

## INTERGOVERNMENTAL AGREEMENT

(Pueblo Downtown Multi-Modal Safety Improvements Project)

THIS AGREEMENT is entered and is effective this \_\_\_ day of June, 2022 (“Effective Date”) between Pueblo County, a political subdivision of the State of Colorado, (“County”) and the City of Pueblo, a Colorado municipal corporation and a home-rule municipality (“City”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, on November 8, 2016 Pueblo County ("County") voters passed Ballot Question 1A, which allows the County to collect, retain and spend all revenue from all sources notwithstanding the limitations of Article X, Section 20 of the Colorado Constitution ("TABOR") or other law and to utilize revenues from expiring Tax Incentive Agreements. ("TIA") to fund all or any portion of an initial list of 20 specific community improvement projects, and a list of projects as modified or supplemented from time to time, now formally known as the Capital Improvement Program ("CIP"); and

WHEREAS, Pueblo County caused the issuance of the Certificates of Participation, Series 2019 (the “Certificates”), the proceeds of which together with available TIA revenues are being utilized to support funding of approximately 15 specific community improvement Projects in the CIP, including: **1)** the Union Avenue Pedestrian, Parking and Streetscape Project which consists of a research and planning study to identify specific improvements that support pedestrian activity, parking and enhances streetscaping for the section of Union Avenue which runs parallel to Main St. from Southwest of the Arkansas River and running Northeast to City Center Drive, a design phase, and thereafter the construction of specific improvements identified in the planning study and the design; and **2)** the Main Street Pedestrian, Parking and Streetscape Project which consists of a research and planning study to identify specific improvements that support pedestrian activity, parking and enhance streetscaping for the section of Main Street between D Street and City Center Drive, and possibly extending further north as the project budget allows, a design phase, and thereafter the construction of specific improvements identified in the planning study and the design; and

WHEREAS, this Board entered into an Intergovernmental Agreement dated October 17, 2019, with the City of Pueblo for the Union Avenue Pedestrian, Parking and Streetscape Improvements Project with the total fee estimated for the planning and design phase project is \$100,000; the estimated cost of the construction improvements for the Project is \$900,000 resulting in a total estimated cost for the entire project of \$1,000,000; and

WHEREAS, this Board entered into an Intergovernmental Agreement dated October 17, 2019, with the City of Pueblo for the Main Street Pedestrian, Parking and Streetscape Improvements Project with the total fee estimated for the planning and design phase project is \$100,000; the estimated cost of the construction improvements for the Project is \$1,900,000 resulting in a total estimated cost for the entire project of \$2,000,000; and,

WHEREAS, Pueblo County provided \$100,000 from the 1A funds for the Planning and Design Phase Project for both City's Union Avenue and Main Street Pedestrian, Parking and Streetscape Projects; and

WHEREAS, both Intergovernmental Agreements for the Planning and Design Phase expired on December 31, 2021, and the City of Pueblo has combined the Union Avenue Pedestrian, Parking and Streetscape Improvements Project and the Main Street Pedestrian, Parking and Streetscape Improvements Project into one (1) project called the Pueblo Downtown Multi-Modal Safety Improvements Project (also " Project"); and

WHEREAS, the City of Pueblo has requested additional funding in the amount of \$680,890.75 to complete the Final Design and Construction Documents for the Pueblo Downtown Multi-Modal Safety Improvements Project; and

WHEREAS, Pueblo County desires to provide \$680,890.75 from the 1A funds for preparation of the Final Design and Construction Documents for the Pueblo Downtown Multi-Modal Safety Improvements Project subject to and in accordance with the provisions of this written Agreement.

NOW THEREFORE, in consideration of the promises, conditions and covenants set forth herein the Parties mutually agree as follows:

**1. SPECIFIC PROVISIONS:**

- 1.1 The County agrees to provide the City a grant award in the amount of \$680,890.75 (the "Grant") for the purpose of preparing the Final Design and Construction Documents for the Pueblo Downtown Multi-Modal Safety Improvements Project, as further described in the attached Scope of Work which is attached hereto and incorporated herein as Exhibit A. County shall pay to the City the Grant within 10 days of the execution of this Agreement. The City is under no obligation to repay the money so granted to it by the County, unless the City fails to apply the proceeds of the Grant to the completion of portions of the Pueblo Downtown Multi-Modal Safety Improvements Project described herein as provided in paragraph 2.1 hereof.
- 1.2 The Parties understand that the County's obligation under this Agreement is only to fund portions of the Pueblo Downtown Multi-Modal Safety Improvements Project described herein and it is the City's obligation to complete the Project. The City shall bear all risk and responsibility related to completing the same.
- 1.3 The City will act as the sole manager of the Pueblo Downtown Multi-Modal Safety Improvements Project on behalf of the Parties. As such, the City will determine the method and manner in which the Project is completed, in accordance with its internal policies and procedures. The City hereby represents and warrants to County that it will commit the human and other resources necessary to undertake

and perform its obligations under this Agreement. The City further acknowledges and intends that County rely upon this representation and warranty.

