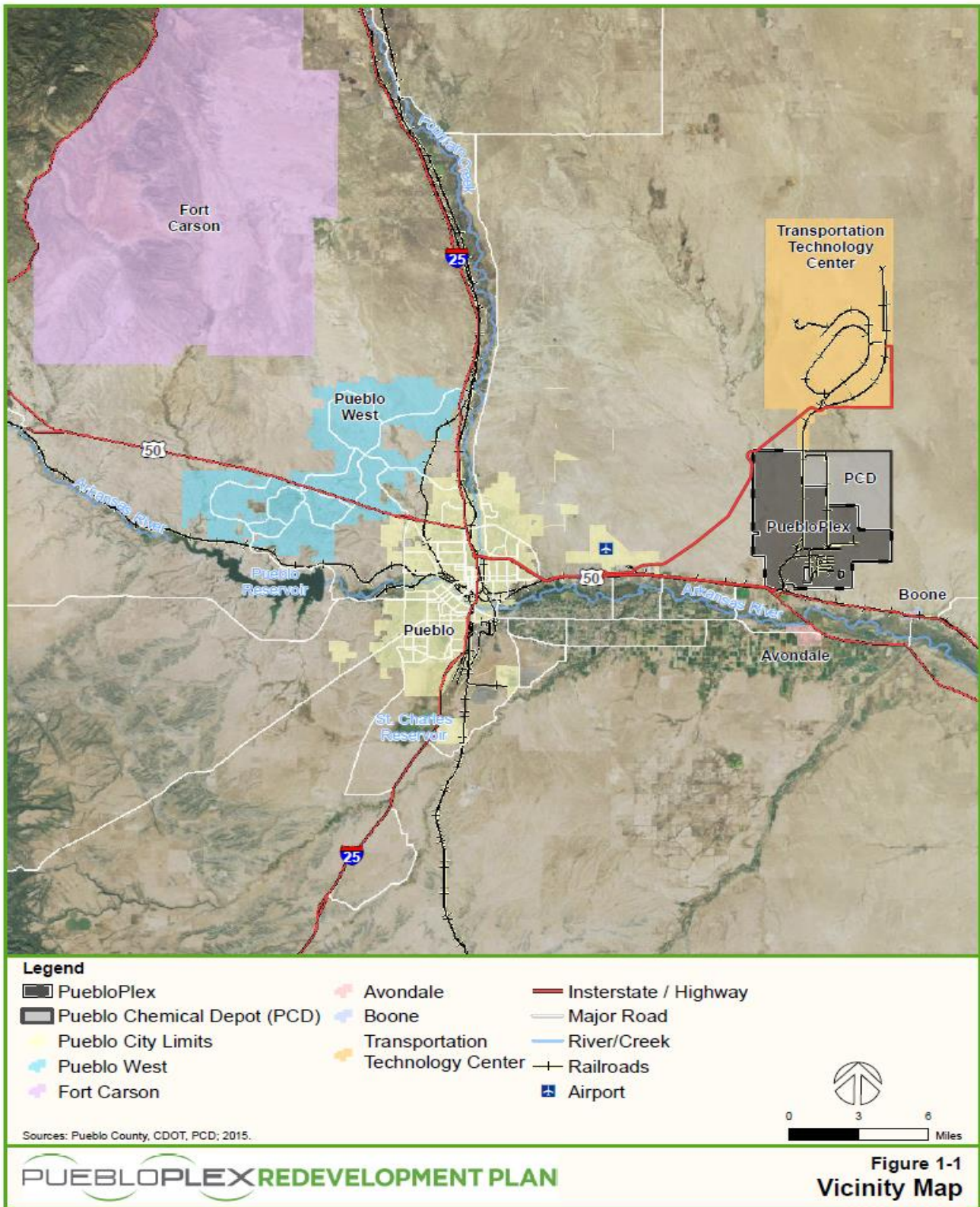
