

AGENDA

CITY COUNCIL REGULAR MEETING

May 10, 2022

5:00 PM, City Council Chambers
427 Rio Grande Place



ZOOM

<https://zoom.us/j/95404403444?pwd=MGJ2WkhybEdlamQ3dDg4WWtsdytWUT09>

Passcode: 81611

Or One tap mobile :

US: +13462487799,,95404403444#,,,,*81611# or

+16699006833,,95404403444#,,,,*81611#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1

929 205 6099 or +1 301 715 8592

Webinar ID: 954 0440 3444

Passcode: 81611

International numbers available: <https://zoom.us/u/ak8fPOh zr>

I. CALL TO ORDER

II. ROLL CALL

III. SCHEDULED PUBLIC APPEARANCES

III.A. Swearing in of Officer Ethan Oster

IV. CITIZENS COMMENTS & PETITIONS

(Time for any citizen to address Council on issues NOT scheduled for a public hearing. Please limit your comments to 3 minutes)

V. SPECIAL ORDERS OF THE DAY

a) Councilmembers' and Mayor's Comments

b) Agenda Amendments

c) City Manager's Comments

d) Board Reports

V.A. Arbor Day Proclamation

VI. CONSENT CALENDAR

(These matters may be adopted together by a single motion)

- VI.A. Resolution #035 & #063, Series of 2022 - Storm Line Change Order & Construction Inspection Contract-Paepcke Transit Hub Project
- VI.B. Resolution #062, Series 2022 - Parks and Recreation Naming Policy
- VI.C. Resolution #064, Series of 2022 - Rio Grande Elevator Modernization Project
- VI.D. Resolution #066, Series of 2022 - Purchase and Delivery of Streetlights at Roundabout
- VI.E. Resolution #067, Series of 2022 - Professional Services Agreement - Interim IT Director Services
- VI.F. Board Appointments
- VI.G. Draft Minutes of April 26th & May 4th

VII. NOTICE OF CALL-UP

VIII. FIRST READING OF ORDINANCES

- VIII.A. Ordinance #11, Series of 2022 - Municipal Code Revision - Trails

IX. PUBLIC HEARINGS

X. ACTION ITEMS

- X.A. Food Trucks Discussion

XI. ADJOURNMENT

PROCLAMATION

City of Aspen, Colorado

Incorporated 1881

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, This holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world; and

WHEREAS, Trees reduce the erosion of our precious topsoil, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other products; and

WHEREAS, Trees in our city increase property values, enhance the economic vitality of business areas, beautify our community, and are a source of joy and spiritual renewal; and

WHEREAS, The City of Aspen has been recognized as a Tree City USA by the National Arbor Day Foundation; and

NOW THEREFORE LET IT BE RESOLVED, that the Mayor, City Council, and the citizens of Aspen hereby proclaim May 21st, 2022 as

ARBOR DAY

In the City of Aspen, and we urge all citizens to support effort to care for our trees and woodlands, and to support our city's community forestry program for this and future generations.

Attest: _____
Nicole Henning, City Clerk

By order of the City Council
this 21st day of May 2022

Mayor Torre



MEMORANDUM

TO: Mayor and Council

FROM: Michael Horvath, PE, Project Manager

THRU: Tricia Aragon, PE, City Engineer
Scott Miller, Director of Public Works
Pete Rice, PE, Deputy City Engineer

DATE OF MEMO: May 3, 2022

MEETING DATE: May 10, 2022

RE: Council Meeting - Paepcke Transit Hub Project Construction Contracts

REQUEST OF COUNCIL: Staff is recommending approval for the construction inspection contract with Phil Vaughan Construction Management, Inc for the Paepcke Transit Hub in the amount of \$163,849 and a change order to the construction contract with Gould totaling \$238,840.

SUMMARY: Council approved a contract with Gould Construction on March 8, 2022, for the construction of the Paepcke Transit Hub Project. Since that time, staff have discovered a failing section of stormwater pipe adjacent to the project. Staff is requesting Council approve a change order to the Gould construction contract to include replacement of the failing section of pipe.

Staff is also requesting Council approve the construction inspection contract for the project which includes the daily construction inspections, construction logs, quality control, and other items related to construction and inspections.

BACKGROUND: The Paepcke Transit Hub project seeks to improve access, comfort and safety for users of transit, bike share, car share and pedestrian/cycling options at one of the busiest locations in Aspen. Specifically, the Paepcke Transit Hub project will:

- Create a safer inbound transit stop on Garmisch Street by providing a formal bus stop and supporting pedestrian connections.
- Create safer pedestrian crossings at intersections at or near Highway 82 and Garmisch Street by improving the geometric design of pedestrian routes, the visible site lines between vehicles and pedestrians and pedestrian crossing indications.
- Create a safer, more comfortable transit stop for outbound passengers at Aspen’s second busiest outbound bus stop by providing a shelter, real time transit signage, trash receptacles and other amenities.



- Provide power to the car and bike share stations, allowing for the installation of an electric car share vehicle and electric bikes at this key location as well as increased bike share capacity.

Several areas near the outbound bus stop need improved slopes to convey storm water properly. During rain events or a snowmelt period, considerable amounts of water pool near the outbound bus stop creating unsafe and uncomfortable conditions. Pedestrians need to walk through water and ice during several periods of the year making it difficult to load buses. The project plans to improve the stormwater system in the vicinity of the proposed surface improvements.

This project was designed in 2020 & 2021, with extensive outreach to the community. Council approved the design in 2021. Gould Construction was chosen as the construction contractor and the contract was approved by Council on March 8, 2022.

DISCUSSION: As part of the entire Paepcke Transit Hub project budget that was reviewed and supported by Council on March 8, 2022, there was a line item for Construction Inspections for \$163,849 with Phil Vaughan Construction Management, Inc. (PVCMI). The budget allocated for construction services was presented during the March 8th meeting for Council to review the overall project cost.

Staff recommends PVCMI for this portion of the project because they have successfully performed the construction inspection on multiple past City projects including the Hallam Street project, where the City upgraded existing bus stops with shelters, reconfigured traffic lanes, added a multimodal path, improved the pedestrian crossing, and upgraded utilities. The Hallam Street project included a comparable scope and project team. PVCMI has also been involved in the design process of the Paepcke Transit Hub project as an advisor to implement constructability and field inspection lessons learned from the Hallam Street project.

Additionally, staff has recently investigated that the section of stormwater pipe connecting to this project and conveying flow under Main Street at the Garmisch and Main intersection has deteriorated to the point of possible failure – the bottom of the corrugated metal pipe has rusted away, exposing the bedding material and leaking water into the ground below the pipe.



Picture 1: Eroding Storm Pipe Under Main Street

Eroding soil beneath Main Street is a significant safety concern, as it can cause potholes, even sinkholes, with little to no warning. Therefore, staff recommends immediate replacement and finds great benefit that a project is already planned in the area. A portion of this pipe was already included in the project design, budget, and construction contract. However, an additional 45 linear feet was determined necessary for replacement and therefore a change order of \$238,840 is requested to replace the additional portion of failing pipe. This addition to the project does not require significant additional design and does not change the above-surface portions of the approved design. This addition to the project will minimally increase the duration of the project and require a single lane closure for 2 weeks.

All the contracts are listed in detail under the FIANCIAL/BUDGET section of this document.

FINANCIAL/BUDGET IMPACTS: Staff recommends that it is in the City’s best interests to award the construction inspection contract to Phil Vaughan Construction Management, Inc. The PVMI contract is within the approved project budget from the March 8th meeting and is included in italics below. The additional budget requested (Change Order 1) from Council for replacement of the failing storm pipe is included in italics as an additional line item to show the new project budget total. Funding for the change order is suggested to be provided from the Stormwater Fund (160 Fund) balance and will be formally requested during the 2022 Fall Supplemental.



Funding:

2022 Paepcke Transit Hub Project: Phase 5	\$1,650,000
2022 Small Lodge Fund	\$79,418
2022 Utility Distribution Maintenance Fund	\$77,364
2022 Electrical Cable Replacement Fund	\$103,520
2022 Spring Supplemental (Transportation Account)	\$685,331
2022 Spring Supplemental (Amp Fund)	\$685,331
2022 Reappropriated Engineering Projects	\$1,133,064
2022 Fall Supplemental (Stormwater Fund)	\$238,840
TOTAL	\$4,652,868

Expenditures

Construction Administration (Design Consultants)	\$45,688
Construction Geotechnical Inspections & Testing (Ground Engineering)	\$18,170
<i>Construction Inspections/Management (Phil Vaughan Construction Management)</i>	<i>\$163,849</i>
Tree Removal (Aspen Tree Service)	\$4,365
Public Outreach (PR Studio)	\$45,975
Construction Contract (Gould Construction)	\$4,000,160
<i>Change Order 1 (Gould Construction)</i>	<i>\$238,840</i>
Contingency (approx. 3%)	\$135,821

TOTAL UP-FRONT COSTS **\$4,652,868**

Reimbursements

CDOT MMOF Grant	\$650,392
CDOT RMS Grant	\$150,000
Main St Bakery Development	\$6,840
RFTA	\$50,000
TOTAL REIMBURSEMENTS	\$857,232

TOTAL AFTER PROJECT REIMBURSEMENTS **\$3,556,796**

ENVIRONMENTAL IMPACTS: The project seeks to increase the usability of the entire corridor for alternative methods of transportation. The improved bus stops and amenities with greater pedestrian connections should upsurge the use and convenience for bus riders in the area. The new paver We-Cycle stations will increase the capacity of the bike share program as well as provide infrastructure for future electrification of the shared bikes. Two electrical vehicle (EV) charging stations will be installed; one for public use and one for Car-to-Go. The EV charging stations will decrease the reliance on fossil fuels and influence individuals towards the use of electrical vehicles. This proposed combination of infrastructure ultimately will produce more multimodal users within the City of Aspen with less reliance and use of fossil fuel vehicles.

RECOMMENDATION: Staff recommends Council approve the Construction Inspection Contract with Phil Vaughan Construction Management, Inc. in the amount of \$163,849 as well as the construction change order to the contract with Gould Construction in the amount of \$238,840.



PROPOSED MOTION: “I move to approve Resolution No. 035 & No. 63, Series of 2022.”

ALTERNATIVES: Staff has explored the below alternative options:

1) The City can postpone the replacement of the eroding stormwater system. This would likely increase eventual replacement costs as the City would be responsible for paying contractor mobilization, traffic control, etc. outside of an existing project. This would also cause an additional period of disruption to the community and Main Street traffic. If the stormwater pipe continues to degrade, it could negatively and severely affect public safety and surrounding infrastructure installed by the Paepcke Transit Hub project. It may also degrade the roadway surface on Main Street prompting an emergency repair, which could have additional costs typical of emergency versus planned projects.

CITY MANAGER COMMENTS: _____

ATTACHMENT A – Construction Inspection Contract

ATTACHMENT B – Construction Change Order Form

RESOLUTION #35
(Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND PHIL VAUGHAN CONSTRUCTION MANAGEMENT, INC. AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a contract for construction management services, between the City of Aspen and Phil Vaughan Construction Management, Inc., a true and accurate copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves that contract for construction management services between the City of Aspen and Phil Vaughan Construction Management Inc., a copy of which is annexed hereto and incorporated herein and does hereby authorize the City Manager to execute said contract on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 10 day of May 2022.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, May 10, 2022.

Nicole Henning, City Clerk

RESOLUTION #63
(Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CHANGE ORDER TO THE PREVIOUS CONTRACT BETWEEN THE CITY OF ASPEN AND GOULD CONSTRUCTION AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CHANGE ORDER ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a change order to the previous contract for the Paepcke Transit Hub Project, between the City of Aspen and Gould Construction, a true and accurate copy of which is attached hereto as Exhibit “A”;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves the Contract Change Order for the Paepcke Transit Hub Project between the City of Aspen and Gould Construction a copy of which is annexed hereto and incorporated herein and does hereby authorize the City Manager to execute said Change Order on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 10 day of May 2022.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, May 10, 2022.

Nicole Henning, City Clerk



CITY OF ASPEN STANDARD FORM OF AGREEMENT

PROFESSIONAL SERVICES

City of Aspen Contract No.: 2022-086.

AGREEMENT made this 2 day of March, in the year 2022.

BETWEEN the City:

The City of Aspen
c/o Sara Ott
427 Rio Grande Place
Aspen, Colorado 81611
Phone: (970) 920-5079

Contract Amount:

Total: \$163,849

And the Professional:

Phil Vaughan Construction Management, Inc.
c/o Phil Vaughan
1038 County Road 323
Rifle, CO 81650
Phone: 970-625-5350

If this Agreement requires the City to pay an amount of money in excess of \$50,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: March 8, 2022

Resolution No.: Reso 34 of 2022

For the Following Project:

Paepcke Transit Hub Construction Inspections

Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work.
Exhibit B: Fee Schedule.

The City and Professional agree as set forth below.

1. Scope of Work. Professional shall perform in a competent and professional manner the Scope of Work as set forth at **Exhibit A** attached hereto and by this reference incorporated herein.
2. Completion. Professional shall commence Work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all Work pursuant to this Agreement shall be completed no later than October 31, 2022. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.
3. Payment. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The hourly rates for work performed by Professional shall not exceed those hourly rates set forth at **Exhibit B** appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed the amount set forth above. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.

Professional may charge the City an additional service charge of 1.5 percent per month of the amount unpaid and undisputed or the maximum percentage allowed by law, whichever is less, if not paid within thirty (30) days after date of invoice receipt by the City.

4. Non-Assignability. Both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Professional of any of the responsibilities or obligations under this Agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.
5. Termination of Procurement. The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.
6. Termination of Professional Services. The Professional or the City may terminate the Professional Services component of this Agreement, without specifying the reason therefor, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement shall become the property of the City. Notwithstanding the above, Professional shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Professional, and the City may withhold any payments to the Professional for the purposes of set-off until such time as the exact amount of damages due the City from the Professional may be determined.

If the City fails to make payments to the Professional of undisputed amount properly due in accordance with this Agreement, the Professional may provide written notice of such failure. If the City fails to make payment within (14) days of receipt of such notice, such failure shall be considered substantial nonperformance and cause for termination or, at the Professional's option, cause for suspension of performance of services under this Agreement. If the Professional elects to suspend services, the Professional shall give an additional seven days' written notice to the City before suspending services. In the event of suspension of services, the Professional shall have no liability to the City for delay for damage caused to the City because of such suspension of services. Before resuming services, the Professional shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Professional's services. The Professional's fees for the remaining services and the time schedules shall be equitably adjusted.

7. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely responsible for its acts and for the acts of Professional's agents, employees, servants and subcontractors during the performance of this contract. Professional shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.

8. Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the wrongful act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

9. Professional's Insurance.

(a) Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

(b) Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurance acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(i) *Worker's Compensation* insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) for each accident, ONE MILLION DOLLARS (\$1,000,000.00) disease - policy limit, and ONE MILLION DOLLARS (\$1,000,000.00) disease - each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.

(ii) *Commercial General Liability* insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(iii) *Comprehensive Automobile Liability* insurance with minimum combined single limits for bodily injury and property damage of not less than *ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate* with respect to each Professional's owned, hired and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the Professional has no owned automobiles, the requirements of this Section shall be met by each employee of the Professional providing services to the City under this contract.

(iv) *Professional Liability* insurance with the minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.

(c) The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.

(d) The certificate of insurance provided to the City shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

(e) Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.

(f) City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(g) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000.00 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.

10. City's Insurance. The parties hereto understand that the City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool. Copies of the CIRSA policies and manual are kept at the City of Aspen Risk Management Department and are available to Professional for inspection during normal business hours. City makes no representations whatsoever with respect to specific coverages offered by CIRSA. City shall provide Professional reasonable notice of any changes in its membership or participation in CIRSA.

11. Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written

representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.

12. Notice. Any written notices as called for herein may be hand delivered or mailed by certified mail return receipt requested to the respective persons and/or addresses listed above.

13. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract. Professional agrees to meet all of the requirements of City's municipal code, Section 15.04.570, pertaining to non-discrimination in employment.

14. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

15. Execution of Agreement by City. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon the City unless duly executed by the Mayor of the City of Aspen (or a duly authorized official in his absence) following a Motion or Resolution of the Council of the City of Aspen authorizing the Mayor (or a duly authorized official in his absence) to execute the same.

16. Worker Without Authorization prohibited – CRS §8-17.5-101 & §24-76.5-101

Purpose. During the 2021 Colorado legislative session, the legislature passed House Bill 21-1075 that amended current CRS §8-17.5-102 (1), (2)(a), (2)(b) introductory portion, and (2)(b)(III) as it relates to the employment of and contracting with a “worker without authorization” which is defined as an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States. As amended, the current law prohibits all state agencies and political subdivisions, including the Owner, from knowingly hiring a worker without authorization to perform work under a contract, or to knowingly contract with a Consultant who knowingly hires with a worker without authorization to perform work under the contract. The law also requires that all contracts for services include certain specific language as set forth in the statutes. The following terms and conditions have been designed to comply with the requirements of this new law.

Definitions. The following terms are defined by this reference are incorporated herein and in any contract for services entered into with the Owner.

1. "E-verify program" means the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is jointly administered by the United States Department of Homeland Security and the social security Administration, or its successor program.

2. "Department program" means the employment verification program established pursuant to Section 8-17.5-102(5)(c).
3. "Public Contract for Services" means this Agreement.
4. "Services" means the furnishing of labor, time, or effort by a Consultant or a subconsultant not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.
5. "Worker without authorization" means an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States

By signing this document, Consultant certifies and represents that at this time:

1. Consultant shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services; and
2. Consultant has participated or attempted to participate in either the e-verify program or the department program in order to verify that new employees are not workers without authorization.

Consultant hereby confirms that:

1. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
2. Consultant shall not enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
3. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program.
4. Consultant shall not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.

If Consultant obtains actual knowledge that a subconsultant performing work under the Public Contract for Services knowingly employs or contracts with a worker without authorization, Consultant shall:

1. Notify such subconsultant and the Owner within three days that Consultant has actual knowledge that the subconsultant is employing or subcontracting with a worker without authorization; and
2. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this section the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the Public Contract for Services with the subconsultant if during such three days the subconsultant provides

information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Consultant violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Owner may terminate this Agreement. If this Agreement is so terminated, Consultant shall be liable for actual damages to the Owner arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.

It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

17. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.

(a) Professional warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Professional for the purpose of securing business.

(b) Professional agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Agreement, or to any solicitation or proposal therefore.

(c) Professional represents that no official, officer, employee or representative of the City during the term of this Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of this Agreement.

(d) In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:

1. Cancel this Purchase Agreement without any liability by the City;
2. Debar or suspend the offending parties from being a Professional, contractor or subcontractor under City contracts;

3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by the Professional; and
4. Recover such value from the offending parties.

18. Fund Availability. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City utilizing state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

19. General Terms.

- (a) It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.
- (b) If any of the provisions of this Agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.
- (c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.
- (d) This Agreement shall be governed by the laws of the State of Colorado as from time to time in effect. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.