1.3 The City shall provide written quarterly updates to the County regarding the progress of the Pueblo Downtown Multi-Modal Safety Improvements Project. The reports shall include, but not be limited to, agreements between the City and vendors to perform services related to the Project, invoices for services, amounts paid by the City for services rendered related to the Project, narrative regarding the progress of the Project. The City will publicly promote the Project and periodically inform the public about the Project. County, at its expense, shall be allowed to post a sign(s) at the project site indicating that the improvements are funded by County Ballot Question 1A Funds.

1.4. Title to all work product related to the Project shall vest in the City.

**2. CONDITIONS:**

2.1 As a condition of receiving the Grant from the County, the City agrees that Grant proceeds it receives will be spent in accordance with the purposes set forth in this Agreement. In the event that the City breaches this Agreement, the County reserves the right to pursue all remedies which are or may be available to the County for the City's breach of any covenant, term, or condition of this Agreement. All rights and remedies under this Agreement shall be cumulative and shall be in addition to those rights which the Parties may have under applicable law, statute, regulation or otherwise.

**3. TERM AND TERMINATION:**

3.1 The term of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, it will terminate on April 30, 2023.

**4. CITY CONTRIBUTIONS:**

4.1 City agrees that the funds committed by County pursuant to this Agreement are intended by County to be in addition to, and not in substitution or replacement of, any monies previously committed by the City or any other entity to the Project.

**5. OTHER:**

5.1 The City shall bear all risk and responsibility related to compliance with Article X, Section 20 of the Colorado Constitution ("TABOR") or other law which is applicable to the transactions described in this Agreement.

5.2 This Agreement constitutes the entire Agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and understandings between them. This Agreement shall be construed and enforced according to the laws of the State of Colorado. No alterations, amendments,

changes or modifications to this Agreement shall be valid unless they are contained in writing and executed by all Parties.

- 5.3 This Agreement shall be binding and inure to the benefit of the Parties to it and their respective legal representatives, successors and assigns. Any delegation or assignment of this Agreement by either Party without the prior written consent of the other Party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.
- 5.4 Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information or by Certified Mail to the other party at the following addresses:

Pueblo County Department of Budget and Finance  
Pueblo County Courthouse  
215 West 10<sup>th</sup> Street  
Pueblo, CO 81003

With a copy to:  
Pueblo County Attorney's Office  
Pueblo County Courthouse  
215 West 10<sup>th</sup> Street, Room 312  
Pueblo, CO 81003

And

Mayor's Office  
#1 City Hall Place, 2<sup>nd</sup> Floor  
Pueblo, CO 81003

With a copy to:  
Director of Planning and Development  
211 East D Street  
Pueblo, CO 81003

With an additional copy to:  
City Attorney's Office  
#1 City Hall Place, 3<sup>rd</sup> Floor  
Pueblo, CO 81003

- 5.5 GOOD FAITH: The Parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

- 5.6 STATUS OF PARTIES: The Parties will perform their duties under this Agreement independent from each other. Neither Party, nor any employee, officer or agent thereof, will be considered to be an agent or employee of the other Party for any purpose whatsoever.
- 5.7 NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity.
- 5.8 LEGAL AUTHORITY: The Parties assure that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement do hereby warrant that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind their principals to all the terms, performances and provisions herein set forth.
- 5.9 SURVIVAL OF CERTAIN CONTRACT TERMS: Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement which may require continued performance or compliance beyond the termination date of this Agreement and shall survive such termination date and shall be enforceable by the Parties.
- 5.10 LIABILITY AND INSURANCE: As between the City and County, City (as the owner of the Project work product) agrees to assume the risk of personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the use of the project elements funded by County 1A dollars or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* City shall provide and maintain Workers' Compensation insurance coverage or self-insurance on its employees complying with the requirements of State law.

**[This space is intentionally left blank.]**

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

COUNTY OF PUEBLO

By:

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Chair, Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

CITY OF PUEBLO

By: \_\_\_\_\_  
City Clerk-  
Brenda Armijo

By: \_\_\_\_\_  
Mayor  
Nicholas A. Gradisar

Date: \_\_\_\_\_

[ S E A L ]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney  
Cynthia Mitchell

By: \_\_\_\_\_  
City Attorney-  
Daniel C. Kogovsek

EXHIBIT A – SCOPE OF WORK

January 7, 2022

Kelly Grisham  
City of Pueblo Public Works  
Senior Planner  
211 East D Street  
Pueblo CO 81003

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

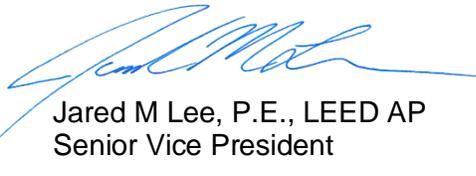
Dear Ms. Grisham,

Per your request, Bohannon Huston, Inc. (BHI) has prepared the following scope and fee for the referenced project. The project includes Final Design and Construction Documents based on recommendations from the Master Plan Design for Union Avenue and Main Street planning efforts. Design will include streetscape improvements 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. This scope of work will consist of survey and mapping, final design plans and construction documents, and bidding and construction management support. The attached Scope of Work defines the work, deliverables, schedule, and fees for each of the tasks described in detail below.

We look forward to working with you on this project and ask that if you have any questions on scope, level of effort, or schedule to please call us to discuss. We want to ensure that your expectations are met in the most efficient and effective way possible.

