



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

**Updated Business and Operations Plan (BOP) and
Economic Development Conveyance (EDC) Amendment**

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 an updated Business and Operations Plan (BOP), revise the financial Pro Forma, and amend the Economic Development Conveyance (EDC) agreement between the US Army and PuebloPlex, as outlined in the Scope of Work.

SCOPE OF WORK

1.0 Project Overview

The purpose of this engagement is to prepare an updated Business and Operations Plan (BOP), revise the financial Pro Forma, and amend the Economic Development Conveyance (EDC) agreement between the US Army and the Pueblo Depot Activity Development Authority, dba PuebloPlex (PuebloPlex) for the Pueblo Chemical Depot, Pueblo, Colorado.

2.0 Objectives

Business and Operations Plan (BOP) Update

- Update and integrate foundational planning documents, conduct market and economic analyses, refine development program and phasing, and update Pro Forma and financial model.

Economic Development Conveyance (EDC) Amendment

- Prepare an amendment to the current EDC per 32 CFR 174.9, revise property narratives, update economic impact analysis, and develop a BOP-to-EDC strategic path/crosswalk.

3.0 Scope of Services

Task 1: Business and Operations Plan (BOP) Update

Task 1.1 Review Existing Plans and Studies:

Review MIP, UPS, Redevelopment Plan, Master Plan Update, environmental documents, and market/feasibility studies to identify gaps and inform updates.

Task 1.2 Market and Economic Conditions Assessment:

Update market, economic, demographic, and industry conditions to inform redevelopment potential.

Task 1.3 Development Program and Phasing Strategy:

Refine development programs, utility sequencing, district strategies, and near- and long-term phasing.

Task 1.4 Financial Model and Pro Forma Update:

Update financial assumptions, site-wide Pro Forma, 20-year cash flows, sensitivity analysis, and FMV estimates.

Task 1.5 Investment and Financing Strategy:

Identify and evaluate financing tools, grants, district financing options, and revenue strategies.

Task 1.6 Draft and Final BOP:

Prepare Draft and Final BOP documents, integrating all task elements.

Task 2: Economic Development Conveyance (EDC) Amendment

Task 2.1 Property Narrative and Description Updates:

Update parcel descriptions, conveyance requests, and job creation narratives; and conduct a consistency review.

Task 2.2 Economic Impact and Community Conditions Analysis:

Update economic impact analysis, regional fiscal conditions, and redevelopment capacity.

Task 2.3 BOP Crosswalk Components:

Prepare financial, market, feasibility, phasing, and cost components required for the EDC package.

Task 2.4 Value-Added Asset Identification:

Identify the value added by PuebloPlex control and the rationale for EDC transfer.

Task 2.5 Draft and Final EDC Amendment:

Compile a complete EDC Amendment in Draft and Final forms, compliant with DoD requirements.

Task 3: Project Management and Coordination

Task 3.1 Meetings and Coordination:

Conduct coordination meetings and support PuebloPlex and DoD engagement as needed.

Task 3.2 Report and Schedule Management:

Prepare schedule updates, progress reports, and administrative coordination.

NOTE: SUBMITTAL OF THE FINAL DELIVERABLES MUST OCCUR BY DECEMBER 31, 2026.

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: BOP and EDC Amendment**". 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 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 6, 2026**.

Proposals shall be submitted to:

PuebloPlex – BOP and EDC Amendment
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 property 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: BOP and EDC Amendment.**” 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 6, 2026**. 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 15, 2026
Site Visits / Tours – Appointment Request Due Date	March 31, 2026, 5 PM MST
Site Visits / Tours	April 2, 2026
Open Question Forum (written questions/clarifications) Due by Date	March 31, 2026, 5 PM MST
Open Question Forum Responses (All questions/answers to all parties from PuebloPlex)	April 2, 2026, 5 PM MST
Proposal Submittal Deadline	April 6, 2026, 5 PM MST
Top 3 Finalist's Presentations to the Selection Committee	April 14-15, 2026
Successful Proposer Selected and Announced	April 17, 2026, 5 PM MST

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

NOTE: SUBMITTAL OF THE FINAL DELIVERABLES MUST OCCUR BY DECEMBER 31, 2026.