20. Electronic Signatures and Electronic Records This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

20. Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Professional respectively and their agents, representatives, employee, successors, assigns and legal representatives. Neither the City nor the Professional shall have the right to assign, transfer or sublet its interest or obligations hereunder without the written consent of the other party.

21. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Professional or City may assign this Agreement in accordance with the specific written permission, any right to claim damages or to bring any suit, action or other proceeding against either the City or Professional because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

22. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

23. Waiver of Presumption. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Agreement.

24. Integration and Modification. This written Agreement along with all Contract Documents shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties. In addition, Professional understands that no City official or employee, other than the Mayor and City Council acting as a body at a council meeting, has authority to enter into an Agreement or to modify the terms of the Agreement on behalf of the City. Any such Agreement or modification to this Agreement must be in writing and be executed by the parties hereto.

25. Authorized Representative. The undersigned representative of Professional, as an inducement to the City to execute this Agreement, represents that he/she is an authorized representative of Professional for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first written above.

CITY OF ASPEN, COLORADO:

[Signature]

By: _____
[Name]

Title: _____

PROFESSIONAL:

DocuSigned by:
Philip B. Vaughan

2B2564B976E547C... [Signature]

By: Philip B. Vaughan

[Name]

Title: President

EXHIBIT A

Phil Vaughan Construction Management, Inc.

1038 County Road 323
Rifle, CO 81650
Phone: (970) 625-5350
Fax: (970) 625-4522
Email: phil@pvcmi.com
Website: www.pvcmi.com

February 7, 2022

Mike Horvath, P.E.
Senior Project Manager
Engineering Department
City of Aspen, Colorado
427 Rio Grande Place
Aspen, CO 81611
Sent via email: mike.horvath@aspen.gov

Dear Mike,

Please find below a proposal for Construction Management as Advisor services for the City of Aspen – Paepcke Transit Hub- Project# 2021-187.

As discussed, PVCMI has an executed professional services contract with the City of Aspen for Construction Management as Advisor services on an as-needed basis via City of Aspen Resolution 2020-008-02.

Please find below the services discussed, with estimated hours noted for each item.

1. Review of project bids and reply back to the City of Aspen
Estimated hours: 8
2. Pre-Construction Meeting and preparation of meeting minutes.
1 total including round-trip travel.
Estimated hours: 10
3. Submittal reviews and comment. 15 hours.
4. Field Observation, attendance at weekly meetings while on-site and preparation of reports.
June 1, 2022 through October 31, 2022
22 working weeks.
5 full days per week including round-trip travel.
110 working days x 14 hours= 1,540 estimated hours.

5. Final walk-through to verify punchlist completion and project closeout including round-trip travel.

Estimated hours: 12

Total Estimated Hours: 1,585 @ \$95/hr.= \$150,575.00

Mileage: 112 trips x 148 miles= 16,576 miles @ \$0.65/mile= \$10,774.00

Total Estimated Copies: \$2,500

Estimated Total Services: \$163,849.00

Additional services:

We propose to provide services on an hourly basis as per the attached PVCMI 2022 Fee Schedule.

Please sign below to approve our proposal. Please also provide invoicing information including purchase order number, name and contact information for the person who will be approving invoices and any other relevant information.

Thank you for the opportunity to serve you. Please contact me if you have questions.

Sincerely,



Philip B. Vaughan
President
Phil Vaughan Construction Management, Inc.

EXHIBIT B

Phil Vaughan Construction Management, Inc.

Fee Schedule City of Aspen- As-Needed Construction Manager as Advisor 2022

Construction Services

Plan Review	\$95.00/hour
Design and Estimation	\$95.00/hour
Meetings/Discussions	\$95.00/hour
Construction Management/ Scheduling	\$95.00/hour
Travel	\$95.00/hour + .65 mile
Out-of-pocket expenses	Cost of expense plus 15%

Miscellaneous Charges

Photocopies 8.5x11	\$0.30/each
Photocopies 8.5x11-color	\$0.75/each
Photocopies 11x17	\$0.40/each
Color 11x17	\$1.25/each
Blackline/Blueline Prints	\$3.00/each 24"x36"
Mylar Sepias	\$24.00/each
Presentation Binding	Cost of expense plus 15%
Color Plots- D size	\$22.00/each
D size scans	\$2.50/each
8.5x11 scans	\$0.35/each
Flash Drives- 8GB	\$43.00/each



Change Order Form

General Information

Vendor	Gould Construction
Change Order Number	1
Date of Issuance	
Project Name	Paepcke Transit Hub
Project Number	50486
Project Completion Date	June, 2023
Project Manager	Mike Horvath
COA Account Code	000.327.81200.57210.50486

Project Information

Description Of Service	Construction of the Paepcke Transit Hub project
Description Of Change Order	Additional Storm Line Replacement

Contract Information

Original Contract Amount	\$4,000,160
Previous Change Order(s)	\$-

Change Order Amount (If Over 50k Change Order To Be Presented To Council For Approval)	\$238,840.00
Final Contract Amount (Including All Change Orders)	\$4,239,000.00
Revised Completion Date	June 2023

Signature

1. Contractor (Required)	
2. Project Manager (Required)	
3. Department Head (Required)	
4. Procurement Officer (Required)	
5. City Attorney (Required Based On Value Of Thresholds)	
6. City Manager (Required Based On Value Of Thresholds)	

Original contract, if applicable all other change orders, and vendor quote for requested change order must be attached to this document.

For additional information: See Procurement Policy “Change Orders And Add Services Request” (page 30).



MEMORANDUM

TO: Mayor and City Council
FROM: Matt Kuhn, Parks and Open Space Director
THROUGH: Austin Weiss, Director of Parks and Recreation
MEMO DATE: April 29, 2022
MEETING DATE: May 10, 2022
RE: Resolution #062: Parks and Open Space Naming Policy

REQUEST OF COUNCIL: Staff request City Council approval of a new Parks and Open Space Naming Policy.

SUMMARY AND BACKGROUND: The Parks and Open Space Department seeks City Council approval of the proposed Parks and Open Space Naming Policy. Currently, a formal and adopted naming policy does not exist for these City of Aspen properties. Staff provided the draft policy to Council within an Informational Memo in February 2022, and did not receive any comments or suggested changes.

The Parks and Open Space staff developed the proposed naming policy in 2009. At that time, the proposed policy was discussed at a work session with the former City Council. We have reviewed the recording from that meeting, and the Council at the time was supportive of the proposed policy. Subsequently, we have found that staff in 2009 prepared a resolution for Council consent, however it does not appear that the policy was formally adopted through resolution.

The following Parks and Open Space Naming policy is exactly as proposed in 2009. This framework provides a linear series of criteria that should be used to vet new park and open space names. It provides clear guidance for preference to names after geographic or common names, and provides some guidance for requests to name parks or open spaces after a person. Ultimately, the proposed policy defers to City Council to approve naming or re-naming parks.

Proposed naming policy:

City of Aspen Parks and Open Space Department Naming Policy

When naming or renaming various properties managed by the City of Aspen Parks and Open Space Department, the naming priorities will be as ranked and stated below:

- 1. Geographic or common usage identification*
- 2. Place or event of historical or cultural significance*
- 3. Natural or geological features*
- 4. A deceased individual/family that has made a significant land contribution to the City of Aspen, when naming has been stipulated as a condition of the donation.*
- 5. A person who has played a large part in protecting a particular parcel of land for public benefit or who has made a significant contribution to the community and has been deceased at least five (5) years.*

Name changes to parks, trails, and open space are generally discouraged, unless the present name causes confusion due to locations of properties with similar names. Renaming creates expense and confusion given the necessity for changing and updating signs, maps, brochures, website information, contact information, police and fire department personnel, and any other venue of information dissemination.

Any citizen or City staff member may submit to the City of Aspen Parks and Open Space Department a written recommendation for the naming or renaming of a property. The City of Aspen Parks and Open Space Department will then assess the appropriateness of the recommendation based upon the above ranking policy and will present the request and recommendations to the City of Aspen City Council for its review and potential approval.

FINANCIAL IMPACTS: There are relatively few direct financial impacts for adopting a naming policy. Indirect impacts include costs associated with changing names where signs, maps, brochures, websites, and other resources need to be revised upon name changes.

ENVIRONMENTAL IMPACTS: None.

ALTERNATIVES: City Council could direct staff to change the proposed policy, or to amend or delete certain conditions.

RECOMMENDATIONS: Staff recommends approval of the Parks and Open Space Naming Policy.

CITY MANAGER COMMENTS:

RESOLUTION #062
(Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,
APPROVING A PARKS AND RECREATION DEPARTMENT NAMING POLICY.

WHEREAS, there has been submitted to the City Council a Parks and Recreation Department Naming Policy regarding naming or renaming various properties managed by the City of Aspen Parks and Recreation Department, a true and accurate copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASPEN, COLORADO:

That the City Council of the City of Aspen hereby approves that Parks and Recreation Naming Policy, a copy of which is annexed hereto and incorporated herein.

INTRODUCED, READ AND AOPTED by the City Council of the City of Aspen on the 10th day of May 2022.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held May 10th, 2022.

Nicole Henning, City Clerk

EXHIBIT "A"

City of Aspen Parks and Recreation Department Naming Policy

When naming or renaming various properties managed by the City of Aspen Parks and Recreation Department, the naming priorities will be as ranked and stated below:

1. Geographic or common usage identification
2. Place or event of historical or cultural significance
3. Natural or geological features
4. A deceased individual/family that has made a significant land contribution to the City of Aspen, when naming has been stipulated as a condition of the donation.
5. A person who has played a large part in protecting a particular parcel of land for public benefit or who has made a significant contribution to the community and has been deceased at least five (5) years.

Name changes to parks, trails, and open space are generally discouraged, unless the present name causes confusion due to locations of properties with similar names. Renaming creates expense and confusion given the necessity for changing and updating signs, maps, brochures, website information, contact information, police and fire department personnel, and any other venue of information dissemination.

Any citizen or City staff member may submit to the City of Aspen Parks and Recreation Department a written recommendation for the naming or renaming of a property. The City of Aspen Parks and Recreation Department will then assess the appropriateness of the recommendation based upon the above ranking policy and will present the request and recommendations to the City of Aspen City Council.

All naming proposals and changes must be adopted by Resolution of City Council.



MEMORANDUM

TO: Mayor Torre and Aspen City Council

FROM: Evan Pletcher, Capital Asset Project Manager

THROUGH: Rob Schober, Capital Asset Director
Blake Fitch, Parking Operations Manager

MEMO DATE: May 2, 2022

MEETING DATE: May 10, 2022

RE: Resolution #064, 2022 Rio Grande Elevator Modernization Project

REQUEST OF COUNCIL:

Please approve Resolution #064, 2022 for the attached contract with TK Elevator Corporation for the Rio Grande Parking Garage Elevator Modernization Project.

SUMMARY AND BACKGROUND:

The Thyssen Krupp elevator (now TK Elevator or TKE) that serves the Rio Grande Parking Garage is original to the parking structure and needs an extensive overhaul. It currently experiences several periods of inoperability per year as its aging parts require replacement. These outage periods are becoming increasingly long due to the difficulty in sourcing components for such an old unit, and recent supply chain issues and labor shortages. This contract serves to gut and replace the worn mechanical components of existing elevator, install a modern elevator car, and smart backend control system. The elevator power unit was successfully replaced earlier this year so that the unit would be operational until this larger modernization project could occur. City Staff met with a representative from TK Elevator to discuss our vision for elevator modernization and received a comprehensive, turn-key bid from them.

DISCUSSION:

Staff closely reviewed the proposal received from TK Elevator and feel that they have present a package that thoroughly addresses Staff's concerns over current elevator functionality and configuration. Staff believes this package will greatly improve the functionality of the elevator and will significantly decrease down time. Included in the proposal is an advanced elevator management software package and controller that will immediately alert City Staff and TK Elevator of elevator issues and provide a suggested maintenance schedule based on elevator usage amounts and patterns. This project required sole-source designation with TK Elevator as it is an original Thyssen Krupp elevator that can only be serviced and updated by TK Elevator Corporation. If approved,

this project will be completed during the 2022 fall off-season to minimize the number of people impacted by the elevator being out of service as much as possible. Staff has also opted to pay the additional fee associated with extended working hours to get this project completed in 3-4 weeks as compared to 5-6 weeks.

FINANCIAL IMPACTS:

- Spending authority was approved for this project as part of the standard 2022 budget process in the amount of \$250,000.
- This project will be funded by the Parking Fund (451).
- Project 51407 – Elevator Replacement has been set up for this project
- If additional funds are required to complete this project they will come from Parking Departmental savings.

A breakdown of anticipated project costs is provided below:

Replacement of Elevator Power Unit (Already Completed) - \$46,963
Elevator Modernization Package - \$199,315
Contingency - \$3,722
TOTAL: \$250,000

ENVIRONMENTAL IMPACTS:

The elevator uses electricity, a renewable resource, as its primary power source. This modernization project will include installation of a lighter elevator car and new mechanical components that should make the elevator more efficient. Following the maintenance schedule provided by the advanced elevator control system will ensure it is working optimally, further improving efficiency.

ALTERNATIVES:

We could not perform the work; however, staff believes that this work is required to maintain the overall functionality and accessibility of the new Rio Grande Parking Garage.

RECOMMENDATIONS:

Please approve Resolution #064, 2022 for the attached contract with TK Elevator Corporation for the Rio Grande Parking Garage Elevator Modernization Project.

CITY MANAGER COMMENTS:

RESOLUTION #064
(Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND TK ELEVATOR CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a contract for the Rio Grande Elevator Modernization Project, between the City of Aspen and TK Elevator Corporation, a true and accurate copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves that Contract for the Rio Grande Parking Garage Elevator Modernization Project between the City of Aspen and TK Elevator Corporation, a copy of which is annexed hereto and incorporated herein and does hereby authorize the City Manager to execute said contract on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 10th day of May 2022.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held on the 10th day of May 2022.

Nicole Henning, City Clerk



**CITY OF ASPEN GENERAL SERVICES AGREEMENT
Project Number: 2022-212**

THIS AGREEMENT made this **25th day of April 2022**, by and between the City of Aspen ("City") and the Contractor identified hereinbelow.

WITNESSETH, that whereas the City wishes to purchase the services described hereinbelow and Contractor wishes to provide said services to the City as specified herein.

NOW THEREFORE, in consideration of the following covenants, the parties agree as follows:

CONTRACTOR

NAME: TK Elevator Corporation
ADDRESS: 695 Lindbergh Dr. #E, Gypsum, CO 81637
CONTACT PERSON: Devin Linden
PHONE NUMBER: 720-289-2256
EMAIL: devin.linden@tkelevator.com

DESCRIPTION OF SERVICE

A complete, turn-key, modernization of the City of Aspen Parking Garage elevator located at 427 Rio Pl. Aspen, CO 81611.

Please see attached proposal for comprehensive project details.

DURATION OF AGREEMENT AND SCHEDULE OF SERVICES TO BE PROVIDED

Agreement valid until December 31, 2022

DESCRIPTION OF AMOUNT, METHOD OR MANNER OF COMPENSATION

Turn-Key project cost: \$187,760.65
ALT 1: Accelerated Overtime Completion Schedule: \$11,554.00

PROJECT TOTAL: \$199,314.65

Payment schedule will be as follows:
Initial progress payment: (50%) \$99,657.33

Material furnished: (25%) \$49,828.66

Total of remaining progress payments:(25%) \$49,828.66

AMENDMENTS TO GENERAL CONDITIONS

None

The parties acknowledge and understand that this Service Agreement is, except as specifically amended hereinabove, subject to all of the terms and conditions set forth in the City of Aspen General Conditions for Service Agreements, a copy of which is appended hereto as Appendix "A" and by this reference made a part hereof.

Having agreed to the above and foregoing, the parties hereto do affix their signatures.

City of Aspen:

By: _____

Title: _____

Date: _____

Contractor:

DocuSigned by:
By:  _____
B589CD3085034FF...

Title: Branch Manager - Rocky Mountains/Eagle

Date: 5/2/2022

EXHIBIT "A"

CITY OF ASPEN GENERAL CONDITIONS FOR SERVICE AGREEMENTS

These General Conditions have been prepared by the City of Aspen to be incorporated by reference into Service Agreements entered into between service providers ("Contractor") and the City of Aspen ("City"). The provisions herein may be interrelated with standard provisions of the Service Agreement customarily used by the City of Aspen to contract for services. A change in one document may necessitate a change in the other.

Any amendments to the following terms and conditions mutually agreed to by the Contractor and the City shall be specifically noted on the Service Agreement.

1. Completion. Contractor shall commence the provision of services as described in the Service Agreement in a timely manner. Upon request of the City, Contractor shall submit, for the City's approval, a schedule for the performance of Contractor's services which shall be adjusted as required. This schedule, when approved by the City, shall not, except for reasonable cause, be altered by the Contractor.

2. Payment. In consideration of the services provided, City shall pay Contractor the amounts set forth in the Service Agreement. Contractor shall submit, in timely fashion, invoices for services performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Contractor within ten days from receipt of the Contractor's billing. Contractor's invoice shall be for the period ending the last day of each month and submitted to the City no later than the 5th day of each month.

3. Non-Assignability. Both parties recognize that this Service Agreement is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Contractor of any of the responsibilities or obligations under this Service Agreement. Contractor shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractor's officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Contractor to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any subcontractor unless agreed to in writing beforehand by the City.

4. Termination. The Contractor or the City may terminate this Service Agreement upon thirty (30) days notice, without specifying the reason therefor, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination.

The City shall have the right to terminate the Service Agreement upon three (3) days notice if Contractor fails to comply with the terms and conditions set forth in Sections 1, 3, 5, 6, 7, 10, 13, 14, 16, 19 or 21. For breach of any other term and condition of the Service Agreement, City may terminate the Service Agreement with ten (10) days prior notice to cure and failure by Contractor to so cure.

No compensation shall be earned after the effective date of the termination. Notwithstanding the above, Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor may be determined.

5. Covenant Against Contingent Fees. The Contractor warrants that s/he has not been employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Service Agreement, that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Service Agreement.

6. Equipment, Materials and Supplies. Unless otherwise agreed to by the City, Contractor shall acquire, provide, maintain, and repair at Contractor's expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the services to be provided in accordance with the Service Agreement.

7. Contract Monitoring. Contractor agrees to allow City to reasonably monitor the services to be provided in accordance with the Service Agreement.

8. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this Service Agreement shall result in, or be construed as establishing an employment relationship. Contractor shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Contractor shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this Service Agreement. The manner and means of conducting the work are under the sole control of Contractor. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Contractor. Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, servants and subcontractors during the performance of this Service Agreement. Contractor shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Contractor and/or Contractor's employees engaged in the performance of the services agreed to herein.

9. Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the wrongful act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor

of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

10. Contractor's Insurance. (a) Contractor agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 9 above. Such insurance shall be in addition to any other insurance requirements imposed by the Service Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 9 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

(b) Contractor shall procure and maintain Workmen's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under the Service Agreement, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for each accident, ONE MILLION DOLLARS (\$1,000,000.00) for each accident, ONE MILLION DOLLARS (\$1,000,000.00) disease - policy limit, and ONE MILLION DOLLARS (\$1,000,000.00) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.

(c) *Commercial General Liability* insurance with minimum combined single limits of One MILLION DOLLARS (\$1,000,000.00) each occurrence and Two MILLION DOLLARS (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(d) 5.3.2.3. *Comprehensive Automobile Liability* insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate with respect to each Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this Section 5.4.2.3 shall be met by each employee of the Contractor providing services to the City under this contract.

(e) If the Service Agreement requires any insurance in addition to that referenced above at subsections (a) and (b), or a particular type of coverage, Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages referenced in the Service Agreement. All insurance coverages shall be procured and maintained with forms and insurance acceptable to the City. All coverages shall be continuously

maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 9 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(f) The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policies required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

(g) The certificate of insurance provided by the City shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify the Service Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

(h) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Service Agreement upon which City may terminate the Service Agreement as provided by Section 4 above, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Contractor to City upon demand, or City may offset the cost of the premiums against monies due to Contractor from City.

(i) City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(j) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Service Agreement, the monetary limitations (presently \$150,000.00 per person and \$600,000 per occurrence) or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.

11. City's Insurance. The parties hereto understand that the City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool. Copies of the CIRSA policies and manual are kept at the City of Aspen Finance Department and are available to Contractor for inspection during normal business hours. City makes no representations whatsoever with respect to specific coverages offered by CIRSA. City shall provide Contractor reasonable notice of any changes in its membership or participation in CIRSA.

12. Waiver of Presumption. The Service Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Service Agreement.

13. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Contractor certifies, by acceptance of the Service Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that vendor or any lower tier participant was unable to certify to this statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.

14. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Service Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

Contractor agrees not to give any employee or former employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Service Agreement, or to any solicitation or proposal therefor.

Contractor represents that no official, officer, employee or representative of the City during the term of the Service Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in the Service Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of the Service Agreement.

In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:

1. Cancel the Service Agreement without any liability by the City;
2. Debar or suspend the offending parties from being a Contractor, vendor, or sub-contractor under City contracts;
3. Deduct from the Service Agreement price or consideration, or otherwise recover, the value of anything transferred or received by the Contractor; and
4. Recover such value from the offending parties.

15. Termination for Default or for Convenience of City. The services contemplated by the Service Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.

16. Fund Availability. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If the Service Agreement contemplates the City utilizing state or federal funds to meet its obligations herein, the Service Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of the Service Agreement.

17. City Council Approval. If the Service Agreement requires the City to pay an amount of money in excess of \$50,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

18. Notices. Any written notices as called for herein may be hand delivered or mailed by certified mail, return receipt requested to the respective person or address listed for the Contractor in the Service Agreement.

19. Non-Discrimination; penalty. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this Service Agreement. Contractor agrees to meet all of the requirements of City's municipal code, Section 15.04.570, pertaining to non-discrimination in employment.

20. City of Aspen Procurement Code. Notwithstanding anything to the contrary contained herein or in the Contract Documents, the Service Agreement shall be subject to the City of Aspen Procurement Code, Title 4, of the Aspen Municipal Code.

21. Compliance With All Laws and Regulations. Contractor shall give all notices and comply with all laws, regulations, and ordinances applicable to the provision of the services contemplated by the Service Agreement. Contractor shall obtain all necessary business licenses and permits, and shall pay all requisite occupation taxes levied by the City of Aspen upon persons engaged in business within the City limits.

22. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of the Service Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by Contractor of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under the Service Agreement or by law despite any such forbearance or indulgence.

23. Execution of Service Agreement by City. The Service Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, the Service Agreement shall not be binding upon the City unless duly executed by the City Manager of the City of Aspen (or a duly authorized official in his or her absence).

24. Illegal Aliens – CRS 8-17.5-101 & 24-76.5-101.

a. Purpose. During the 2006 Colorado legislative session, the Legislature passed House Bills 06-1343 (subsequently amended by HB 07-1073) and 06-1023 that added new statutes relating to the employment of and contracting with illegal aliens. These new laws prohibit all state agencies and political subdivisions, including the City, from knowingly hiring an illegal alien to perform work under a contract, or to knowingly contract with a Contractor who knowingly hires with an illegal alien to perform work under the Service Agreement. The new laws also require that all contracts for services include certain specific language as set forth in

the statutes. The following terms and conditions have been designed to comply with the requirements of this new law.

b. Definitions. The following terms are defined in the new law and by this reference are incorporated herein and in any contract for services entered into with the City.

1. "E-verify program" means the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is jointly administered by the United States Department of Homeland Security and the social security Administration, or its successor program.

2. "Department program" means the employment verification program established pursuant to Section 8-17.5-102(5)(c).

3. "Public Contract for Services" means this Service Agreement.

4. "Services" means the furnishing of labor, time, or effort by a Contractor or a subcontractor not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.

c. By signing this document, Contractor certifies and represents that at this time:

1. Contractor shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Public Contract for Services; and

2. Contractor has participated or attempted to participate in either the e-verify program or the department program in order to verify that new employees are not illegal aliens.

d. Contractor hereby confirms that:

1. Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Public Contract for Services.

2. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Public Contract for Services.

3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program.

4. Contractor shall not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under the Public Contract for Services knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify such subcontractor and the City within three days that Contractor has actual knowledge that the subcontractor is employing or subcontracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the Public Contract for Services with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

7. If Contractor violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Owner may terminate this Service Agreement. If this Service Agreement is so terminated, Contractor shall be liable for actual damages to the Owner arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

25. General Terms.

(a) It is agreed that neither the Service Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

(b) If any of the provisions of the Service Agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

(c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.

(d) The Service Agreement shall be governed by the laws of the State of Colorado as from time to time in effect.

26. Electronic Signatures and Electronic Records This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an

original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Modernization Proposal



Rio Grande Parking Garage

April 13, 2022

Purchaser: City of Aspen
Address: 427 Rio Grande Pl
Aspen, CO 81611

Location: Rio Grande Parking Garage
Address: 427 Rio Grande Pl
Aspen, CO 81611-1431

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering **City of Aspen** (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$187,760.65** inclusive of all applicable sales and use taxes and permitting to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply change issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2022.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Devin Linden
Modernization Sales
devin.linden@tkelevator.com
+1 720 289-2256

Modernization Proposal



SCOPE OF WORK

Grouping Name: **Garage Elevator**

Equipment Type: Hydraulic

Speed: 125 fpm

4 Stops (4 Front /0 Rear)

Capacity: 2100 lbs.

Units Included

Building	Nickname	OEM Serial #	TKE Serial #	Legal ID
Rio Grande Parking Garage		EA9501	US18692	CP09-002978

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
- eMax Monitoring Device Provisions
- Battery Lowering in Controller
- Solid State Starters (6 or 12 leads) 208 VAC

Power Unit

- Overspeed Valve Kits for 2" (less than 150 GPM)

Jack

- Pipe Stands
- Jack Packing

Car

- Crosshead data tag (for existing car slings)
- 21" Toe guard
- Fan: Two Speed
- Car Top Exit Switch
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)
- Omega Rail Car Guide Inserts

Hoistway

- Base Wiring Package for 2019 Code
- HN Boxes (per each 2 cars, grouped)
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Modernization Proposal



- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Hoistway Wiring (Traveling Cable)
- Hydraulic Pipe Hangers

Pit

- Pit Ladder 16" Wide
- Pit Stop Switch
- 2" Shutoff Valve Kit

Cab

- Car Door (SSSS, #4 S/S (441))
- Cab Interior: Low-Weight Walls, Rear Handrail, Modular Ceiling

Door Equipment

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
 - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)
- Micro Light 3D 2019 (Front)
- 3D Cabsafe Components Package (Front)
- Hoistway Hanger / Hanger Rollers
- Gibs

Car Fixtures

- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Debranded Car Station (No Logo)
- Vandal Resistant Floor Buttons
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- No Smoking (Verbiage Engraved on Fire Door)

Modernization Proposal



- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button (constant pressure)
- Two-way Communication Machine Room Equipment (Primary Box)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Hoistway Access Switch (in Hall Station)
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Horizontal Combination Hall Lantern and 2" Digital Hall Position Indicator (Standard) White Up/Down LED's #4 S/S (441)
- Terminal Hall Stations (Flush Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - (#4 S/S (441))
- 2009 & 2010 Elevator Communications Failure add
- Intermediate Hall Stations (Flush Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - (#4 S/S (441))

In addition to the Description of Work to modernize your elevator(s) as described above, TK Elevator will coordinate or perform the following activities at **no additional cost**:

General Building – Work by Others (see Scope of Work for details): *1Lift Industrial Solutions*

Other – Cab Interior Brushed Stainless Steel Cladding (Return/Jamb/Transom): *Gulley Metal*

Value Engineering Opportunities & Alternates

(Initial next to the option below to indicate acceptance)

\initial\ _____	ALT 1: Accelerated Overtime Installation Schedule: Reduction in Installation of Modernization.	ADD Cost: \$11,554
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Modernization Proposal



1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	16 - 17 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	5 - 6 Weeks
Modernization of elevator system (Per Unit): ACCELERATED INSTALLATION (Upon completion of all required preparatory work by others)	3 - 4 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

Modernization Proposal



It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$187,760.65
Initial progress payment:	(50%)	\$93,880.33
Material furnished:	(25%)	\$46,940.16
Total of remaining progress payments:	(25%)	\$46,940.16

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor

Modernization Proposal



shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

5. Work Not Included (Lift Industrial Solutions Related Work Included)

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Hoistways and Equipment Rooms are included in turnkey work

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller; This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "Multimedia Equipment") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. Purchaser shall provide one permanent 110V 20 amp circuit with all piping and wiring to controller for the emergency elevator communication system. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;

Modernization Proposal



- c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
- d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
- e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
- f. engineering, provision and installation of methane barriers or coordination/access;
- g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
- h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
- i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

Modernization Proposal



- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

Modernization Proposal



- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive

Modernization Proposal



sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.

c. TK Elevator is an equal opportunity employer.

d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.

e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment

Modernization Proposal



and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

Modernization Proposal



t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Modernization Proposal



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Eighty Seven Thousand Seven Hundred Sixty Dollars and Sixty Five Cents (\$187,760.65) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City Of Aspen (Purchaser):		TK Elevator Corporation Management Approval	
By: _____ (Signature of Authorized Individual) Blake Fitch ----- (Print or Type Name) ----- (Print or Type Title)	DocuSigned by: By:  ----- B589CD3085034FF (Signature of Branch Representative) Gregory Rao Branch Manager 5/2/2022		
(Date of Acceptance)	(Date of Execution)		



SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT

Please Remit To: TK Elevator
PO Box 3796
Carol Stream, IL 60132-3796

Attn: Blake Fitch
City Of Aspen
427 Rio Grande Pl
Aspen CO, 81611

Date	Terms	Reference ID	Customer Reference # / PO
April 13, 2022	Immediate	ACIA-1YQ426V	
Total Contract Price:			\$187,760.65
Initial progress payment:		(50%)	\$93,880.33

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 720 289-2256. To make a payment by phone, please call 678-424-3418 with the reference information provided below. If selected, the above values will be adjusted to account for selected Alternate.

Please detach the below section and provide along with payment.

Customer Name:	City Of Aspen	Remit To:	
Location Name:	Rio Grande Parking Garage	TK Elevator	
Customer Number:	16025	PO Box 3796	
Quote Number:	2022-2-1264730	Carol Stream, IL 60132-3796	
<hr/>			
Reference ID:	ACIA-1YQ426V		
<hr/>			
Remittance Amount:	\$93,880.33		
<hr/>			

**1Lift Industrial Solutions**

PO Box 1131
 Erie, CO 80516
 (720) 504-7748
 info@1liftis.com

**PROPOSAL AND
 ACCEPTANCE**

SCOPE OF WORK INCLUDED IN PROJECT VALUE

COMPANY: TK Elevator Corporation	PHONE: 720-289-2256	DATE: 4/8/22
ADDRESS: 7367 S. Revere Pkwy., Unit 2-A	PROJECT NAME: Aspen Parking Garage - 3 stop hydro	CONTACT PERSON: Devin Linden
CITY, STATE AND ZIP CODE: Centennial, CO 80112	PROJECT ADDRESS: 427 Rio Grande Pl, Aspen, CO 81611	

- > 1Lift will provide the required work by others scope for the elevator modernization project described above under "project name" and "project address". All materials and equipment ("Goods"), and associated project management, supervision, and labor ("Services") for the project will be limited to the Scope of Work, Assumptions, and Exclusions detailed below. Some of the excluded items may be added with a change order and some may have alternate pricing already listed in this proposal.

I - SCOPE OF WORK:

- General Items**
- > Drawings and Engineering for permitting (owner to provide original electronic CAD files to work from)
 - > 100% pre testing and final testing of project equipment with elevator inspector and fire marshal
 - > General patching and fire blocking for machine room and hoist way walls
 - > **Furnish and install new LVT style flooring for elevator cab**
 - > **Repair cracked/broken concrete at sills of elevator entrances for levels B1, 1, and 2**
 - > **Fill CMU for position indicators at levels B1, 1, and 2**
 - > Clean-up and disposal of trash produced by 1Lift scope of work
- Fire System**
- > Install new conduit and wiring from existing and new Notifier NFW-100X Fire System recall devices to elevator controller
 - > Install new devices (Primary, Alternate, HAT, Shunt-trip, S.T. pwr monitor, and Heat in machine room and Heat at top lobby)
 - > Programing of new required Fire System Components
 - > Provide all necessary machine room hand held fire extinguishers, does NOT include cabinets or signage
 - > Fire alarm permit
- Fire Sprinkler**
- > N/A
- Mechanical**
- > N/A
- Electrical**
- > Miscellaneous demolition / temporary power for elevator
 - > New LED light fixture(s) in machine room to bring space up to code for 19 candela rating
 - > New LED light fixture(s) in elevator pit to bring the space up to code for the 10 candela rating
 - > Replace existing main elevator disconnect with a new disconnect with auxiliary switch for battery lowering and shunt trip
 - > Install new conduit in machine room between disconnects and elevator controller
 - > Install new 110V switch and GFIs for machine room and pit
 - > Install new 110V lockable disconnect for cab lights
 - > Install new conduit for phone line to elevator controller
 - > Install new circuit for VMS monitoring system

II - ASSUMPTIONS:

- This proposal assumes the following:
- > Any non elevator related equipment items in machine room to be modified and/or relocated by owner
 - > 1Lift cannot guarantee availability of equipment and/or materials due to the current global supply chain issues
 - > 1Lift is able to use their vendors to complete the scope of work as described, preferred vendors may result in a change order
 - > Down payment will be received at least 6 weeks before project start AND onsite project duration is at least 4 weeks
 - > All work and inspections will be completed during normal business hours
 - > No service or equipment expediting, all freight shipped ground. Project expediting may be added for a fee
 - > Existing FACP is located per AHJ, in working condition, and existing configuration is correct for all existing elevator recall functions
 - > Building ownership/management will be responsible for providing fire alarm system access code and current program
 - > **Scope of work may be altered upon final permit review by the AHJ and/or Fire Authority which could result in required change orders**
 - > Existing machine room ventilation and/or HVAC meets required code parameters and elevator equipment specifications
 - > **1Lift and/or it's sub-contractor(s) will require 6 hours of supervised Hostway elevator car-top time**
 - > Original fire system and building's drawings are available from owner in CAD format to support the permitting process

III - EXCLUSIONS:

- This proposal excludes the following:
- > Re-mobilization charges may be applied if agreed upon dates and times are not met and/or elevator crew is not present.
 - > Any specialty site safety or access training
 - > Cut and patch for new lobby wall fixtures and/or Pis
 - > VESDA/Aspirating smoke style detectors and/or related components
 - > Sump and/or oil separator and/or oil minder
 - > Auxiliary contacts for battery lowering
 - > HVAC or split units
 - > Fire sprinkler components
 - > Main electrical power or ground feeds to machine room for elevators



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**PROPOSAL AND
 ACCEPTANCE**

- > Isolation transformers and/or related materials or labor
- > ATS or backup/standby generator wiring
- > Elevator main lobby phone/fire status panels or related wiring
- > Lost or replacement permits
- > Re-inspections: that are not the fault of 1Lift or its vendors
- > Demolition and/or temporary construction materials
- > Associated costs if fire alarm system is off line i.e. fire watch
- > Any testing and/or abatement of asbestos, lead paint, any and all hazardous material
- > Any cranes or mobilization of equipment and/or materials
- > Any changes to machine room or hoist-way not detailed in the above scope of work

<p>ACCEPTANCE OF PROPOSAL - THE TERMS AND CONDITIONS LISTED BELOW AND THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED BY SIGNATURE BELOW OR RECEIPT OF PURCHASE ORDER AND REFERENCE OF THIS PROPOSAL BY COMPANY. 1Lift, LLC IS AUTHORIZED TO DO THE WORK SPECIFIED AND TO INVOICE FOR DOWN PAYMENT. THIS PROPOSAL MAY BE WITHDRAWN BY 1LIFT IF NOT ACCEPTED WITHIN 60 DAYS FROM THE DATE ON THIS PROPOSAL.</p>
<p>1Lift, LLC:</p> <p>PRINT NAME: <u> Matt Dee </u></p> <p>TITLE: <u> President </u></p>

THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. CREDIT CARDS: 1Lift, LLC. does not accept credit cards.
2. BONDING: 1Lift, LLC. does not provide any bonding. If bonding is required it will be at the cost of Company or the owner.
3. CHANGE ORDERS: Any changes to the Scope of Work shall be represented in a written change order signed by both parties to this Agreement.
4. TERMS OF PAYMENT: 40% non-refundable down payment required upon acceptance of proposal, progress billing will occur monthly thereafter based on percentage of completion of the Scope of Work line items. Terms are net 30 days from date of 1Lift's invoice in US currency, except for applicable milestone payments for which 1Lift may require other arrangements. If any payment owed to 1Lift hereunder is not paid when due, it shall bear interest, at a rate to be determined by 1Lift which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. 1Lift shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other Agreements with Company in the event Company fails to make any payment hereunder when due. Company shall be liable for all expenses attendant to collection of past due amounts, including attorney's fees.
 - (b) 1Lift shall indemnify and hold the Company harmless from all costs, liabilities and damages (including reasonable attorney's fees) resulting from 1Lift's negligence or misconduct, subject to the limitations as defined in this agreement. Neither the Company nor 1Lift shall be obligated to indemnify the other party in any manner whatsoever for such other party's own negligence or misconduct.
5. INSURANCE: 1Lift and its Vendors shall carry worker's compensation insurance as may be required by law and carry general liability insurance for covering claims arising on or from the premises during the work
6. LIMITED WARRANTY: Subject to the limitations contained in Section 7 and 8 herein, 1Lift warrants that the Goods provided will be free from defects under normal use and care and labor will be performed by trained personnel and in a good workmanlike manner using proper tools for the particular Service provided. The foregoing warranties will apply until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of initial installation. Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Goods purchased by 1Lift from a third party for resale to Company ("Resale Products") shall carry only the warranty extended by the original manufacturer. Company agrees that 1Lift has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Company discovers any warranty defects and notifies 1Lift thereof in writing during the applicable warranty period, 1Lift shall, at its option, correct any errors that are found by 1Lift in the Services or repair or replace F.O.B. point of manufacture that portion of the Goods found by 1Lift to be defective, or refund the purchase price of the defective portion of the Goods. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of 1Lift are not covered by this limited warranty, and shall be at Company's expense. All costs of dismantling, reinstallation and freight and the time and expenses of 1Lift's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne Company unless accepted in writing by 1Lift. Goods repaired and parts replaced by 1Lift during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by 1Lift and can be amended only in a writing signed by 1Lift. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.
7. LIMITATION OF REMEDY AND LIABILITY FOR SERVICES: 1LIFT SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF COMPANY SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL 1LIFT'S LIABILITY TO COMPANY AND/OR ITS CUSTOMERS EXCEED THE PRICE TO COMPANY OF THE SPECIFIC SERVICES PROVIDED BY 1LIFT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. COMPANY AGREES THAT IN NO EVENT SHALL 1LIFT'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF COMPANY'S CUSTOMERS.
8. LIMITATION OF REMEDY AND LIABILITY FOR GOODS: 1LIFT SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF COMPANY SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL 1LIFT'S LIABILITY TO COMPANY AND/OR ITS CUSTOMERS EXCEED THE PRICE TO COMPANY OF THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. COMPANY AGREES THAT IN NO EVENT SHALL 1LIFT'S LIABILITY TO COMPANY AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF COMPANY'S CUSTOMERS. THE COMPANY SHALL NOT REUSE OR MAKE OR PERMIT TO BE MADE ANY MODIFICATION TO THE GOODS WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF 1LIFT. IN THE EVENT THE COMPANY REUSES OR MODIFIES ANY GOODS, WITH OR WITHOUT CONSENT, 1LIFT SHALL HAVE NO LIABILITY FOR SUCH USE AND THE COMPANY AGREES TO INDEMNIFY 1LIFT FOR ANY CLAIMS ARISING FROM OR RELATED TO SUCH REUSE OR MODIFICATION.
9. INDEMNIFICATION: (a) The Company shall indemnify and hold 1Lift harmless from all costs, liabilities and damages (including reasonable attorney fees) resulting from (i) circumstances or conditions at the Project site not reasonably known to 1Lift; (ii) hazardous materials or conditions existing at the Project site; (iii) the inaccuracy of data, plans, or information supplied by the Company, the Company's representatives, or third parties outside of 1Lift's control; (iv) work performed by the Company, the Company's other contractors or any other party other than 1Lift; or (v) the Company's negligence or misconduct.
 - (b) 1Lift shall indemnify and hold the Company harmless from all costs, liabilities and damages (including reasonable attorney's fees) resulting from 1Lift's negligence or misconduct, subject to the limitations as defined in this agreement. Neither the Company nor 1Lift shall be obligated to indemnify the other party in any manner whatsoever for such other party's own negligence or misconduct.
10. COMMENCEMENT AND COMPLETION OF SCOPE OF WORK: 1Lift shall commence the Scope of Work as soon as a signed Agreement is received and a project timeframe has been agreed to by both parties and will continue until completion of the Scope of Work. 1Lift shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond 1Lift's reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.
11. HAZARDOUS MATERIALS: 1Lift's Services shall not include any services with respect to, and does not assume the existence of, any hazardous materials or conditions, including without limitation asbestos, mold, lead-based paint or any material defined as hazardous by the Environmental Protection Agency or relevant State agency, unless expressly set forth in the Scope of Work. The discovery of hazardous materials or conditions at the Project site not previously known to 1Lift shall be deemed a changed condition and 1Lift shall be entitled to suspend work on the Project until such conditions are remediated and/or until a Change Order has been agreed upon between 1Lift and the Company.
12. ACCEPTANCE OF GOODS: In the event any Goods delivered by 1Lift to the Company fail to satisfy the written specifications of such Goods as set forth in the Scope of Work, the Company shall notify 1Lift of the same in writing within thirty (30) days of receipt and 1Lift shall have reasonable opportunity to correct such deficiencies. If written notice of rejection is not received by 1Lift during such thirty-day period, the Goods shall be deemed accepted and 1Lift shall have no obligation to correct or provide warranty for any deficiencies in the same.



1Lift Industrial Solutions

PO Box 1131
Erie, CO 80516
(720) 504-7748
info@1liftis.com

**PROPOSAL AND
ACCEPTANCE**

13. DISPUTE RESOLUTION: The parties agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation and the parties will participate in good faith in such mediation for at least thirty (30) days from the commencement of such mediation prior to initiation of any further legal action, including without limitation filing of a claim with any court or in any arbitration.

14. NOTICES: All notices and other communications provided for in this Agreement shall be in writing and mailed, sent or delivered to the receiving party at the address, email address or facsimile number for such party as set forth in this Agreement, or to such other address, email address or facsimile number as may be designated from time to time by a party in writing to the other party. All such notices and communications shall be effective (a) if delivered by hand, when delivered; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the mail, first class, postage prepaid; and (c) if sent by facsimile transmission or electronic mail, upon transmission thereof, provided such transmission is promptly confirmed by either of the methods set forth in subsections (a) or (b) above.

15. GENERAL PROVISIONS: (a) Company shall not assign its rights or obligations under the Agreement without 1Lift's prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two [2] years after the cause of action has accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of 1Lift. (e) The Agreement is formed and shall be construed, performed and enforced under the laws of the State of Colorado. However, Company and 1Lift agree that the proper venue for all actions arising under the Agreement shall be only in the USA and in the State where the Services and Goods involved in such actions were delivered. (f) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement (g) 1Lift and Company are independent businesses and nothing herein shall be deemed to create a relationship of employment, partnership, joint venture or otherwise between the parties.

MODERNIZATION EQUIPMENT DECK

Rio Grande Parking Garage – Elevator 1

APRIL 2022

TKE MOVE
BEYOND



HYDRAULIC CONTROLLER

TAC-32H

Improves performance

Our advanced controller for hydraulic elevators offers increased reliability, reduced wiring and optimized efficiency through its 32-bit microprocessor. The TAC controller is built with pride at our U.S. manufacturing facility.

TAC controllers are used in endura elevators, endura MRL control system installations and in H-Power modernization packages.

The controllers can also include MAX, the elevator industry's first time real-time, cloud-connected predictive maintenance solution. MAX alerts technicians to potential problems before breakdowns happen. This revolutionary technology can reduce elevator downtime by up to 50 percent.



LINEAR DOOR OPERATORS

LD-16 Linear Drive Door Operator



Provides quick, quiet and smooth door operation

Elevator doors open and close an average of four times each elevator call. And door faults are the most common service call in the elevator industry.

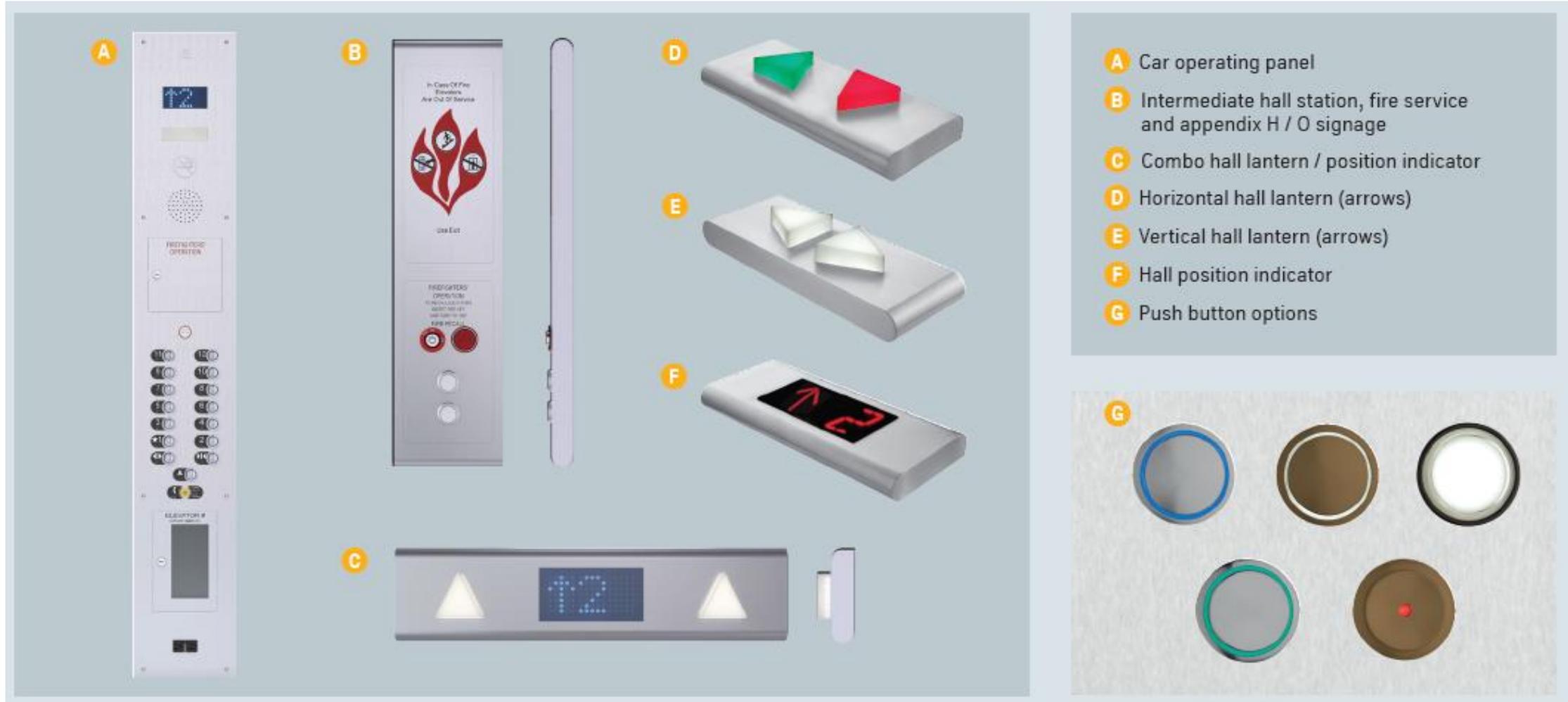
Tuning up and replacing your elevator door equipment improves its reliability and performance. This process can include replacing the door motor, operator belts, tracks, hangers and gibs.

Features and benefits

- Provides quick, quiet and smooth elevator door operation
- Decreases door-related shutdowns
- Reduces service calls
- Increases passenger safety
- Helps maintain the cosmetics and aesthetics of your hoistway and elevator doors

MOD-FUSION FIXTURES (SURFACE MOUNT)

Car Operating Panels (COP), Hall Stations, and Car Riding Lanterns – *Vandal Resistant Buttons*



ASME A17.1 (2019) CODE – 2-WAY COMMUNICATION COP

Car Operating Panel (COP): Two-Way Communication System

Emergency communication services

After installing the emergency video and two-way communication systems on your elevators, thyssenkrupp Elevator offers professional emergency services to utilize your systems.



Multimedia monitoring

With the press of a button, elevator passengers are connected to trained elevator support personnel through two-way audio. The support personnel communicate with passengers to assess the situation. When required, they'll send elevator technicians to the building to rescue the passengers and/or place calls with emergency personnel.

In addition, elevator passengers with hearing and visual impairments can text message with support personnel using your two-way communication system. Support personnel can also view a secure video connection in the elevator to assess the situation when there's no verbal response after passengers press the emergency button.



MAX Link

Using your elevator's MAX IoT platform, MAX Link provides a reliable and secure network connection to enable the service. It also includes features that monitor your network connection to provide peace of mind.



Multimedia web service

Have your own emergency monitoring service? No problem. Get access to cloud-hosted multimedia service to ensure your monitoring team has the tools required for a code-compliant emergency response.



CAB INTERIOR

G & R Custom Elevator Cabs – **LW1** Interior w/**ALM-T6L** LED Ceiling (Optional Laminate Finishes Available)

*Plastic laminate skins on ThinCor
(Wilsonart 8201k-12 "Grey Elm" Premium laminate shown)*

Vertical stiles: 3" wide stainless steel #4

Handrail: 3/8" x 2" stainless steel #4 bar with formed ends (SS4FF)

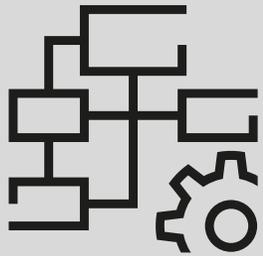
*Ceiling: aluminum T-frame with stainless steel #4 lay-in panels
and LED down lighting (ALM-T6L)*

Base: projected, stainless steel #4



MAX IS A REVOLUTIONARY ELEVATOR SERVICE SOLUTION

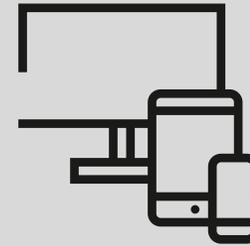




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MAX

Data collected

Machine data is collected from MAX-connected units and sent to the cloud.

Precise diagnosis

The data is analyzed, and algorithms determine the equipment's operational status and component health.

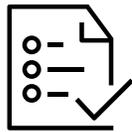
Predictive intervention

Precise and predictive diagnostics are delivered to technicians in real-time, enabling more efficient fixes and service.

MAX

It's truly predictive and pre-emptive maintenance.

MAX BRINGS SERVICE TO A WHOLE NEW LEVEL



Improved
service quality

Up to
50% more
uptime



Information
transparency

Up to
30% fewer
breakdowns



Peace of mind

80% of the time we dispatch
before you even know
there's a problem

MAX FREES TIME AND PROMOTES EFFICIENCY



Passengers

- Less time waiting for elevators
- Reduced downtime
- Increased productivity



Facility managers

- Less time monitoring elevators
- Less time reporting and handling problems



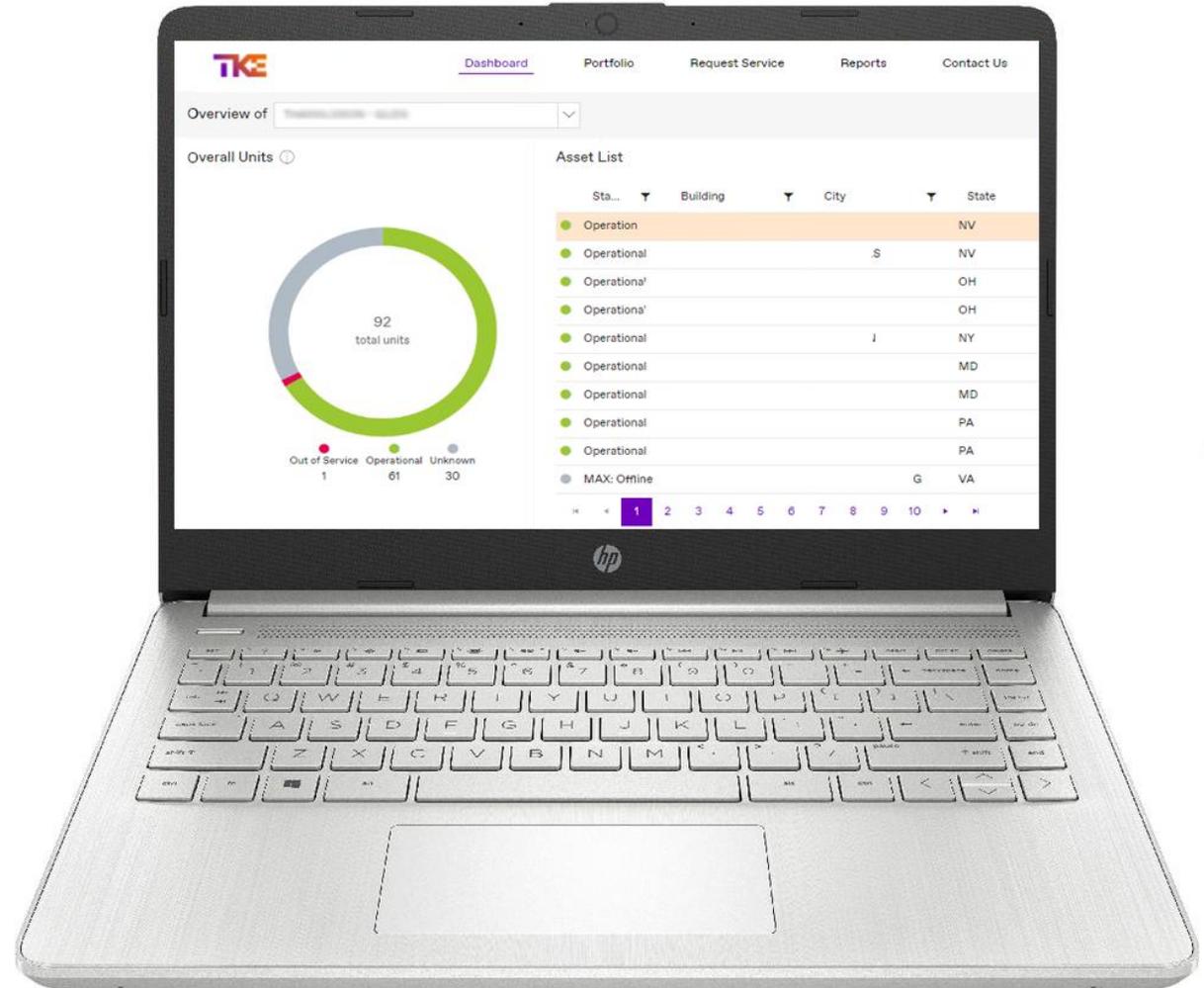
Technicians

- More time for preventive maintenance
- Minimized wait time for troubleshooting
- Increased first-time fix rate



CUSTOMER PORTAL

- View real-time elevator traffic statistics *
- Get real-time push notification when your elevator shuts down, returns to service or receives preventative maintenance *
- Manage your elevator account online
- Place service requests online
- Sign up for email notifications to inform you when service and maintenance is completed
- Download reports of your service and maintenance history



*Only available with subscription to any of the MAX Digital Service packages.

CHOOSING THE RIGHT DIGITAL SERVICE PACKAGE

Select the solution for your elevator needs:

Features	MAX*	MAX Plus	MAX Pro	MAX Premium
IoT connection with MAX virtual coach	✓	✓	✓	✓
Customer portal and mobile app access	✓	✓	✓	✓
Email notifications	✓	✓	✓	✓
MAX traffic statistics		✓	✓	✓
Real-time status and failure alerts		✓	✓	✓
Auto response / dispatching			✓	✓
Social distancing service			✓	✓
No charge running on arrival guarantee			✓	✓
MAX Premium team monitoring				✓
Predictive intervention				✓

* With MAX installed on equipment under TK Elevator service, you get these features at no additional cost.



