

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO AND BOHANNAN-HUSTON, INC.**

This Amendment No. 1 to the Agreement for Professional Services (“Amendment”) is executed to be effective as of the _____ day of _____, 2022 by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation (“City”) and Bohannan-Huston, Inc., a New Mexico Corporation authorized to do business in the State of Colorado (“Consultant”). City and Consultant are sometimes referred to herein as a “Party” and collectively, as the “Parties.” WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Agreement for Professional Engineering Services dated the 9th day of March, 2020 (the “Agreement”) for Bid Project 19-062 Union Avenue and Main Street Masterplan Design Project; and

WHEREAS, City and Consultant desire to modify the Agreement pursuant to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and Consultant hereby agree to the following:

AGREEMENT

1. The Agreement is amended by expanding the scope of work to include the following additional services:

Complete Final Design, Construction Documents, and Construction phase based on recommendations from the Master Plan Design for Union Avenue and Main Street planning efforts, including entire master plan project lists, including sub projects, as presented and approved by City and County and in compliance with recent Revitalizing Main Streets (RMS) grant funding application, approximately \$7.66 million construction budget. The work items with respect to such additional services are generally identified and set forth in the attached Attachment A.

2. Attachment A to this Amendment No. 1 shall be added to the original scope of work, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto. Contractor stipulates and warrants that the work items set forth in Attachment A are additional work items not previously performed or required to be performed under the Agreement including deliverables under the City of Pueblo Master Plan for Union Avenue and Main Street.

3. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant and approved key personnel of Consultant in connection with the Consultant’s services for the work authorized by the Amendment No. 1. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of \$680,890.75 as set forth in the Attachment B. The maximum amount of compensation for any phase shall not exceed the amount specified in Attachment B for such phase

4. Consultant shall commence and complete each major work item according to the work schedule attached hereto and labelled Attachment C; provided, however, Consultant will not be responsible for delays beyond Consultant’s control. Dates may be revised based on start date of work as approved by all Parties.

5. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

IN WITNESS WHEREOF, the Parties to this Amendment No. 1 have set forth their hand, to be effective as of the effective date shown above.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BOHANNAN-HUSTON, INC.

By _____
Naomi C. Hedden, Director of Purchasing

By _____
Denise Aten, Senior Vice President

Attest _____
Marisa Stoller, City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR
THIS CONTRACT AND FUNDS ARE AVAILABLE.

Laura Solano, Chief of Staff

APPROVED AS TO FORM:

Daniel Kogovsek, City Attorney

Attachment(s): Attachment A - Scope of Work dated January 7, 2022
Attachment B - Fee Schedule
Attachment C - Work Schedule
Additional Information for Amendment

City of Pueblo
Final Design and Construction Documents for
Union Avenue and Main Street
(Pueblo Downtown Multi-Modal Safety Improvements)

SCOPE OF WORK
BOHANNAN HUSTON, INC.

January 7, 2022

A. PROJECT DESCRIPTION

Purpose: The BHI Team will complete Final Design and Construction Documents based on recommendations from the Master Plan Design for Union Avenue and Main Street planning efforts, including entire master plan project lists, including sub projects, as presented and approved by City and County and in compliance with recent Revitalizing Main Streets (RMS) grant funding application, approximately \$7.66 million construction budget.

Project Location: S Union Ave, from City Center Drive to Abriendo Ave, and S Main Street, from City Center Drive to Arkansas River, in Pueblo, CO. Also, C Street and D Street between Union and Main.

B. SCOPE OF SERVICES

This Scope of Services defines the work, deliverables, and schedule for each of the tasks described in detail below.

BHI will request written authorization prior to proceeding to each Phase defined below

Project Control

Approach:

BHI will provide continued Project Administration and Management for each Phase below through the remainder of the project, including:

1. Project Administration
 - a. Initial client kick-off meeting
 - i. Prepare Project Management Plan
 - ii. Finalize project scope
 - iii. Finalize project schedule
 1. Identify milestone and critical path elements

- b. Subconsultant management
 - c. Monthly progress reports
 - d. Monthly invoicing
2. Monthly Project Meetings (virtual)
 - a. Prepare agendas
 - b. Progress report and schedule update
 - c. Prepare meeting notes
3. Project Website Management
 - a. Provide project updates during design and construction.

Assumptions:

1. Assumes a 12-month project design schedule and 12 monthly meetings. Progress meetings may be combined with review meetings.
2. Project progress/team meetings are assumed to be on Zoom or Conference Calls. Review meeting will be conducted in person.

Deliverables:

1. Project Management Plan
 - a. Detailed project schedule
 - b. Project Contact list
2. Monthly project meeting notes
3. Project website updates

Final Design Phase

Task 1: Data Acquisition and Survey

Approach:

BHI will provide field work in order to support design, including:

1. Design Survey and Mapping
 - a. BHI will provide design surveying including:
 - i. Prepare Survey Control, including a project benchmark

- ii. Provide a Control Diagram and report.
 - iii. Perform Right-of-Way (ROW) Research and Mapping based upon record document research and review, field investigations to obtain boundary evidence, and collective evaluation of evidence to arrive at a defensible right-of-way determination.
 - iv. Topographic Design Surveying include features of interest such as pavement markings, edge of pavement, curb & gutter, curb cuts, sidewalks, signage, pedestrian access points, arterial streets, retaining walls, existing trees, and marked and visible evidence of utilities, within the roadway corridor per the attached project boundary map. Aerial mapping and/or field survey may be utilized to obtain the above data.
 - v. MIG will perform field investigation of irrigation system to determine existing irrigation points of connection, mainline, and equipment.
 - vi. The City will coordinate with design consultant on tree locations for removal if required.
2. Utility Location: BHI subconsultant UCS will provide field locating of existing utilities and preparation of a certified utility map, in accordance with Senate Bill (SB) 18-167
- a. Notify CO 811 of engineering required project and perform records research of existing subsurface within the project limits by contacting each utility owner and obtaining their available facility records (QL'D' designating)
 - b. Perform QL'C' survey of existing gravity fed systems includes utility type, ownership, size and material composition based on available record information.
 - c. Perform geophysical investigation (QL'B' designating) of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities
 - d. Perform survey of utility markings placed by our designators
 - e. Complete utility mapping with depictions as outlined in the ASCE 38 standard.
 - f. Survey in utility marks and structure appurtenances
 - i. This portion of the project will be completed by BHI Survey as part of Design Survey and Mapping to ensure that the final utility drawing is completed in conformance with Senate Bill 167 requirements.
 - g. QA/QC of investigative findings based on existing records, maps and as-built information.
 - h. Determine locations for test holes (QL'A') based on proposed design and client coordination.
 - i. Provide vacuum excavation test holes for the project, on existing subsurface utilities
 - j. Provide mapping of the completed utility investigation findings

Assumptions:

1. Existing ROW documents exist, and adjacent individual deeds are not required to define the existing ROW. ROW monuments/property corners along the corridor of interest are existent. No title work will be required or provided.
2. Survey will be performed within public ROW. This scope of work does not include any right-of-entry requests or coordination of right-of-way corner monumentation. These services can be provided separately if determined to be necessary.
3. Traffic Control during field investigation is included.
4. Utility Test Holes will be completed as an additional service based on the number of holes determined during Final Design Phase.
5. The City will provide Geotechnical Investigation and Pavement Design as necessary for roadway rehabilitation and replacement.
6. Environmental field work and research will be completed by the City or CDOT.