Thank you again for the opportunity to submit these materials. Should you have any questions, please do not hesitate to contact us.

Sincerely,



Jared M Lee, P.E., LEED AP  
Senior Vice President

ACCEPTED

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

cc: Denise Aten, BHI

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**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.

**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**

\*\*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.

Final Design and Construction Documents for Union Avenue and Main Street

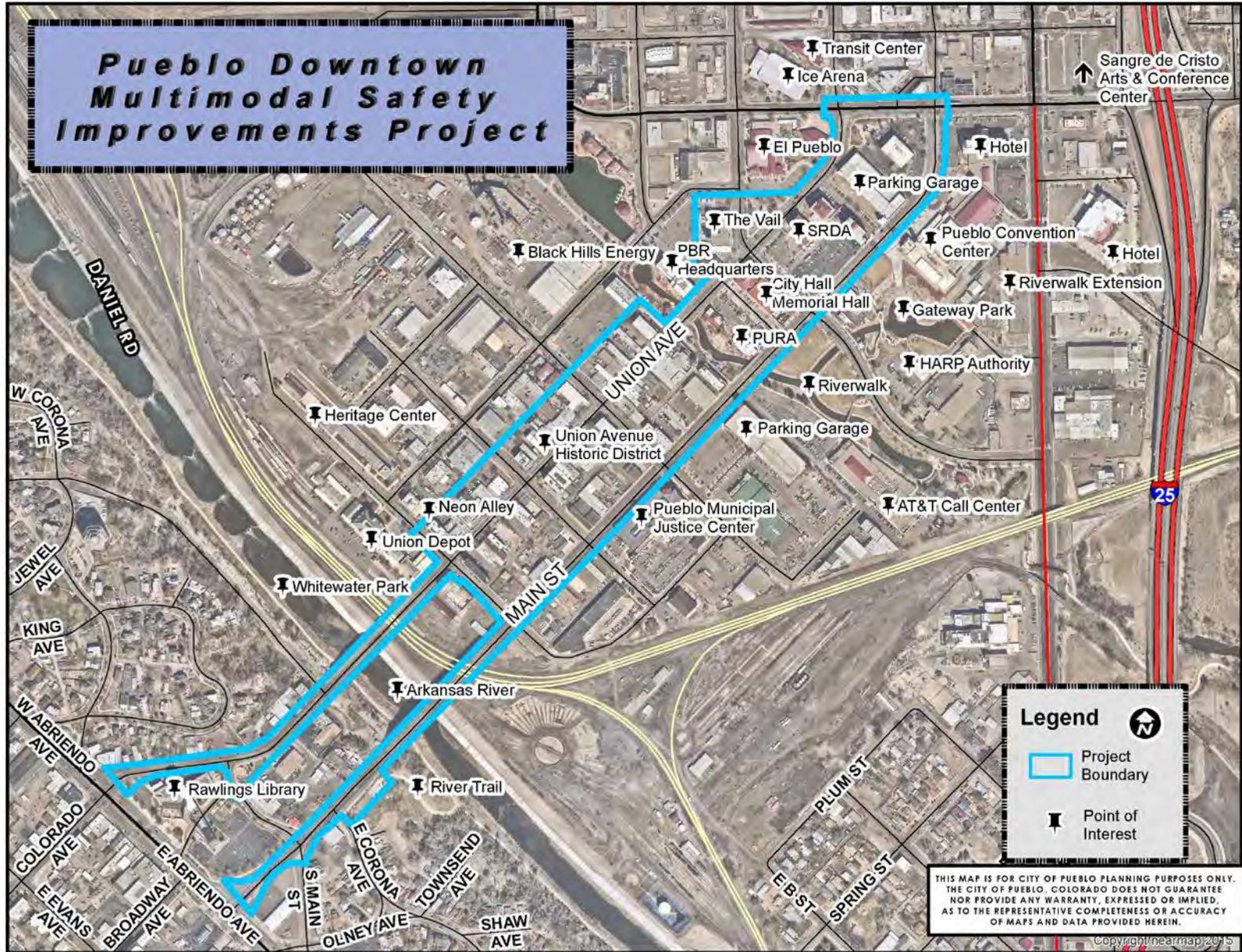
Bohannon Huston

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	<b>Project Control</b>	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	[Summary 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	<b>Data Acquisition and Survey</b>	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	<b>Final Design (FIR)</b>	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	<b>Construction Documents (FOR)</b>	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	<b>Permitting</b>	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	<b>Bidding</b>	30 days	Wed 3/22/23	Tue 5/9/23	[Task Bar]																	
60	<b>Construction</b>	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]
Split	[Dotted Bar]	External Tasks	[Grey Bar]	Inactive Summary	[Diamond]	Manual Summary	[Blue Bar]	Deadline	[Green Bar]
Start-only	[Blue Bar]	Start-only	[Blue Bar]	Start-only	[Blue Bar]	Start-only	[Blue Bar]	Start-only	[Blue Bar]
Finish-only	[Blue Bar]	Finish-only	[Blue Bar]	Finish-only	[Blue Bar]	Finish-only	[Blue Bar]	Finish-only	[Blue Bar]

