

## Colorado City Metropolitan District

### PUBLIC NOTICE

### BOARD OF DIRECTORS STUDY SESSION

#### AMENDED

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday April 29, 2025 , beginning at 6:00 p.m.

1. Water survey and leak detection Quote
2. Valley First Phase II Contract
3. Fine Structure for CCACC
4. CCAAC Reviews
5. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND Demeanor.
6. CITIZENS INPUT

### BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday April 29, 2025, beginning at 6:15 p.m.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. MOMENT OF SILENT REFLECTION.
4. QUORUM CHECK
5. APPROVAL OF THE AGENDA
6. APPROVAL OF MINUTES.
  
7. BILLS PAYABLE.
8. FINANCIAL REPORT.
9. OPERATIONAL REPORT.
  - a. Beckwith Dam report
  - b. Committee Reports      Newsletter Sarah
  
10. **ATTORNEY Report:**
  
11. AGENDA ITEMS:

Study Session      April 8, 2025,  
CCACC Minutes      April 8, 2025

### Public hearing for water shut off at 5309 Cibola Drive asked for by Mordecai Valdez

Water Survey and Leak detection Quote

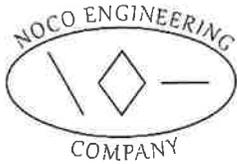
**Discussion/Action**

#### CCACC:

**Discussion/Action**

#### A. New Construction:

- |                           |                |
|---------------------------|----------------|
| 1. 7191 Terlesa Drive     | Shed and Fence |
| 2. 4820 Cuerno Verde Blvd | Fence          |



11323 Coal Mine Street  
Firestone, CO 80504  
Phone: 720-324-3625  
www.nec-engrs.com

April 28, 2025

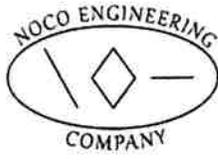
Colorado City Metropolitan District  
ATTN: James Eccher  
4497 Bent Brothers Blvd  
Colorado City, CO 81019

Request for Updated Proposal – Two (2) Phases – Leak Detection and Meter Analysis

Dear Mr. Eccher,

Thank you for the opportunity to submit a proposal for a leak detection and meter analysis project, and as discussed, please find an updated cost, separating the project into two (2) phases. A revised cost for NEC's scope of services is provided below, with revisions highlighted in red-text.

- A copy of the initial proposal (including total project costs, both phases) is provided as an attachment to this letter.
- 1.) Within this document and within table below, please find a revised proposal and scope such that the following work has been removed:
    - a. Full-time on-site senior construction observation
    - b. One (1) pre-construction/inspection meeting
    - c. American Leak Detection investigation work
  - 2.) The scope of the proposal has been revised such that the following work has been added:
    - a. Two (2) days on-site for meter readings and analysis.
      - i. Prior to separating the project into two (2) phases, NEC could utilize time on-site to accomplish both meter reading/analysis and full-time observation and reporting.
        1. After separating the project into phases, NEC added two (2) days of on-site work.
  - 3.) The revised project total, for Phase 1 (only), is equal to \$70,070.
    - a. The overall project cost increase is equal to \$3,295 (see red text within the table below).



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NOCO  
ENGINEERING  
COMPANY

Once the nature/source of the District's unaccounted-for water is understood and issues resolved, the District and community will benefit from the following:

- 1.) Conservation of Resources: By minimizing losses and utilizing less raw water for treatment, the District will be better prepared for a drought scenario.
- 2.) Outdoor Watering Restrictions Lifted: Diminished water losses equate to increased potable water treatment volume for use, allowing for the possibility of lifting of outdoor watering restrictions in the future.
- 3.) Increased Revenue: With the availability of more water comes the availability to sell more water.

### **Scope of Work:**

#### Task 1 – Initial Investigation:

The initial investigation includes data analysis related to total potable water production and the District's internal use.

- Monthly Potable Water Production Comparison:
  - Ratio Between: Monthly potable water production vs. Monthly wastewater flows
- Monthly Potable Water Billable Flow Comparison:
  - Ratio Between: Monthly potable water billable flow vs. Monthly wastewater flows
- District's Internal WTP Usage (2023-2024):
  - Determine percentage of total potable water production.
- Recording Internal WTP Usage:
  - Since monitoring internal water use (2023) which includes backwashing, CIP, and laboratory/bathroom use at the WTPs, the District has determined additional sources of internal use (and will be analyzed):
    - Hydrant Flushing
    - Water Quality Testing
    - Golf Course Sprinkler System
    - Waste Water Treatment Plant (WWTP)

Task 5 – Data Mining:

- Drinking Water Wells
  - There are only a few residents that utilize private wells for potable water that are also on the District’s sewer line.
    - Investigate private wells, determine users on private wells and on the public sewer line to impact/influence flow comparison results, above.
- Analysis of Existing Potable Water Infrastructure:
  - Mapping: Determine and record all Residential/Commercial customers within CCMD’s service area who own/operate with private wells and have no potable water service meters.
  - Mapping: Define a list of all known/billable tap customers within an area/neighborhood within CCMD’s service area.
    - This list will be given to the District for further investigations.

Task 6 – Data Discovery: American Leak Detection:

- Isolate service areas within the District to compare tap/meter records (address/usage) with current distribution data.
  - Determine sections of steel pipe (~ 15 miles of steel pipe to further investigate) and/or sections of ACP pipe (~ 55 miles of ACP pipe to further investigate) require replacement
  - We have a total of eight days in the field for investigating the leaks in the waterline. The total number of days was the estimate for American Leak Detection.
  - During this investigation valves in the distribution system will need to be isolated by District Staff. We will have a person in the field who can assist with closing valves if necessary.

The leak detection proposal lump sum pricing (above) excludes the following;

- Potholing, traffic control, operation of valves, repairing of leaks, nor evaluation of potable water tanks
  - These fees are based on information and discussions to date as well as any assumptions stated above. Services accrued resulting from significant changes to project scope will be considered either additional or unneeded services and may require either an extension or reduction of the time schedule for NEC's work.

**Request for Information (RFI): CCMD Datasets:**

NEC is requesting the following data from the District, needed to complete the analysis and report (may be in CSV or XLS file format):

1. Last five (5) years of billing data for each meter/tap (2019-2024), including:
  - a. Master Line Number
  - b. Account Number
  - c. Account Address
  - d. Meter Type/Size
  - e. Monthly Usage
  - f. Monthly Billing Rate

**Schedule:**

We have estimated the project will take approximately three (3) months from award of project to final completion/reporting.

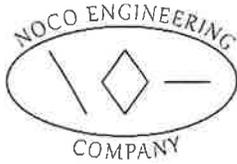
The project will be completed for a lump sum amount of \$152,625. Please feel free to give me call with any questions.

Sincerely,



Nate Jacobs  
Project Engineer  
NOCO Engineering Company

PH#: (720) 326-3210



11323 Coal Mine Street  
Firestone, CO 80504  
Phone: 720-324-3625  
www.nec-engrs.com

April 24, 2025

Colorado City Metropolitan District  
ATTN: James Eccher  
4497 Bent Brothers Blvd  
Colorado City, CO 81019

### Request for Proposal – Leak Detection and Meter Analysis

Dear Mr. Eccher,

Thank you for the opportunity to submit a proposal for a leak detection and meter analysis project. Our company believes that a handshake means more than a written contract and we hope this proposal continues our long-lasting relationship. Our firm prides itself on being honest, having a high level of integrity, listening to clients' needs, and producing the highest quality of work possible. Detailed below, please find a scope of services for leak detection and meter analysis.

Over the years, the District has tried to resolve water losses and identify sources of unaccounted-for water within the distribution system. Through several years and multiple upgrades to the distribution system we are still seeing a large amount of unaccounted for water. After comparing total annual water treatment plant production with total annual billable flow, approximately fifty percent (50%) of the District's total annual potable water production is considered "unaccounted-for water" and is not billable/lost revenue.

With the distribution system being installed in the 1960s one of the areas of concerns are leaks within the distribution system. Most distribution systems will have 5% to 10% of unaccounted for water associated with leaks in the distribution system. To help find the leaks in the distribution system we will be utilizing ultrasonic leak detection that can hear water leaks within pipes.

Our scope of work includes identifying and recording waterline leaks across approximately seventy miles (~70 mi.) of pipelines within the District's distribution system. We will be utilizing ultrasonic leak detection technology, which works by applying a high-frequency sound wave through a pressurized waterline and "listening"/detecting changes in the sound waves, indicating and pinpointing the location of a leak. In addition to distribution system leak analysis, we will be analyzing the billing system to double check there are not any issues with receiving water usage from the meter to sending out the bills for how much water is being utilized. We have in the past seen some issues with the manufactures who set up the billing systems.

Task 2 – Business Analytics: Accounting Analysis:

- Accounting Analysis:
  - Working with Caselle’s Utility Management Division to determine if there are any discrepancies in billings vs usage.
  - The District was able to determine errors in meters, such that the dials were not set correctly on some meters. Errors found to be a factor of 10X, and these errors lead to the District under-charging customers and not accounting for all water being used.

Task 3 – Business Analytics: Illegal Tap(s)/Unaccounted for Meter(s):

- Illegal Taps/Unaccounted-for Water Meters:
  - Determine if there are any illegal taps once sections within the distribution system have been isolated and no pipeline leaks are found.
    - Compare data with pipeline pressure, flows, tank level, etc.
  - Determine (possibly neighborhood-by-neighborhood) if there are any meters/taps currently receiving water that are not being billed/accounted for.
    - Investigate regions, and compare with known data.
- Illegal Taps/Unaccounted-for Water Meter:
  - The District was able to locate one (1) customer with an illegal water tap, which is in the process of being removed. Work to locate additional illegal tap customers.

Task 4 – Data Analytics: Potable Water Flow Data Analysis:

- Water Meter Replacement/Inaccuracies:
  - As of 2024, approximately ninety-five percent (95%) of all meters have been replaced (~1,129 meter replacements) with Neptune Technology Group MACH 10® Ultrasonic Water Meters.
  - Determine how many of the remaining 60 meters that have not been replaced (1,189 meters (total) – 1,129 meters (replaced) = 60 meters) require replacement, and replace those meters in need.
  - Investigation to manually confirm meter readings at each location and compare results with recorded data. Determine if any additional meter-related work is needed (such as investigation regarding unaccounted-for meters, illegal taps, and/or potential accounting issues).
  - Determine cause of inaccurate meter readings (active yet inaccurate, reading lower than water provided), Outdated meters (more than 120 meters), Unreported meters (active but not tied to SCADA/accounting), or otherwise, the District will explore these solutions.