Deliverables:

1. Survey control diagram and report
2. Right-of-way/Ownership map
3. ACAD Civil 3D topographic survey drawing, with an .xml surface in BHI engineering standards, 1"= 30' scale
4. ASCE 38 certified utility mapping sealed by a Colorado Registered Professional attesting to the utility depictions based on the ASCE 38 standard and electronic 2D CAD format.

Task 2: Final Design

Approach:

BHI, along with MIG landscape architects, will prepare final design of the streetscape improvements along S Union Ave and S Main Street based on recommendations from the Master Plan Design for Union Avenue and Main Street planning efforts, including entire master plan project lists as presented and approved by City and County and in compliance with recent Revitalizing Main Streets (RMS) grant funding application.

1. Preliminary design package (30%) for the City and CDOT review.
2. Coordinate and facilitate the FIR meeting with City and CDOT. (Including minutes and revisions to plans)
3. Conduct public information meeting to present final design.
4. Project Website management and updates

Assumptions:

1. Final design will be based on conceptual design as reviewed and approved by the City and County as part of Preliminary Planning phase – see supporting documents attached for additional details.
2. Design will extend up to and include existing sidewalk. Modification to existing buildings, entryways, private property, or utility services are not included. Modification to bridge structures is not included.
3. BHI Subconsultant MIG will provide pedestrian streetscape design drawings, specifications, and quantities to a 30% level of completion, which will address: materials, color and finish information for pedestrian paving areas, as well as the dimensional location of site furnishings (e.g. seating, tree grates, planters, bike racks, trash receptacles, and wayfinding). MIG will also provide planting design drawings, specifications, and quantities.
4. Streetscape Design shall be based on Pueblo's City Center Streetscape Standards.
5. The project has received funding of \$2 million for construction and therefore, coordination and approval by CDOT will be necessary. Design funding is being provided by the City.
6. Design and Construction of Gateway Features will be completed by the City. BHI will coordinate and indicate location placeholders for these features on plans.
7. City will provide public meeting advertisement and venue.
8. Individual Stakeholder/Property Owner meetings or coordination of design improvements has been excluded but can be included for an additional fee.

Deliverables:

1. Design Drawings (drawings shall be developed in CDOT format)
2. Draft specifications
3. Engineers Opinion of Probable Cost

Construction Documents and Bidding Phase

Task 1: Construction Documents

Approach:

BHI, and our team, will prepare construction documents for submittal and review with the City for purpose of construction bidding including:

1. Construction Drawings including, (Includes 90% / FOR & 100% / For Construction Plans)
 - a. Title Sheet, Project Data, Plans Index

- b. General Notes
 - c. Typical Sections
 - d. Project Control and Survey Sheet
 - e. Removal Plan
 - f. Grading Plans
 - g. Intersection and Curb Ramp Detail Sheets (1"=20')
 - h. Grading, Erosion and Sediment Control Plans and Details
 - i. Signage and Striping Plan
 - j. Landscape and Irrigation Plan and Construction Details
 - k. Lighting Plan
 - l. Signal Plans
 - m. Miscellaneous Construction Details
 - n. Standard Plans List
2. Technical Specifications
 3. CDOT standard project provisions and project special provisions
 4. Engineer's Estimate of Construction Cost
 5. Attendance at FOR/Final Review (90%) meeting – in person
 6. Provide all documents for City to coordinate with CDOT specialty units. Assist City in preparation of Utility, Right-of-Way and Environmental Clearance Letters.
 7. Conduct public information meeting to provide update on final design and construction schedule.

Assumptions:

1. Standard Drawings and Specifications will be referenced where applicable, including City of Pueblo and CDOT Standard Drawings and Specifications and Black Hills Energy Standards for lighting.
2. BHI Subconsultant MIG will provide pedestrian streetscape design drawings, specifications, and quantities to a 90% and 100% level of completion, which will address elements listed in Task 2: Final Design.
3. Irrigation design shall be per City of Pueblo standards and requirements. CSI Standard Specifications may be utilized for landscape and irrigation. Owner to provide sleeving locations for lighting and irrigation equipment and point of connection for irrigation.
4. BHI and MIG will coordinate layout of street and pedestrian lighting. Electrical Engineering and photometrics are excluded.

5. Tree Removal and Replacement will be included in landscape plans based on recommendation by the City. Mitigation Plans or documentation are not included.
6. Traffic impact study or additional analysis of intersections or adjacent roadways is not included. New traffic signals are not anticipated or included; modification based on Master Plan recommendations only.
7. BHI will review/perform drainage analysis to comply with the current City of Pueblo Storm Drainage Design Criteria and Drainage Policies. Drainage improvements within the project area will be included. It is assumed that the overall run-off quantity and drainage patterns will remain relatively unchanged. Regional drainage management or offsite improvements are not included.
8. All improvements will be within City property and easements or ROW. Acquisition is not necessary.
9. Environmental documentation will be provided by CDOT or City for use in preparing permit and clearance letter.
10. Field locating of existing trolley tracks is not included. Location will be based on as-built plan drawings and mitigation standard specification, bid item and quantity will be included in contract documents if removal is needed.

Deliverables:

1. Final (90%) Construction Drawings for FOR review
2. Technical Specifications in Word (.doc) and Adobe PDF format
3. Engineer's Estimate of Construction Cost in Excel (.xcl) and Adobe PDF format.
4. Stamped final (100%) Construction Documents in AutoCAD 2016 or newer, Word (.doc), and Adobe PDF format.

Task 2: Bidding Assistance

Approach:

BHI will assist City staff on an on-call basis to provide specification and drawing clarifications. City Purchasing Department staff will complete advertisement, on-line distribution and bid receiving. BHI will provide the following services:

1. Attend and participate in pre-bid meeting.
2. Provide clarification of the contract document's intent during the bidding process and determine the need for issuance of addenda.
3. Prepare addenda when required.

Assumptions:

1. City to handle overall bidding and procurement process
2. City shall be responsible for placing bid advertisement.

3. City to maintain bidder's log and addenda distribution log.
4. City to schedule and conduct Pre-Bid and Bid Opening.

Deliverables:

1. Original documents for advertisement and distribution

Construction Phase

Task 1: Post Construction Award Services (PCAS):

Approach:

BHI will assist City staff on an on-call basis to provide construction administration services from contract award to close out and support of final payment to the contractor. BHI will perform services throughout this period as follows:

1. Provide "As-awarded" construction documents, reflecting any bid addendum
2. Attend a pre-construction meeting and identify critical observation points and coordination items necessary prior to and during construction.
3. Review shop drawings, material submittals and other submittals of the contractor
4. Respond to Request for Information (RFI) and render interpretations of Documents as necessary for Contractor and Inspection staff.
5. Prepare record drawings.