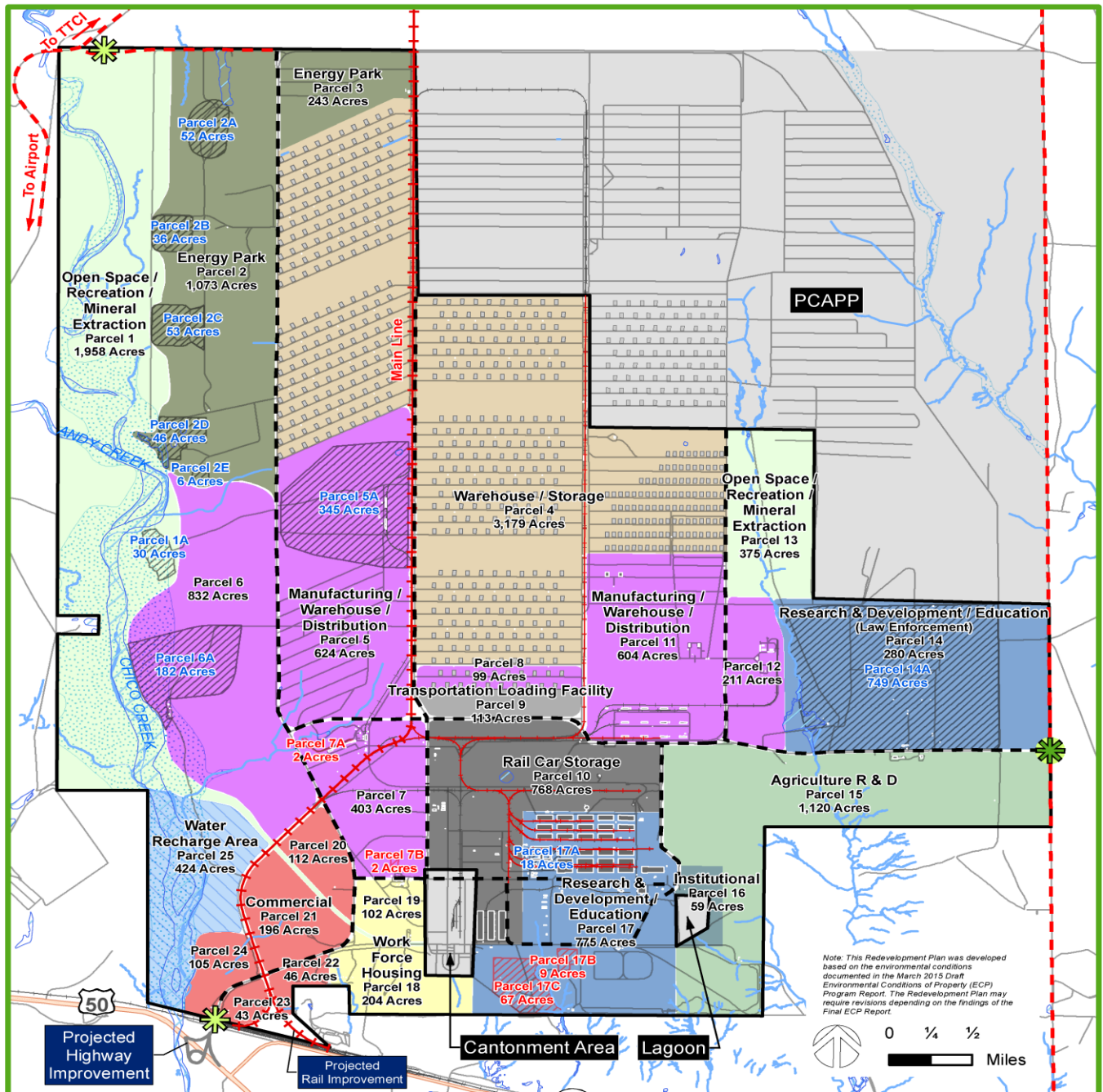