**Cost Estimate: Lump Sum:**

The leak detection proposal lump sum pricing (above) includes the following:

- Data analysis, meter and property data correlation, private well investigation, comparative analysis, generating excel spreadsheet and report.
  - Review/Utilize District datasets and compare billing data with meter usage across randomly selected meters to ensure flow is recorded, monitored, and billed-for accurately.
  - Utilize County Data
    - Determine parcel number, owner, address, and lot size for each property within the District’s service area
    - Determine what infrastructure (house, barn, green-lot, etc.) exists on each property
      - Compare historical usage (metered flow) with average usage for a similar property (similarity: lot size, infrastructure, outdoor watering, etc).
  - Utilize CDPHE DWR Well Permit/Well Construction Data
    - Determine privately-owned wells and locations, correlate well owner/location with property information.
      - Determine flow rate of the well (well permit) and compare with lot size and infrastructure to determine if well production is sufficient to meet needs for each property.
  - Utilize District’s GIS data to visualize all existing lines, determine abandoned lines, etc.
  - Compare, analyze, and report.
- American Leak Detection (sub-consultant) on-site for ten (10) days, including the following:
  - Leak test the water system (hydrants, valves, meters, other access points), locate leaks, provide daily drawings of leak areas.
- NEC full-time resident project representative (RPR) will be on-site for fifteen (15) days, including travel, housing, and per diem.

TASK	Estimated Hours					Sub Total Task Cost	Subconsultant	Reimb Expenses	Total Phase Cost
	Principal	Senior Project Manager	Senior Construction Observer	Senior Project Engineer	Project Engineer				
<b>HOURLY RATES Personnel</b>	\$185 Josh	\$175 John	\$175 TBD	\$165 Nate	\$135 Admin				
<b>Leak Detection Investigation (NEC)</b>	<b>53</b>	<b>10</b>	<b>140</b>	<b>238</b>	<b>100</b>	<b>\$ 88,825</b>	<b>\$ 59,500</b>	<b>\$ 5,300</b>	<b>\$ 152,625</b>
Analyze and organize data		10		50		\$ 11,650	\$ 58,500	\$ -	\$ 70,150
Correlate meter data with property data				50		\$ 8,250	\$ -	\$ -	\$ 8,250
Investigate and record private wells				40		\$ 6,600	\$ -	\$ -	\$ 6,600
Compare usage with billing./accounting	20			35	30	\$ 13,525	\$ -	\$ -	\$ 13,525
Generate Water Usage Spreadsheet	20			10	50	\$ 12,100	\$ -	\$ -	\$ 12,100
One Pre-Con/Inspection Meeting	3	0		3		\$ 1,050	\$ -	\$ -	\$ 1,050
Create Report of Findings	10			10	20	\$ 14,650	\$ -	\$ -	\$ 14,650
Full-Time Construction Inspection			120	0		\$ 21,000	\$ -	\$ 5,300	\$ 26,300
<b>TOTAL HOURS</b>	<b>53</b>	<b>10</b>	<b>140</b>	<b>238</b>	<b>100.0</b>				
<b>INDIVIDUAL COST</b>	<b>\$ 9,805</b>	<b>\$ 1,750</b>	<b>\$ 24,500</b>	<b>\$ 39,270</b>	<b>\$ 13,500</b>			Lump Sum	<b>\$ 152,625</b>

# AIA<sup>®</sup> Document A141<sup>®</sup> – 2014 Exhibit A

## ***Design-Build Amendment***

This Amendment is incorporated into the accompanying AIA Document A141<sup>TM</sup>-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 23<sup>rd</sup> day of April in the year 2025 (the "Agreement")  
*(In words, indicate day, month and year.)*

### **for the following PROJECT:**

*(Name and location or address)*

Greenhorn Park Football Field - Sod  
7184 State Hwy 165, Colorado City, CO 81019

### **THE OWNER:**

*(Name, legal status and address)*

Colorado City Metropolitan District  
4497 Bent Brothers Metro District, Colorado City, CO 81019

### **THE DESIGN-BUILDER:**

*(Name, legal status and address)*

Greenhorn Park Football - Sod  
7184 State Hwy 165, Colorado City 81019

The Owner and Design-Builder hereby amend the Agreement as follows.

### **TABLE OF ARTICLES**

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

### **ARTICLE A.1 CONTRACT SUM**

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:  
*(Check the appropriate box.)*

- Stipulated Sum, in accordance with Section A.1.2 below
- Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

**§ A.1.5.5 Final Payment**

**§ A.1.5.5.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder’s responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

**§ A.1.5.5.2** If the Contract Sum is based on the Cost of the Work, the Owner’s auditors will review and report in writing on the Design-Builder’s final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner’s auditors report to be substantiated by the Design-Builder’s final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner’s auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

**ARTICLE A.2 CONTRACT TIME**

**§ A.2.1** Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

**§ A.2.2** The Design-Builder shall achieve Substantial Completion of the Work not later than one hundred and fifty ( 150 ) days from the date of this Amendment, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*

**§ A.3.1.4** The Sustainability Plan, if any:  
*(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Design-Builder’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
<i>Other identifying information:</i>		

**§ A.3.1.5** Allowances and Contingencies:  
*(Identify any agreed upon allowances and contingencies, including a statement of their basis.)*

- .1 Allowances
- .2 Contingencies

Init.

§ **A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ **A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ **A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ **A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ **A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ **A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ **A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ **A.5.1.5 Miscellaneous Costs**

§ **A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ **A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ **A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ **A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ **A.5.1.5.5** Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ **A.5.1.5.6** With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ **A.5.1.5.7** Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

**§ A.5.3 Discounts, Rebates, and Refunds**

**§ A.5.3.1** Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

**§ A.5.3.2** Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

**§ A.5.4 Other Agreements**

**§ A.5.4.1** When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ A.5.4.2** Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

**§ A.5.4.3** The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner’s written request.

**§ A.5.5 Accounting Records**

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor’s proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**§ A.5.6 Relationship of the Parties**

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder’s skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests.

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**  
James Eccher, District Manager  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**DESIGN-BUILDER (Signature)**  
Brad Faris, President  
\_\_\_\_\_  
(Printed name and title)

Init.

~~§ A.1.3 Cost of the Work Plus Design-Builder's Fee~~

~~§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.~~

~~§ A.1.3.2 The Design-Builder's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)~~

~~§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price~~

~~§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.~~

~~§ A.1.4.2 The Design-Builder's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)~~

~~§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed eight hundred twenty thousand 00/100 (\$ 820,000.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.~~

...

See attached breakout.

~~§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:~~

~~(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)~~

~~§ A.1.4.3.4 Unit Prices, if any:~~

~~(Identify item, state the unit price, and state any applicable quantity limitations.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

...

~~§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 10 day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than fifteen ( 15 ) days after the Owner receives the Application for Payment.~~

...

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)*

**§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee**

**§ A.1.5.3.1** Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

**§ A.1.5.3.2** Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1—Take the Cost of the Work as described in Article A.5 of this Amendment;
- .2—Add the Design-Builder's Fee, less retainage of — percent (—%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3—Subtract retainage of — percent (—%) from that portion of the Work that the Design-Builder self-performs;
- .4—Subtract the aggregate of previous payments made by the Owner;
- .5—Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6—Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

**§ A.1.5.3.3** The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

**§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**§ A.1.5.4.1** Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ A.1.5.4.2** Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1—Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2—Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3—Add the Design-Builder's Fee, less retainage of — percent (—%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

...

Riley Faris

...

~~§ A.5.1 Cost To Be Reimbursed as Part of the Contract~~

~~§ A.5.1.1 Labor Costs~~

~~§ A.5.1.1.1 Wages of construction workers directly employed by the Design Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.~~

~~§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design Builder's supervisory and administrative personnel when stationed at the site.~~

~~(If it is intended that the wages or salaries of certain personnel stationed at the Design Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)~~

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
-----------------	------------------------------	---------------	---------------------

~~§ A.5.1.1.3 Wages and salaries of the Design Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.~~

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James Eccher, District Manager

Brad Faris, President



# AIA Document A141<sup>®</sup> – 2014 Exhibit B

## Insurance and Bonds

### for the following PROJECT:

*(Name and location or address)*

Greenhorn Park Football Field - Sod  
7184 State Hwy 165, Colorado City, CO 81019

### THE OWNER:

*(Name, legal status and address)*

Colorado City Metropolitan District  
4497 Bent Brothers Metro District, Colorado City, CO 81019

### THE DESIGN-BUILDER:

*(Name, legal status and address)*

Arc Valley Construction, Inc.  
1982 Aspen Circle, Pueblo, CO 81006

### THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 23<sup>rd</sup> day of April in the year 2025 .

*(In words, indicate day, month and year.)*

### TABLE OF ARTICLES

- B.1 GENERAL
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS
- B.3 OWNER'S INSURANCE
- B.4 SPECIAL TERMS AND CONDITIONS

### ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

### ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

*(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

Type	Penal Sum (\$0.00)
Performance & Payment Bonds	5% of contract

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**ARTICLE B.3 OWNER'S INSURANCE**

**§ B.3.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ B.3.2 Property Insurance**

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ B.3.2.2 **Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of

objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Init.