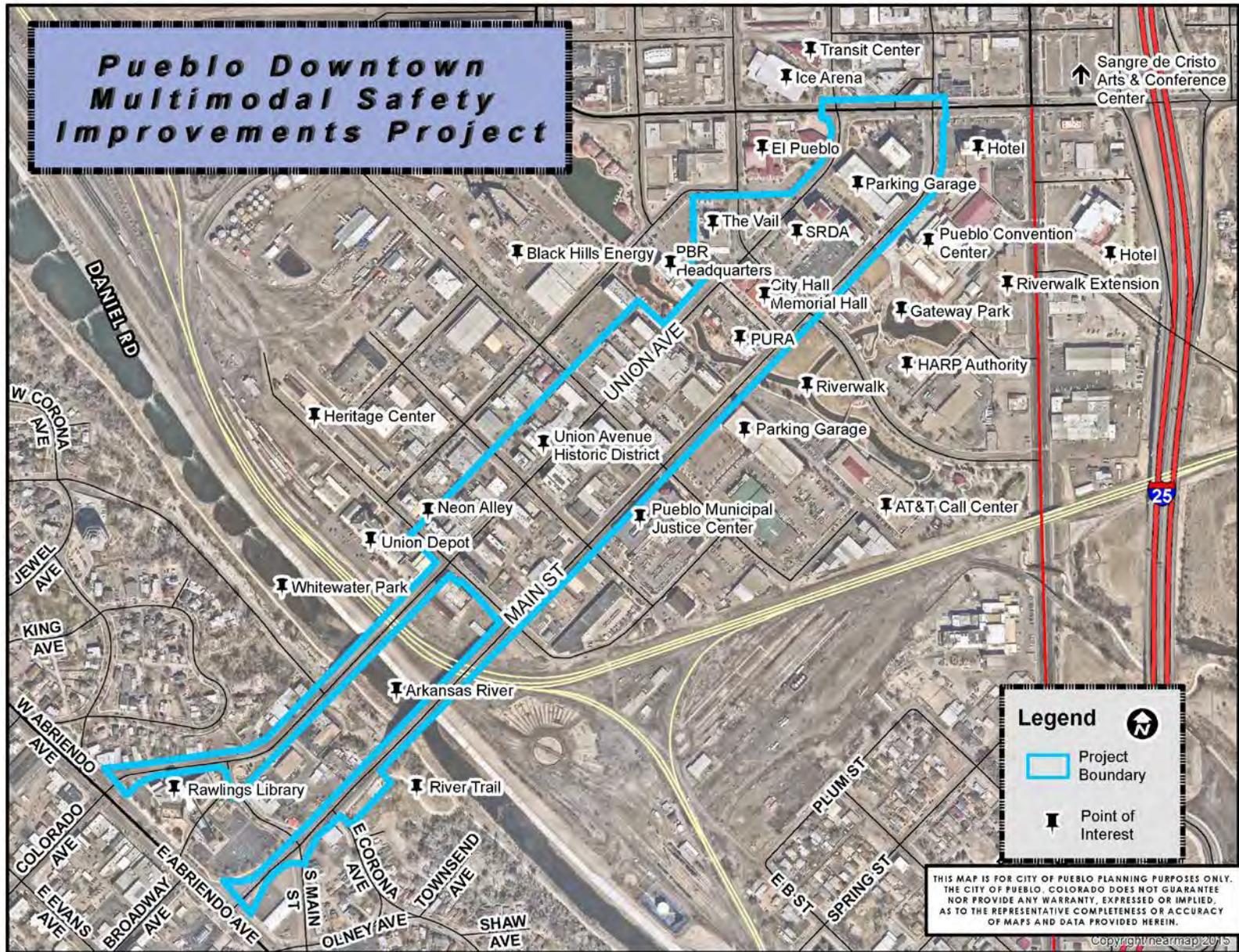
Assumptions:

1. Overall construction administration and inspection to be provided by City staff. BHI will support on an on-call basis.
2. Record drawings will be prepared based on actual as-builts provided by the construction contractor.

Deliverables:

1. As-awarded construction documents
2. Project related documentation as needed
3. Record drawings in AutoCAD 2016 or newer and Adobe PDF format.