Fig1-1_PuebloPlex_Vicinity_2021_01_16_CJM.pdf

Exhibit 2 – PuebloPlex Redevelopment Plan Map



Note: This Redevelopment Plan was developed based on the environmental conditions documented in the March 2015 Draft Environmental Conditions of Property (ECP) Program Report. The Redevelopment Plan may require revisions depending on the findings of the Final ECP Report.

Legend

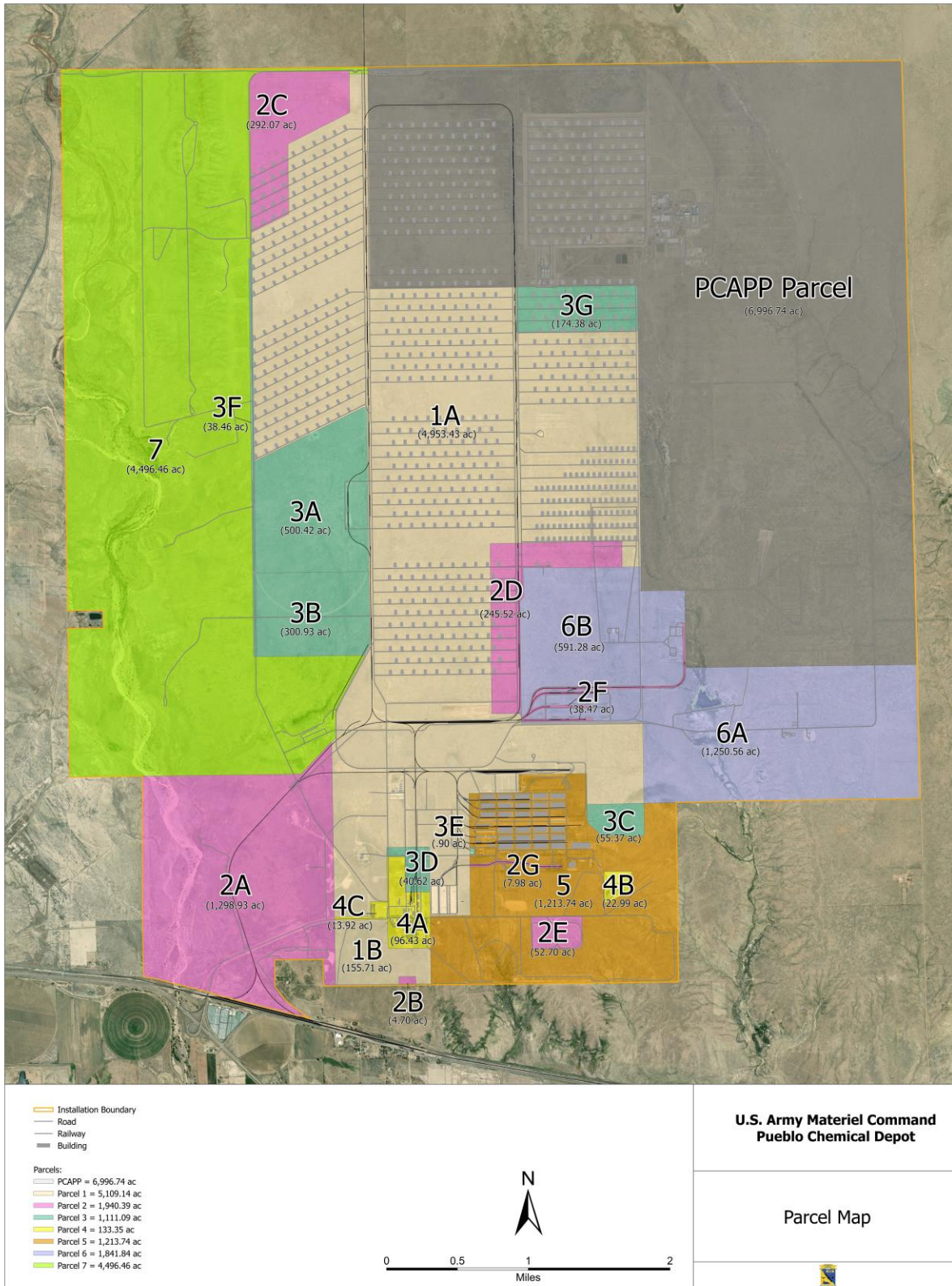
- | | | | |
|--|--|-------------------------------|-----------------------|
| Work Force Housing | Rail Car Storage | Proposed Regional Roads | PuebloPlex |
| Research & Development / Education | Institutional | Projected Highway Improvement | Building |
| Commercial | Agriculture R & D | Projected Rail Improvement | Igloo |
| Energy Park | Open Space / Recreation / Mineral Extraction | Entrance | Pueblo Chemical Depot |
| Warehouse / Storage | Water Recharge Area | Future Entrance | Highways |
| Manufacturing / Warehouse / Distribution | Environmentally Constrained Future Development in 5-10 Years | | Existing Road |
| Transportation Loading Facility | Environmentally Constrained | | Stream |