~~§ B.2.1.7.1 The Design Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than (\$ ) per claim and (\$ ) in the aggregate.~~

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Performance & Payment Bonds

5% of contract

## TABLE OF ARTICLES

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2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
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9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
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15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

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A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)*

#### § 1.1.1 The Owner's program for the Project:

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

#### § 1.1.2 The Owner's design requirements for the Project and related documentation:

.1 Architect

N/A

.2 Consultants

N/A

.3 Contractors

Arc Valley Construction, Inc

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

*(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)*

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

*(List name, address and other information.)*

James (Jim) Eccher  
District Manager, Colorado City Metro District  
4497 Bent Brothers Blvd  
Colorado City, CO 81019  
(719) 569-5816  
colocitymanager@ghvalley.net

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

*(List name, address and other information.)*

Jim Eccher

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

*(List discipline, scope of work, and, if known, identify by name and address.)*

N/A

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

*(List name, address and other information.)*

Brad (Wes) Paris

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User Notes:

(1198277493)

§ 1.4.9 **Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 **Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 **Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 **Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 **Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 **Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

## ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

### § 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

*(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)*

820,000.00

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

### § 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

*(Insert rate of monthly or annual interest agreed upon.)*

12 % Twelve Percent

*(Paragraph deleted)*

### § 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

### § 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### § 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear

## § 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:  
*(List additional information, if any, to be included in the Design-Builder's written report.)*

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

## § 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;

*(Paragraphs deleted)*

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

## § 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

**§ 5.5.4** If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

## **§ 5.6 Allowances**

**§ 5.6.1** The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

**§ 5.6.2** Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

**§ 5.6.3** The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

## **§ 5.7 Key Personnel, Contractors and Suppliers**

**§ 5.7.1** The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

**§ 5.7.2** If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3** Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3.1** If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

**§ 5.14 Mutual Responsibility**

**§ 5.14.1** The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

**§ 5.14.2** If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

**§ 5.14.3** The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 5.14.4** The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 5.14.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

**§ 5.15 Owner's Right to Clean Up**

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

**ARTICLE 6 CHANGES IN THE WORK**

**§ 6.1 General**

**§ 6.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

**§ 6.1.2** A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

**§ 6.1.3** Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

**§ 6.2 Change Orders**

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

**§ 6.3 Change Directives**

**§ 6.3.1** A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

**§ 6.3.2** A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 6.3.3** If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

## **§ 7.2 Information and Services Required of the Owner**

**§ 7.2.1** The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

**§ 7.2.2** The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

**§ 7.2.3** The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

**§ 7.2.4** The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

**§ 7.2.5** The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

**§ 7.2.6** If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

**§ 7.2.7** Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

**§ 7.2.8** Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

**§ 7.2.9** Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

**§ 7.2.10** The Owner shall purchase and maintain insurance as set forth in Exhibit B.

## **§ 7.3 Submittals**

**§ 7.3.1** The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved

## § 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

## ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

### § 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

### § 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

### § 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

#### § 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

#### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

### § 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants,

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

### § 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

### § 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### § 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

#### § 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

#### § 14.2.2 Procedure

§ 14.2.2.1 **Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 **Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

#### § 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### § 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### § 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential

# **Additions and Deletions Report for**

**AIA® Document A141® – 2014**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:00:26 ET on 04/24/2025.

## **PAGE 1**

**AGREEMENT** made as of the 23rd day of April in the year 2025

...

Colorado City Metropolitan District  
4497 Bent Brothers Metro District  
Colorado City, CO 81019

...

Arc Valley Construction, Inc  
1982 Aspen Circle  
Pueblo, CO 81006

...

Greenhorn Park Football Field - Sod  
7184 State Hwy 165  
Colorado City, CO 81019

## **PAGE 3**

Sprinkler System, Import and leveling of field, sod, handicap ramp, stairs and scoreboard

...

Football Field 80 yards by 120 yards

...

Establish a playable football field

## **PAGE 4**

N/A

...

N/A

...

Arc Valley Construction, Inc

~~§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of percent ( %) of the expenses incurred.~~

...

~~12 % Twelve Percent~~

~~§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.~~

**PAGE 10**

- ~~.3 Building plans, sections and elevations;~~
- ~~.4 Structural system;~~
- ~~.5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and~~
- ~~.6 Outline specifications or sufficient drawing notes describing construction materials.~~

**PAGE 31**

James Eccher, District Manager

Brad Faris, President

# Greenhorn Football Field Upgrades



## Estimate Summary

### Budget

Division	Description of Work	Price
32000	Football Field Import and Grading	\$ 94,750.00
32500	Sprinkler System, Top Soil, and Sod	\$ 200,700.00
32100	Asphalt Track Crack filling and Sealcoating (Elect Pull Boxes)	\$ 97,700.00
32800	Handicap Ramp to Field	\$ 194,000.00
32800	Concrete Stairs to Field	\$ 24,685.00
32900	Asphalt Trail from existing trail to Football Field	\$ 28,500.00
10000	Scoreboard	\$ 19,500.00
10000	Field goal Posts	\$ 21,560.00
2000	Survey	\$ 6,025.00
1000	General Conditions	\$ 67,500.00

**Subtotal of Direct Costs \$ 754,920.00**

### Indirect Costs

Insurance	\$ 12,000.00
Builders Risk	\$ 3,000.00
Performance and Payment Bond	\$ 10,080.00
Construction Contingency	\$ 40,000.00

**Subtotal of Indirect Costs \$ 65,080.00**

**Total Project Cost \$ 820,000.00**

Colorado City is a wonderful community that allows us all to enjoy and thrive in an uncrowded pleasant area that is not contaminated by some of the unpleasant issues of a larger city. Colorado City was designed and created as a master planned community in the late 1960s and 1970s with Protective Covenants, specific to each unit of parcels (addresses), to guide residents in preserving this special place to call home. Covenants, by helping to support the desirability of an area, also assist in maintaining the value of one of your most important assets. Your Home. Please help us and your neighbors by understanding the covenants and not violating the covenant contract we all agreed to when choosing this wonderful place to live.

The Colorado City Architectural Control Committee has found it would be helpful to utilize more tools to assist with the enforcement of covenants.

Therefore, as of July 1, 2025, a fine may be imposed on the property owner of any parcel in units 1 thru 45 of Colorado City for an uncorrected and/or recurring covenant violation.

Recognizing the covenants are quite dated and the difficulty of changing them, we will be judicious, reasonable, and consistent in determining when enforcement action is in the best interest of CCMD and all of our neighbors in Colorado City.

Covenants issues will be addressed on a citizen complaint basis and will be enforced practically and reasonably with the main goal of the best welfare and interest for ALL of our neighbors in Colorado City. A very well defined and strict procedure has been developed to notify property owners of a complaint and to allow time for correction of a violation. A copy of the process, possible fine structure for not making correction, and of the covenants for each unit is available at the CCMD office, by email, snail mail, or online at [ColoradoCityMD.gov](http://ColoradoCityMD.gov)

If and when fines or reimbursement funds are collected, they will not be deposited to CCMD general funds but will remain in an account for CCACC expenses use only.

CCAAC Accessory Build Inspection Report

A 8 Date Inspected 4-24-25 Inspected by: Randy Devenport

Zoned R4 Lot 538 Unit: \_\_\_\_\_ Parcel #: \_\_\_\_\_

Owner: THOMAS KOEHLER/PEGGY IRBY Phone: 719 569-1192  
719 369-0638

Physical Address: 7191 TERLESA DR

Garage \_\_\_\_\_ Car Port \_\_\_\_\_ Shed X Driveway \_\_\_\_\_ Fence X

Re-Model \_\_\_\_\_ Porch/Deck \_\_\_\_\_ Re-Roof \_\_\_\_\_ Landscape \_\_\_\_\_ Paint \_\_\_\_\_

Lot size: .41 <sup>ACRE</sup> sq. ft.

Colorado City Covenants reviewed?  Yes  No

	Question	Approved
Structure/Size: _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Form: _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Texture: _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Color: <u>BROWN/BLACK TRIM</u>	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Ext. Appurtenances: _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Property lines Marked? _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Structure lines Marked? _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No

Property Set Backs

	Required	Actual		Required	Actual	
Front:	<u>25</u>	<u>39</u>	<input checked="" type="radio"/> Pass / <input type="radio"/> Fail	Rear:	<u>N/A</u>	<u>N/A</u> Pass / Fail
Side:	<u>5'</u>	<u>7'</u>	<input checked="" type="radio"/> Pass / <input type="radio"/> Fail			

Information / Corrections Required For Final Approval:

Approved /  Disapproved - CCAAC Member Signature Randy Devenport

Additional Notes: \_\_\_\_\_

RECEIVED

APR 24 2025

Colorado City Architectural Advisory Committee

P.O. Box 20229

Colorado City, Colorado 81019

719 676-3396 colocityccaac@ghvalley.net

ENTERED

Initial: TK

Application will be considered for review only if it has been fully completed and received at the Colorado City Metropolitan District Office or mailed to and received at the above address by 3pm on the Wednesday prior to the next regular meeting. All applications must be accompanied by a check or money order made out to "CCAAC" in the amount appropriate to the fee schedule featured on the back of this application.

Property Owner: THOMAS KOEHLER, PEGGY IRBY  
Mailing Address: P.O. BOX 493 Email peggyjirby@yahoo.com  
City: RYE State: CO ZIP: 81069 Telephone: 719-569-1192  
719-369-0638  
Property Address: 7191 TERESA DR, COLO. CITY,  
City: Colorado City State: CO ZIP: 81019 Lot 538 Unit      Parcel#     

CONTRACTOR

Contractor: THOMAS KOEHLER  
Mailing Address P.O. Box 493 Email       
City RYE State CO Zip 81069 Telephone 719-569-1192 License #     

Requested Approval for:  Commercial Building  Residence  Garage  Shed  Fence  Other     

Type of Construction:  Steel  Wood  Manufactured  Other     

Mobile Home:  New  Used Year Built:      Pueblo County Zoning Code:      CCMD Zoning Code:     

Floor Area Square Footage:      Square Footage Required by Covenants:     

REQUIRED ITEMS: Before CCAAC will proceed with process **ALL required items must be completed!**

- (All requests) Approved Plot Plan Drawn to Scale from Pueblo County Planning and Zoning (see back)
- ~~NA~~  City/County Approved Water and Sewage Access (New Construction) see back
- ~~NA~~  Approved Road Access to property. Pueblo County Road or CCMD Road
- ~~NA~~  Property Line Staked Out Corners
- ~~NA~~  Foundation Plan and Building Staked Out **Before** Excavation
- ~~NA~~  One (1) copy of Blue Print and One (1) Electronic Copy sent to colocityreception@ghvalley.net
- ~~NA~~  Elevations – Front, Back and Sides
  - Exterior Color Scheme, Type of *Siding* and *Roofing Materials* Must be indicated Brown w/Black trim  
Steel Roof
  - Location of Improvements (*Porches, Decks, Garages, Carports, Driveways, Accessory Buildings, Landscaping*)
- ~~NA~~  Re-Roofing / Exterior Remodel/Paint - Residence and/or Garage
- Garages and Accessory Buildings must have distance between buildings
- ~~NA~~  Fence – Type of Materials, Height and Locations

I have read and agree to abide by the unit's protective covenants for which this application is submitted:

Property Owner's or Contractor's Signature Thomas Koehler Peggy J. Irby Date 4/23/25

This application will not be accepted until you read and sign on reverse.