# ATTACHMENT A - PROJECT MAP





# **UNION AVE.**

## **ABRIENDO AVE. TO B STREET**

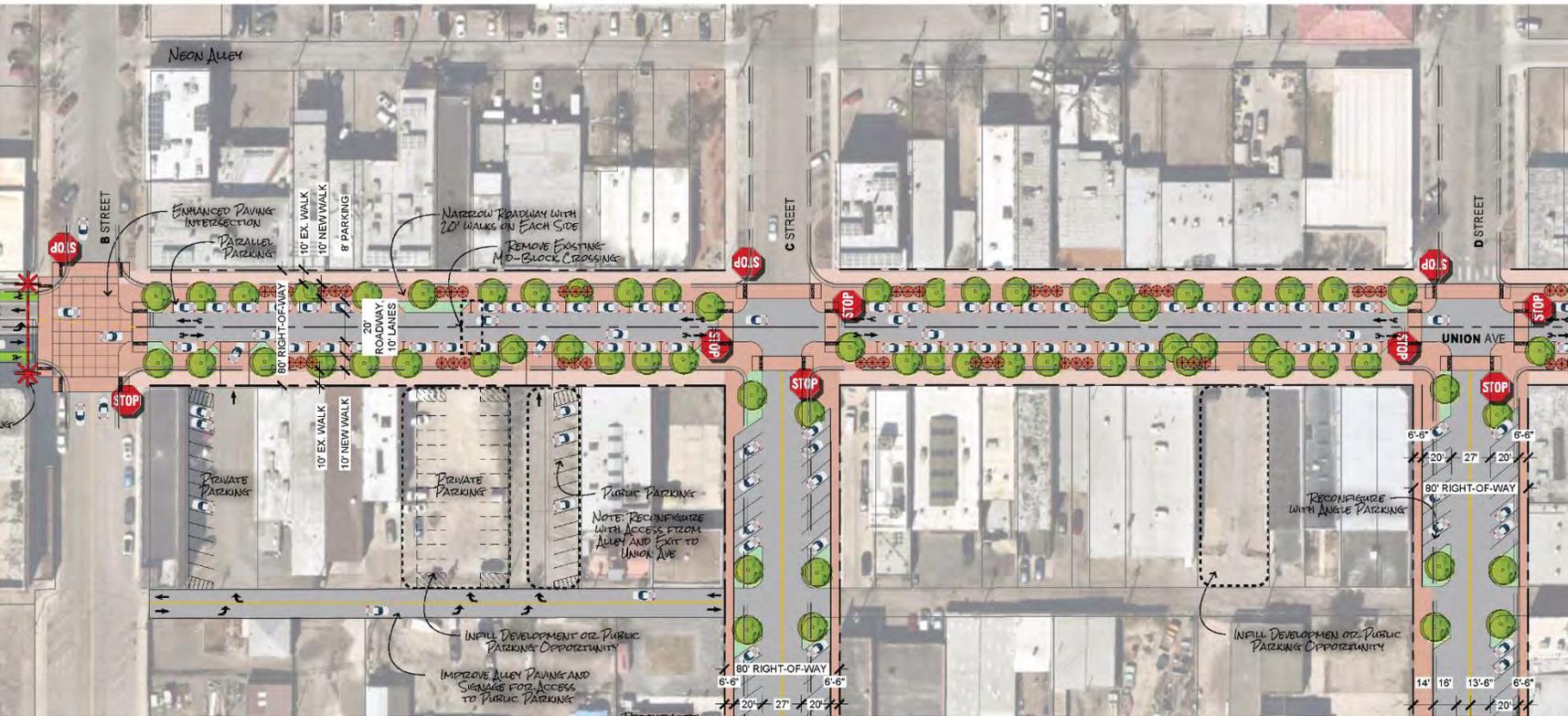


LEGEND - Union Section A





# UNION AVE. B STREET TO D STREET

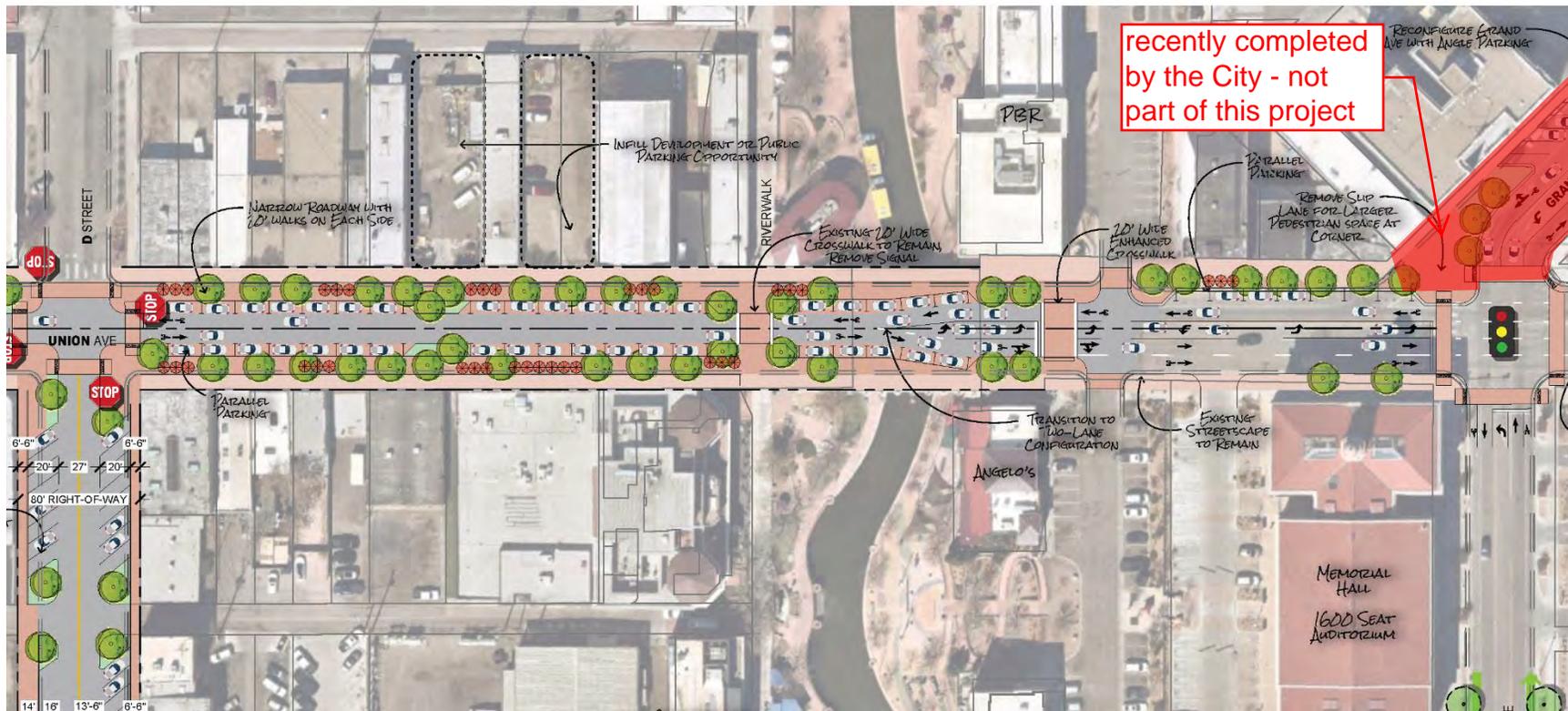




# UNION AVE. D STREET TO GRAND AVE.

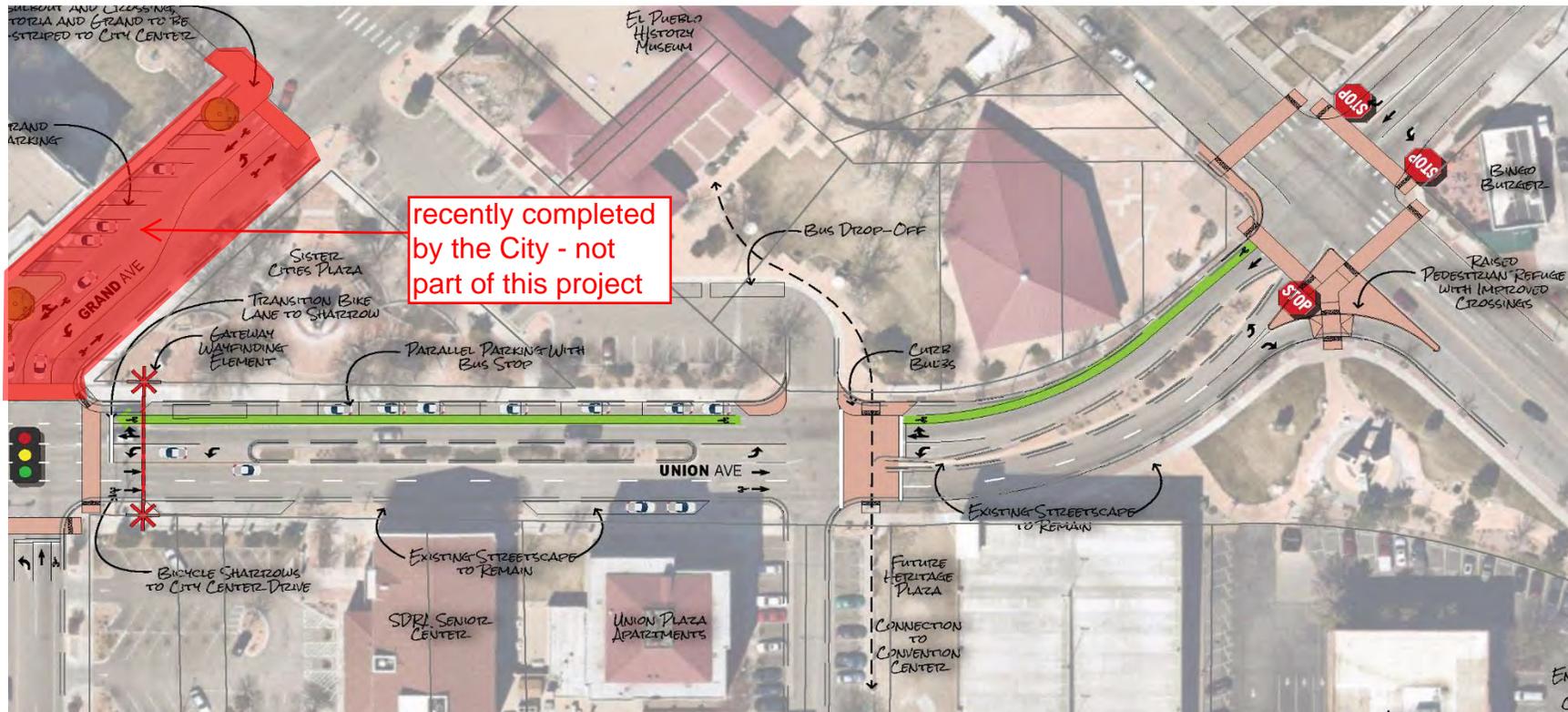


LEGEND - Union Section C

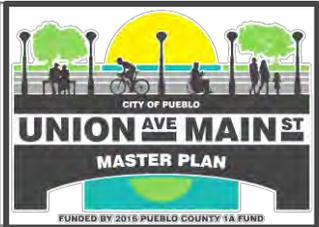




# UNION AVE. GRAND AVE. TO CITY CENTER







**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
<b>Master Plan Improvements from B Street to Grand Avenue</b>	
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
<b>Master Plan Improvements from Abriendo Avenue to B Street</b>	
Striping of Bicycle Lanes	Abriendo to B Steet
<b>Master Plan Improvements from Grand Avenue to City Center Drive</b>	
Pedestrian improvements - pork chop crosswalk	Southside of City Center/Union Intersection
<b>Other Potential Projects</b>	
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