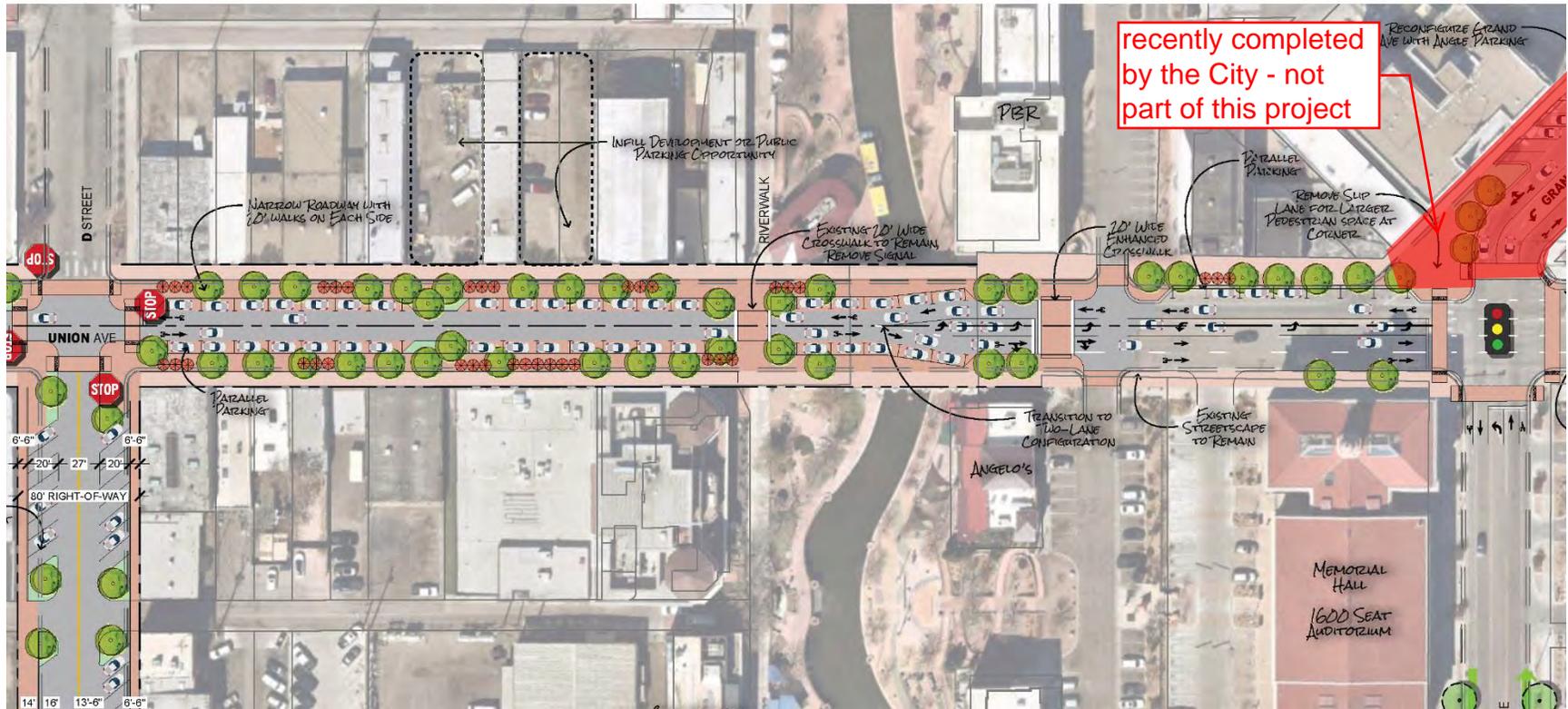
ATTACHMENT A - PROJECT MAP



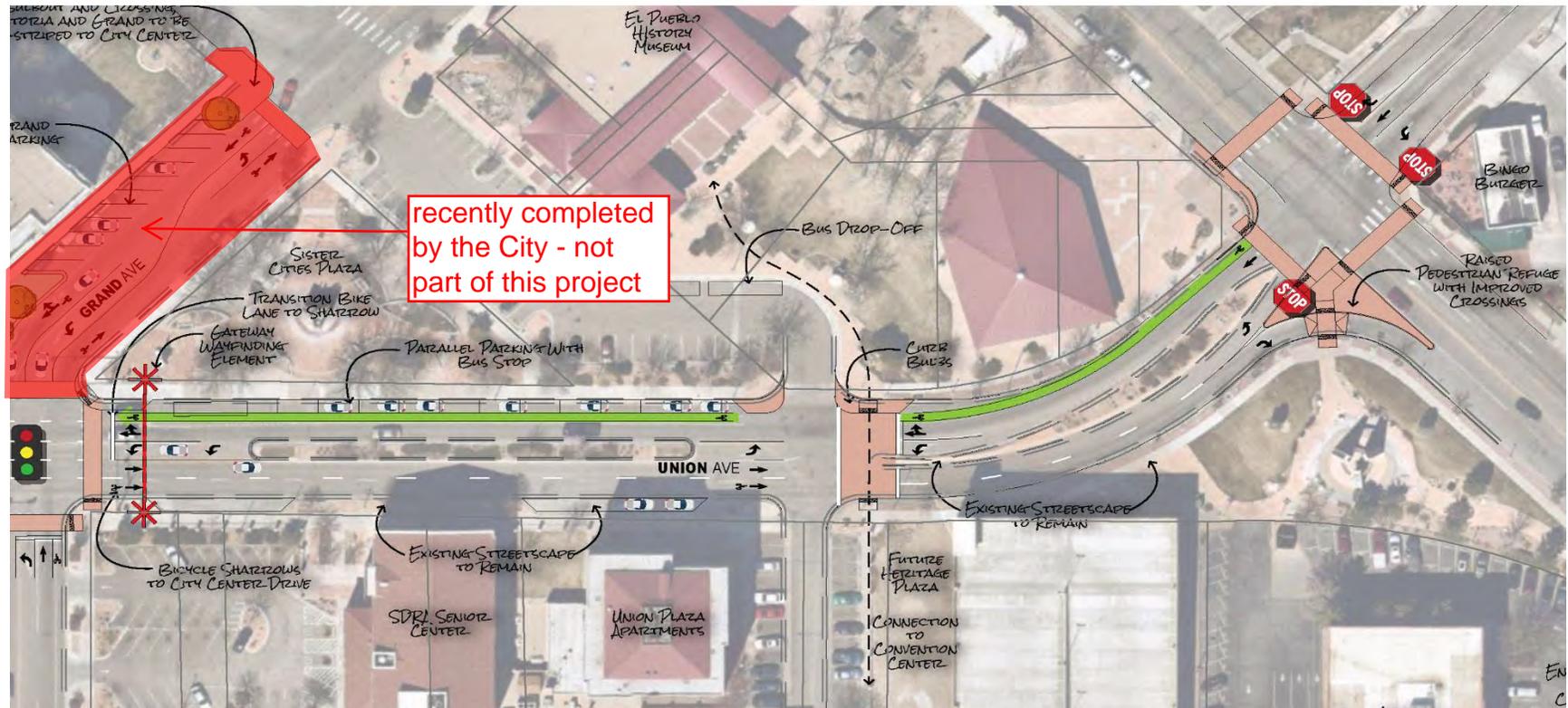
UNION AVE. B STREET TO D STREET



UNION AVE. D STREET TO GRAND AVE.



UNION AVE. GRAND AVE. TO CITY CENTER



UNION AVE. (FROM B ST. TO C ST.) - EXISTING CONDITION



UNION AVE. (FROM B ST. TO C ST.) – FULL BUILDOUT



UNION AVE. (FROM B ST. TO C ST.) - EXISTING CONDITON



UNION AVE. (FROM B ST. TO C ST.) - FULL BUILDOUT



POTENTIAL SUB-PROJECTS FOR UNION AVENUE

As stated previously, the overall cost associated with the full buildout of the Master Plan may be daunting. Therefore, several potential sub-projects have been identified to help advance the build-out of the Master Plan for Union Avenue over time. The primary set of sub-projects align with the County 1-A funding requirements and range from striping and landscaping to roadway reconstruction. A list of other potential projects were also identified for supplemental funding sources, as they expand beyond the scope of the County 1-A funds but were determined to bring value to the overall Master Plan for Union Avenue. Sub-projects can be implemented as appropriate funds become available.

The list below provides a general overview of potential sub-projects for Union Avenue, with more detail including preliminary costs, found in Chapter 4: Implementation and Appendix 2.

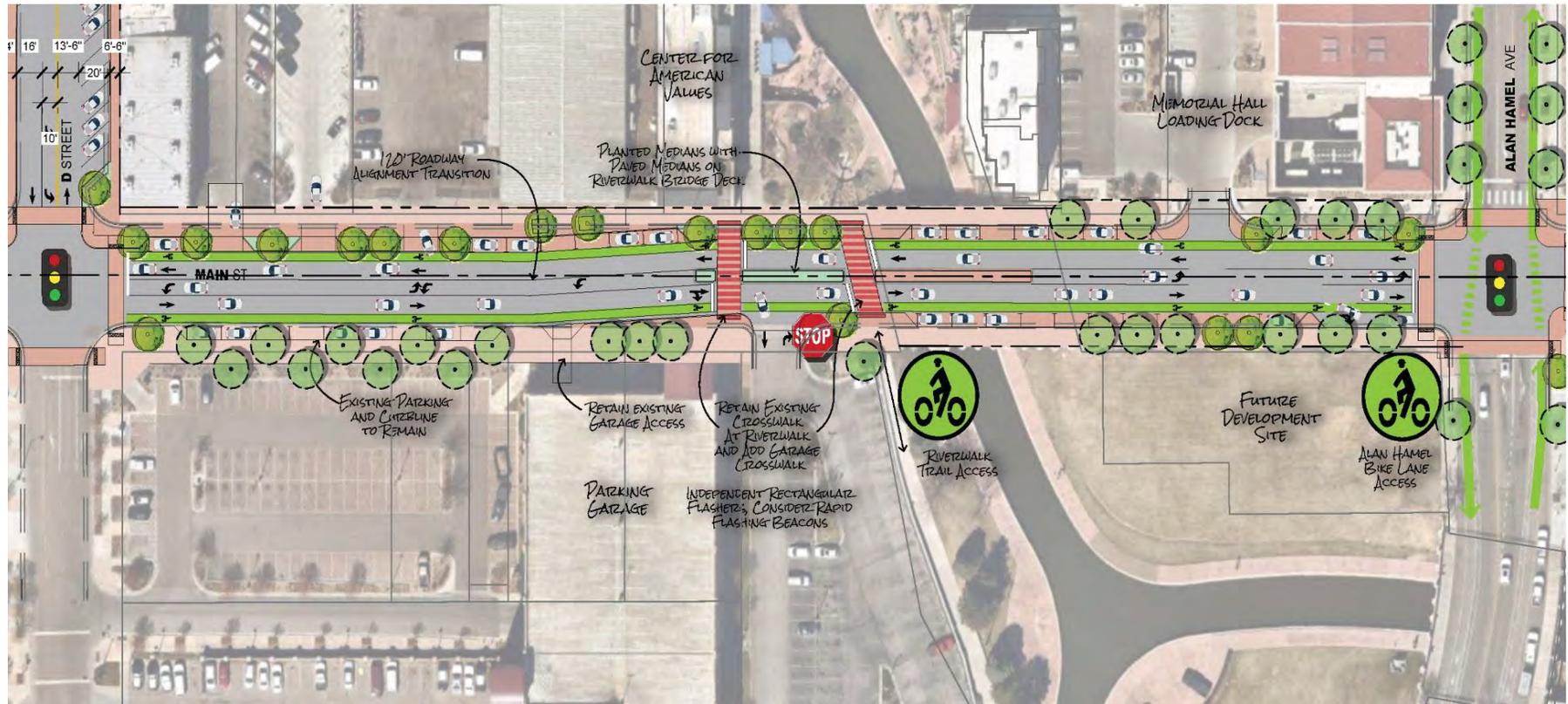
Union Avenue Potential Sub-Projects	Location
Master Plan Improvements from B Street to Grand Avenue	
Four way stops at intersections	C Street and D Street
Bulb outs at intersections	B Street, D Street, C Street, Grand Avenue
Reconstruct curb-Line	B Street to Grand Avenue
Stripe roadway to two lanes with sharrows	B Street to Grand Avenue
Streetscape elements	B Street to Grand Avenue
Redesign of the corner slip lane and pork chop and remove right turn lane	Grand Avenue - SW corner
Mid-block crossings (2)	Riverwalk
Gateways	One at B Street and one at Grand Avenue
Master Plan Improvements from Abriendo Avenue to B Street	
Striping of Bicycle Lanes	Abriendo to B Steet
Master Plan Improvements from Grand Avenue to City Center Drive	
Pedestrian improvements - pork chop crosswalk	Southside of City Center/Union Intersection
Other Potential Projects	
Add diagonal parking on C & D Street	C Street and D Street between Union & Main
Add diagonal parking on Grand Avenue	Union Ave to Victoria
Encourage use of alleys	B Street to Riverwalk