**CCAAC Accessory Build Inspection Report**

A 7 Date Inspected \_\_\_\_\_ Inspected by: RANDY DEVENPORT

Zoned R2 Lot <sup>171</sup>38 Unit: 2 Parcel #: 4714402252  
~~171-38-2~~

Owner: JOHN & RACHEL EMBRFE Phone: 816-405-9906

Physical Address: 4820 CUERNO VERDE BLVD

Garage \_\_\_\_\_ Car Port \_\_\_\_\_ Shed \_\_\_\_\_ Driveway \_\_\_\_\_ Fence

Re-Model \_\_\_\_\_ Porch/Deck \_\_\_\_\_ Re-Roof \_\_\_\_\_ Landscape \_\_\_\_\_ Paint \_\_\_\_\_

Lot size: N/A sq. ft. Colorado City Covenants reviewed?  Yes  No

	Question	Approved
Structure/Size: _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Form: _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Texture: _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Color: _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Ext. Appurtenances: _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Property lines Marked? _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Structure lines Marked? _____	?	<input checked="" type="radio"/> Yes <input type="radio"/> No

Property Set Backs

Required	Actual		Required	Actual	
Front: _____	_____	Pass / Fail	Rear: _____	_____	Pass / Fail
Side: _____	_____	Pass / Fail			

**Information / Corrections Required For Final Approval:**

**Approved / Disapproved - CCAAC Member Signature** Randy Devenport

Additional Notes: \_\_\_\_\_

Colorado City Architectural Advisory Committee  
P.O. Box 20229

Colorado City, Colorado 81019  
719 676-3396 [colocityccaac@ghvalley.net](mailto:colocityccaac@ghvalley.net)

Application will be considered for review only if it has been fully completed and received at the Colorado City Metropolitan District office or mailed to and received at the above address by 3pm on the Wednesday prior to the next regular meeting. All applications must be accompanied by a check or money order made out to "CCAAC" in the amount appropriate to the fee schedule featured on the back of this application.

Property Owner: John & Rachel Embree  
Mailing Address: P.O. Box 19725 Email \_\_\_\_\_  
City: Colorado City State: CO ZIP: 81019 Telephone: 911-403-9906  
Property Address: 4820 Cuerno Verde Blvd  
City: Colorado City State: CO ZIP: 81019 Lot <sup>171</sup>/<sub>172</sub> Unit \_\_\_\_\_ Parcel# 171, 177, 178

CONTRACTOR

Contractor: Premier Fencing  
Mailing Address P.O. Box 11813 Email \_\_\_\_\_  
City Pueblo State CO Zip 81001 Telephone 719-248-6276 License # \_\_\_\_\_

Requested Approval for:  Commercial Building  Residence  Garage  Shed  Fence  Other \_\_\_\_\_

Type of Construction:  Steel  Wood  Manufactured  Other \_\_\_\_\_

Mobile Home:  New  Used Year Built: \_\_\_\_\_ Pueblo County Zoning Code: \_\_\_\_\_ CCMD Zoning Code: \_\_\_\_\_

Floor Area Square Footage: \_\_\_\_\_ Square Footage Required by Covenants: \_\_\_\_\_

**REQUIRED ITEMS: Before CCAAC will proceed with process ALL required items must be completed!**

- (All requests) Approved Plot Plan Drawn to Scale from Pueblo County Planning and Zoning (see back)
- City/County Approved Water and Sewage Access (New Construction) see back
- Approved Road Access to property. Pueblo County Road or CCMD Road \_\_\_\_\_
- Property Line Staked Out Corners
- Foundation Plan and Building Staked Out **Before** Excavation
- One (1) copy of Blue Print and One (1) Electronic Copy sent to [colocityreception@ghvalley.net](mailto:colocityreception@ghvalley.net)
- Elevations – Front, Back and Sides
- Exterior Color Scheme, Type of *Siding* and *Roofing Materials* Must be indicated
- Location of Improvements (*Porches, Decks, Garages, Carports, Driveways, Accessory Buildings, Landscaping*)
- Re-Roofing / Exterior Remodel/Paint - Residence and/or Garage
- Garages and Accessory Buildings must have distance between buildings
- Fence – Type of Materials, Height and Locations

I have read and agree to abide by the unit's protective covenants for which this application is submitted:

Property Owner's or Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

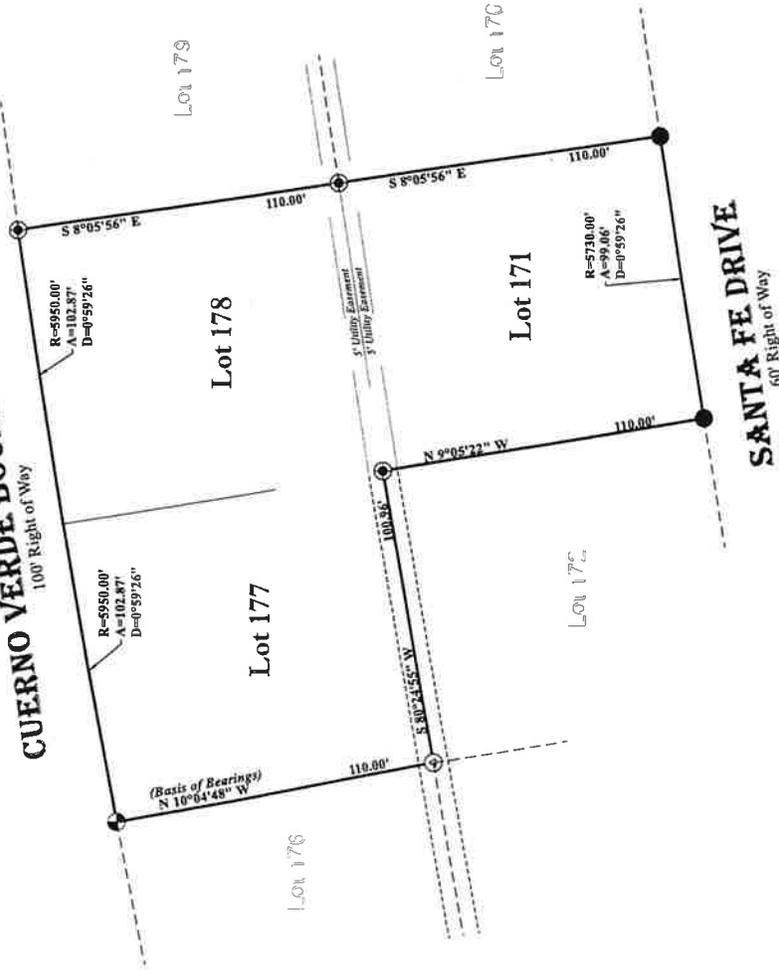
This application will not be accepted until you read and sign on reverse.

# LAND SURVEY PLAT

## FOR JOHN AND RACHEL EMBREE

LOTS 171, 177, AND 178, UNIT 2, COLORADO CITY  
COUNTY OF PUEBLO, STATE OF COLORADO

**CUERNO VERDE BOULEVARD**  
100' Right of Way



**LEGEND**

- ⊕ FOUND, 1/2" REBAR WITH YELLOW PLASTIC CAP, PLS 16163, FLUSH
- ⊖ FOUND, 1/2" REBAR WITH YELLOW PLASTIC CAP, PLS 6128, 0.1' BELOW GROUND
- ⊙ FOUND, 1/2" REBAR WITH NO CAP, 0.1' ABOVE GROUND
- SET 1/2" REBAR, WITH PLASTIC CAP, PLS 38103, FLUSH

**LEGAL DESCRIPTION**

Lots 171, 177, and 178, Unit 2, Colorado City,  
County of Pueblo, State of Colorado

**SURVEYORS CERTIFICATION**

I, William S. Beehaver, a Licensed Professional Land Surveyor in the State of Colorado, do hereby certify that this plat and the surveying services addressed therein have been performed by me or under my responsible charge and to the best of my knowledge, information and belief in accordance with applicable standards of practice. This statement is not a warranty or warranty, either expressed or implied.



William S. Beehaver, PLS No. 38103  
BHZ Land Surveying, LLC

**BASES OF BEARINGS:** N 10°04'48" W, (per recorded plat of Colorado City, Unit 2) along the West line of Lot 177, Unit 2, Colorado City, on the North by a 1/2" rebar, with yellow cap, PLS 6128 and on the South by a 1/2" rebar, no cap, as shown hereon.

**"REFERENCES"**

- 1) Recorded Plat of Colorado City, Unit 2
- 2) Legal Description provided by Client.

**"NOTE:"** This survey does not constitute a title search by BHZ Land Surveying, LLC, to determine ownership or easements of record.

**"NOTE:"** Client did not request a search for recorded Rights-of-Way and Easements.

**"NOTICE:"** According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such a defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.



**BHZ LAND SURVEYING, LLC**  
P.O. Box 20399, Colorado City, CO 81019  
Phone: 719-676-2072  
Email: hz2@ghvalley.net

Scale 1" = 30'	Date: 6-23-2023	Drawn By: WSB
	Sheet 1/1	Job No. 2023-078



## Colorado City Metropolitan District

### PUBLIC NOTICE BOARD OF DIRECTORS STUDY SESSION

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday April 8, 2025, beginning at 6:00 p.m.

1. Letter to Governor SDA recommendation

Mining of information by political group newspapers. All board members should submit additional letters, speak as individuals. Mr. Eccher is ok to send letter for CCMD.

2. Water survey and leak detection Quote will be received Monday.

NOCO was to get quote to us yesterday April 7, we have not received yet. Mr. Eccher to make sure we have it for the next meeting.

Regional Educational training workshop available, good for board members to attend. Jim Eccher & Karim Ayoub will be attending, Bob Sievert may attend also.

3. CCAAC Reviews

- |                       |                                 |
|-----------------------|---------------------------------|
| 1. 4031 Barela        | Duplex – same layout as other 2 |
| 2. 4031 Cuervo Verde  | Shed                            |
| 3. 5121 Hicklin Drive | House – 4x12 pitch on roof      |

4. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND Demeanor.

5. CITIZENS INPUT

Bonnie Brown – E. Jefferson Blvd: Junk in yard next door, 3 people-8 vehicles (2 inoperable) Junk inside/outside of vehicle, trash, metal: hot water heater, bumper from vehicle in ditch. Now parking on the other side of street as they have no space to park at property now. She has submitted complaints in previous years. She would like to sell and move, but no one wants to buy her property with the view. Please come & see.

For the Pueblo County Roundtable rep (liaison) submitted written request to Terry Kraus and Jake Burunick (for backup). Chairman Elliott to draft letter with times and coverage.

## BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday April 8, 2025, beginning at 6:34 p.m.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. MOMENT OF SILENT REFLECTION.
4. QUORUM CHECK

Chairperson Neil Elliot  
Treasurer Sarah Hunter  
Secretary/Co-Chair, Clint Gross  
Director Greg Collins  
Director Ray Davis

Also in Attendance:

Jim Eccher, District Manager  
Cristy Adams, Finance Manager  
Sandi Oglesby, A/R - Reception  
Gary Golladay – Water/Sewer  
Greg Bailey – Water  
Ayden Gillund – Utilities  
Bob Sievert – Upcoming Board Member  
Karin Ayoub – Upcoming Board Member

5. APPROVAL OF THE AGENDA

Mr. Davis motioned to approve of the minutes listed with Item #11 modified to remove water services. Mr. Gross seconded the motion. Vote called. All board members present approved.