Source: Matrix Design Group, 2015

PUEBLOPLEX REDEVELOPMENT PLAN

Redevelopment Plan

Exhibit 3 – PuebloPlex Redevelopment Plan Draft Parcel Map



GENERAL CONTRACT FOR SERVICES

Pueblo Depot Activity Development Authority - PuebloPlex (hereinafter "PuebloPlex") and _____ (hereinafter "Contractor") hereby agree to these general conditions and the accompanying written proposal or authorization for services (hereinafter "Agreement"):

1. DESCRIPTION OF SERVICES:

a. PuebloPlex agrees to retain Contractor to provide the services set forth herein, attached hereto and incorporated herein by this reference ("Services"), and Contractor agrees to do so serve. Under this Agreement, the Services will be defined in a Task Order "Exhibit A" that includes the scope of services and associated fee. The Task Order must be executed by both parties prior to initiating work. Contractor represents that it has the requisite authority, capacity, experience, and expertise to perform the services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the services on the terms and conditions set forth herein. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. CONTRACTOR RESPONSIBILITIES:

a. Contractor agrees to perform services in accordance with any attached proposal, or as otherwise stated above herein if no proposal was submitted. Modifications to the proposal or scope of services must be provided and mutually agreed to in writing between Contractor and PuebloPlex prior to rendering of services by Contractor. In performing services, Contractor will use that degree of care and skill ordinarily exercised under similar circumstances by a similarly company and/or organization practicing in the same locality wherein the project is located, or in a locality wherein a similar project is located.

b. Contractor will perform the services as an independent contractor, and shall not be deemed, by virtue of this Agreement, to have entered into any partnership, joint venture, employee/employer relationship, or other relationship, with PuebloPlex.

c. Contractor agrees that, to the maximum extent provided by law, no warranty of any kind, express or implied, at common law or created by statute, is extended, made or intended by the provision of professional services and advice or by the furnishing of the professional work products pursuant to this agreement.

d. Contractor's duties include supervising Contractor's agents and/or employees, or commenting on, overseeing, or providing the means and methods of Contractor's work, including job site safety. Contractor will be responsible for the failure of Contractor's agents and/or employees, or other consultants hired or used by Contractor to perform in accordance with their undertakings, and

the providing of services by Contractor shall not relieve others of their responsibility to PuebloPlex or to others.

e. Contractor's duties do not include supervising PuebloPlex's agents, employees, or contractors or commenting on, overseeing, or providing the means and methods of PuebloPlex's agents, employees, or contractors work, including job site safety. Contractor will not be responsible for the failure of PuebloPlex's agents, employees, or contractors or other consultants hired or used by PuebloPlex to perform in accordance with their undertakings, and the providing of services by Contractor shall not relieve others of their responsibility to PuebloPlex or to others.