MEMORANDUM

TO: Mayor and City Council
FROM: Justin Forman, Field Operations Manager
THROUGH: Tyler Christoff, Director of Utilities
MEMO DATE: May 2nd, 2022
MEETING DATE: May 10th, 2022
RE: Resolution #066, Series of 2022: Purchase and Delivery of Streetlights with Adiona Transportation Solutions, LLC (2022-214)

REQUEST OF COUNCIL: Staff requests a contract award to Adiona Transportation Solutions, LLC in the amount of \$65,778.00 for purchase and delivery of six (6) streetlights as part of the CDOT Aspen Roundabout project.

PREVIOUS COUNCIL ACTION: Council previously approved funding for the CDOT Aspen Roundabout project at the June 22nd, 2021, Council Meeting.

BACKGROUND: Per the Colorado Revised Statutes (C.R.S.) 43-2-135 - Division of Authority Over Streets, the City shall provide street illumination at its own expense unless separate agreements have been put in place with CDOT.

DISCUSSION: There are nine (9) 35-foot streetlights that surround and illuminate the Aspen Roundabout. As part of the detour required for the current construction, six (6) of the streetlights require temporary removal. The original intention was for the six lights to be reset once the project was complete. After removal, the poles show significant rusting at the bases, and several have impact damage. Staff with conversations with CDOT, believe the best path forward is to replace these six streetlight poles. The cost to the City in this resolution will only be for the purchase and delivery of these six poles. The cost for traffic control, new caisson foundations, setting the light poles, and electrical wiring has already been approved through previous action. Staff is requesting the council to purchase through sole source justification as Adiona is the electrical contractor for the roundabout project.

FINANCIAL/BUDGET IMPACTS:

Purchase and Delivery of (6) Street Lights	\$ 81,888.00
CDOT Contribution	\$ -16,110.00
Total Cost to City	\$ 65,778.00

Funding Budgeted

Utilities Project 51496 – Electric System Replacement 2022

\$ 200,000.00

ENVIRONMENTAL IMPACTS: Replacement of aging and damaged infrastructure ensures the most cost-effective, reliable, and safe lighting is delivered to the community. Additionally, the new lights will be LED as opposed to current incandescent lights and will be more efficient and cost effective to operate.

ALTERNATIVES: Council can elect to use the existing poles, but these poles will require maintenance in the future to limit the risk of failure. Staff believes there would be significantly more costs associated in the future replacement or rehabilitation as the traffic control, electrical wiring, and resetting of the poles are within the existing CDOT project. Performing this replacement now will help to limit the disruption to the traveling public in the future.

RECOMMENDED ACTION: Staff requests the council approve the contract with Adiona Transportation Solutions, LLC for \$65,778.00 for the purchase and delivery of six streetlights.

PROPOSED MOTION: I move to approve Resolution # 066 of 2022.

CITY MANAGER COMMENTS: _____

ATTACHMENTS:

- A. Contract for Streetlights with Adiona Transportation Solutions, LLC (2022-214)
- B. Resolution # 066 of 2022



CITY OF ASPEN STANDARD FORM OF AGREEMENT

SUPPLY PROCUREMENT

City of Aspen Project No.: 2022-214.

AGREEMENT made as of 28th day of April, in the year 2022.

BETWEEN the City:

The City of Aspen
c/o Justin Forman - Utilities
427 Rio Grande Place
Aspen, Colorado 81611
Phone: (970) 920-5055

Contract Amount:

Total: \$ 65,778.00

And the Vendor:

Adiona Transportation Solutions, LLC
c/o
Kyle Christensen
6145 Broadway St., Suite 8
Denver, Colorado 80216

If this Agreement requires the City to pay an amount of money in excess of \$50,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: May 10 2022

Resolution No.: _____

Summary Description of Items to be Purchased:

Supply of six (6) KIM light poles, 35 feet in height, for Highway 82 roundabout. Installation of poles under CDOT contract.

Exhibits appended and made a part of this Agreement:

Exhibit A: List of supplies, equipment, or materials to be purchased.
Note Pricing is \$81,888.00 but \$16,110.00 covered per contract cost per CDOT, so total paid by City is **\$65,778.00**.

The City and Vendor agree as set forth below.

1. Purchase. Vendor agrees to sell and City agrees to purchase the items on **Exhibit A** appended hereto and by this reference incorporated herein as if fully set forth here for the sum set forth hereinabove.
2. Delivery. (FOB -CDOT Construction Jobsite at Brush Creek Intercept Parking Lot)
[Delivery Address]
3. Contract Documents. This Agreement shall include all Contract Documents as the same are listed in the Invitation to Bid and said Contract Document are hereby made a part of this Agreement as if fully set out at length herein.
4. Warranties. Per Manufacturer.
5. Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Vendor respectively and their agents, representatives, employee, successors, assigns and legal representatives. Neither the City nor the Vendor shall have the right to assign, transfer or sublet its interest or obligations hereunder without the written consent of the other party.
6. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Vendor or City may assign this Agreement in accordance with the specific written permission, any right to claim damages or to bring any suit, action or other proceeding against either the City or Vendor because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.
7. Waivers. No waiver of default by either party of any of the terms, covenants or conditions hereof to be performed, kept and observed by the other party shall be construed, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.
8. Agreement Made in Colorado. The parties agree that this Agreement was made in accordance with the laws of the State of Colorado and shall be so construed. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.
9. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.
10. Waiver of Presumption. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Agreement.

11. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Vendor certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that Vendor or any lower tier participant was unable to certify to the statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.

12. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.

(A) Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business.

(B) Vendor agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Agreement, or to any solicitation or proposal therefore.

(C) Vendor represents that no official, officer, employee or representative of the City during the term of this Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of this Agreement.

(D) In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:

1. Cancel this Purchase Agreement without any liability by the City;
2. Debar or suspend the offending parties from being a vendor, contractor or subcontractor under City contracts;
3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by the Vendor; and
4. Recover such value from the offending parties.

13. Termination for Default or for Convenience of City. The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.

14. Fund Availability. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City using state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

15. City Council Approval. If this Agreement requires the City to pay an amount of money in excess of \$50,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

16. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform under this Agreement. Vendor agrees to meet all of the requirements of City's municipal code, section 13-98, pertaining to nondiscrimination in employment. Vendor further agrees to comply with the letter and the spirit of the Colorado Antidiscrimination Act of 1957, as amended and other applicable state and federal laws respecting discrimination and unfair employment practices.

17. Integration and Modification. This written Agreement along with all Contract Documents shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties. In addition, vendor understands that no City official or employee, other than the Mayor and City Council acting as a body at a council meeting, has authority to enter into an Agreement or to modify the terms of the Agreement on behalf of the City. Any such Agreement or modification to this Agreement must be in writing and be executed by the parties hereto.

18. Authorized Representative. The undersigned representative of Vendor, as an inducement to the City to execute this Agreement, represents that he/she is an authorized representative of Vendor for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

19. Electronic Signatures and Electronic Records This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, The City and the Vendor, respectively have caused this Agreement to be duly executed the day and year first herein, of which, to all intents and purposes, shall be considered as the original.

FOR THE CITY OF ASPEN:

By: _____
Aspen City Manager

Date

Approved as to form:

City Attorney's Office

SUPPLIER:

DocuSigned by:
Kyle Christensen

2820E0B027054C6...

kyle Christensen
By: _____

Vice President

Title

4/28/2022 | 6:57:17 PM MDT

Date



PROPOSAL

6145 Broadway St Suite 8
Denver, CO 80216

Prepared by: Kyle Christensen
Phone: 720.375.6800
kchristensen@adionats.com

DATE	4/18/2022
QUOTE #	21040
VALID THROUGH	4/28/2022

Project

Project Name: **SH82 AABC to Aspen - New Light Poles and Fixtures**
Project Location: **Pitkin County**

Proposal Item	Bid Item	DESCRIPTION	Quantity	Unit	Unit Price	Total Price
1	1	KIM Light Pole & Fixtures (RAL 6012)	6	EA	13,648.00	\$ 81,888.00
Subtotal						81,888.00

TERMS AND CONDITIONS

- Unit Price Proposal. Customer will be billed after units have been installed
- P&P Bond is included
- Paid when Paid per CDOT Spec
- Pricing is good for 30 days.

TOTAL \$ 81,888.00

Customer Acceptance (sign below):

Print Name:

Inclusions	
1	6 EA New Light Standards and LED Fixtures
2	Paint color is Green - RAL 6012
3	
4	
Clarifications	
1	New Light Standard Foundations are not included.
2	Price for removals has already been paid for via reset light standard billed at 50%
3	Credit for the remaining light standard reset pay item will be applied to the contract.
4	Poles are to be mounted directly to the foundation. Transformer bases are not included.
5	
6	
7	
Long Lead Time Items	
1	Light Poles and Fixtures - 8 to 10 weeks after approved submittals
2	
3	
Exclusions	
1	Landscape reconstruction
2	Light plants or temp lighting
3	Concrete or Asphalt demo, sawcut, removal, or pour back
4	Concrete or Soil Testing
5	Survey or GPS As Builts
6	Potholing
7	

DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

CC21A2/P2

ARCHITECTURAL AREA/SITE

Curvilinear

FEATURES

- TIR Optics
- Patented low profile luminaire
- Available in 595nm, 3000K, 4000K and 5000K standard CCT
- Type 1, 2, 3, 4, 4W, 5QM, 5QN, 5R, 5W distributions
- 0 - 10V dimming drivers standard
- IP66 optic assembly



3000K and warmer CCTs only

See Certification Specifications



RELATED PRODUCTS

[Ouro](#)
[Pavilion](#)
[PGL8](#)

SPECIFICATIONS

CONSTRUCTION

- One piece non die-cast housing, low copper (<0.6% Cu) Aluminum Alloy with integral cooling ribs over the optical chamber and electrical compartment
- Double-thick wall with gussets on the support-arm mounting end
- Housing forms a half cylinder with 55° front face plane providing a recess to allow a flush single-latch detail
- All hardware is stainless steel or electro-zinc plated steel
- Finish: fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat
- One-piece die-cast, low copper (<0.6% Cu) aluminum alloy lens frame with 1" minimum depth around the gasket flange
- Optional clear 1/8" thick tempered glass lens retained by eight steel clips with full silicone gasketing around the perimeter
- Optional, fixture supplied with a one-piece flat, clear, UV stabilized polycarbonate, fully gasketed, replacing the standard tempered glass lens. CAUTION: Use only when vandalism is anticipated to be high. Useful life is limited by UV discoloration from sunlight. A program of regular inspection and periodic replacement is highly recommended to maintain optimum fixture performance
- One-piece extruded aluminum arm with internal bolt guides and fully radiussed top and bottom
- Luminaire-to-pole attachment is by internal draw bolts, and includes a pole reinforcing plate with wire strain relief
- Arm is circular cut for specified round pole

CONSTRUCTION (CONTINUED)

- Optional cast, low copper aluminum horizontal slip-fitter with adaptor plate to secure the luminaire to 2" IPS pipe size arms
- Optional cast aluminum wall mount plate assembly. Attaches to the wall over the junction box. Luminaire attaches to the wall plate

OPTICS

- Optical cartridge system consisting of a die cast heat sink, LED engine, TIR optics, gasket and bezel plate
- Cartridge is easily disassembled to replace components. Optics are held in place without the use of adhesives
- Molded silicone gasket ensures a weather-proof seal around each individual LED
- Features revolutionary individual LED optical control based on high performance TIR optical designs
- Optional BackLight Control for complete control of unwanted backlight
- IP66 Optical assembly
- Type 1, 2, 3, 4, 4W, 5QM, 5QN, 5R, and 5W standard distributions Custom available
- 3000K, 4000K, 5000K standard CCT. Amber and custom available
- Die-cast, low copper aluminum heat sink modules provide thermal transfer at PCB level
- Anodized aluminum heat sink modules

INSTALLATION

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury

ELECTRICAL

- Dimming range from 10% to 100% through the use of standard 0-10V interface on the programmable driver
- Modular wiring harness in the service area provides user access to the dimming circuitry
- Optional factory programmed dimming profile
- Surge protection: 10kV surge suppression
- SF for 120, 277, 347 Line volts
DF for 208, 240, 480 Line volts
- Wiring: 14GA wires rated 150°C

CONTROLS

- Standard PC 7 Pin Receptacle

CERTIFICATIONS AND LISTINGS

- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations
- RoHS compliant
- IDA approved, 3000K and warmer CCTs only
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 6/06/2020. [See Buy American Solutions](#)

WARRANTY

- 5 year warranty
- See [HLI Standard Warranty](#) for additional information

KEY DATA	
Lumen Range	4,268–23,572
Wattage Range	74–208
Efficacy Range (LPW)	51–139
Reported Life (Hours)	L70/60,000
Weight	47 lbs 21.31 kg
EPA Front View / Side View	1.2 / 1.2



DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

CATALOG #: _____

CC21A2/P2

ARCHITECTURAL AREA/SITE

ORDERING GUIDE

Example: 1A-CC21A2-72L-570-3K7-3-HDL-BLT-UNV-2.38

CATALOG #

HOUSING

Mounting	Fixture Housing	Current	CCT/CRI	Distribution	Lens
1A Single Arm Mount	CC21A2 Three Groove (Arm)	72L - 330 9,000lm	AM ² Amber-595nm Peak	FR Type I/Front Row	Blank No Lens
1W Wall Mount	CC21P2 Three Groove (Post Top)	72L - 465 12,000lm	3K7 3000K, 70 CRI	2 Type II	CLR Clear Lens
HSF Horizontal Slipfitter	CC21A2 Single Groove (Arm)	72L - 570 15,000lm	4K7 4000K, 70 CRI	3 Type III	HDL ³ Lightly Diffused Lens
PT Post Top Tenon Mount		72L - 700 18,000lm	5K7 5000K, 70 CRI	4 Type IV	PL Polycarbonate Lens
FM Flush mount Post Top		72L - 900 22,000lm ⁴		4W Type IV Wide	
DM Direct Mount				5QM Type V Square Medium	
				5QN Type V Square Narrow	
				5R Type V Rectangular	
				5W Type V Wide (Round)	

Fixture Finish	Voltage	Options	Arm Mount – Pole Shape/Section
BLS Black Gloss Smooth	UNV 120-277V	REV ⁵ Accent Reveal	SQ SQ
BLT Black Matte Textured	347 347V	S For CCS/Single Groove	2.40 2.40" OD
DBS Dark Bronze Gloss Smooth	480 480V	SF Single Fuse	3.00 3.00" OD
DBT Dark Bronze Matte Textured		DF Double Fuse	3.50 3.50" OD
GTT Graphite Matte Textured		BC ⁶ Back Light Control	4.00 4.00" OD
LGS Light Grey Gloss Smooth		7PR 7-Pin Photocell Receptacle	4.50 4.50" OD
LGT Light Grey Matte Textured		PC Button Photocell	5.00 5.00" OD
PSS Platinum Silver Gloss Smooth			6.00 6.00" OD
VGT Verde Green Matte Textured			VSF ^{6,7} Vertical Slipfitter Mount for 2" pipe tenon, (2.375 O.D.) ^{6,7}
WHS White Gloss Smooth			Flush Mount – Pole Shape/Section
WHT White Matte Textured			4.00 4.00" OD
Color Option			4.20 4.20" OD
CC ⁴ Custom Color			4.50 4.50" OD
			5.00 5.00" OD
			6.00 6.00" OD
			Direct Mount – Pole Shape/Section
			3.00 3.00" OD
			3.25 3.25" OD
			3.50 3.50" OD
			3.60 3.60" OD
			3.75 3.75" OD
			4.00 4.00" OD

Notes:

- Lenses not available for 900mA option
- Turtle friendly
- Diffuse Lens available for Type 3 and 5W only
- Consult factory for custom color, marine and corrosive finish options
- Not available for CCS. Available in 6 standard fixture finishes. Specify finish, example: REV/BL
- Not available for Type 5
- See page 3 for mounting configuration
- For multiple mount, reference to Mounting Configuration Diagram



CC21A2/P2

ARCHITECTURAL AREA/SITE

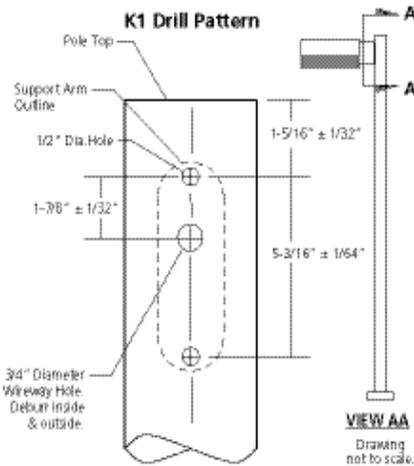
PRODUCT EXCEPTIONS & DETAILS

Configuration				EPA	Configuration				EPA	Configuration				EPA
	1A	1 Arm Side Mount		1.2		3SY*	3 Arm Side Mount		3.4		FM	Flush Mount		1.0
	2SB	2 Arm Side Mount		2.4		4C	4 Arm Side Mount		3.9		PT	Post Tenon Mount		1.0
	2SL	2 Arm Side Mount		2.2		1W	Single Wall Mount		n/a		DM	Direct Mount		1.0
	3ST	3 Arm Side Mount		3.4		HSF	Horizontal Slipfitter		n/a	NOTE: EPA is for Fixture only				

MOUNTING OPTIONS

SUPPORT ARM:

- Die-cast, low copper aluminum alloy, with splice access cover.
- Die-cast pole adaptor and an internal reinforcing plate are provided with a wire strain relief.
- The arm adapter is square or circular cut for specified pole size and shape.
- For field wire connections, a terminal block is mounted in the arm cavity and accessible behind the splice access cover. The block accepts #14 to #8 wire sizes and is factory wired to the electrical module's quick-disconnect plug inside the electrical compartment.



OPTIONAL VERTICAL SLIP-FITTER (VSF/SVSF):

- Internally accessible slip-fitter attaches to a 2-3/8" x 4" long tenon and allows hands-free wiring and maintenance.
- Available for round and square poles



- For VSF arm configurations, please use 4". Mounting option on fixture ordering configuration. The optional VSF/SVSF will need to be ordered separately.

- SVSF use square configuration.