6. APPROVAL OF MINUTES.

Study Session     March 25, 2025,  
CCACC Minutes     March 25, 2025

Mr. Collins motioned to approve the agenda with attendance correction for Mrs. Hunter in attendance. Mr. Davis seconded the motion. Vote called. All board members present approved.

6. BILLS PAYABLE.

Mr. Gross motioned to pay the bills. Mr. Davis seconded the motion.

**CCACC:**

**Discussion/Action**

A. New Construction:

- |                       |        |
|-----------------------|--------|
| 1. 4031 Barela        | Duplex |
| 2. 4031 Cuervo Verde  | Shed   |
| 3. 5121 Hicklin Drive | House  |

Mr. Collins motioned to group all items for approval. Mr. Davis seconded the motion. Vote called. All board members present approved.

B. Actions

- a. 0 First Letters
- b. 0 Second letters
- c. 0 Third letters
- d. 0 Reported to Zoning and Health Dept

12. OLD BUSINESS.

Goals and Achievement Plan – N/A

Strategic Plan – N/A

Wells Repair - Mr. Eccher called & left a message for Tom, no return call.

Ranch Water – Gary Golladay, Greg Bailey & Ayden Gillund walked the property. Everything is off that they could find, but there is still chlorine in the water, so they must be a line we cannot find yet. Investigating the lines going east to see if they is a “T” off from across I65. Same pressure to them.

Meter Changeout – Questioned Ayden how many in a week/month can his team complete. Mr. Gillund stated he could not give a good response, as each week is different with line breaks, & new builds, plus training new staff. Most of the meters that need to be swapped out are the problems ones, that each will take more time. Request report from Superintendent of how many are completed. When all meters swapped out, we need a water audit before and after for review.

Water Loss – mors completed and sent into portal

Wages – N/A

Camelot and Rosemont - completed.

Need assistance from Chairman Elliott, CCAAC files where are copies?

Grant Process for Golf Course. She is reviewing, not double asking- saw people/groups for funds.

Report Criteria:

Report type: GL detail  
 Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>38711</b>							
04/25	04/23/2025	38711	<b>BARON B BELLER</b>	PAYROLL/GCM	04-0201-6114	445.19	445.19
Total 38711:							445.19
<b>38712</b>							
04/25	04/25/2025	38712	<b>Acorn Petroleum</b>	Fuel/RDS	01-6000-7151	171.67	171.67
04/25	04/25/2025	38712	<b>Acorn Petroleum</b>	Fuel/WTP	02-0100-7151	546.23	546.23
04/25	04/25/2025	38712	<b>Acorn Petroleum</b>	Fuel/WWTP	03-0100-7151	343.34	343.34
04/25	04/25/2025	38712	<b>Acorn Petroleum</b>	Fuel/P&R	01-0208-7151	405.77	405.77
04/25	04/25/2025	38712	<b>Acorn Petroleum</b>	Fuel/Adm	01-0100-7151	93.64	93.64
Total 38712:							1,560.65
<b>38713</b>							
04/25	04/25/2025	38713	<b>Arkansas Valley Co-op Assn</b>	Propane/WWTP	03-0100-7191	552.00	552.00
04/25	04/25/2025	38713	<b>Arkansas Valley Co-op Assn</b>	Propane/WWTP	03-0100-7191	323.00	323.00
04/25	04/25/2025	38713	<b>Arkansas Valley Co-op Assn</b>	Propane/WWTP	03-0100-7191	190.00	190.00
Total 38713:							1,065.00
<b>38714</b>							
04/25	04/25/2025	38714	<b>Avar Electric, Inc.</b>	New fixtures Rewire parts room Trouble	04-0201-7186	1,315.00	1,315.00
04/25	04/25/2025	38714	<b>Avar Electric, Inc.</b>	New fixtures Rewire parts room Trouble	04-0201-7150	3,195.30	3,195.30
Total 38714:							4,510.30
<b>38715</b>							
04/25	04/25/2025	38715	<b>CenturyLink</b>	Advertising/GC	04-0100-7110	12.21	12.21
Total 38715:							12.21
<b>38716</b>							
04/25	04/25/2025	38716	<b>Christy Gookin</b>	Cleaning APRIL/ Adm	01-0100-7122	150.00	150.00
Total 38716:							150.00
<b>38717</b>							
04/25	04/25/2025	38717	<b>Cintas Corporation #562</b>	Janitorial Svs/GCM	04-0201-7122	81.98	81.98
04/25	04/25/2025	38717	<b>Cintas Corporation #562</b>	Janitorial Svs/GCM	04-0201-7122	81.98	81.98
Total 38717:							163.96
<b>38718</b>							
04/25	04/25/2025	38718	<b>Colorado Analytical Laboratorie</b>	Testing Ammonia Nitrogen/WWTP	03-0100-7122	55.00	55.00
04/25	04/25/2025	38718	<b>Colorado Analytical Laboratorie</b>	Testing-BOD-5,TSS/WTP	02-0100-7122	106.00	106.00
04/25	04/25/2025	38718	<b>Colorado Analytical Laboratorie</b>	Testing TOC X6/WTP	02-0100-7122	222.00	222.00
04/25	04/25/2025	38718	<b>Colorado Analytical Laboratorie</b>	Testing-TTHMS, HAA5/WTP	02-0100-7122	220.00	220.00
04/25	04/25/2025	38718	<b>Colorado Analytical Laboratorie</b>	Testing TOC X1/WTP	02-0100-7122	16.00	16.00
04/25	04/25/2025	38718	<b>Colorado Analytical Laboratorie</b>	Testing-IEC,OES/WWTP	03-0100-7122	84.00	84.00
04/25	04/25/2025	38718	<b>Colorado Analytical Laboratorie</b>	Testing-Chlorite/WTP	02-0100-7122	416.00	416.00
04/25	04/25/2025	38718	<b>Colorado Analytical Laboratorie</b>	Testing-Total Cu/Pb/WTP	02-0100-7122	32.00	32.00
04/25	04/25/2025	38718	<b>Colorado Analytical Laboratorie</b>	Testing TOC X5/WTP	02-0100-7122	185.00	185.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>38725</b>							
04/25	04/25/2025	38725	Equipmentshare.com inc	Backhoe Repair/WWTP	03-0100-7122	5,276.58	5,276.58
Total 38725:							5,276.58
<b>38726</b>							
04/25	04/25/2025	38726	Ewing Irrigation & Landscape S	Mound Clay/P&R	01-0208-7150	157.14	157.14
Total 38726:							157.14
<b>38727</b>							
04/25	04/25/2025	38727	FEDEX	Transport Samples/WTP	02-0100-7150	23.89	23.89
04/25	04/25/2025	38727	FEDEX	Transport Samples/WWTP	03-0100-7150	23.89	23.89
04/25	04/25/2025	38727	FEDEX	Transport Samples/WTP	02-0100-7150	14.66	14.66
04/25	04/25/2025	38727	FEDEX	Transport Samples/WWTP	03-0100-7150	14.66	14.66
04/25	04/25/2025	38727	FEDEX	Transport Samples/WTP	02-0100-7150	39.50	39.50
04/25	04/25/2025	38727	FEDEX	Transport Samples/WWTP	03-0100-7150	39.50	39.50
Total 38727:							156.10
<b>38728</b>							
04/25	04/25/2025	38728	Gary Golladay	Personal Reim Oil Change/wtp	02-0100-7122	63.88	63.88
04/25	04/25/2025	38728	Gary Golladay	Personal Reim Oil Change/wwtp	03-0100-7122	63.88	63.88
Total 38728:							127.76
<b>38729</b>							
04/25	04/25/2025	38729	HD Supply Facilities Maintenanc	Janitorial Supplies/P&R	01-0208-7155	440.70	440.70
Total 38729:							440.70
<b>38730</b>							
04/25	04/25/2025	38730	HIGH TIDE TECHNOLOGIES HO	ANNUAL COMMUNICATION RENEWAL	02-0100-7125	522.50	522.50
Total 38730:							522.50
<b>38731</b>							
04/25	04/25/2025	38731	INTERNATIONAL DIOXIDE, INC.	Tote 1 Chlorite/WTP	02-0100-7150	4,014.61	4,014.61
Total 38731:							4,014.61
<b>38732</b>							
04/25	04/25/2025	38732	Interstate Chemical Co.	Citric Acid 1 Tote/WTP	02-0100-7150	6,874.70	6,874.70
Total 38732:							6,874.70
<b>38733</b>							
04/25	04/25/2025	38733	J/M REPAIR FABRICATION AND	Vac Truck Wiring Replacement/WTPM	02-0100-7126	2,509.50	2,509.50
04/25	04/25/2025	38733	J/M REPAIR FABRICATION AND	Vac Truck Wiring Replacement/WWTP	03-0100-7122	7,528.50	7,528.50
Total 38733:							10,038.00
<b>38734</b>							
04/25	04/25/2025	38734	Kelly Spence	Reimbursement on final bill	19-0000-1991	131.83	131.83
Total 38734:							131.83

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>38745</b>							
04/25	04/25/2025	38745	Procom LLC	Pre-Employment Testing/WTPM	02-0100-7126	20.33	20.33
04/25	04/25/2025	38745	Procom LLC	Pre-Employment Testing/WWTP	03-0100-7122	20.33	20.33
04/25	04/25/2025	38745	Procom LLC	Pre-Employment Testing/rds	01-6000-7122	20.34	20.34
Total 38745:							61.00
<b>38746</b>							
04/25	04/25/2025	38746	Public Sector Health Care Grou	Health Ins-April2025/ADM	01-0000-2230	12,853.20	12,853.20
Total 38746:							12,853.20
<b>38747</b>							
04/25	04/25/2025	38747	Pueblo Bearing Service, Inc.	Fuel hose, couplers/WTPM	02-0100-7126	131.88	131.88
Total 38747:							131.88
<b>38748</b>							
04/25	04/25/2025	38748	Pumps & More LLC	Booster Pump/GCM	04-0201-7150	1,420.50	1,420.50
Total 38748:							1,420.50
<b>38749</b>							
04/25	04/25/2025	38749	R & R Products, Inc.	7 Tires/GCM	04-0201-7184	1,096.05	1,096.05
Total 38749:							1,096.05
<b>38750</b>							
04/25	04/25/2025	38750	Robison Construction	Repair Roof WTP/WTP	02-0100-7122	875.00	875.00
Total 38750:							875.00
<b>38751</b>							
04/25	04/25/2025	38751	Special District Assoc of Colo	SDA Regional Workshop Fountain/ADM	01-0100-6320	160.00	160.00
Total 38751:							160.00
<b>38752</b>							
04/25	04/25/2025	38752	TED JOHNSON	FINAL BILL REIMBURSMENT	19-0000-1991	30.61	30.61
Total 38752:							30.61
<b>38753</b>							
04/25	04/25/2025	38753	The Service Center LLC	2002 CHEVY OIL CHANGE/WTP	02-0100-7122	64.62	64.62
04/25	04/25/2025	38753	The Service Center LLC	2002 CHEVY OIL CHANGE/WWTP	03-0100-7122	64.62	64.62
Total 38753:							129.24
<b>38754</b>							
04/25	04/25/2025	38754	The Standard Insurance Compa	Pension Plan Fees-1st Qtrtr/Adm	01-0100-7122	1,088.20	1,088.20
04/25	04/25/2025	38754	The Standard Insurance Compa	457 Plan Fees-1st Qtrtr/Adm	01-0100-7122	250.00	250.00
Total 38754:							1,338.20
<b>38755</b>							
04/25	04/25/2025	38755	US Postmaster	Permit Fee/WTP	02-0100-7150	116.66	116.66
04/25	04/25/2025	38755	US Postmaster	Permit Fee/WWTP	03-0100-7150	116.67	116.67