f. If required as part of the services, Contractor may assist PuebloPlex in applying for and obtaining permits and approvals from governmental entities with jurisdiction over the project. However, Contractor will not be responsible for any failure to issue or delay caused by any conditions imposed by such governmental units.

g. If Contractor's performance is delayed due to factors beyond its reasonable control, or if project conditions or the scope of work change, Contractor will give timely notice of the change pursuant to change order and may receive compensation for any additional work, upon the written agreement of such compensation with PuebloPlex, and in accordance with any applicable federal statute or regulation.

h. In the event any project or task performed by Contractor is not performed to such a satisfactory quality to allow the Office of Economic Adjustment (OEA) to reimburse PuebloPlex or allocate funding for payment of such project or task to PuebloPlex, Contractor hereby agrees to satisfactory cure any such defects identified by OEA and, in the event that such defects cannot be cured or payment is refused by OEA to PuebloPlex, Contractor agrees that PuebloPlex shall not be responsible for payment of such deficient projects or tasks to Contractor. This Section shall only apply to tasks set forth wherein the Task Order requires completed tasks that are funded by OEA.

3. PUEBLOPLEX'S RESPONSIBILITIES:

a. PuebloPlex will designate a person, or persons, to act as PuebloPlex representative with respect to the services Contractor is to provide at the project. PuebloPlex's designee, or designees, will have complete authority to transmit instructions, receive information, interpret, and define PuebloPlex's policies and decisions with respect to the services provided by Contractor.

b. Any questions, requests for clarification or directions from PuebloPlex to Contractor will be in writing, pursuant to a Request for Information or otherwise, and Contractor is under no obligation to follow verbal direction provided on site.

c. PuebloPlex is solely responsible for coordinating amongst design professionals. PuebloPlex agrees to provide Contractor, at Contractor's written request, with all known information, conditions, standards, criteria, and objectives which affect Contractor's services. This includes, but is not limited to, all plans or reports from other design professionals that may impact or affect Contractor's work. Contractor will be entitled to rely on the accuracy of the information provided by

PuebloPlex. PuebloPlex hereby agrees that, when Contractor provides written requests for information, and PuebloPlex fails to provide Contractor with any of the information required in this paragraph, PuebloPlex will assume all risks associated with that failure. Contractor will not be responsible for any omissions or acts which were caused, in whole or in part, by the failure of PuebloPlex to provide the required information to Contractor.

d. PuebloPlex agrees that Contractor will not be liable for any changes in conditions to the project caused by others after Contractor's work is completed on the project.

4. DOCUMENTS AND REPORTS:

a. Documents, plans, diagrams, sketches, surveys, computer files, working drawings and any other materials created or prepared by Contractor as part of its performance of this Agreement (the "Work Products") are solely for use for this project, and Contractor shall retain ownership rights including copyrights. PuebloPlex may retain copies and may use such Work Products in connection with PuebloPlex's work on this project. However, PuebloPlex agrees not to alter the Work Products and not to use the Work Products for any purpose or project other than that intended by this Agreement. Contractor accepts no responsibility and reserves all rights for PuebloPlex's use of the Work Products for any purpose or project other than the project specified in the attached Proposal.

b. PuebloPlex agrees that Contractor will rely on the type of building(s) specified in the plans. If PuebloPlex re-configures, remodels, or converts the building(s) in the project for some other use after Contractor has completed its work, PuebloPlex agrees that Contractor's initial design work will no longer apply and Contractor cannot be held liable for any civil engineering issues caused by such changes.

c. If PuebloPlex later converts this project for any use other than what was specifically agreed to in the accompanying proposal (i.e. converts the project from apartment buildings to condos or from commercial to residential use), PuebloPlex hereby releases Contractor from any liability caused, relating to or arising from, the changed use of the Project and assumes all risk relating to such changed use.

d. Project records and Work Products will be retained by Contractor for a period of five years following completion of the services.