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

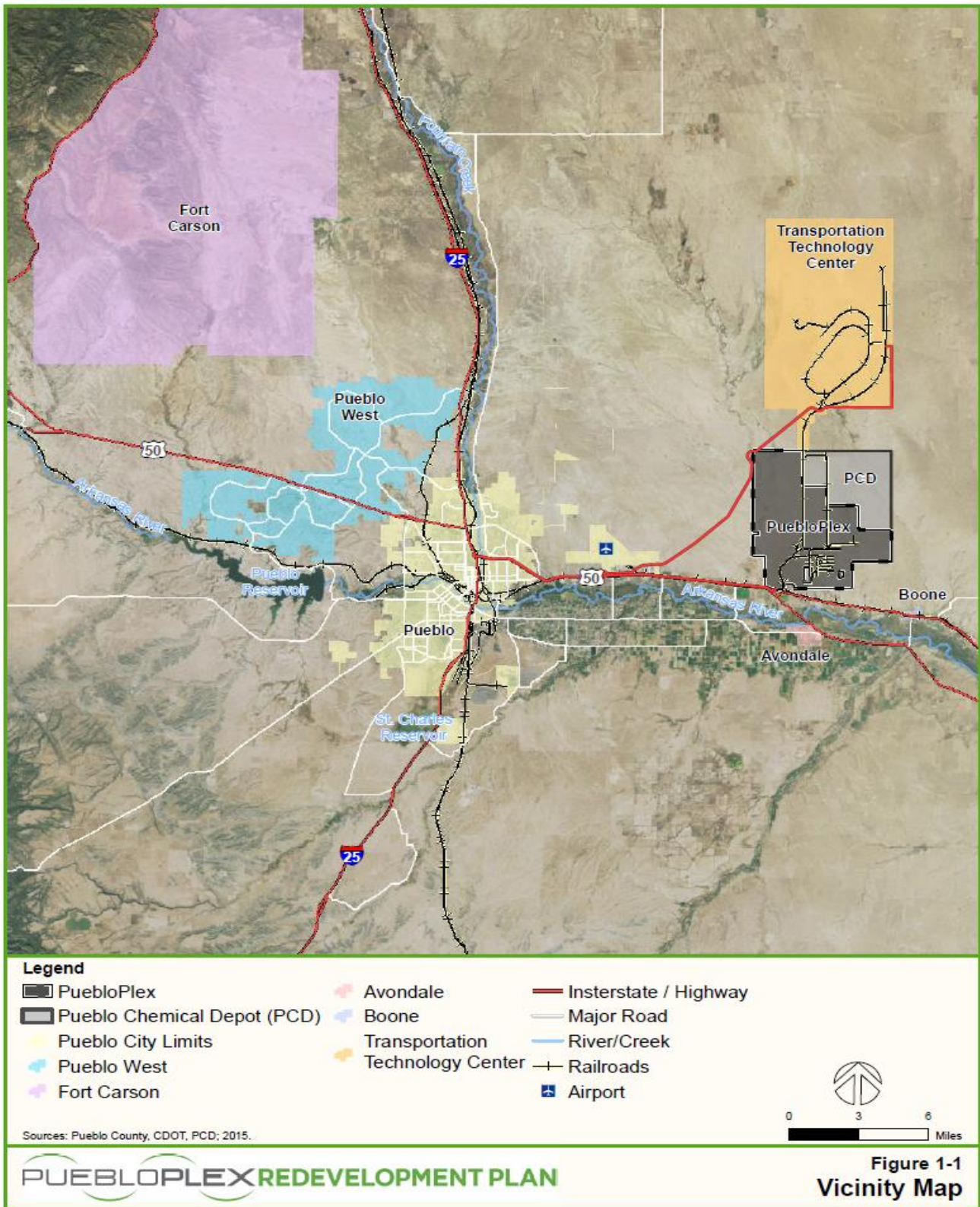
Three important issues should be noted which will affect the outcomes of this Grant's activities:

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.***

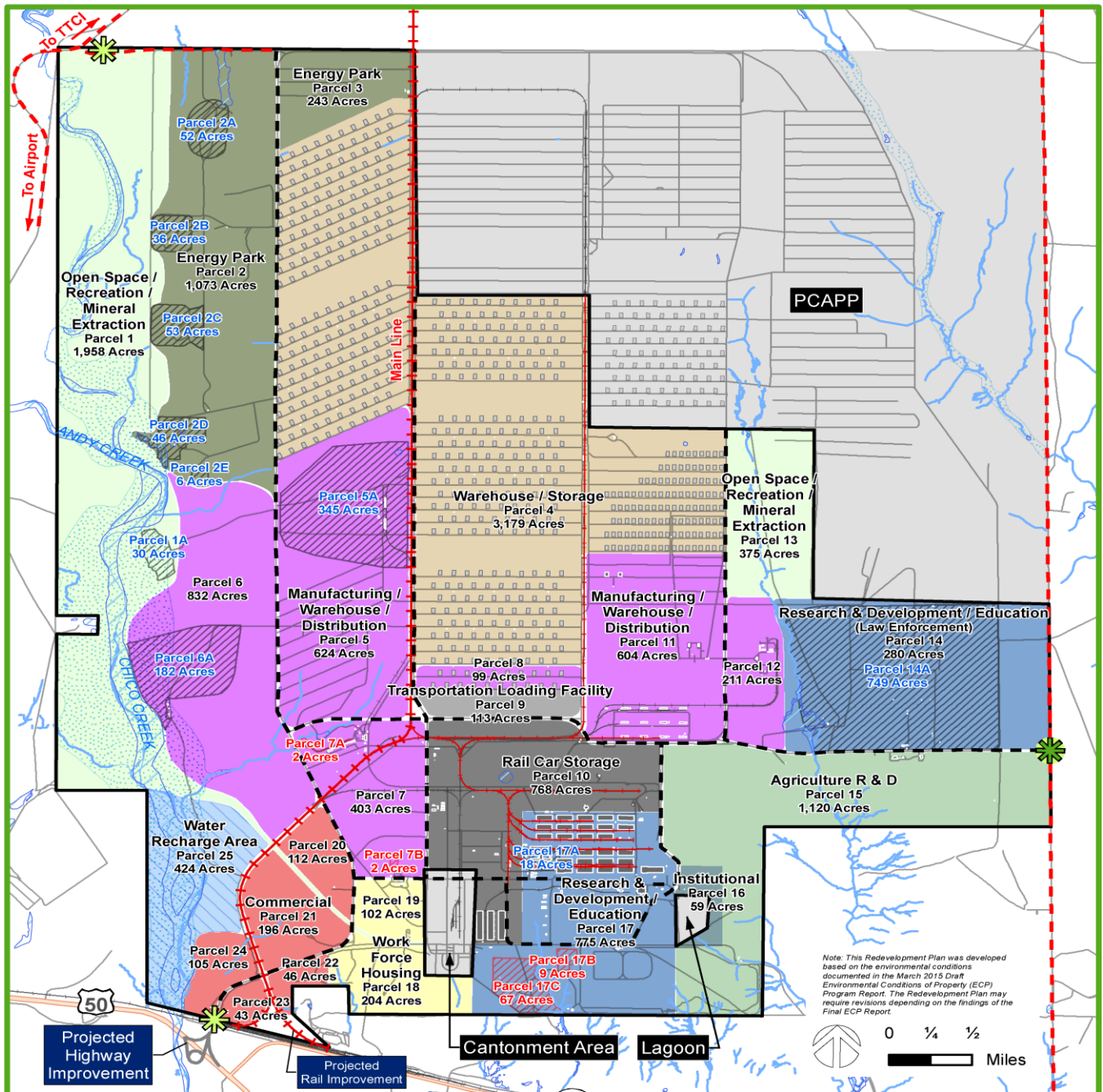
Exhibit 1 – PuebloPlex Vicinity Map



**Figure 1-1
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.

Source: Matrix Design Group, 2015

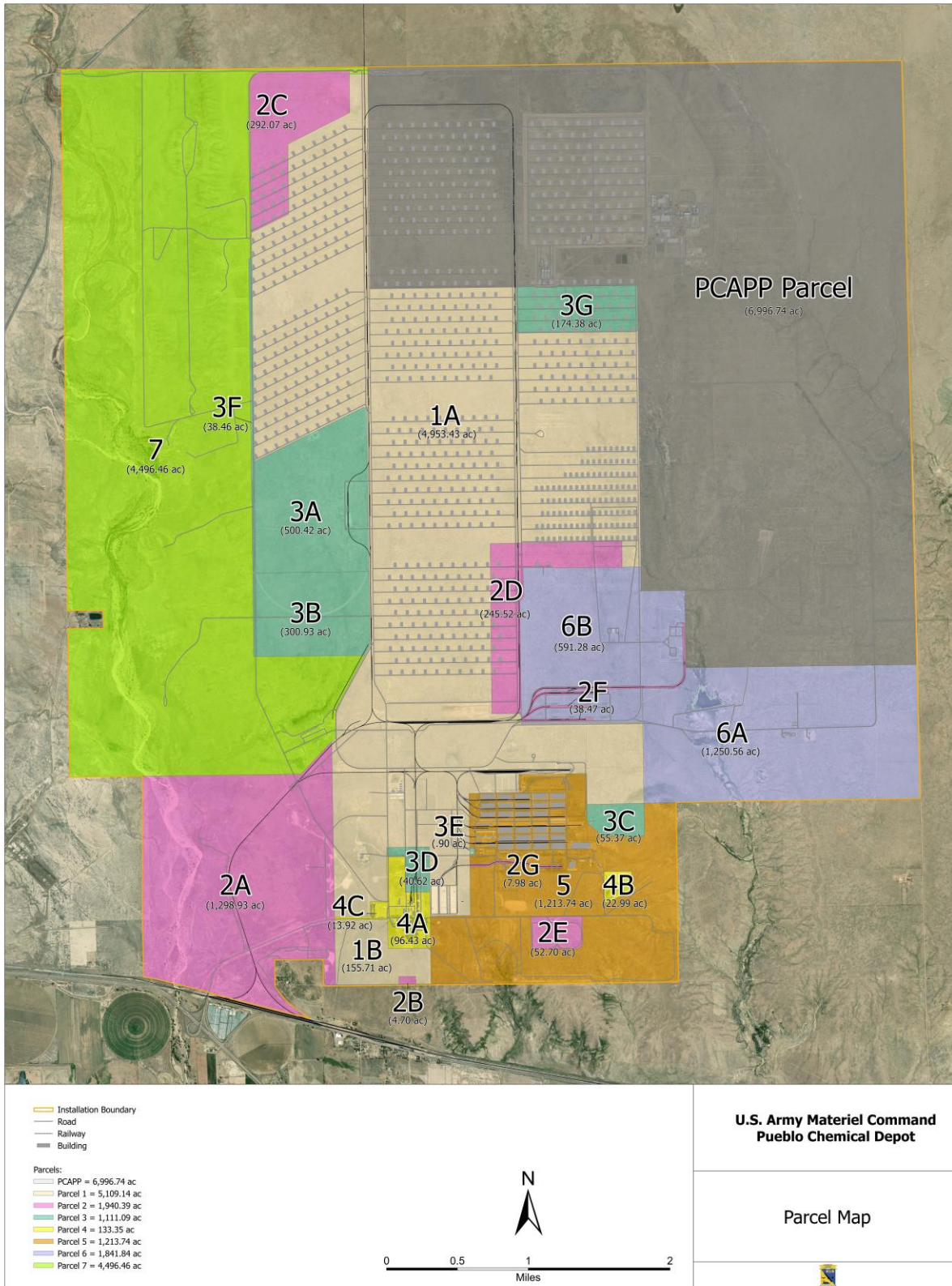
Legend

- | | | | |
|--|--|-------------------------------|--------------------------------------|
| 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 | Highways |
| Warehouse / Storage | Water Recharge Area | Future Entrance | Existing Road |
| Manufacturing / Warehouse / Distribution | Environmentally Constrained Future Development in 5-10 Years | | Existing Railroad |
| Transportation Loading Facility | Environmentally Constrained | | Stream |
| | | | Wetland |
| | | | Approximate 100 Year FEMA Floodplain |

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

11. **TOTAL AGREEMENT:** This Agreement (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