GL Account	Debit	Credit	Proof
02-0100-7125	1,047.50	.00	1,047.50
02-0100-7126	4,933.05	.00	4,933.05
02-0100-7141	3,680.50	.00	3,680.50
02-0100-7144	81.75	.00	81.75
02-0100-7150	11,584.02	.00	11,584.02
02-0100-7151	546.23	.00	546.23
02-0100-7191	2,404.47	.00	2,404.47
02-0100-7721	3,115.00	.00	3,115.00
03-0000-2110	.00	25,138.50-	25,138.50-
03-0100-6320	1,697.22	.00	1,697.22
03-0100-7122	14,957.91	.00	14,957.91
03-0100-7144	81.75	.00	81.75
03-0100-7150	1,522.49	.00	1,522.49
03-0100-7151	343.34	.00	343.34
03-0100-7191	1,839.79	.00	1,839.79
03-0100-7723	4,696.00	.00	4,696.00
04-0000-2110	.00	10,606.89-	10,606.89-
04-0100-7110	12.21	.00	12.21
04-0100-7191	688.25	.00	688.25
04-0201-6114	445.19	.00	445.19
04-0201-7122	163.96	.00	163.96
04-0201-7150	6,348.60	.00	6,348.60
04-0201-7184	1,392.91	.00	1,392.91
04-0201-7186	1,315.00	.00	1,315.00
04-0201-7191	240.77	.00	240.77
19-0000-1991	162.44	.00	162.44
19-0000-2110	.00	162.44-	162.44-
Grand Totals:	95,767.97	95,767.97-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

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City Recorder: \_\_\_\_\_

Report Criteria:

Report type: GL detail

Check Type = {<>} "Adjustment"

**J/M Repair Fabrication and Machining**

5890 Cedarwood Rd  
Rye, CO 81069 US  
mowerjarod@gmail.com



**INVOICE**

BILL TO  
Colorado City Metropolitan  
4497 Bent Brothers Blvd  
Colorado City Co. 81019

INVOICE 1188  
DATE 04/19/2025  
DUE DATE 04/19/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
INSPECT VAC TRUCK FOR HYD SYSTEM NOT WORKING AND VACUME WILL NOT OPERATE	LABOR	4	175.00	700.00
FOUND ELECTRICAL SYSTEM HAD SEVERAL SHORTS AND BROKEN WIRE IN CONTROL HARNESS FOR VAC CONTROLS	LABOR	4	175.00	700.00
ORDERD NEW TFFN ELECTRICAL WIRE AND REWIRED CONTROL UNIT FROM FRONT OF TRUCK IN THE CAB AND TO CONTR	LABOR	8	175.00	1,400.00
50 FOOT ROLL TFFN ELECTRICAL WIRE / COLOR COATED	ELECTRICAL WIRE	8	75.00	600.00
ELECTRICAL CONNECTORS AND HEAT SHRINKS	ELECTRICAL SUPPLIES	1	250.00	250.00
shop supplies /misc	MISC	1	125.00	125.00
2 WAY AND 3 WAY ELECTRICAL CONTROL SWITCH	SWITCHES	3	17.50	52.50
ISO 32 HYD FLUID 5 GALLON PALE	OIL	3	103.50	310.50
PULLED NEW WIRE THROUGH HARNESS INSTALLED ALL CONECTORS NEEDED SOLDERD AND HEAT	LABOR	8	175.00	1,400.00

**ENTERED**

733187 APR 21 2025  
BY:

03-0100-7122-7528.50  
02-0100-7126-2509.50

TAX	0.00
TOTAL	10,038.00
BALANCE DUE	<b>\$10,038.00</b>

Pay invoice

Customer Number
107065



# INTERSTATE CHEMICAL CO.

PHONE (724) 981-3771 FAX (724) 981-8383

## INVOICE

Date	Invoice #
04/15/2025	607871
Date Shipped	Order #
04/15/2025	598394

### FRAUD ALERT

Our bank information has NOT changed. Please call 800-422-2436 to speak with a member of our credit department if you are asked to change bank information. DO NOT CHANGE BANK REMITTANCE DETAILS.

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INTERSTATE CHEMICAL CO., INC.  
PO BOX 931412  
CLEVELAND , OH 44193-1573

Date Due:
05/15/2025

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COLORADO CITY METRO DIST.  
P.O. BOX 20229  
COLORADO CITY , CO 81019-

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COLORADO CITY METRO DIST.  
5600 CUERNO VERDE BLVD.  
COLORADO CITY , CO 81019-

Customer PO #		FOB Remark	Freight Charges	Vendor Code	
73273		DESTINATION	PREPAID		
Requisition #		Payment Terms	Ship Via	Sales ID	
		NET 30	ALPONT LTL	302	
Units	Package	Description	Total Quantity	Unit Price	Amount
1.00	2,806 lb F TOTE	CITRIC ACID 50% NSF 30190-BINF2 Lot: 30190-BINF2-BWO-3341	2,806.00/lb	2,4500 /lb	\$6,874.70

SALES TAX EXEMPT (98-04844)

0.00

**ENTERED**

APR 18 2025

BY: \_\_\_\_\_

Seller represents that with respect to the production of the articles and/or the services covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended.  
Price effective on date of shipment and product subject to availability at time of shipment unless otherwise agreed to in advance in writing.

Total: **\$6,874.70**

(PLEASE PAY THIS AMOUNT)

Interstate Chemical accepts the following forms of payment for charges incurred. Checks, Money Orders, Money Wires, ACH Transfers and the following Major Credit Cards: (Visa, MC, Discover and Amex). Effective January 1, 2023 the surcharge will increase from 2.50% to 2.60% on all credit card payments, which is not greater than our cost of acceptance. We do not surcharge Debit or Prepaid Cards.

A LATE FEE OF 1 1/2 % PER MONTH (18% PER ANNUM) WILL BE APPLIED TO ALL LATE PAYMENTS

**JOBSITE**

Colorado City Metropolitan District  
 PO Box 20229  
 Colorado City, CO 81019

**CUSTOMER**

Colorado City Metropolitan District  
 PO Box 20229  
 Colorado City, CO 81019

**RENTAL BRANCH**

Colorado Springs, CO - Core Solutions  
 8026 Iron Tower Ct  
 Colorado Springs, CO 80939  
 719-654-1661

**Invoice**

**INVOICE #** 4922550-000  
**INVOICE DATE** Mar 31st, 2025  
**PO #** 73202  
**ACCOUNT #** 147033  
**SALESPERSON** Jacob Walrath

**Invoice Total: \$5,276.58**

**TERMS** Net 30  
**REMIT TO** EquipmentShare.com, Inc  
 PO Box 650429  
 Dallas, TX 75265-0429

**Sales/Misc Items**

Description	Qty	Unit Price	Tax	Amount
Cylinder Rebuild	2	\$1,500.00	0.000%	\$3,000.00
-10 JIC Straight, Male, Hydraulic Hose Fitting	2	\$66.96	0.000%	\$133.92
-10 Hydraulic Hose	1.5	\$42.44	0.000%	\$63.66
Labor	10	\$198.00	0.000%	\$1,980.00
5% MISC Supplies	0.05	\$1,980.00	0.000%	\$99.00

**Invoice Memo**

JI Case 580 Super K

S/N: JJG075377

Complaint: Multiple leaks on cylinders

Cause: wear and tear, customer requested service

Correction: Drove to unit. Remove cylinders for rebuild, then drove back to reinstall. Remove damaged hoses, make new, and install.

Machine has multiple leaks that are not addressed yet, we only repaired the bucket curl cylinder and RH outrigger cylinder and one hose on loader, per customer request.

**Subtotal** \$5,276.58  
**Total Tax** \$0.00  
**Invoice Total** \$5,276.58

WTP / WTP  
  
 APR 10 2025

**INVOICE NOTES**

Please remit payment at your earliest convenience. For any questions regarding this invoice, please contact [invoicing@equipmentshare.com](mailto:invoicing@equipmentshare.com) or call 573-283-8181 for assistance.

A 1.5% finance charge will be computed on all invoices 30 days or more past due, which is an annual percentage rate of 18%. Thank you for your business!