4. COMPENSATION:

a. Contractor's pricing of this work is predicated upon PuebloPlex's written acceptance of the conditions and allocations of risks and responsibilities described in this Agreement. If there is no other Agreement as to rates and fees, PuebloPlex agrees to pay our current Standard Hourly Billing Rates for any work done on behalf of PuebloPlex pursuant to this Agreement. An estimate or statement of probable cost is not a firm figure unless stated as such.

b. Contractor will submit invoices to PuebloPlex monthly. PuebloPlex will pay the balance stated in the invoice within 30 days, unless PuebloPlex informs Contractor in writing of objections to the invoice within that thirty-day period. Any retainer paid by PuebloPlex hereunder shall be credited to Contractor's last invoice for Services rendered.

c. PuebloPlex will, as a prevailing party, be entitled to recover all attorney's fees, dispute resolution fees, court costs, and other expenses incurred in the collection or attempted collection of any amounts due under this Agreement.

d. At PuebloPlex's option, PuebloPlex may stop payment to Contractor should Contractor, or any of Contractor's contractors, cease to perform the services under this agreement to PuebloPlex's satisfaction. In no event will PuebloPlex be liable for any damage or expense resulting from such stoppage of payment.

5. RISK, DISPUTES AND DAMAGES:

a. The parties agree that all disputes between them will be submitted to a mutually agreeable neutral mediator, as a condition precedent to litigation or other remedies provided by law. The fee and costs of the mediator shall be apportioned equally between the parties.

b. Following mediation, all disputes between PuebloPlex and Contractor for \$500,000 or less shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement.

c. Following mediation, all disputes between PuebloPlex and Contractor greater than \$500,000, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement and before an arbitration panel of three mutually agreeable arbiters, at least one of whom will be a licensed, practicing civil engineer in the state where the project is located.

d. PuebloPlex agrees, at PuebloPlex's discretion, to notify Contractor of any claimed negligent act, error or omission within 45 days of the date of its discovery and to provide Contractor with the opportunity to investigate and to recommend ways of mitigating damages as a condition precedent, at PuebloPlex's discretion, to litigation or other remedies provided by law.

e. PuebloPlex and Contractor agree that the statute of repose under Colorado law, if any, will begin to run upon the completion of Contractor's work as evidenced by the date of the last invoice, and not when the project is completed as a whole. PuebloPlex and Contractor further contractually agree to revise the repose period set forth under CDARA, and instead agree that any claims against Contractor may be brought within ten years after Contractor's last invoice on the project, even if alleged defects arise at a later time.

f. To the maximum extent permitted by law, Contractor agrees to defend, indemnify and hold PuebloPlex harmless from and against all claims, damages, losses, and expenses, including but not

limited to, attorneys' fees, arising out of or related to any negligent act or omission of Contractor, its contractors, any subcontractors hired by Contractor, other consultants hired by Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused in part by Contractor. It is understood, however, that PuebloPlex will not defend, indemnify, or hold Contractor harmless for its sole negligence in performing services at the project.

6. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: PuebloPlex and Contractor each is hereby bound, and the partners, successors, executors, administrators, and legal representatives of PuebloPlex and Contractor are hereby bound to the other party to this Agreement, and to the partners, successors, executors, administrators, and legal representative (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7. NO THIRD-PARTY RELATIONSHIP: Nothing in this Agreement is intended to create a third-party beneficiary relationship with any party who is not a signatory to this Agreement. The rights and obligations contained in this Agreement are solely limited to those between Contractor and PuebloPlex.

8. NO LIABILITY FOR INDIVIDUAL EMPLOYEES OR OFFICERS: It is intended by the parties to this Agreement that PuebloPlex's services in connection with the project shall not subject PuebloPlex's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, Contractor agrees that, as Contractor's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against PuebloPlex, a Colorado governmental entity, and not against any of PuebloPlex's individual employees, officers, or directors.