MAIN STREET

ARKANSAS TRAIL TO C STREET

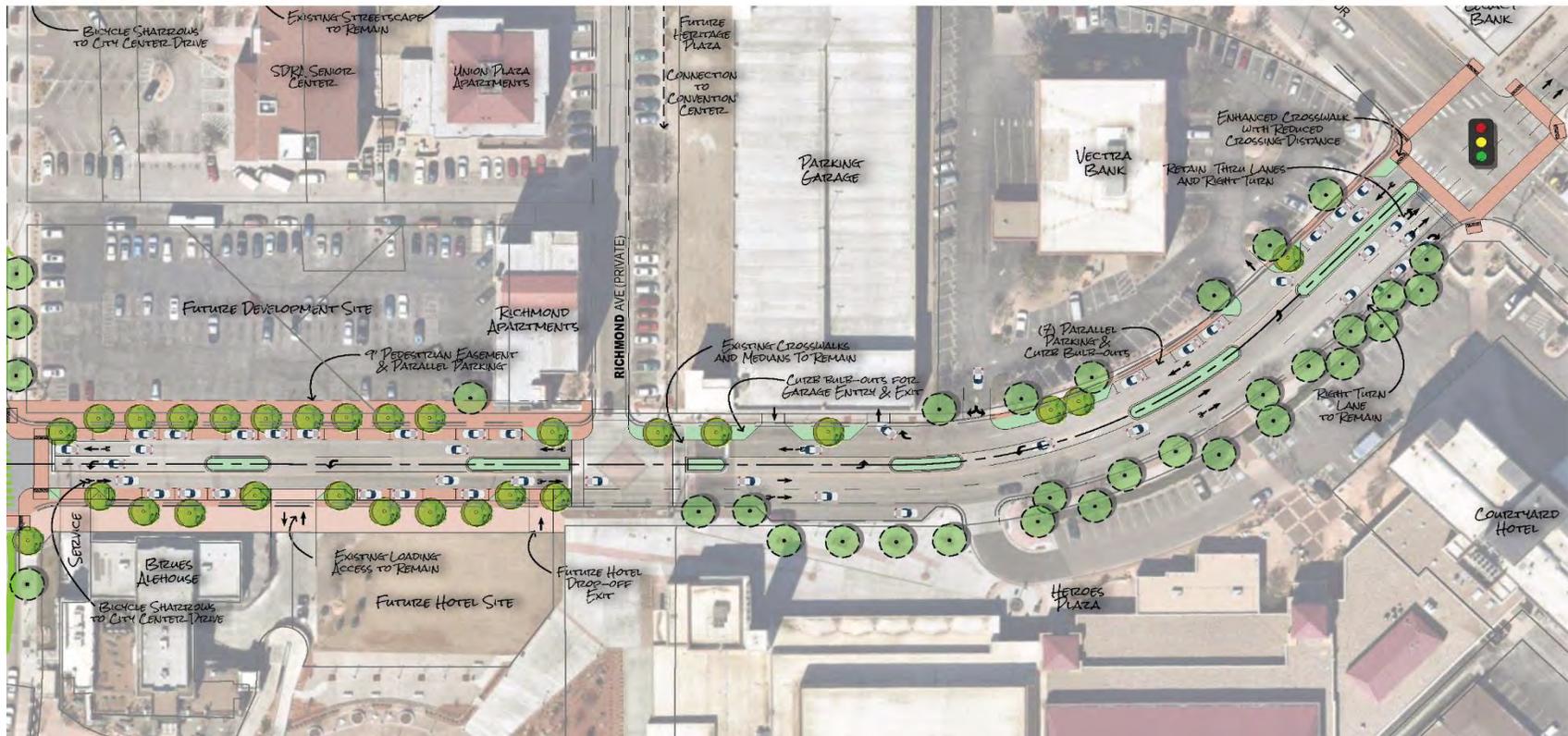


MAIN STREET PARKING GARAGE TO ALAN HAMEL



MAIN STREET

ALAN HAMEL TO CITY CENTER



MAIN ST. (FROM C ST. TO D ST.) - EXISTING CONDITION



MAIN ST. (FROM C ST. TO D ST.) – FULL BUILDOUT



POTENTIAL SUB-PROJECTS FOR MAIN STREET

As stated previously, the overall cost associated with the full buildout of the Master Plan may be daunting. Therefore, several potential sub-projects have been identified to help advance the build-out of the Master Plan for Main Street over time. The primary set of sub-projects align with the County 1-A funding requirements and range from crosswalks and landscaping to curblin reconstruction. A list of other potential projects was also identified for supplemental funding sources, as they expand beyond the scope of the County 1-A funds but were determined to bring value to the overall Master Plan for Main Street. Any and all sub-projects can be implemented as appropriate funds become available.

The list below provides a general overview of potential sub-projects for Main Street, with more detail including preliminary costs, found in Chapter 4: Implementation and Appendix 3.

Main Street Potential Sub-Projects	Location
Riverwalk (AT&T) Crosswalk	
Crosswalk improvements	Riverwalk crossing / AT&T parking lot
Signal modification	Riverwalk crossing / AT&T parking lot
Patterned concrete crosswalk (optional)	Riverwalk crossing / AT&T parking lot
Corridor Improvements from Richmond to City Center	
Parking (on-street striping)	Richmond to City Center
Adjust lanes at City Center	City Center
Bulb outs at intersections	Richmond to City Center
Landscape medians	Richmond to City Center (as noted on Plan)
Other Potential Projects	
Corridor Improvements from C Street to Richmond	
Bulb-outs	C Street to Richmond
Alan Hamel crosswalk	Alan Hamel
Stripe directional bicycle lanes	Arkansas River Trail to Alan Hamel
Stripe roadway to two lanes with a center turn lane	C Street to City Center