03-0100-7122-527658  
 BY: \_\_\_\_\_

Colorado Natural Gas  
4/21/2025

Location	Amount	Account #	Meter #	GL	LAST MONTH	2024
Golf Course Maint	240.77 ✓	2025840	10N157258	04-0201-7191	408.08	169.8
W&S Main. Shop	577.83 ✓	2025845	08K308830	02-0100-7191	728.56	257.5
W&S Main. Shop	577.83 ✓	2025845	08K308830	03-0100-7191	728.56	257.51
Wastewater Plant	216.96 ✓	2025846	10N157263	03-0100-7191	288.35	130.94
Pro Shop	688.25 ✓	2025853	10N098566	04-0100-7191	1013.98	391.99
Administration Office	358.11 ✓	2025855	14Y180767	01-0100-7191	544.39	239.21
Cold Springs	653.98 ✓	2025860	10N157211	02-0100-7191	762.1	485.06
Water Treatment Plant	1172.66 ✓	2025861	10N157197	02-0100-7191	1363.8	729.18
Pool	55.4 ✓	2025863	A0218102	01-0207-7191	53.76	54.86
Recreation Center B	210.16 ✓	2025867	09L247928	01-0203-7191	288.64	144.4
Recreation Center A	227.16 ✓	2025865	06H370268	01-0203-7191	288.14	114.04
	4979.11				6468.36	2974.49

**ENTERED**

APR 21 2025

BY: 

Rate Number	Rate Description	Service	Number of Customers	Number of Units	Base/Minimum	Excess Amount	Adjustments	Total Amount	Quantity Billed
101	Water 3/4" Meter-Single Family	WTR	1,086	1,087.0000	39,232.76	24,702.39	135.32	64,070.47	3,160,201.0000
102	Water 1" Meter-Single Family	WTR	8	8.0000	344.08	176.50	.00	520.58	23,143.0000
111	Water 3/4" Meter-Multi Family	WTR	3	3.0000	112.11	152.37	.00	264.48	19,977.0000
112	Water 1" Meter-Multi Family	WTR	3	3.0000	129.03	99.00	.00	228.03	12,980.0000
113	Water 1 1/2" Meter-Multi Family	WTR	5	5.0000	285.25	1,121.64	.00	1,406.89	147,060.0000
121	Water 3/4" Meter-Commercial	WTR	36	36.0000	1,346.80	988.50	.00	2,335.30	91,054.0000
122	Water 1" Meter-Commercial	WTR	16	16.0000	710.56	3,708.67	.00	4,419.23	341,625.0000
123	Water 1 1/2" Meter-Commercial	WTR	4	4.0000	236.60	154.92	.00	391.52	14,271.0000
124	Water 2" Meter-Commercial	WTR	6	6.0000	307.48	1,348.41	.00	1,655.89	124,209.0000
126	Water 4" Meter-Commercial	WTR	3	3.0000	620.82	3,039.96	.00	3,660.78	280,025.0000
130	Water 3" Bulk	WTR	1	1.0000	.00	5,772.10	.00	5,772.10	400,840.0000
199	Water - Non-Bill Rate	WTR	1	1.0000	.00	.00	.00	.00	136,350.0000
301	Sewer - 3/4" Single/Multifamily	SWR	994	994.0000	44,978.83	3,457.72	153.35	48,283.20	3,104,288.0000
302	Sewer - 1" Single/Multi Family	SWR	10	10.0000	456.40	62.62	.00	519.02	41,012.0000
303	Sewer - 1 1/2" Single/Multi Famil	SWR	5	5.0000	228.20	707.85	.00	936.05	123,790.0000
321	Sewer - 3/4" Commercial	SWR	30	30.0000	564.30	590.72	.00	1,155.02	72,303.0000
322	Sewer - 1" Commercial	SWR	14	14.0000	263.34	1,198.63	.00	1,461.97	146,709.0000
323	Sewer - 1 1/2" Commercial	SWR	4	4.0000	75.24	171.88	.00	247.12	21,038.0000
324	Sewer - 2" Commercial	SWR	3	3.0000	56.43	951.85	.00	1,008.28	116,505.0000
326	Sewer - 4" Commercial	SWR	3	3.0000	56.43	1,573.26	.00	1,629.69	192,565.0000
340	Sewer - Rye 8" Meter	SWR	1	1.0000	.00	1,235.33	.00	1,235.33	136,350.0000
701	WWTP Dola Loan Debt Fee	DLF	1,063	1,063.0000	1,644.97	.00	4.25	1,640.72	.0000
801	WWTP Loan Debt Fee	LDF	1,063	1,063.0000	1,360.26	.00	3.52	1,356.74	.0000
1301	Misc	MSC	8	8.0000	.00	175.00	25.00	200.00	.0000
1801	Penalty	PEN	105	105.0000	520.00	77.41	41.74	555.67	.0000
1901		RCF	3	3.0000	.00	.00	50.26	50.26	.0000
Grand Totals:			4,478	4,479.0000	93,529.89	51,466.73	7.72	145,004.34	8,706,295.0000

~~4214545  
3102 Bulk~~

~~4217647  
428526 Sewer~~

~~4646173  
279008 water~~

~~4925181  
43610 Golf course~~

~~4968791~~

4214545 NW  
130095 - Bulk

4344640  
428526 Sewer

4773166  
279008 water

5052174  
43610 GC

5095784

Per Billing Summaries from Utility Billings 202

	02-01-00-5110	03-01-00-5110	02-01-00-5601	03-01-00-5201	03-02-00-5110	03-02-01-5110	Town of Rye	TOTAL
January	<u>Water Fees</u>	<u>Sewer Fees</u>	<u>Water AOS</u>	<u>Sewer AOS Late</u>	<u>DOLA Loan Fee</u>	<u>Sewer Dola Loan Fee</u>		
February	87,292.44	60,369.41			1,635.74	1,352.63	3,954.72	154,604.94
March	86,781.41	58,819.94			1,635.71	1,352.61	2,786.28	151,375.95
April	84,589.95	56,629.03			1,644.97	1,360.26	1,235.33	145,459.54
May								
June(AOS)								
June								
July								
August								
September								
October								
November								
December								
Total	258,663.80	175,818.38			4,916.42	4,065.50	7,976.33	451,440.43

Per Billing Summaries from Utility Billings 2023

	02-01-00-5110	03-01-00-5110	02-01-00-5601	03-01-00-5201	03-02-00-5110	03-02-01-5110	Town of Rye	TOTAL
	<u>Water Fees</u>	<u>Sewer Fees</u>	<u>Water AOS</u>	<u>Sewer AOS Late</u>	<u>DOLA Loan Fee</u>	<u>Sewer Dola Loan Fee</u>		
January	56,793.52	53,942.13			1,589.59	1,314.47	3,954.72	117,594.43
February	52,222.58	50,608.47			1,593.50	1,317.70	1,486.93	107,229.18
March	55,200.93	50,262.58			1,599.35	1,322.53	1,389.37	109,774.76
April	64,318.60	50,875.60			1,612.51	1,333.44	1,760.98	119,901.13
May	78,225.32	50,545.04			1,609.82	1,331.20	1,513.59	133,224.97
June(AOS)			165,869.60	116,101.80				
June	96,062.50	50,450.16						281,971.40
July	107,441.60	50,155.77			1,614.65	1,335.20	1,242.27	150,704.78
August	128,561.22	63,843.33			1,621.35	1,340.72	1,271.38	161,830.82
September	107,745.25	51,002.36			1,623.00	1,344.69	2,259.59	197,631.83
October	81,891.03	51,404.65	(53.30)		1,624.37	1,345.83	1,441.52	163,106.03
November	63,938.95	51,422.69	(53.30)		1,630.24	1,350.66	2,290.98	138,514.26
December	57,783.13	50,037.91	(53.30)		1,631.80	1,351.98	2,153.54	120,445.66
Total	950,184.63	624,550.69	165,656.40	116,101.80	19,382.49	16,040.81	21,982.76	1,913,899.58

The district was informed that you were digging to connect to the existing water meter that was not inspected by any of our employees, In August of 2023. It was brought to our attention that the water was turned on without notification to the office that you wanted service and there was an amount that was shown used from the time that the meter was shut off for the resident house being blown up and you coming to the office to request, In November of 2023 for service. The Meter and meter pit are Colorado City Metropolitan District (CCMD) and is not to be accessed by anyone, Except CCMD employees.

There was a letter that was sent out to both the residents in Ramah and PO Box on the account that water would be shut off. Neither of the letters were collected and signed to explain the violations to the put in and connection to the water system.

We were able to hand deliver it to you on your driveway when you informed me "GET OFF MY PROPERTY". We were contacted by a lawyer that stated he was representing you regarding this matter. He had asked for an extension to the 15<sup>th</sup> of April which had been granted to resolve the issues that were of concern to the District. The lawyer was contacted by our attorney April 11<sup>th</sup> at which time he stated that he was no longer representing you in this matter.

We then sent the last letter to inform you that the water would be shut off on May 5 that was registered mailed to the Ramah, CO address and was posted on the Property right of way at the entrance to the property. We are still in need of:

1. Exposing of Waterline that was not inspected by the district.
2. Exposing of connection to Septic and Inspection of the tank due to explosion not completed.
3. Allowing Colorado City Metropolitan District access on property for inspections.

All this is addressed in the letter dated April 23,2025 to meet the Rules and Regulation of the District.



## Colorado City Metropolitan District

April 23, 2025

Sent Via Facebook Messenger to Mordecai Valdez

Posted in Right-of-Way for property:  
Ruben and Mordecai Valdez or Resident  
5309 Cibola Drive  
Colorado City, CO 80109

With a Copy sent via US Mail to:  
Ruben Valdez  
35801 E. Ramah Rd.  
Ramah, CO 80302

Re: FINAL NOTICE Regarding Water Shut Off on May 5, 2025

Dear Mr. Valdez or Resident:

- **You are hereby informed that Colorado City Metropolitan District will shut off water service to the Property located at 5309 Cibola Drive, Colorado City, CO 8019 on or after May 5, 2025, for violation of District Rules and Regulations, per Sec. 32-1-1006(1)(d), C.R.S. and District Rules 12.2 and 12.4.**
- **You are hereby advised to secure bottled water or make other arrangements before May 5, 2025 as needed for water for health purposes.**
- You may request a hearing before the Board of Directors of Colorado City Metropolitan District on the water shut-off, by submitting a written request for a public hearing to the District Manager, Jim Eccher, at 4497 Bent Brothers Blvd, Colorado City, CO 81019, within ten days of this notice, no later than Saturday, May 3, 2025.
- Alternatively, you may submit a written application no later than Friday, May 2, seeking:
  - Variance to allow for continued use of a septic system (which will require inspection of the septic system by a qualified inspector, submission of a testing report to the District, and submission of plans and inspection of the system by the

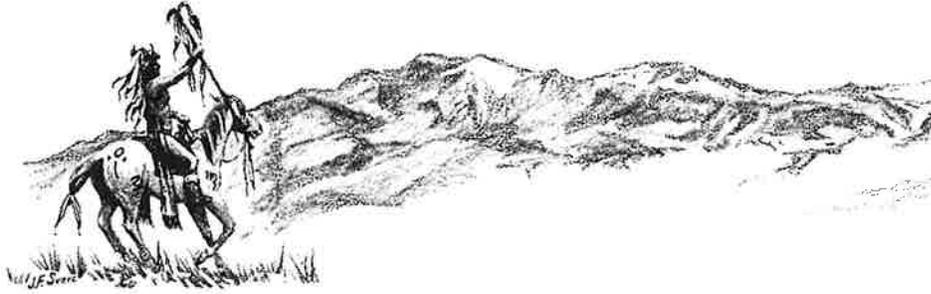
Metropolitan District 72 hours written notice prior to the installation of a new water or sewer tap.