9. MISCELLANEOUS PROVISIONS:

a. These general conditions and the accompanying proposal or attached Special Provisions, if any, constitute the entire Agreement between the parties and supersedes any prior agreements and any purchase order conditions. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party.

b. This Agreement shall be interpreted according to the laws of the State of Colorado.

c. Each Provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.

d. This Agreement may be terminated in writing by either party upon seven days written notice. PuebloPlex will pay Contractor all fees and reimbursable expenses incurred up to the date of termination.

e. Waiver of Subrogation: PuebloPlex and Contractor waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of Contractor’s services. Construction Contractors that are implementing, construction, or building the object of Contractor’s designs shall be required to endorse Contractor and PuebloPlex as additional insureds on construction contractor’s liability insurance policies covering claims for personal injuries and property damage. Construction Contractors shall be required to provide certificates evidencing such insurance to the Contractor and PuebloPlex.

10. **INSURANCE COVERAGE:**

Contractor will maintain the following minimum insurance at Contractor’s sole cost to protect against claims arising out of the services performed under this Agreement.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers’ Compensation Employers’ Liability	Statutory \$1,000,000 per Accident
Commercial General Liability Bodily Injury (including death) and Property Damage	\$2,000,000 General Aggregate \$1,000,000 Combined Single Limit
This Policy shall be endorsed to include contractual liability coverage	
Commercial Automobile Liability Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit
This Policy shall include all vehicles used in connection with the Agreement whether owned, unowned or hired.	
Professional Liability	\$1,000,000 per claim and annual aggregate

This insurance shall be maintained for a period of five (5) years after completion of all services by Contractor.

11. **TOTAL AGREEMENT:** This Agreement (consisting of pages 1 to 7 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between PuebloPlex and Contractor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

12. **NOTICE:** Any notice or communication required or permitted under this Agreement will be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set below or to such other address as one party may have furnished to the other in writing.

PuebloPlex: P. O. Box 11467, Pueblo, CO 81001-0467

13. ASSIGNMENT: Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Name
Contractor's Name

Date

Name
PuebloPlex

Date

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into by and between _____ ("Disclosing Party"), with its principal offices at _____, and _____ (Receiving Party"), with its principal offices at _____, for the purpose of preventing the unauthorized disclosure of confidential information, as defined below. Disclosing Party and Receiving Party agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" includes all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, Disclosing Party will label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Receiving Party; (b) discovered or created by Receiving Party before disclosure by Disclosing Party; (c) learned by Receiving Party through legitimate means other than from Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. **Obligations of Receiving Party.** Receiving Party will hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. Receiving Party will carefully restrict access to Confidential Information to employees, contractors, and/or third parties as is reasonably required and will require those persons to sign non-disclosure restrictions at least as protective as those in this Agreement. Receiving Party will not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party will return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
4. **Time Periods.** The nondisclosure provisions of this Agreement will survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret, or no longer is defined as Confidential Information, as defined in paragraph 1, or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement will be deemed to constitute either Disclosing Party or Receiving Party a partner, joint venture, and/or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement will be interpreted so as best to effect the intent of Disclosing Party and Receiving Party.

7. Integration. This Agreement expresses the complete understanding of Disclosing Party and Receiving Party with respect to the subject matter and supersedes all prior proposals, agreements, representations, and/or understandings. This Agreement may not be amended except in a writing signed by both Disclosing Party and Receiving Party.

8. Waiver. The failure to exercise any right provided in this Agreement will not be a waiver of prior or subsequent rights.

This Agreement and the obligations of Disclosing Party and Receiving Party are binding on the representatives, assigns, and/or successors of both Disclosing Party and Receiving Party. Both Disclosing Party and Receiving Party have reviewed, understood, and signed this Agreement through its authorized representative.

Name:
Organization:

Date

Name:
Organization:

Date