UNION AVE PROPOSED PROJECTS	Location	Cost Estimate - Infrastructure	Infrastructure Notes	Cost Estimate - Streetscape	Streetscape Notes
Master Plan	Full Build-Out on Union Avenue	\$3,406,000.00		\$1,524,765.00	\$4,903,985.00
Priority Sub-Projects					
Master Plan Improvements from B Street to Grand Ave		\$3,134,000.00		\$1,524,765.00	
Four way stops at intersections	C Street and D Street	\$17,000.00	*Sign installation, removal of 4 signal poles.		No Landscaping.
Bulb outs at intersections	B Street, D Street, C Street	\$315,000.00	*12 Bulb-outs. ~\$27,000.00 each.	\$94,400.00	(22) Street Trees with Imported Soil, 3,065 Square Feet of Shrub Planting, Irrigation.
Reconstruct Curb-Line	B Street to Grand Avenue	\$720,000.00	12' Sidewalk widening Approx 1900 LF.	\$360,965.00	Decorative Finish Concrete Sidewalk with 7" Clay Brick Amenity Zone.
Repaving	B Street to Grande Avenue	\$1,100,000.00	Repaving to account for extended sidewalks. Assumed 8" HMA over 6" Base Course.		No Landscaping
Drainage Improvements	B Street to Grande Avenue	\$500,000.00	Removal and replacement of 13 inlets, and storm sewer pipe to account for new flowline locations associated with sidewalk widening.		No Landscaping
Stripe roadway to two lanes with sharrows	B Street to Grand Avenue	\$27,000.00	*Striping, and striping removals.		No Landscaping
Mid-Block Streetscape elements	B Street to Grand Avenue	\$60,000.00	400 LF of Landscaping Bulb-Outs, and associated driveway cuts.	\$1,069,400.00	(74) Street Trees in Raised Planters, Imported Soil, Shrub Planting, Irrigation, Site Furniture (Bike Racks, Trash Bins, Benches), Refurbishment and Re-setting of Existing Pedestrian Lights
Mid-block crossings (2)	Riverwalk	\$145,000.00	Includes colored patterned concrete pavement.		No Landscaping
Gateways	One at B Street and one at Grand Avenue	\$250,000.00	Per cost estimate from the City - for 2 gateway features		Included in Gateway Cost
			TOTAL for Priority Sub-Project Bstreet to Grand Ave	\$4,658,765.00	
Master Plan Improvements from Abriendo to B Street		\$205,000.00	1700' Restriping, 6 ramps, 2 bulbouts, Relocation of concrete barrier along bridge.		No Landscaping
			TOTAL for Priority Sub-Project Abriendo to B Street	\$205,000.00	
Master Plan Improvements from Grand Ave to City Center		\$67,000.00	750' restriping, 2 bulbouts		No Landscaping
			TOTAL for Priority Sub-Project Grand Ave to City Center	\$67,000.00	
Master Plan			TOTAL for Master Plan Projects along the entire Union Ave corridor		\$4,930,765.00
Additional Projects Beyond the Scope of the County 1A Funds					
Pedestrian improvements - pork chop crosswalk	Southside of City Center/Union Intersection	\$125,000.00			No Landscaping
Add diagonal parking on C & D Street	C Street and D Street between Union & Main	\$193,000.00	C Street: \$113,000.00 (130 LF, 13' Widening, 4' gutter pans to maintain existing flowlines, 2 Bulb-outs) / D Street: \$80,000.00 (130 LF, 5' Widening, 4' gutter pan to maintain existing flowline, 2 Bulb-outs)	\$180,400.00	Per Block Estimate, (8) Street Trees in 300 Square Foot Shrub Planters, Imported Soil, Irrigation, and Pedestrian Lighting at 60' On Center Spacing
Encourage use of alleys (minor improvements, restripe public lots, signage for parking)	B Street to Riverwalk	\$20,000.00	Restriping and signage		No Landscaping

* Infrastructure costs do not include landscaping, lighting, signal improvements, utility relocations/adjustments, design costs. All costs include a contingency.

MAIN ST PROPOSED PROJECTS	Location	Cost Estimate - Infrastructure	Infrastructure Notes	Cost Estimate - Streetscape	Streetscape Notes
Master Plan	Full Build-Out on Main Street	\$1,335,000.00		\$458,485.00	\$1,793,485.00
Priority Sub-Projects					
Riverwalk (AT&T) crosswalk		\$323,000.00		\$31,290.00	
Crosswalk Improvements	Riverwalk crossing /AT&T parking lot	\$156,000.00	*4 Bulb outs on each side, restripe 2 cross walk, signs. 175 LF Median installation	\$31,290.00	(4) Street Trees in 1333 Square Feet of Shrub Planting with Imported Soil, Irrigation
Signal modification	Riverwalk crossing /AT&T parking lot	\$95,000.00	*Replace current signal with Rapid Flashing Beacon signal for crosswalk (confirm cost)		No Landscaping
Patterned Concrete Crosswalk	Riverwalk crossing /AT&T parking lot	\$72,000.00	*Asphalt removal and patterned concrete only.		No Landscaping
				TOTAL for Priority Sub-Project Riverwalk (AT&T Crosswalk)	\$354,290.00
Corridor Improvements from Richmond to City Center		\$312,000.00		\$100,135.00	
Parking (on-street striping)	Richmond to City Center	\$11,000.00			No Landscaping
Adjust lanes at City Center	City Center	\$20,000.00	*Restriping, signal head removal/modification		No Landscaping
Bulb outs at intersections	Richmond to City Center	\$157,000.00	*6 Bulb-outs	\$63,030.00	(10) Street Trees in 2,665 Square Feet of Shrub Planting with Imported Soil, Irrigation
Landscape medians	Richmond to City Center (as noted on layout)	\$124,000.00	*375 LF of median installation	\$37,105.00	1,885 Square Feet of Shrub Planting with Imported Soil, Irrigation
				TOTAL for Priority Sub-Project Richmond To City Center	\$412,135.00
Corridor Improvements from C Street to Richmond		\$630,000.00		\$327,060.00	
Corridor improvements	C Street to Richmond	\$505,000.00	13 Bulb outs, 1900' restriping. Landscape bulb-outs, adjust driveway cuts on north/west side, 110' of Landscaped Median.	\$312,640.00	(20) Street Trees in 3,335 Square Feet of Shrub Planting with Imported Soil, Irrigation, decorative concrete sidewalk expansion and parking lanes (Does not include Alan Hamel Xwalk)
Alan Hamel crosswalk	Alan Hamel	\$98,000.00	*4 Bulb-outs. Does not include potential signal modifications	\$14,420.00	(4) Street Trees in 480 Square Feet of Shrub Planting with Imported Soil, Irrigation
Stripe roadway to two lanes with a center turn lane	C Street to City Center	\$27,000.00	*Striping, and striping removals		No Landscaping
				TOTAL for Priority Sub-Project C Street to Richmond	\$957,060.00
Stripe directional bicycle lanes	C Street to Alan Hamel	\$70,000.00	Restriping		No Landscaping
				TOTAL for Priority Sub-Project Bicycle Lanes	\$70,000.00
Master Plan			TOTAL for Master Plan Projects along the entire Main St corridor		\$1,793,485.00
Additional Projects Beyond the Scope of the County 1A Funds					
Stripe directional bicycle lanes	Arkansas River to C Street	\$50,000.00	Restriping		No Landscaping

*Infrastructure costs do not include landscaping, lighting, signal improvements, full roadway reconstruction, drainage modifications, utility relocations/adjustments, design costs. All costs include contingency.