- Rule 5.5 – Water tap limited to building described in permit.
- Rule 6.3 & 6.5 – requirements for inspections and installations.
- Rule 9.4, Rule 9.7.2 – requirements to submit plans.
- Rule 11.1 & Rule 11.2 – requirements related to inspections.
- Rule 9.11 and 12.1 –
  - o 12.1 states “Prohibitions: No unauthorized person shall turn on service from, uncover, make any connection or reconnection with, opening into, extend, use, alter, or disturb any public water or sewer main facilities or appurtenances, or fail to comply with these Rules and Regulations, or construct a main line extension without first obtaining a written permit from the District, paying all applicable fees and charges and complying with all applicable Rules and Regulation of the District.”

The District has attempted to work with you to resolve the violations of the Rules and Regulations of Colorado City Metropolitan District (the “District”), in an attempt to avoid shut off, as follows:

- On May 5, 2025, the District provided written notice of the intent to terminate the temporary water service and shut off the water because you had applied for a water tap for a residential single-family home and had failed to build such a home and because the water use was in violation of District Rules requiring a variance. The notice indicated that you may request a public hearing before the Board on the proposed shut-off within ten days of receipt of the notice. No such written request for public hearing was submitted. As a courtesy, we are providing you with one additional chance to request a public hearing by the deadline stated above.
- The notice also stated that the water would be shut off if no variance request was received within 30 days of the notice. For a time, you were represented by an attorney, Benjamin Whitney at Robinson and Henry, P.C., who requested that the District extend the timeline for submitting a request for a variance, and the deadline was extended until April 15, 2025. No variance application was received by the extended deadline, or as of the date of this letter.
- The District’s general counsel attorney, Carolyn Steffl of Dietze and Davis, P.C., spoke with Benjamin Whitney several times and communicated with him via email to explain the Rules which were currently being violated and the reason why a variance application was required and to attempt to reach a resolution. We understand that you are no longer represented by Mr. Whitney. If you have another attorney, please let us know.

At this time, the current water service to the District poses public health threats, which must be addressed, and is inconsistent with District Rules, including: a) we believe you are using a septic tank that pre-dates the loss of your home by explosion and needs to be inspected to ensure that it



**Colorado City Metropolitan District**

August 30, 2024

Sent Via Certified Mail:

Ruben Valdez  
PO Box 19891  
5309 Cibola Drive  
Colorado City, CO 81019

With a copy sent via US Mail to:

Ruben Valdez or Resident  
5309 Cibola Drive  
Colorado City, CO 81019

Re: Water Shut Off On Property (5309 Cibola Drive)

Dear Mr. Valdez or Resident:

I'm writing you about your use of District water at 5309 Cibola Dr, Colorado City, CO 81019 (the "Property"). After your home was tragically destroyed, the District granted you temporary water services while you were working on re-building a home on the Property. However, the District recently became aware that you no longer intend to re-build a home on the Property, which would have been connected to the District Sewer System. Instead, we understand that you intend to continue living in a trailer and converted out-building and using a septic tank. Your change of intention to no longer re-build a home will cause the District to revoke your temporary water usage unless you are granted a variance.

Rule 5.10.1. states that "No tap shall be issued without an applicant's establishing to the satisfaction of the District administration that construction of a residential or commercial building will commence within 1 year following the date of application or that water will be put to a beneficial use in some capacity within such 1 year period." At this point, there is no longer an understanding that a building will be built within a year. In addition, per Rule 4.4, all properties in the District must be connected to the District sewer system unless the Board approves a variance. Plans for any structure other than a single-family residence to receive water services must be submitted to the District by filing a service permit application and paying the applicable fees. No such plans have been filed. Applications must include the building requirements for potable water, fire protection, and sewer services.



# PROJECT DONORS

## APPLICATION SCOPE OF WORK

Source of Funds (CASH)	Date Secured	Needed Funds	Pending	Matching Funds
CDOLA	TBD	\$1,000,000.00	\$1,000,000.00	\$0.00
OEDIT Outdoor Recreation Grant	11/2022	\$0.00	\$0.00	\$100,000.00
Pueblo Board of County Commissioners	11/2022	\$0.00	\$0.00	\$150,000.00
Colorado City Metro District	01/2023	\$0.00	\$0.00	\$50,000.00
Valley First	12/2022	\$0.00	\$0.00	\$1,000.00
CDOT	01/2023	\$0.00	\$0.00	\$248,000.00
Pueblo Department of Public Health and Environment	01/2023	\$0.00	\$0.00	\$4,000.00
Committed donations from community businesses	03/22-12/22	\$0.00	\$0.00	\$95,050.00
El Pomar	04/2023	\$0.00	\$0.00	\$20,000.00
Kyle Clark Word of Thanks	04/2023	\$0.00	\$0.00	\$31,218.00
Rawlings Foundation	04/2023	\$0.00	\$0.00	\$25,000.00
Anschutz Foundation	05/23	\$0.00	\$0.00	\$5,000.00
Colorado Health Foundation	08/23	\$0.00	\$0.00	\$25,000.00
Jane Muesser Fund	TBD	\$0.00	\$35,000.00	\$0.00
MLB	TBD	\$0.00	\$50,000.00	\$0.00
Daniel's Fund	TBD	\$0.00	\$300,000.00	\$0.00
CPW	TBD	\$0.00	\$1,100,000.00	\$0.00
<b>TOTAL SOURCE OF FUNDS</b>	<i>subtotal</i>	\$1,000,000.00	\$2,485,000.00	\$754,268.00
				<b>\$3,485,000.00</b>

Use of Funds (CASH)	Description	Missing Funds	Matching Funds	Total Funding
<b>Category: Multi-Use Field</b>				
Turf Installation	Turf installation	\$505,000.00		\$505,000.00
Concession Pad	Concession Pad		\$96,000.00	\$96,000.00
Excavation and Land Prep	Ready the dirt for the turf installation		\$100,000.00	\$100,000.00
Bleachers	Two sets of bleachers for attendees		\$50,000.00	\$50,000.00
Benches	Installation of players benches for both sides of the field		\$2,000.00	\$2,000.00
Equipment Shed	Shed to store the field goals, field markers, turf machine		\$25,000.00	\$25,000.00
Landscaping	rocks and shrubs to surround the field		\$30,000.00	\$30,000.00
Scoreboard	Scoreboard		\$15,000.00	\$15,000.00
Field Goals	Multiuse field goals		\$4,000.00	\$4,000.00
ADA Accessible Wheelchair Ramp	ADA Accessible Wheelchair Ramp		\$33,000.00	\$33,000.00
Finish Track	fix cracks and spray top coat	\$258,500.00	\$241,500.00	\$500,000.00
<b>Category: Baseball Field</b>				
Turf Installation	Turf installation	\$218,500.00	\$91,500.00	\$310,000.00
Excavation and Land Prep	Ready the dirt for the turf installation		\$45,000.00	\$45,000.00
Land Survey	Surveying and marking of the pins of the field		\$11,000.00	\$11,000.00
Bleachers	Attendee bleachers x 2 sets		\$25,000.00	\$25,000.00

April, 21 2025

Board of Directors:

As many of you are aware my mother Lavonne passed in February. I have attached a post to that effect. She had struggled with dementia and left the water on in the summers when she was "helping." I have made my monthly agreed payment, until I was wrongfully detained a month after her death. I will defend that action.

I reached out to Jim and received an earful. He has always been short and unprofessional with me. It was out of my control that I was not able to make that payment. I was detained. Had I not been an attorney for 20 years I would likely still be there. I handwrote a deed of trust and a notary delivered it to the judge. I had offered 100.00 when I was released on the 9<sup>th</sup> and then the 200 on the 15<sup>th</sup>. He refused. Attached is the receipt of that payment.

He does not respond to my emails and I would prefer all communication with him be in writing because of his demeanor, tone and language. Due to her passing there will no longer be excessive billing due to water being left on. This was acknowledged by the reports you ran that she left the water run for hours and almost half-days at a time.

I am requesting that the water be restored.

Sincerely,

*Jessica Hoff*

Jessica Hoff



Posts



also speak up. Thank you.

I love you always, mom.

Love Jessie 💕



Like



Comment



Send

[emojis] Linda M Rees + 7

Most relevant ▾



**Betty Kelleher**

I am so sorry for your loss. Such a tragedy. I pray God's comfort for you.

1h Like Reply



**Linda M Rees**

Write a comment...



1:56

79%



Posts



## Greenhorn Valley Community Page



★ Rising contributor Jessica Hoff · 1h · 🌐

I am writing to a community that my mother Lavonne Hoff loved. I am posting to restore her beautiful memory and as a platform so that my voice may not be silenced.

As many are aware she passed on Feb 3rd. She passed from complications of an upper respiratory infection treated at urgent care 2 days prior; dementia; white brain disease and recent episodes of a low heart rate of 37. Her body was disturbed after the fact, as a forensic expert will attest to. I believe they were trying to wake her and she had very thin skin a frail body.

I will not comment beyond my post today, nor will I likely read community comments. I will defend myself publicly through this post and in a court of law should the case not be dismissed.

I was in court at the time of her death. This was at least the 10th reset in my attempt to secure a pacfa license. It was reset, as you can pull the transcript, due to the pacfa agent not responding to the DA's voicemails for over three weeks. I asked for a continuance as we were both very sick. I was told I had to be there. I appeared with a mask.

Prior to my mother's death there were no findings of an aggressive dog, nor neglect and no charges brought. PACFA, animal control and social services

Write a comment...





**NEW**

SEE ALL

---



Yahoo Mail: Search, Organize, Conquer

Re: Jessica Hof

---

From colocityreception@ghvalley.net <colocityreception@ghvalley.net>

Date Thu 4/10/2025 8:14 AM

To colocitymanager@ghvalley.net <colocitymanager@ghvalley.net>

Cc Natasha Goldberg <colocityap@ghvalley.net>; Cristy Adams <colocityfinance@ghvalley.net>

Below statement on her account under collection comments. Sandi

On 2025-04-09 15:52, colocitymanager@ghvalley.net wrote:

I received a call this afternoon that has been released from jail and wanted her water turned back on. I expressed to her that she has not honored her payment plan and for the second time and would need to pay the total amount in full before we can turn it back on. She wanted to give me \$100 dollars now and \$300 in a couple of weeks, I explained that this has gone on to long as is not making any head way on amount that is owed. If you would place this in her file in caselle.

Thank you

*James P Eccher  
District Manager  
Colorado City Metropolitan District  
4497 Bent Brothers Blvd  
PO Box 20229  
Colorado City CO 81019  
719-676-3396 Office  
719-569-5816 Cell*

←  Robert



law in your brief.

File something to that effect.

Tristan's out of town, so you're my associate attorney until further notice.

Call Shelly in my



Robert



WORKING ON THE  
Nigerian case so I  
don't have time.

I told Shelly to set  
you up on payroll  
today. We pay the  
1st and the 15th.

OK 