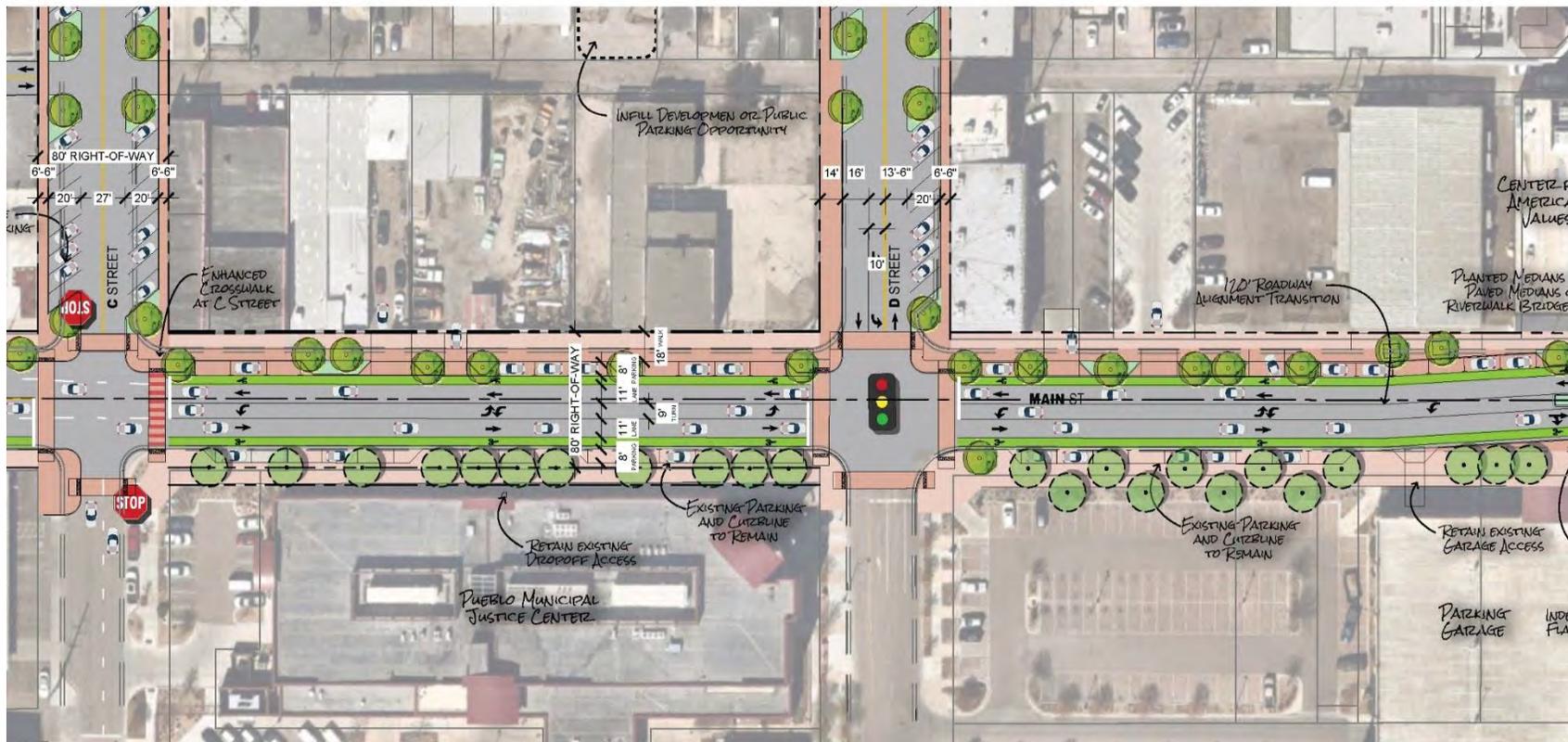
# MAIN STREET

## ARKANSAS TRAIL TO C STREET



# MAIN STREET

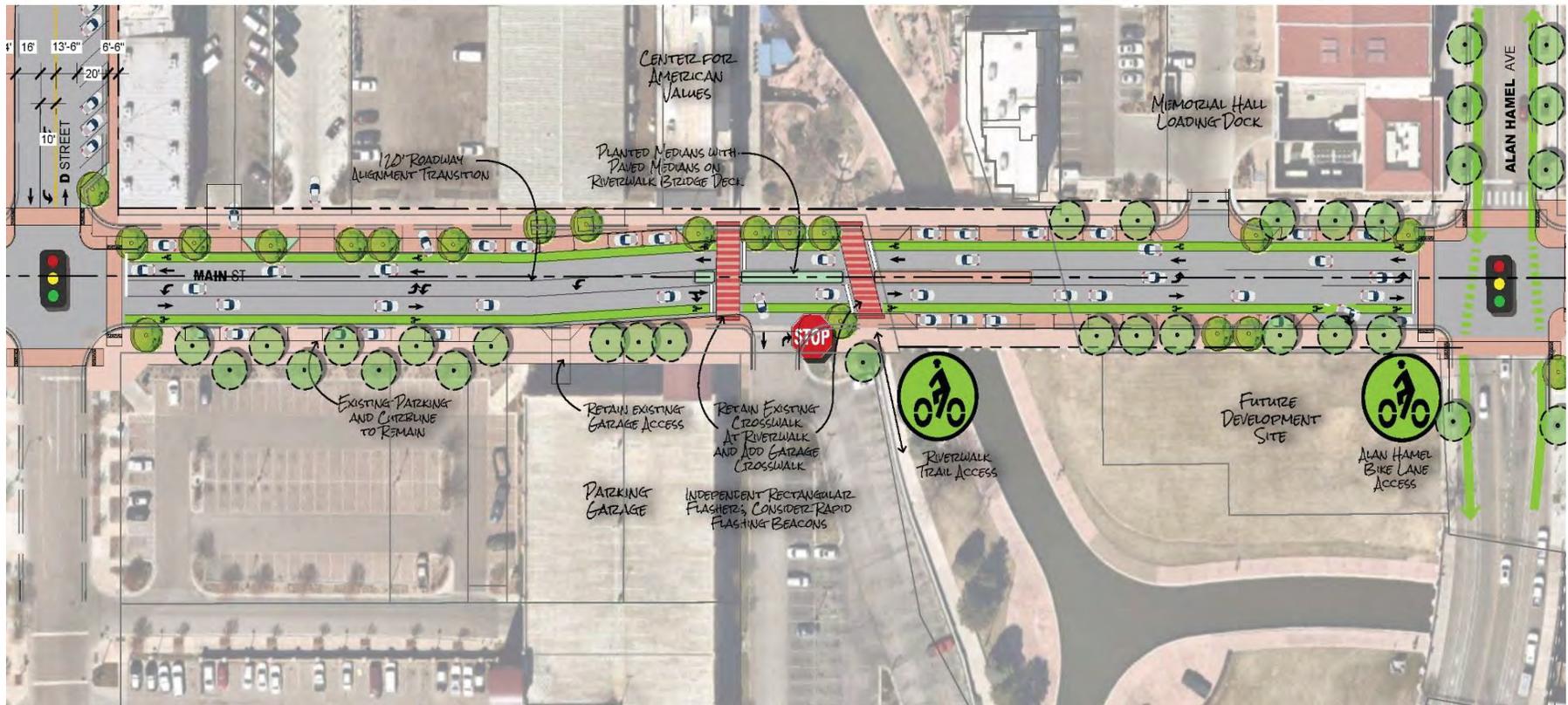
## C STREET TO PARKING GARAGE





# MAIN STREET

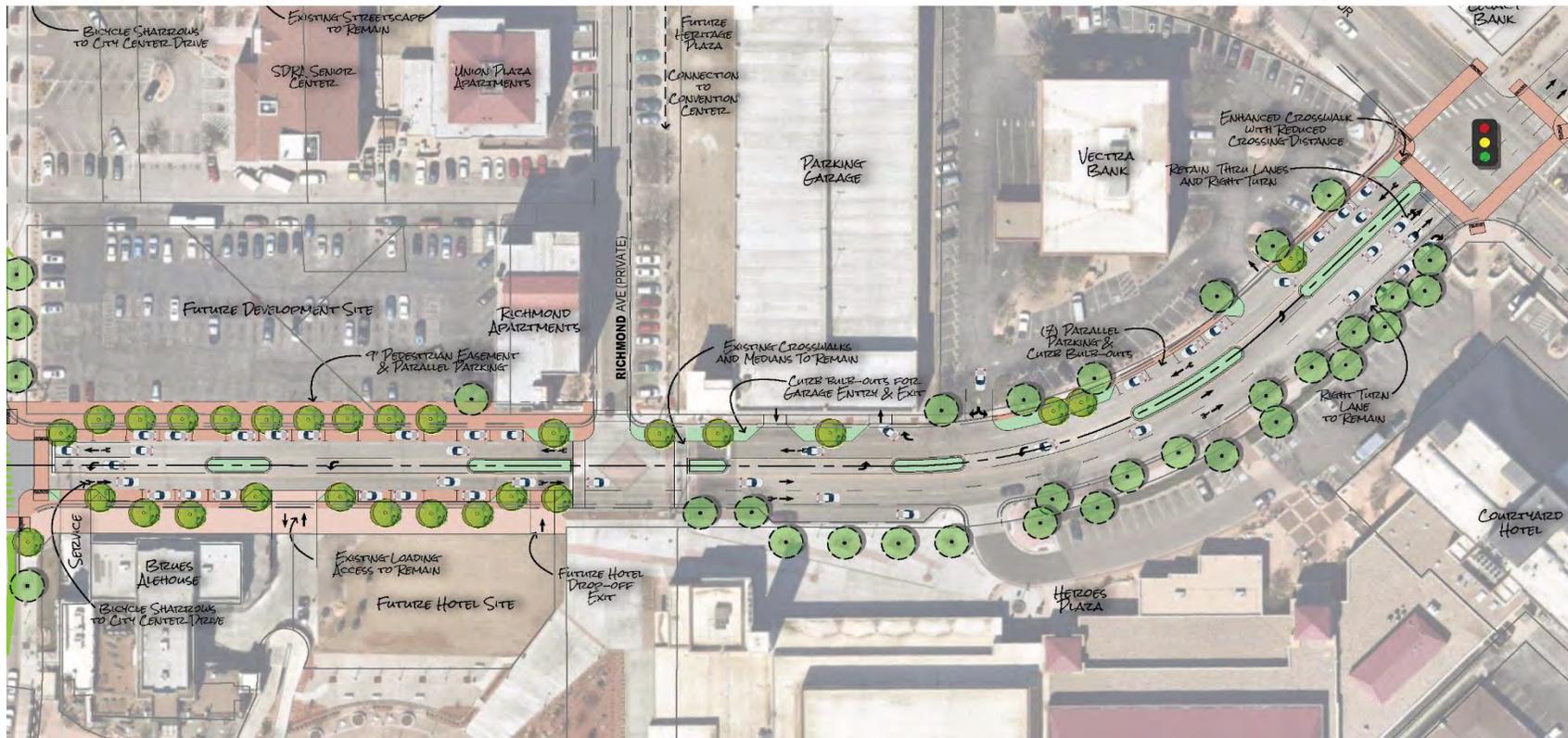
## PARKING GARAGE TO ALAN HAMEL





# MAIN STREET

## ALAN HAMEL TO CITY CENTER





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







## 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
<b>Riverwalk (AT&amp;T) Crosswalk</b>	
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
<b>Corridor Improvements from Richmond to City Center</b>	
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)
<b>Other Potential Projects</b>	
<b>Corridor Improvements from C Street to Richmond</b>	
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

**APPENDIX 2: UNION AVENUE MASTER  
PLAN PRELIMINARY COSTS**

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
<b>Priority Sub-Projects</b>					