Final Design and Construction Documents for Union Avenue and Main Street

Bohannon Huston

ID	Task Name	Duration	Start	Finish	January 21	March 11	May 1	June 21	August 11	October 1	November 21	January 11	March 1	April 21								
					1/23	2/13	3/6	3/27	4/17	5/8	5/29	6/19	7/10	7/31	8/21	9/11	10/2	10/23	11/13	12/4	12/25	1/15
1	Project Control	305.78 days	Mon 2/7/22	Thu 6/1/23	[Summary Bar]																	
2	Project Management	305.78 days	Mon 2/7/22	Thu 6/1/23	[Task Bar]																	
3	Notice to proceed	0 days	Mon 2/7/22	Mon 2/7/22	[Milestone]																	
4	Kickoff and Site Review Meeting	0 days	Mon 2/14/22	Mon 2/14/22	[Milestone]																	
5	Project Management Plan/Schedule	5 days	Mon 2/7/22	Mon 2/14/22	[Task Bar]																	
6	Monthly Project Meetings	96.56 days	Wed 3/2/22	Thu 1/5/23	[Task Bar]																	
18	Data Acquisition and Survey	125 days	Mon 2/14/22	Tue 8/30/22	[Summary Bar]																	
19	Engineering Research	10 days	Mon 2/14/22	Tue 3/1/22	[Task Bar]																	
20	ROW Research and Survey Control (BHI Survey)	10 days	Mon 2/14/22	Tue 3/1/22	[Task Bar]																	
21	Design Survey and Mapping (BHI Survey)	25 days	Tue 3/1/22	Fri 4/8/22	[Task Bar]																	
22	ROW Survey	10 days	Tue 3/1/22	Thu 3/17/22	[Task Bar]																	
23	Ownership Map	20 days	Mon 4/11/22	Wed 5/11/22	[Task Bar]																	
24	Utility Location Survey (UCS)	15 days	Tue 3/1/22	Thu 3/24/22	[Task Bar]																	
25	Utility Potholes (if needed)	20 days	Thu 7/28/22	Tue 8/30/22	[Task Bar]																	
26	Geotechnical Investigation/Pavement Design (City)	40 days	Mon 2/14/22	Mon 4/18/22	[Task Bar]																	
27	Final Design (FIR)	70 days	Mon 4/11/22	Thu 7/28/22	[Summary Bar]																	
28	Layout	20 days	Mon 4/11/22	Wed 5/11/22	[Task Bar]																	
29	Preliminary Drainage Analysis/Plan	15 days	Wed 5/11/22	Fri 6/3/22	[Task Bar]																	
30	Preliminary Utility Coordination	20 days	Fri 6/3/22	Tue 7/5/22	[Task Bar]																	
31	Preliminary Signage and Striping Plan	20 days	Wed 5/11/22	Fri 6/10/22	[Task Bar]																	
32	Preliminary Lighting Plan	15 days	Wed 5/11/22	Fri 6/3/22	[Task Bar]																	
33	Preliminary Landscape/Irrigation Plan (MIG)	20 days	Wed 5/11/22	Fri 6/10/22	[Task Bar]																	
34	Preliminary Cost Estimate	5 days	Mon 6/13/22	Mon 6/20/22	[Task Bar]																	
35	Quality Control Review and Address Comments	10 days	Mon 6/20/22	Tue 7/5/22	[Task Bar]																	
36	FIR Submittal/Review Meeting	15 days	Tue 7/5/22	Thu 7/28/22	[Task Bar]																	
37	Public Meeting #1	0 days	Thu 5/26/22	Thu 5/26/22	[Milestone]																	
38	Construction Documents (FOR)	150 days	Thu 7/28/22	Wed 3/22/23	[Summary Bar]																	
39	Final Roadway Design	30 days	Thu 7/28/22	Wed 9/14/22	[Task Bar]																	
40	Final Utility Coordination	15 days	Wed 9/14/22	Fri 10/7/22	[Task Bar]																	
41	Final Drainage Report	15 days	Wed 9/14/22	Fri 10/7/22	[Task Bar]																	
42	Final Lighting Plan	15 days	Wed 9/14/22	Fri 10/7/22	[Task Bar]																	
43	Final Landscape and Irrigation Plan (MIG)	25 days	Wed 9/14/22	Mon 10/24/22	[Task Bar]																	
44	Traffic Control Plans	10 days	Wed 9/14/22	Thu 9/29/22	[Task Bar]																	
45	Final Signage and Striping Plan	15 days	Wed 9/14/22	Fri 10/7/22	[Task Bar]																	
46	Final Cost Estimate	5 days	Fri 10/7/22	Fri 10/14/22	[Task Bar]																	
47	Technical Specifications	10 days	Mon 10/17/22	Tue 11/1/22	[Task Bar]																	
48	Quality Control Review and Address Comments	10 days	Tue 11/1/22	Wed 11/16/22	[Task Bar]																	
49	FOR Submittal/Review Meeting	20 days	Wed 11/16/22	Fri 12/16/22	[Task Bar]																	
50	Public Meeting #2	0 days	Thu 9/29/22	Thu 9/29/22	[Milestone]																	
51	PS&E/Final Plans/Bid Documents	20 days	Mon 12/19/22	Wed 1/18/23	[Task Bar]																	
52	Authorization to Bid	30 days	Thu 2/2/23	Wed 3/22/23	[Task Bar]																	
53	Permitting	170 days	Wed 5/11/22	Thu 2/2/23	[Summary Bar]																	
54	Environmental	170 days	Wed 5/11/22	Thu 2/2/23	[Task Bar]																	
55	Field	45 days	Wed 5/11/22	Thu 7/21/22	[Task Bar]																	
56	Clearance	80 days	Thu 7/28/22	Thu 12/1/22	[Task Bar]																	
57	Permitting	40 days	Thu 12/1/22	Thu 2/2/23	[Task Bar]																	
58	ROW/Review	30 days	Wed 9/14/22	Tue 11/1/22	[Task Bar]																	
59	Bidding	30 days	Wed 3/22/23	Tue 5/9/23	[Task Bar]																	
60	Construction	200 days	Tue 5/9/23	Tue 3/19/24	[Task Bar]																	

Project: Union-Main_Final Design Sche
Date: Fri 1/7/22

Task: [Blue Bar] Project Summary, [Grey Bar] Inactive Milestone, [Diamond] Manual Summary Rollup, [Blue Bar] Progress, [Green Bar] Deadline

Split: [Dotted Bar] External Tasks, [Grey Bar] Inactive Summary, [Diamond] Manual Summary, [Green Bar] Start-only, [Blue Bar] Finish-only

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Fee:

The table below contains the estimated fees to provide these services:

The lump sum fees are the following:

Final Design:

Task 1: Data Acquisition and Survey	\$139,408.75
Task 2: Final Design	\$204,544.00

Construction Documents and Bidding:

Task 1: Construction Documents	\$271,938.00
Task 2: Bidding Assistance (T&M)	\$ 15,000.00

Construction:

Task 1: Post Construction Award Services (PCAS): (T&M)	\$ 50,000.00
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Total	\$680,890.75
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**Time and Materials (T&M) phases will be billed at hourly rates per attached fee schedule

Schedule:

Project schedule is included in the following pages

EXCLUSIONS

1. Title Work, vesting documents, Right-of-way appraisal, negotiations and acquisition.
2. Geotechnical engineering or pavement design – to be provided City.
3. Environmental investigation or documentation are not included in this scope of work – to be completed by the City or CDOT or provided as an additional service if determined to be needed.
4. Construction Phasing, Jointing and Traffic Control Plans.
5. Structural Design - City/Black Hills standard details will be used for lighting foundation design, etc.
6. Photometrics or Electrical Engineering. City of Pueblo and Black Hills Energy Standard Fixtures, Details, and Engineering will be referenced.
7. Illustrative Drawings/additional renderings beyond those provide in the master plan are excluded but can be included for an additional fee.
8. Design of wayfinding elements, bus shelters, and graphic design.
9. Coordination of unknown field conditions to be encountered during construction in a Downtown setting (e.g. basements, historical findings, and unknown utility findings during excavation) will be included in PCAS services. Additional design that be required

will be scoped with the City first or billed at hourly rates as an Additional Service.