Ordering example for round:

- 2 - A/CC21A2/54L-500/35K8/3/CLR/4.00/UNV/BLT

- 1 - VSF-2SB

Ordering example for square:

- 2 - 1A/CC21A2/54L-500/35K8/3/CLR/SQ/UNV/BLT

- 1 - SVSF-2SB

VSF	SVSF
VSF-1A	SVSF-1A
VSF-2B	SVSF-2B
VSF-2L	SVSF-2L
VSF-3T	SVSF-3T
VSF-3Y	SVSF-3Y
VSF-4C	SVSF-4C

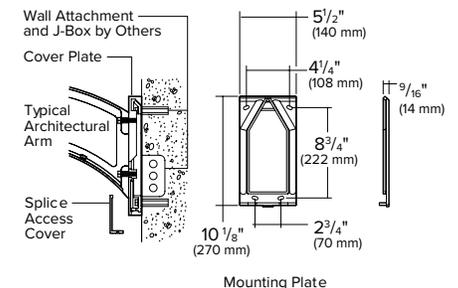
WALL MOUNT

1W

- A cast mounting plate of 356 alloy, low-copper (<0.6% Cu) aluminum, is mounted to the wall with bolts (by others). Fixture and arm are mounted to a cast 356 alloy aluminum cover plate before attaching to the wall mounting plate. The fixture-arm-cover plate assembly is hooked to the wall mounting plate, and secured with stainless steel screws provided. After mounting to the wall, field splices are made at the opening in the cover plate, then covered by a cast 356 alloy aluminum plate that blends with the cover plate design. Complete fixture-arm-cover plate assembly can therefore be mounted before field splices are made. Cover plate is finished to match arm and fixture powder coat color.

- Optional Wall Mount: (CC is illustration the same for all site area?)

- Optional, cast aluminum mounting plate attaches to a wall over a junction box and the speed mount is bolted to the cover plate. To complete the wiring, the luminaire assembly slides over the mounting plate.

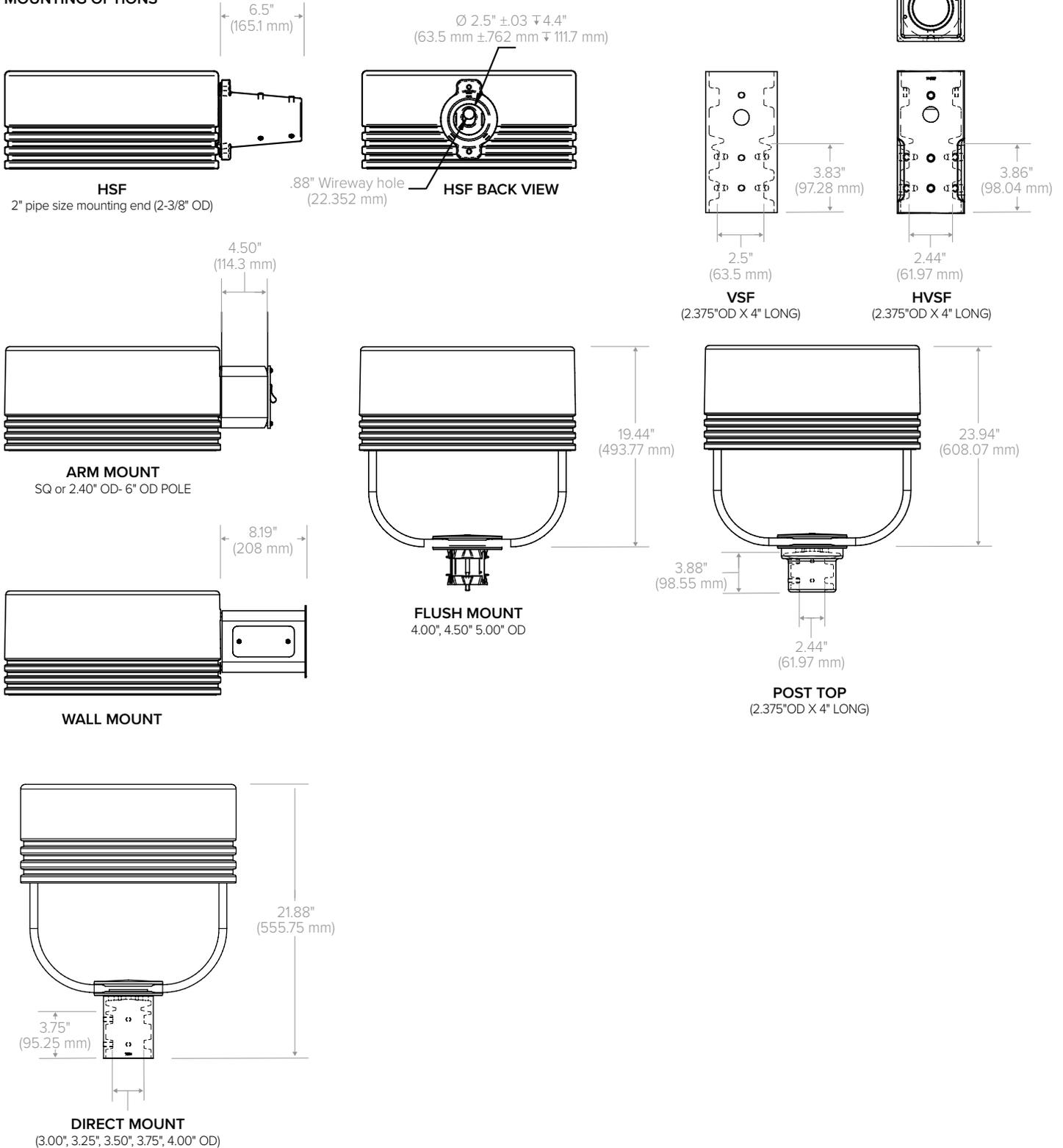


CC21A2/P2

ARCHITECTURAL AREA/SITE

PRODUCT EXCEPTIONS & DETAILS (CONTINUED)

MOUNTING OPTIONS



DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

CC21A2/P2

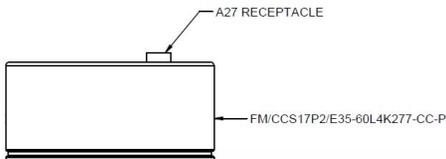
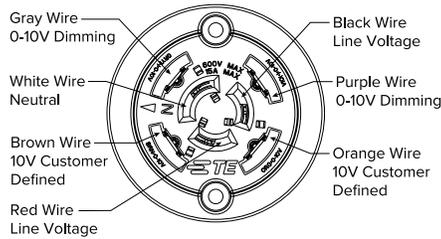
ARCHITECTURAL AREA/SITE

PRODUCT EXCEPTIONS & DETAILS (CONTINUED)

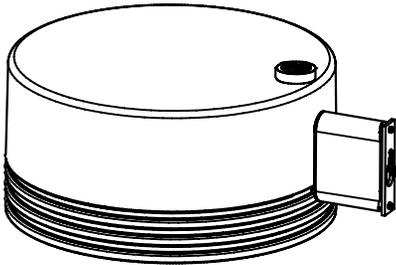
CONTROLS

7PR

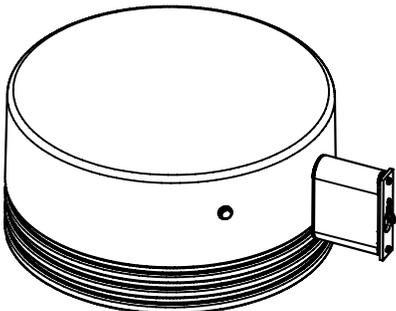
- Fully gasketed and wired 7-pin receptacle option. Easy access location above the electrical compartment. 7-pin construction allows for a user-defined interface and provides a controlled definition of operational performance. ANSI twist-lock control module by-others.
- Standard customer operation modes:
 - Traditional on/off photoelectric control.
 - 5-pin wireless photoelectric control for added dimming feature.
 - 7-pin wireless photoelectric control for dimming and additional I/O connections for customer use.



7-PIN RECEPTACLE



BUTTON PHOTOCELL



DIMMING:

- Dimming range from 100% to 10% through the use of the standard 0-10V interface on the programmable driver.
- Modular wiring harness in the service area provides user access to the dimming circuitry.
- Dimming circuitry compatible with 0-10V, user-defined control devices.
- Optional factory programmed dimming profile.

ASTRODIM

- AstroDIM provides multi-stage night-time power reduction based on an internal timer referenced to the power on/off time. There is no need for an external control infrastructure. The unit automatically performs a dimming profile based on the predefined scheduled reference to the midpoint, which is calculated based on the power on/off times. Please contact factory for feasibility.

OPTIONAL FUSING:

- SF for 120, 277, and 347 Line volts
- DF for 208, 240, and 480 Line volts
- High temperature fuse holders factory installed inside the fixture housing.
- Fuse is included.

CAUTION:

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.



DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

CATALOG #: _____

CC21A2/P2

ARCHITECTURAL AREA/SITE

DELIVERED LUMENS

NO LENS

LED #	Nominal Lumen Package	Drive Current	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
				Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
					B	U	G			B	U	G			B	U	G	
72L	9,000	330	FR	9670	1	0	1	130.5	9872	1	0	1	133.2	10310	1	0	1	139.1
			FR-BC	6048	0	0	0	81.6	6174	0	0	0	83.3	6448	0	0	0	87.0
			2	9152	1	0	2	123.5	9343	1	0	2	126.1	9757	2	0	2	131.6
			2-BC	5217	0	0	1	70.4	5326	0	0	1	71.9	5562	0	0	1	75.0
			3	8827	1	0	2	119.1	9011	1	0	2	121.6	9411	1	0	2	127.0
			3-BC	5081	0	0	2	68.5	5187	0	0	2	70.0	5417	0	0	2	73.1
			4	8787	1	0	2	118.6	8971	1	0	2	121.0	9369	1	0	2	126.4
			4-BC	6065	0	0	2	81.8	6192	0	0	2	83.5	6467	0	0	2	87.2
			4W	9218	1	0	2	124.4	9411	1	0	2	127.0	9828	1	0	3	132.6
			4W-BC	5268	0	0	2	71.1	5378	0	0	2	72.6	5617	0	0	2	75.8
			5R	9161	3	0	3	123.6	9352	3	0	3	126.2	9767	3	0	3	131.8
			5QM	9147	3	0	1	123.4	9338	3	0	1	126.0	9753	3	0	1	131.6
	5QN	9639	3	0	0	130.1	9841	3	0	0	132.8	10277	3	0	0	138.7		
	5W	8146	3	0	2	109.9	8316	3	0	2	112.2	8685	3	0	2	117.2		
	12,000	465	FR	13285	1	0	1	125.3	13563	1	0	1	128.0	14164	2	0	1	133.6
			FR-BC	8308	0	0	1	78.4	8482	0	0	1	80.0	8858	0	0	1	83.6
			2	12573	2	0	2	118.6	12835	2	0	2	121.1	13405	2	0	2	126.5
			2-BC	7167	0	0	1	67.6	7317	0	0	1	69.0	7642	0	0	1	72.1
			3	12126	2	0	2	114.4	12380	2	0	2	116.8	12929	2	0	2	122.0
			3-BC	6980	0	0	2	65.9	7126	0	0	2	67.2	7442	0	0	2	70.2
			4	12072	1	0	2	113.9	12325	1	0	2	116.3	12871	1	0	3	121.4
			4-BC	8333	0	0	2	78.6	8507	0	0	2	80.3	8884	0	0	2	83.8
			4W	12664	2	0	3	119.5	12929	2	0	3	122.0	13502	2	0	3	127.4
			4W-BC	7238	1	0	2	68.3	7389	1	0	2	69.7	7717	1	0	2	72.8
			5R	12585	3	0	3	118.7	12848	3	0	3	121.2	13418	4	0	4	126.6
			5QM	12566	3	0	1	118.6	12829	3	0	1	121.0	13398	3	0	1	126.4
	5QN	13243	3	0	0	124.9	13520	4	0	0	127.6	14119	4	0	1	133.2		
	5W	11191	4	0	2	105.6	11425	4	0	2	107.8	11932	4	0	2	112.6		
	15,000	570	FR	15708	2	0	1	121.5	16036	2	0	0	124.1	16748	2	0	1	129.6
			FR-BC	9824	0	0	1	76.0	10029	0	0	1	77.6	10474	0	0	1	81.0
			2	14866	2	0	2	115.0	15176	2	0	2	117.4	15850	2	0	2	122.6
			2-BC	8474	0	0	1	65.6	8652	0	0	2	66.9	9035	0	0	2	69.9
			3	14338	2	0	3	110.9	14638	2	0	3	113.2	15287	2	0	3	118.3
			3-BC	8253	1	0	2	63.8	8426	1	0	2	65.2	8799	1	0	2	68.1
			4	14274	1	0	3	110.4	14572	1	0	3	112.7	15219	1	0	3	117.7
			4-BC	9852	0	0	2	76.2	10058	0	0	2	77.8	10505	1	0	2	81.3
4W			14974	2	0	4	115.8	15287	2	0	4	118.3	15965	2	0	4	123.5	
4W-BC			8558	1	0	2	66.2	8737	1	0	2	67.6	9124	1	0	2	70.6	
5R			14880	4	0	4	115.1	15191	4	0	4	117.5	15865	4	0	4	122.7	
5QM			14858	3	0	2	114.9	15169	4	0	2	117.3	15842	4	0	2	122.5	
5QN	15658	4	0	1	121.1	15985	4	0	1	123.7	16694	4	0	1	129.1			
5W	13232	4	0	2	102.4	13509	4	0	2	104.5	14108	4	0	2	109.1			

CRI Lumen Multiplier		
CCT	80 CRI	90 CRI
3000K	0.9119	0.7033
4000K	0.8941	N/A

Amber	
CCT	Multiplier
5000K	1
AM	0.1727

2700K Multiplier	
CCT	Multiplier
5000K	1
2700K	0.897



DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

CATALOG #: _____

CC21A2/P2

ARCHITECTURAL AREA/SITE

DELIVERED LUMENS (CONTINUED)

NO LENS

LED #	Nominal Lumen Package	Drive Current	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
				Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
					B	U	G			B	U	G			B	U	G	
72L	18,000	700	FR	18363	2	0	2	115.8	18747	2	0	2	118.2	19579	2	0	2	123.5
			FR-BC	11484	0	0	1	72.4	11724	1	0	1	73.9	12245	1	0	1	77.2
			2	17378	2	0	2	109.6	17742	2	0	2	111.9	18529	2	0	2	116.9
			2-BC	9907	1	0	2	62.5	10114	1	0	2	63.8	10563	1	0	2	66.6
			3	16761	2	0	3	105.7	17112	2	0	3	107.9	17871	2	0	3	112.7
			3-BC	9648	1	0	2	60.8	9850	1	0	2	62.1	10287	1	0	2	64.9
			4	16687	2	0	3	105.2	17035	2	0	3	107.4	17791	2	0	3	112.2
			4-BC	11518	1	0	2	72.6	11759	1	0	2	74.2	12280	1	0	3	77.4
			4W	17505	4	0	4	110.4	17871	2	0	4	112.7	18663	2	0	4	117.7
			4W-BC	10004	1	0	2	63.1	10213	1	0	2	64.4	10666	1	0	2	67.3
	5R	17395	4	0	4	109.7	17759	4	0	4	112.0	18547	4	0	4	117.0		
	5QM	17370	4	0	2	109.5	17733	4	0	2	111.8	18520	4	0	2	116.8		
	5QN	18305	4	0	1	115.4	18687	4	0	1	117.9	19516	4	0	1	123.1		
	5W	15469	4	0	2	97.6	15792	4	0	2	99.6	16493	4	0	2	104.0		
	FR	22108	2	0	2	106.1	22571	2	0	2	108.3	23572	2	0	2	113.1		
	FR-BC	13827	1	0	1	66.4	14116	1	0	1	67.8	14742	1	0	1	70.9		
	2	20923	3	0	3	100.4	21360	3	0	3	102.5	22308	3	0	3	106.8		
	2-BC	11927	1	0	2	57.3	12177	1	0	2	58.5	12717	1	0	2	61.1		
	3	20180	2	0	4	96.9	20602	2	0	4	99.6	21516	3	0	4	103.3		
	3-BC	11616	1	0	2	55.8	11859	1	0	2	56.9	12385	1	0	2	59.3		
4	20090	2	0	4	96.4	20510	2	0	4	98.5	21420	2	0	4	102.8			
4-BC	13867	1	0	3	66.6	14157	1	0	3	68.0	14785	1	0	3	71.1			
4W	21075	2	0	4	101.2	21515	2	0	4	103.3	22470	2	0	4	107.4			
4W-BC	12045	1	0	3	57.8	12296	1	0	3	59.0	12842	1	0	3	61.7			
5R	20943	4	0	4	100.5	21381	4	0	4	102.6	22330	4	0	4	107.3			
5QM	20913	4	0	2	100.4	21350	4	0	2	102.5	22297	4	0	2	106.8			
5QN	22038	4	0	1	105.8	22499	4	0	1	108.0	23497	5	0	1	112.5			
5W	18624	4	0	2	89.4	19013	4	0	2	91.3	19857	4	0	2	95.2			

CC21A2/P2

ARCHITECTURAL AREA/SITE

DELIVERED LUMENS

CLR LENS

LED #	Nominal Lumen Package	Drive Current	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
				Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
					B	U	G			B	U	G			B	U	G	
72L	9,000	330	FR	8657	1	0	1	116.8	8838	1	0	1	119.2	9230	1	0	1	124.5
			FR-BC	5414	0	0	0	73.0	5527	0	0	0	74.6	5772	0	0	0	77.9
			2	8192	1	0	2	110.5	8364	1	0	2	112.8	8735	1	0	2	117.8
			2-BC	4670	0	0	1	63.0	4768	0	0	1	64.3	4979	0	0	1	67.2
			3	7902	1	0	2	106.6	8067	1	0	2	108.8	8425	1	0	2	113.7
			3-BC	4548	0	0	1	61.4	4643	0	0	1	62.6	4849	0	0	1	65.4
			4	7866	1	0	2	106.1	8031	1	0	2	108.3	8387	1	0	2	113.2
			4-BC	5430	0	0	2	73.3	5543	0	0	2	74.8	5789	0	0	2	78.1
			4W	8252	1	0	2	111.3	8424	1	0	2	113.7	8798	1	0	2	118.7
			4W-BC	4716	0	0	2	63.6	4815	0	0	2	65.0	5028	0	0	2	67.8
			5R	8200	3	0	3	110.6	8372	3	0	3	113.0	8743	3	0	3	118.0
			5QM	8188	3	0	1	110.5	8360	3	0	1	112.8	8730	3	0	1	117.8
	5QN	8629	3	0	0	116.4	8810	3	0	0	118.9	9200	3	0	0	124.1		
	5W	7292	3	0	1	98.4	7445	3	0	1	100.4	7775	3	0	2	104.9		
	12,000	465	FR	11893	1	0	1	112.2	12141	1	0	1	114.6	12680	1	0	1	119.6
			FR-BC	7438	0	0	0	70.2	7593	0	0	1	71.6	7930	0	0	1	74.8
			2	11255	2	0	2	106.2	11490	2	0	2	108.4	12000	2	0	2	113.2
			2-BC	6416	0	0	1	60.5	6550	0	0	1	61.8	6841	0	0	1	64.5
			3	10855	2	0	2	102.4	11082	2	0	2	104.6	11574	2	0	2	109.2
			3-BC	6249	0	0	2	59.0	6379	0	0	2	60.2	6662	0	0	2	62.9
			4	10807	1	0	2	102.0	11033	1	0	2	104.1	11522	1	0	2	108.7
			4-BC	7459	0	0	2	70.4	7615	0	0	2	71.8	7953	0	0	2	75.0
			4W	11337	2	0	3	107.0	11574	2	0	3	109.2	12087	2	0	3	114.0
			4W-BC	6479	1	0	2	61.1	6615	1	0	2	62.4	6908	1	0	2	65.2
			5R	11266	3	0	3	106.3	11502	3	0	3	108.5	12012	3	0	3	113.3
			5QM	11249	3	0	1	106.1	11485	3	0	1	108.4	11994	3	0	1	113.2
	5QN	11855	3	0	0	111.8	12103	3	0	0	114.2	12640	3	0	0	119.3		
	5W	10018	3	0	2	94.5	10228	3	0	2	96.5	10682	4	0	2	100.8		
	15,000	570	FR	14062	2	0	1	108.8	14356	2	0	1	111.1	14993	2	0	1	116.0
			FR-BC	8794	0	0	1	68.0	8978	0	0	1	69.5	9376	0	0	1	72.5
			2	13308	2	0	2	102.9	13586	2	0	2	105.1	14189	2	0	2	109.8
			2-BC	7586	0	0	1	58.7	7745	0	0	1	59.9	8088	0	0	1	62.6
			3	12835	2	0	2	99.3	13104	2	0	2	101.4	13685	2	0	3	105.9
			3-BC	7388	0	0	2	57.2	7543	0	0	2	58.3	7877	1	0	2	60.9
			4	12778	1	0	3	98.8	13045	1	0	3	100.9	13624	1	0	3	105.4
			4-BC	8820	0	0	2	68.2	9004	0	0	2	69.7	9404	0	0	2	72.7
4W			13404	2	0	3	103.7	13685	2	0	3	105.9	14292	2	0	3	110.6	
4W-BC			7661	1	0	2	59.3	7821	1	0	2	60.5	8168	1	0	2	63.2	
5R			13321	3	0	3	103.0	13599	4	0	4	105.2	14203	4	0	4	109.9	
5QM			13301	3	0	1	102.9	13579	3	0	1	105.0	14182	3	0	2	109.7	
5QN	14017	4	0	1	108.4	14310	4	0	1	110.7	14945	4	0	1	115.6			
5W	11845	4	0	2	91.6	12093	4	0	2	93.5	12630	4	0	2	97.7			