<b>Master Plan Improvements from B Street to Grand Ave</b>		<b>\$3,134,000.00</b>		<b>\$1,524,765.00</b>	
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
			<b>TOTAL for Priority Sub-Project Bstreet to Grand Ave</b>	<b>\$4,658,765.00</b>	
<b>Master Plan Improvements from Abriendo to B Street</b>		<b>\$205,000.00</b>	1700' Restriping, 6 ramps, 2 bulbouts, Relocation of concrete barrier along bridge.		No Landscaping
			<b>TOTAL for Priority Sub-Project Abriendo to B Street</b>	<b>\$205,000.00</b>	
<b>Master Plan Improvements from Grand Ave to City Center</b>		<b>\$67,000.00</b>	750' restriping, 2 bulbouts		No Landscaping
			<b>TOTAL for Priority Sub-Project Grand Ave to City Center</b>	<b>\$67,000.00</b>	
Master Plan			<b>TOTAL for Master Plan Projects along the entire Union Ave corridor</b>		<b>\$4,930,765.00</b>
<b>Additional Projects Beyond the Scope of the County 1A Funds</b>					
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.

**APPENDIX 3: MAIN STREET MASTER  
PLAN PRELIMINARY COSTS**

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
<b>Priority Sub-Projects</b>					
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
				<b>TOTAL for Priority Sub-Project Riverwalk (AT&amp;T Crosswalk)</b>	<b>\$354,290.00</b>
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
				<b>TOTAL for Priority Sub-Project Richmond To City Center</b>	<b>\$412,135.00</b>
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
				<b>TOTAL for Priority Sub-Project C Street to Richmond</b>	<b>\$957,060.00</b>
Stripe directional bicycle lanes	C Street to Alan Hamel	\$70,000.00	Restriping		No Landscaping
				<b>TOTAL for Priority Sub-Project Bicycle Lanes</b>	<b>\$70,000.00</b>
Master Plan			<b>TOTAL for Master Plan Projects along the entire Main St corridor</b>		<b>\$1,793,485.00</b>
<b>Additional Projects Beyond the Scope of the County 1A Funds</b>					
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.