10. Utility design – conflict identification only.
11. Easement preparation or acquisition.
12. Permitting or associated fees.
13. Providing any services requiring the preparation of multiple construction plan sets for multiple phases of development is not included.
14. Full time construction management or observation.
15. Performing construction staking, or materials testing is not included.

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	\$105	\$123	\$143	\$163	\$183	\$220	\$245
SURVEYOR	\$105	\$123	\$143	\$163	\$183	\$220	\$245
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	\$105	\$123	\$143	\$163	\$183	\$220	\$245
PLANNER Community, Transportation	\$95	\$105	\$120	\$135	\$155	\$190	\$235
GIS PROFESSIONAL Geographic Information Systems	\$90	\$100	\$115	\$130	\$150	\$180	\$210
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	\$72	\$77	\$82	\$92	\$107	\$120	\$135
CONSTRUCTION OBSERVER	\$73	\$78	\$83	\$93	\$108	\$123	\$163
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	\$55	\$65	\$75	\$80	\$95	\$115	\$135
PROJECT ADMINISTRATOR	\$85	\$100	\$120	\$140	\$160	\$180	\$210
ADMINISTRATIVE ASSISTANT Clerical Support	\$55	\$65	\$75	\$85	\$95	\$105	\$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding - As invoiced at cost of labor and materials.

Courier / Delivery Service - As invoiced by provider.

Mileage - As published for the IRS Standard Mileage Rate.

Per Diem/Travel - Field personnel in accordance with the latest GSA Schedule based on location of service.

Office/Professional staff travel costs, meals and lodging will be billed at cost.

Survey Equipment Charge - \$25.00/Hour.

Survey Material Charge - \$2.60/Hour.

Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

Other Direct Project Expenses - At Cost.

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

UAV Usage Charge - Rates shall be negotiated based on the requirements of the contract.

ADDITIONAL INFORMATION FOR AMENDMENT

Certificate of Good Standing

Proof of Insurance

Summary

Details			
Name	BOHANNAN-HUSTON,INC.		
Status	Good Standing	Formation date	01/24/2005
ID number	20051036417	Form	Foreign Corporation
Periodic report month	January	Jurisdiction	New Mexico
Principal office street address	7500 Jefferson St., NE, Albuquerque, NM 87109-4335, United States		
Principal office mailing address	7500 Jefferson Street NE, Albuquerque, NM 87109, United States		

Registered Agent	
Name	Bohannan Huston, Inc.
Street address	9785 Maroon Circle, Ste 140, Englewood, CO 80112, United States
Mailing address	7500 Jefferson Street NE, ALBUQUERQUE, CO 87109, United States

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,
BOHANNAN-HUSTON,INC.

is an entity formed or registered under the law of New Mexico , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20051036417 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 06/10/2022 that have been posted, and by documents delivered to this office
electronically through 06/13/2022 @ 16:03:42 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 06/13/2022 @ 16:03:42 in accordance with applicable law.
This certificate is assigned Confirmation Number 14090917 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Tammie Jojola PHONE (A/C, No, Ext): (505) 262-9457 FAX (A/C, No): E-MAIL ADDRESS: Tammie.Jojola@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED Bohannan Huston, Inc. 7500 Jefferson St. NE Albuquerque, NM 87109-4335	INSURER A : Hartford Casualty Insurance Company 29424
	INSURER B : Hartford Ins Co of the Midwest 37478
	INSURER C : New Mexico Mutual Casualty Company 40627
	INSURER D : WCF National Insurance Company 40517
	INSURER E : Continental Casualty Company 20443
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$0	X	X	34UUOL5067	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	34UENOL5066	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34XHUOL5068	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	70912	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	CO Work Comp			3483893	8/1/2021	8/1/2022	Per Statute 1,000,000
E	Prof/Poll Liability			AEH288359977	8/1/2021	8/1/2022	\$4M Agg/100,000 ded 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project 19-062 Master Plan Design for Union Avenue and Main Street.
"The City of Pueblo, its agents, officers and employees are designated as additional insured."

CERTIFICATE HOLDER City of Pueblo, a Municipal Corporation 230 South Mechanic Street Pueblo, CO 81003	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES - ADDITIONAL INSUREDS - AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 6.f. of Section II, Who Is An Insured is replaced by the following:

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

f. Owners, Lessees Or Contractors - When Required In A Construction Agreement With You

Any owner, lessee or contractor when you and such person or organization have agreed in a construction contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligence, acts or omissions or the negligence acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured; or
- (2) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

B. The following is added to Paragraph 6. of Section II, Who Is An Insured:

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

g. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through f. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations; or
- (2) In connection with your premises owned by or rented to you.

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work".

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



Insurer with information on the time, place and nature of the claim;

- 3. Immediately forward to the Insurer all documents that the Insured receives in connection with the claim;
4. Fully cooperate with the Insurer or the Insurer's designee in the defense of a claim, including but not limited to assisting the Insurer in: the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to the Insured.
5. Refuse, except solely at the Insured's own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense, without the Insurer's prior written approval; and
6. Pay the Deductible amount when due.

After the Insured reports a circumstance or a claim is made and the Insured has the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, the Insured shall only do so with the Insurer's prior written consent.

C. The Insured's Rights and Duties in the Event of a Circumstance

If the Insured reports a circumstance for which there may be coverage under this Policy, and the Insured gives the Insurer written notice containing as much detail as the Insurer can reasonably provide regarding:

- 1. What happened and the professional services or activities the Insured performed;
2. The nature of any possible injury or damages; and
3. How and when the Insured first became aware of such circumstance;

then any claim or related claims that subsequently may be made against the Insured arising out of such circumstance shall be deemed to have been made on the date the Insurer received written notice of the circumstance.

The Insured will cooperate with the Insurer in addressing the circumstance, and refuse, except solely at the Insured's own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without the Insurer's prior written approval.

D. Subrogation

If any Insured has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of the Insurer's payment. The Insured must do everything necessary to secure these rights and must do nothing after a claim is made to jeopardize them. The Insurer hereby waives subrogation rights against the Insured's client to the extent that the Insured had a written agreement to waive such rights prior to a claim or circumstance.

E. Premium

All premium charges under this Policy will be computed according to the rules, rates and rating plans that apply at the effective date of the current policy term.

F. Examination and Audit

The Insured agrees to allow the Insurer to examine and audit the Insured's financial books and records that relate to this insurance. The Insurer may do this at any time during the policy term or any extensions, and up to three years after the end of the policy term.

G. Legal Action Limitation

- 1. The Insured agrees not to bring any legal action against the Insurer concerning this Policy unless the Insured has fully complied with all the provisions of this Policy.

Form No: CNA79034XX (09-2014) Policy No: AEH288359077
Policy Page 12 of 16
Underwriting Company: Continental Casualty Company
333 S. Wabash Ave., Chicago IL 60604
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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
(2) Subsequent to the execution of such written contract, and
(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "Insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is a partnership or joint venture,
(b) That is an "insured" under any other policy,
(c) That has exhausted its Limit of Insurance under any other policy, or
(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - OF SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - OF SECTION II - LIABILITY Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and
(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - OF SECTION II - LIABILITY Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - OF SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and If Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of your households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - OF SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added: The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4. - EXCLUSIONS - OF SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above, or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

New Mexico Assurance Company
Workers' Compensation and Employers' Liability Policy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER

PER CONTRACT(S) ON FILE WITH EMPLOYER

WORK LOCATION(S):
NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 70912.105 issued to BOHANNAN HUSTON, INC shall be valid and shall form part of said policy.

Endorsement No:

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____