CC21A2/P2

ARCHITECTURAL AREA/SITE

DELIVERED LUMENS (CONTINUED)

CLR LENS

LED #	Nominal Lumen Package	Drive Current	Distribution	3000K 70CRI				4000K 70CRI				5000K 70CRI						
				Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
					B	U	G			B	U	G			B	U	G	
72L	18,000	700	FR	16438	2	0	1	103.7	16782	2	0	1	105.8	17527	2	0	1	110.5
			FR-BC	10281	0	0	1	64.8	10496	0	0	1	66.2	10961	0	0	1	69.1
			2	15557	2	0	2	98.1	15882	2	0	2	100.2	16587	2	0	2	104.6
			2-BC	8868	0	0	2	55.9	9054	0	0	2	57.1	9456	0	0	2	59.6
			3	15005	2	0	2	94.6	15318	2	0	2	96.6	15998	2	0	3	100.9
			3-BC	8637	1	0	2	54.5	8818	1	0	2	55.6	9209	1	0	2	58.1
			4	14938	1	0	3	94.2	15250	1	0	3	96.2	15927	1	0	3	100.4
			4-BC	10311	0	0	2	65.0	10526	1	0	2	66.4	10993	1	0	2	69.3
			4W	15670	2	0	4	98.8	15998	2	0	4	100.9	16707	2	0	4	105.4
			4W-BC	8956	1	0	2	56.5	9143	1	0	2	57.7	9549	1	0	2	60.2
			5R	15572	4	0	4	98.2	15898	4	0	4	100.3	16603	4	0	4	104.7
			5QM	15549	4	0	2	98.1	15874	4	0	2	100.1	16579	4	0	2	104.6
			5QN	16386	4	0	1	103.3	16729	4	0	1	105.5	17471	4	0	1	110.2
5W	13848	4	0	2	87.3	14137	4	0	2	89.2	14764	4	0	2	93.1			

PL LENS

LED #	Nominal Lumen Package	Drive Current	Distribution	3000K 70CRI				4000K 70CRI				5000K 70CRI						
				Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
					B	U	G			B	U	G			B	U	G	
72L	9,000	330	FR	8123	1	0	1	109.6	8293	1	0	1	111.9	8660	1	0	1	116.8
			FR-BC	5080	0	0	0	68.5	5186	0	0	0	70.0	5416	0	0	0	73.1
			2	7687	1	0	2	103.7	7848	1	0	2	105.9	8196	1	0	2	110.6
			2-BC	4382	0	0	1	59.1	4474	0	0	1	60.4	4672	0	0	1	63.0
			3	7414	1	0	2	100.0	7569	1	0	2	102.1	7905	1	0	2	106.7
			3-BC	4268	0	0	1	57.6	4357	0	0	1	58.8	4550	0	0	1	61.4
			4	7381	1	0	2	99.6	7535	1	0	2	101.7	7870	1	0	2	106.2
			4-BC	5095	0	0	2	68.7	5201	0	0	2	70.2	5432	0	0	2	73.3
			4W	7743	1	0	2	104.5	7905	1	0	2	106.6	8256	1	0	2	111.4
			4W-BC	4425	0	0	2	59.7	4518	0	0	2	61.0	4718	0	0	2	63.7
			5R	7695	3	0	3	103.8	7856	3	0	3	106.0	8204	3	0	3	110.7
			5QM	7683	3	0	1	103.7	7844	3	0	1	105.8	8192	3	0	1	110.5
			5QN	8097	3	0	0	109.2	8266	3	0	0	111.5	8633	3	0	0	116.5
	5W	6843	3	0	1	92.3	6986	3	0	1	94.2	7296	3	0	1	98.4		
	12,000	465	FR	11159	1	0	1	105.3	11392	1	0	1	107.5	11898	1	0	1	112.3
			FR-BC	6979	0	0	0	65.8	7125	0	0	0	67.2	7441	0	0	0	70.2
			2	10561	2	0	2	99.6	10782	2	0	2	101.7	11260	2	0	2	106.2
			2-BC	6020	0	0	1	56.8	6146	0	0	1	58.0	6419	0	0	1	60.6
			3	10186	2	0	2	96.1	10399	2	0	2	98.1	10860	2	0	2	102.5
			3-BC	5863	0	0	2	55.3	5986	0	0	2	56.5	6251	0	0	2	59.0
			4	10140	1	0	2	95.7	10352	1	0	2	97.7	10812	1	0	2	102.0
			4-BC	6999	0	0	2	66.0	7146	1	0	2	67.4	7463	0	0	2	70.4
			4W	10637	1	0	3	100.4	10860	1	0	3	102.5	11342	2	0	3	107.0
4W-BC			6079	0	0	2	57.4	6207	0	0	2	58.6	6482	1	0	2	61.2	
5R	10571	3	0	3	99.7	10792	3	0	3	101.8	11271	3	0	3	106.3			
5QM	10555	3	0	1	99.6	10776	3	0	1	101.7	11254	3	0	1	106.2			
5QN	11124	3	0	0	104.9	11356	3	0	0	107.1	11860	3	0	0	111.9			
5W	9400	3	0	2	88.7	9597	3	0	2	90.5	10023	3	0	2	94.6			



DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

CATALOG #: _____

CC21A2/P2

ARCHITECTURAL AREA/SITE

PL LENS

LED #	Nominal Lumen Package	Drive Current	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
				Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
					B	U	G			B	U	G			B	U	G	
72L	15,000	570	FR	13194	1	0	1	102.1	13470	1	0	1	104.2	14068	2	0	1	108.8
			FR-BC	8252	0	0	1	63.8	8424	0	0	1	65.2	8798	0	0	1	68.1
			2	12487	2	0	2	96.6	12748	2	0	2	98.6	13313	2	0	2	103.0
			2-BC	7118	0	0	1	55.1	7267	0	0	1	56.2	7590	0	0	1	58.7
			3	12043	2	0	2	93.2	12295	2	0	2	95.1	12841	2	0	2	99.3
			3-BC	6932	0	0	2	53.6	7077	0	0	2	54.7	7391	0	0	2	57.2
			4	11990	1	0	2	92.7	12240	1	0	2	94.7	12783	1	0	3	98.9
			4-BC	8276	0	0	2	64.0	8449	0	0	2	65.4	8824	0	0	2	68.3
			4W	12577	2	0	3	97.3	12840	2	0	3	99.3	13410	2	0	3	103.7
			4W-BC	7188	1	0	2	55.6	7339	1	0	2	56.8	7664	1	0	2	59.3
			5R	12499	3	0	3	96.7	12760	3	0	3	98.7	13327	3	0	3	103.1
			5QM	12481	3	0	1	96.5	12742	3	0	1	98.6	13307	3	0	1	102.9
			5QN	13152	3	0	0	101.7	13427	4	0	0	103.9	14023	4	0	1	108.5
			5W	11115	4	0	2	86.0	11347	4	0	2	87.8	11851	4	0	2	91.7
	18,000	700	FR	15425	2	0	1	97.3	15747	2	0	1	99.3	16446	2	0	1	103.7
			FR-BC	9647	0	0	1	60.8	9848	0	0	1	62.1	10285	0	0	1	64.9
			2	14597	2	0	2	92.1	14903	2	0	2	94.0	15564	2	0	2	98.2
			2-BC	8321	0	0	1	52.5	8495	0	0	1	53.6	8872	0	0	2	56.0
			3	14079	2	0	2	88.8	14374	2	0	2	90.7	15011	2	0	2	94.7
			3-BC	8104	1	0	2	51.1	8274	1	0	2	52.2	8641	1	0	2	54.5
			4	14016	1	0	3	88.4	14309	1	0	3	90.2	14944	1	0	3	94.3
			4-BC	9675	0	0	2	61.0	9877	0	0	2	62.3	10315	0	0	2	65.1
			4W	14703	2	0	4	92.7	15011	2	0	4	94.7	15677	2	0	4	98.9
			4W-BC	8403	1	0	2	53.0	8579	1	0	2	54.1	8960	1	0	2	56.5
			5R	14612	4	0	4	92.2	14917	4	0	4	94.1	15579	4	0	4	98.3
			5QM	14590	3	0	2	92.0	14895	3	0	2	93.9	15556	4	0	2	98.1
			5QN	15375	4	0	1	97.0	15697	4	0	1	99.0	16393	4	0	1	103.4
			5W	12994	4	0	2	81.9	13265	4	0	2	83.7	13854	4	0	2	87.4

CC21A2/P2

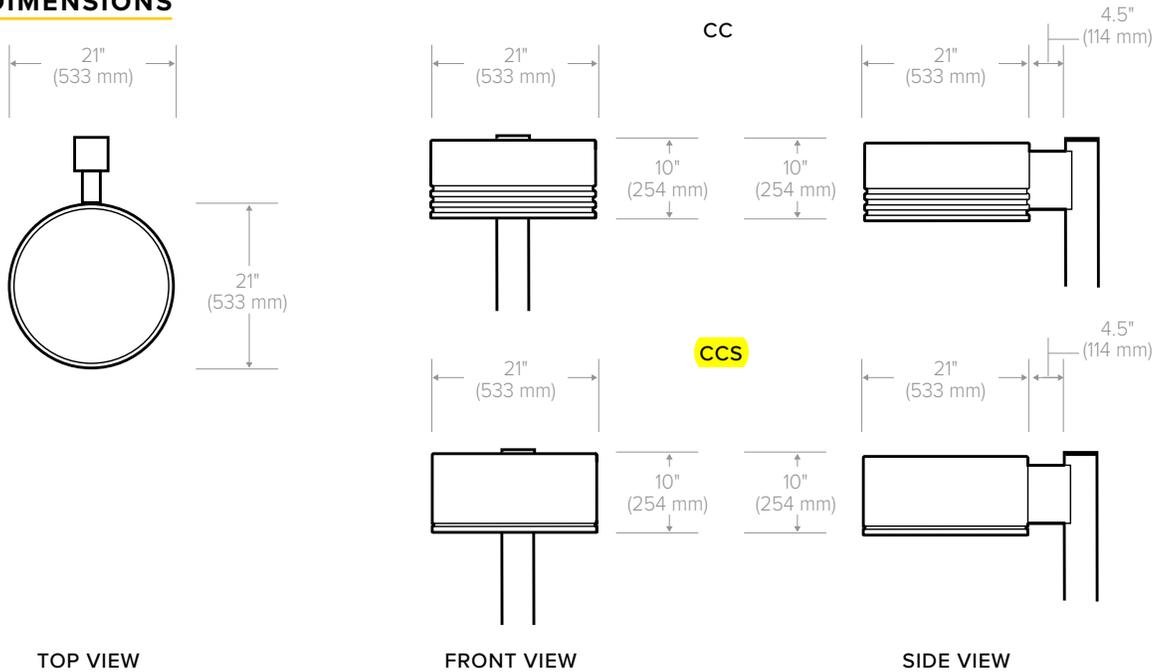
ARCHITECTURAL AREA/SITE

DELIVERED LUMENS (CONTINUED)

HDL LENS

LED #	Nominal Lumen Package	Drive Current	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
				Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
					B	U	G			B	U	G			B	U	G	
72L	3,000	330	3-DL	5944	1	0	1	80.2	6068	1	0	1	81.9	6337	2	0	1	85.5
			5W-DL	5485	2	0	1	74.0	5600	2	0	1	75.6	5849	2	0	1	78.9
	12,000	465	3-DL	8166	2	0	2	77.0	8336	2	0	2	78.7	8706	2	0	2	82.1
			5W-DL	7536	2	0	1	71.1	7694	2	0	1	72.6	8035	3	0	1	75.8
	15,000	570	3-DL	9655	2	0	2	74.7	9857	2	0	2	76.2	10294	2	0	2	79.6
			5W-DL	8910	3	0	1	68.9	9097	3	0	1	70.4	9500	3	0	1	73.5
	18,000	700	3-DL	11287	2	0	2	71.2	11523	2	0	2	72.7	12034	2	0	2	75.9
			5W-DL	10417	3	0	2	65.7	10634	3	0	2	67.1	11106	3	0	2	70.0

DIMENSIONS





DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

CATALOG #: _____

CC21A2/P2

ARCHITECTURAL AREA/SITE

PHOTOMETRY

CC21x2-72L-900-4K7-FR

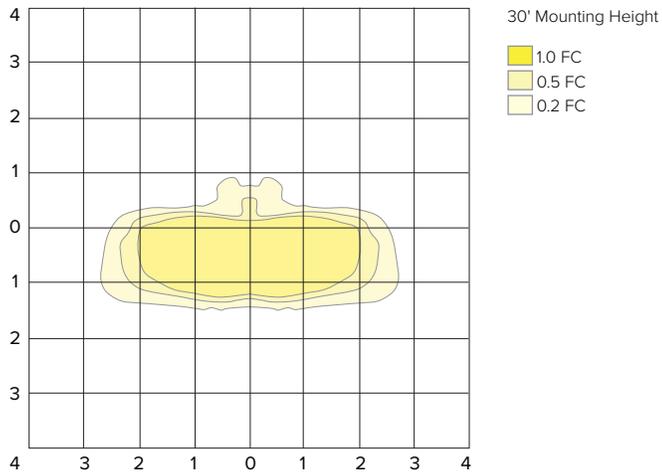
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	22571
Watts	208.3
Efficacy	108.4
IES Type	I
BUG Rating	B2-U0-G2
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	19733	87.4%
Downward House Side	2838	12.6%
Downward Total	22571	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	22571	100%

ISOFOOT CANDLE PLOT



CC21x2-72L-900-4K7-2

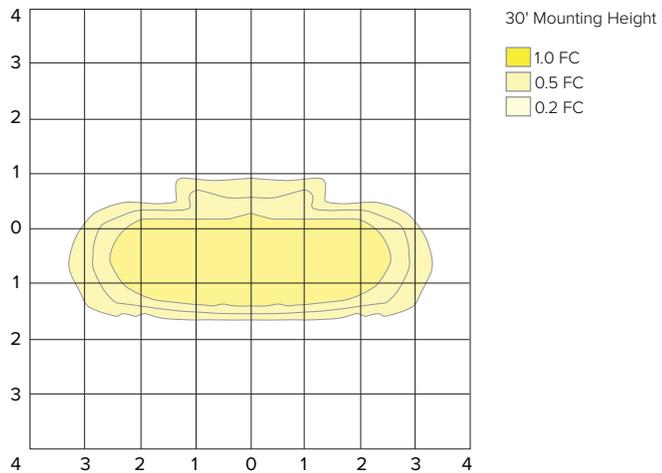
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	21360
Watts	208.79
Efficacy	102.3
IES Type	II
BUG Rating	B3-U0-G3
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	17906	83.8%
Downward House Side	3454	16.2%
Downward Total	21360	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	21360	100%

ISOFOOT CANDLE PLOT



CC21x2-72L-900-4K7-3

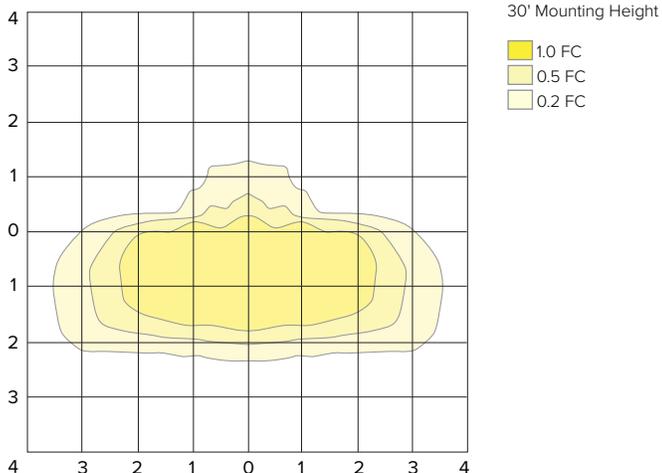
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	20603
Watts	206.8
Efficacy	99.6
IES Type	III
BUG Rating	B2-U0-G4
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	17604	85.4%
Downward House Side	2999	14.6%
Downward Total	20603	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	20603	100%

ISOFOOT CANDLE PLOT



CC21A2/P2

ARCHITECTURAL AREA/SITE

PHOTOMETRY

CC21x2-72L-900-4K7-4

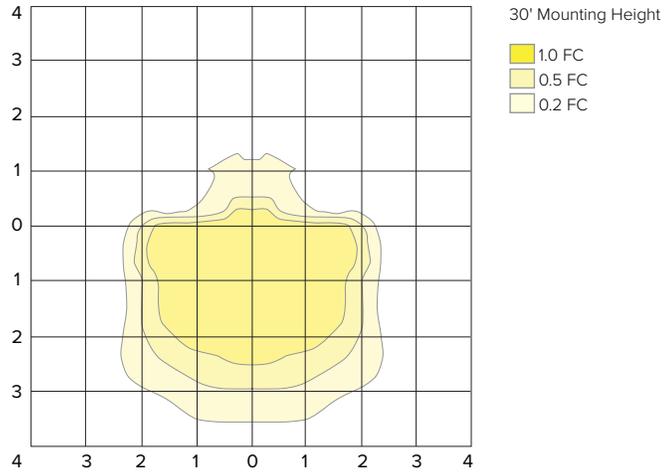
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	20510
Watts	208.3
Efficacy	98.5
IES Type	IV
BUG Rating	B2-U0-G4
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	18232	88.9%
Downward House Side	2278	11.1%
Downward Total	20510	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	20510	100%

ISOFOOT CANDLE PLOT



CC21x2-72L-900-4K7-4W

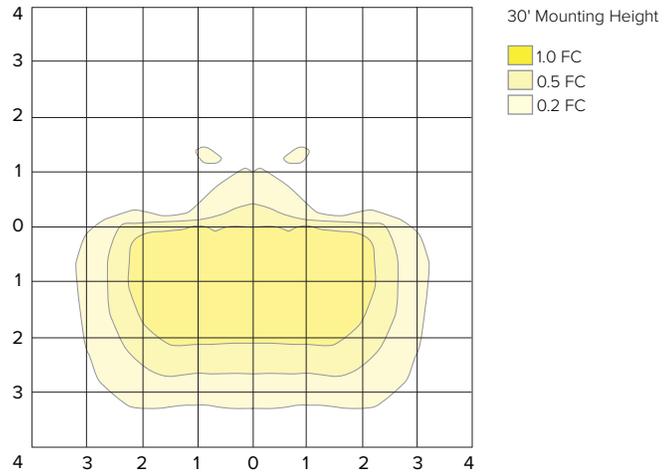
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	21516
Watts	208.3
Efficacy	103.3
IES Type	IV
BUG Rating	B2-U0-G4
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	19250	89.5%
Downward House Side	2266	10.5%
Downward Total	21516	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	21516	100%

ISOFOOT CANDLE PLOT



CC21x2-72L-900-4K7-5QM

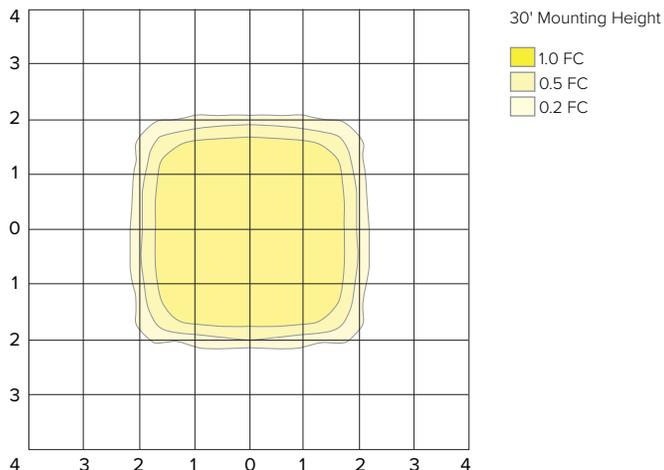
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	21351
Watts	208.3
Efficacy	102.5
IES Type	V
BUG Rating	B4-U0-G2
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	10676	50.0%
Downward House Side	10676	50.0%
Downward Total	21351	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	21351	100%

ISOFOOT CANDLE PLOT





DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

CATALOG #: _____

CC21A2/P2

ARCHITECTURAL AREA/SITE

PHOTOMETRY

CC21x2-72L-900-4K7-5QN

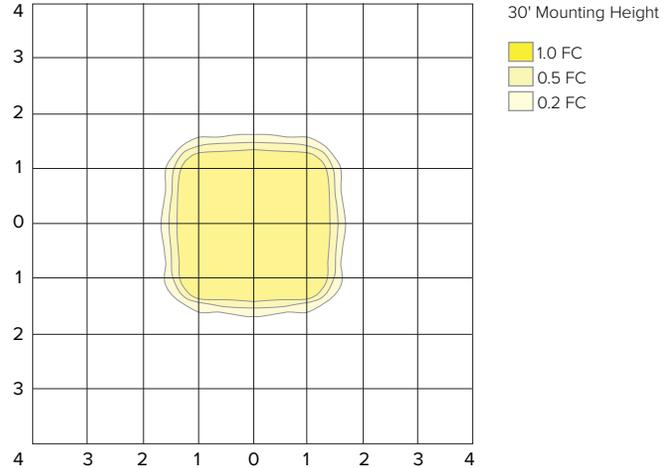
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	22499
Watts	208.3
Efficacy	108.0
IES Type	V
BUG Rating	B4-U0-G1
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	11250	50.0%
Downward House Side	11250	50.0%
Downward Total	22499	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	22499	100%

ISOFOOT CANDLE PLOT



CC21x2-72L-900-4K7-5R

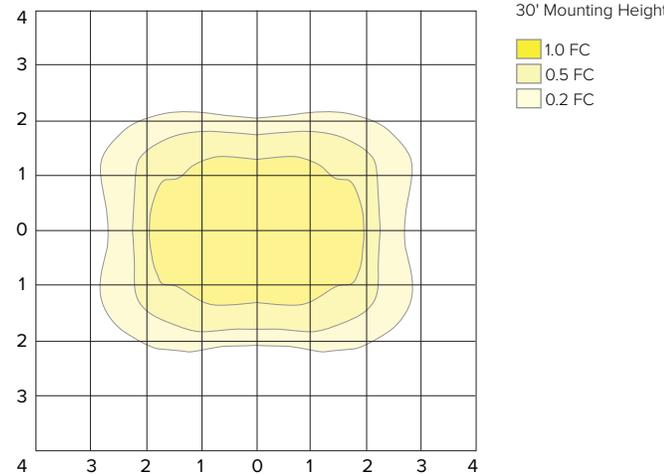
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	21382
Watts	208.3
Efficacy	102.7
IES Type	V
BUG Rating	B4-U0-G4
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	10691	50.0%
Downward House Side	10691	50.0%
Downward Total	21382	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	21382	100%

ISOFOOT CANDLE PLOT



CC21x2-72L-900-4K7-5W

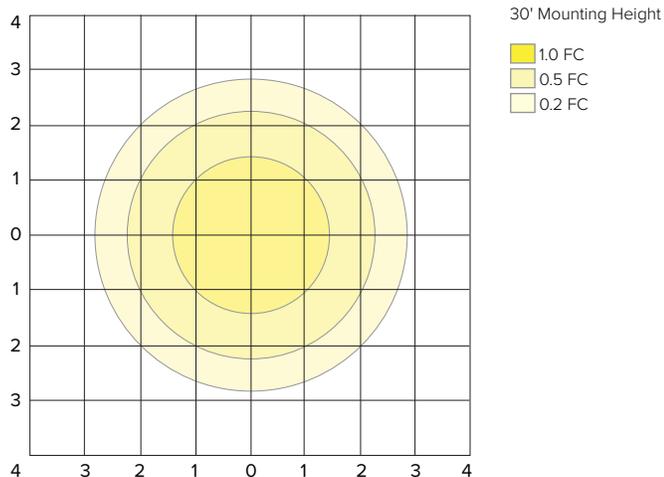
LUMINAIRE DATA

Description	4000K, 70CRI
Delivered Lumens	19013
Watts	208.3
Efficacy	91.3
IES Type	V
BUG Rating	B4-U0-G2
Mounting Height	30 ft
Grid Scale	30 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	9507	50.0%
Downward House Side	9507	50.0%
Downward Total	19013	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	19013	100%

ISOFOOT CANDLE PLOT

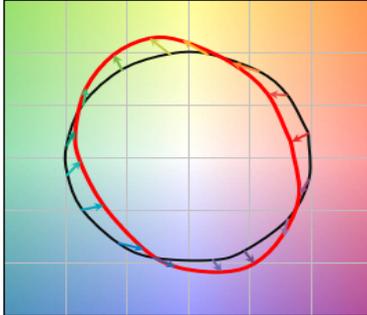


CC21A2/P2

ARCHITECTURAL AREA/SITE

TM-30 DATA

COLOR VECTOR GRAPHIC

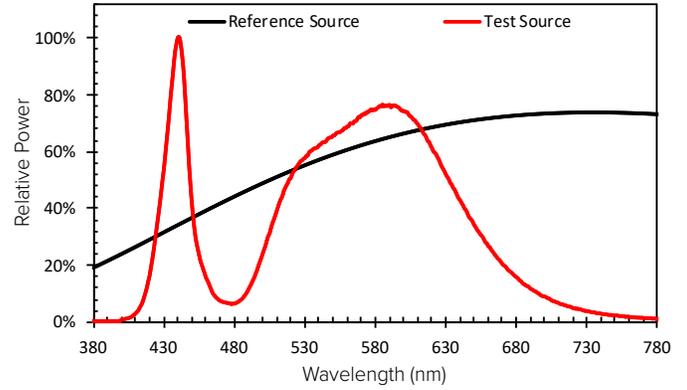


— Reference Illuminant — Test Source

TEST SOURCE

R _f	68
R _g	99
CCT(K)	3947
D _{uv}	0.0004
x	0.3831
y	0.3793
CIE R _a	72

SPECTRAL POWER DISTRIBUTION COMPARISON



ELECTRICAL DATA

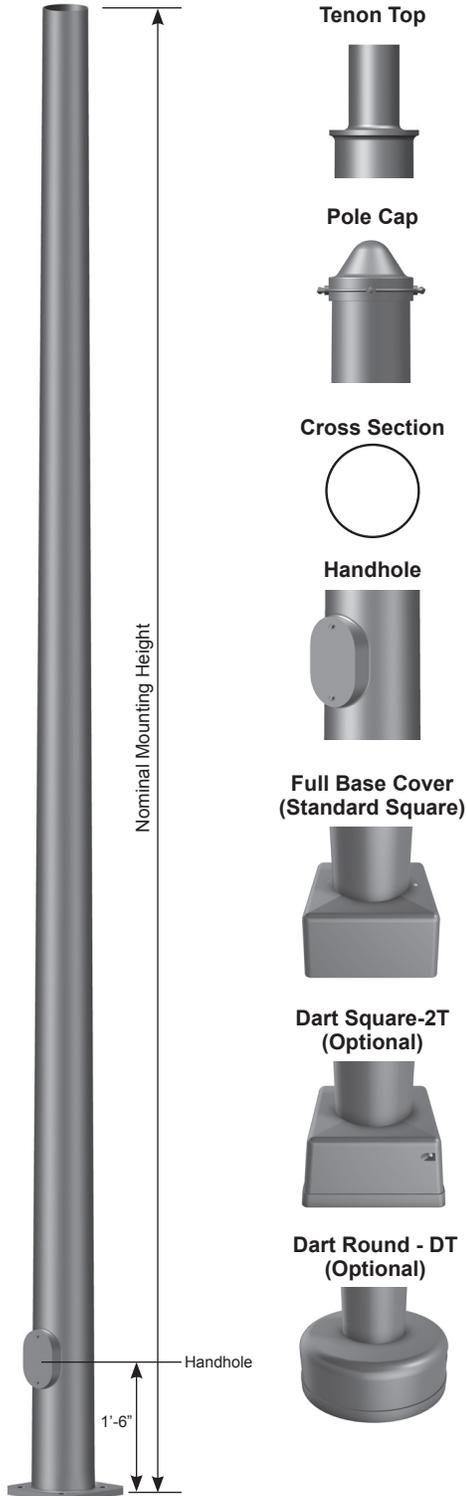
LED #	System Watts	Current	Line Voltage		Amps AC						Min Power Factor	Max. THD (%)	Dimming				
			VAC	Hz	120	208	240	277	347	480			Dimming Range	Source Current Out		Absolute Voltage	
														Min	Max	Min	Max
72L	74.1	330	120-480	50/60	0.62	0.36	0.31	0.27	0.21	0.15	>0.9	20	10% to 100%	0mA	1mA	0V	10V
	106.0	465			0.88	0.51	0.44	0.38	0.31	0.22							
	129.3	570			1.08	0.62	0.54	0.47	0.37	0.27							
	158.6	700			1.32	0.76	0.66	0.57	0.46	0.33							
	208.3	900			1.74	1.00	0.87	0.75	0.60	0.43							

TM-21 Lifetime Calculation - Projected Lumen Maintenance (25°C / 77°C)

HOURS	0	25,000	36,000	50,000	100,000	Reported L70
Projected Lumen Maintenance	100%	90.8%	88.0%	84.5%	73.0%	>60000

Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: DS210 ---- Quote: _____	Customer Approval: _____ Date: _____

SPECIFICATIONS



Pole Shaft - The pole shaft is a 1-piece assembly conforming to ASTM A595 Grade A or A572 Grade 55 with a constant linear taper of 0.14 in/ft.

Pole Top - Pole is provided with either a tenon top or drilled for a fixture mounting. A removable pole cap is provided for drilled poles. Consult the luminaire manufacturer for correct tenon size or drill pattern. Other pole top options include pole cap only (PC) or plain top (PL) which is typical when the pole top diameter matches the necessary slip fit dimensions.

Handhole - A reinforced handhole with grounding provision is provided at 1'-6" from the base end of the pole assembly. Each handhole includes a cover and the cover attachment hardware. Poles with a 5.90" base diameter are supplied with a 3" X 5" rectangular handhole. All other pole assemblies are provided with a 4" X 6.5" ovalized handhole. Handhole dimensions are nominal.

Base Cover - A two-piece full base cover fabricated from ABS plastic is provided with each pole assembly. Valmont reserves the right to provide a two-piece steel full base cover on some applications depending upon the finish requirement and/or pole base diameter. Nut covers can be substituted on most models. Additional base cover options, including the Dart Square (2T) cast aluminum cover and Dart Round (DT) cast aluminum cover, are available upon request.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

Hardware - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

Finish - Standard finishes are either Galvanized (GV) or Finish Painted (FP). Additional finish options including Finish Paint over Galvanizing (FPGV) or any of the V-PRO™ Finish Coating Systems are available upon request. See the product ordering code for color options.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.

ROUND TAPERED STEEL DS210 Light Duty



Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: DS210 ---- Quote: _____	Customer Approval: _____ Date: _____

DESIGNATION, LOAD AND DIMENSIONAL DATA

NOMINAL MOUNTING HEIGHT	DESIGN INFORMATION						POLE DIMENSIONS				DESIGNATION
	80 MPH w/1.3 GUST		90 MPH w/1.3 GUST		100 MPH w/1.3 GUST		BASE OD (IN)	TOP OD (IN)	WALL THK (GA)	STRUCTURE WEIGHT ² (LBS)	
	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)					
20'-0"	19.3	482	15.1	377	12.2	305	5.90	3.10	11	140	590A200
	24.2	605	19.3	482	15.6	390	6.50	3.70	11	160	650A200
25'-0"	12.5	312	9.9	247	8.0	200	5.90	2.40	11	155	590A250
	20.3	507	16.2	405	13.1	327	7.00	3.50	11	200	700A250
	30.5	760	24.0	625	19.8	495	7.00	3.50	7	280	700E250
30'-0"	11.7	292	9.3	232	7.5	187	6.60	2.40	11	200	660A300
	18.9	473	14.9	373	12.0	300	8.00	3.80	11	265	800A300
	33.5	838	27.0	675	22.0	550	8.00	3.80	7	380	800E300
35'-0"	11.2	280	8.9	222	7.1	177	7.30	2.40	11	250	730A350
	18.9	472	15.1	377	12.2	305	8.50	3.60	11	315	850A350
	23.2	580	18.2	455	14.5	363	9.50	4.60	11	370	950A350
39'-0"	10.7	267	8.5	212	6.6	165	7.82	2.40	11	285	782A389
	17.2	430	13.5	338	10.8	270	9.00	3.58	11	355	900A389
	28.5	715	23.0	575	19.0	475	9.00	3.58	7	515	900E389
45'-0"	17.4	435	13.5	338	10.6	265	10.00	3.70	11	450	T00A450
	28.5	715	23.0	575	19.0	475	10.00	3.70	7	650	T00E450
50'-0"	13.2	330	10.6	265	8.3	208	10.00	3.00	11	475	T00A500
	20.5	512	16.5	412	13.6	340	10.00	3.00	7	680	T00E500

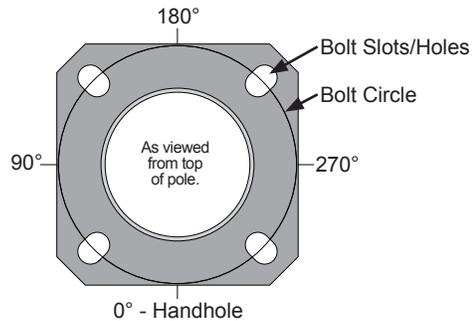
DS210 Heavy Duty poles available at valmontstructures.com

- Maximum EPA (Effective Projected Area) and weight values are based on top mounted luminaires and/or brackets having a centroid 2'-6" above the Nominal Mounting Height. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.
- Structure weight is a nominal value which includes the pole shaft and base plate only.

ANCHORAGE DATA

POLE		BASE PLATE			ANCHOR BOLTS			
BASE OD (IN)	WALL THK (GA)	BOLT CIRCLE		SQUARE (IN)	THK (IN)	DIA x LENGTH x HOOK (IN)	PROJECTION (IN)	± (IN)
		DIA (IN)	± (IN)					
5.90	11	9.00	0.50	10.00	0.875	1.00 x 36.00 x 4.00	4.13	0.25
6.50	11	9.50	0.50	10.50	0.875	1.00 x 36.00 x 4.00	4.13	0.25
6.60	11	9.50	0.50	10.50	0.875	1.00 x 36.00 x 4.00	4.13	0.25
7.00	11	10.00	0.50	10.88	0.875	1.00 x 36.00 x 4.00	4.13	0.25
7.00	7	10.00	0.50	10.88	1.000	1.00 x 36.00 x 4.00	4.25	0.25
7.30	11	10.50	0.50	11.25	0.875	1.00 x 36.00 x 4.00	4.13	0.25
7.82	11	11.00	0.50	11.50	0.875	1.00 x 36.00 x 4.00	4.13	0.25
8.00	11	11.00	0.50	11.50	0.875	1.00 x 36.00 x 4.00	4.13	0.25
8.00	7	11.00	0.50	11.50	1.250	1.25 x 42.00 x 6.00	5.00	0.25
8.50	11	11.50	0.50	12.00	1.000	1.00 x 36.00 x 4.00	4.25	0.25
9.00	11	12.50	0.50	12.38	1.000	1.00 x 36.00 x 4.00	4.25	0.25
9.00	7	12.50	0.50	12.38	1.250	1.25 x 42.00 x 6.00	5.00	0.25
9.50	11	13.00	0.50	13.00	1.000	1.00 x 36.00 x 4.00	4.25	0.25
10.00	11	13.50	0.50	14.00	1.000	1.00 x 36.00 x 4.00	4.25	0.25
10.00	7	13.50	0.50	14.00	1.250	1.25 x 42.00 x 6.00	5.00	0.25

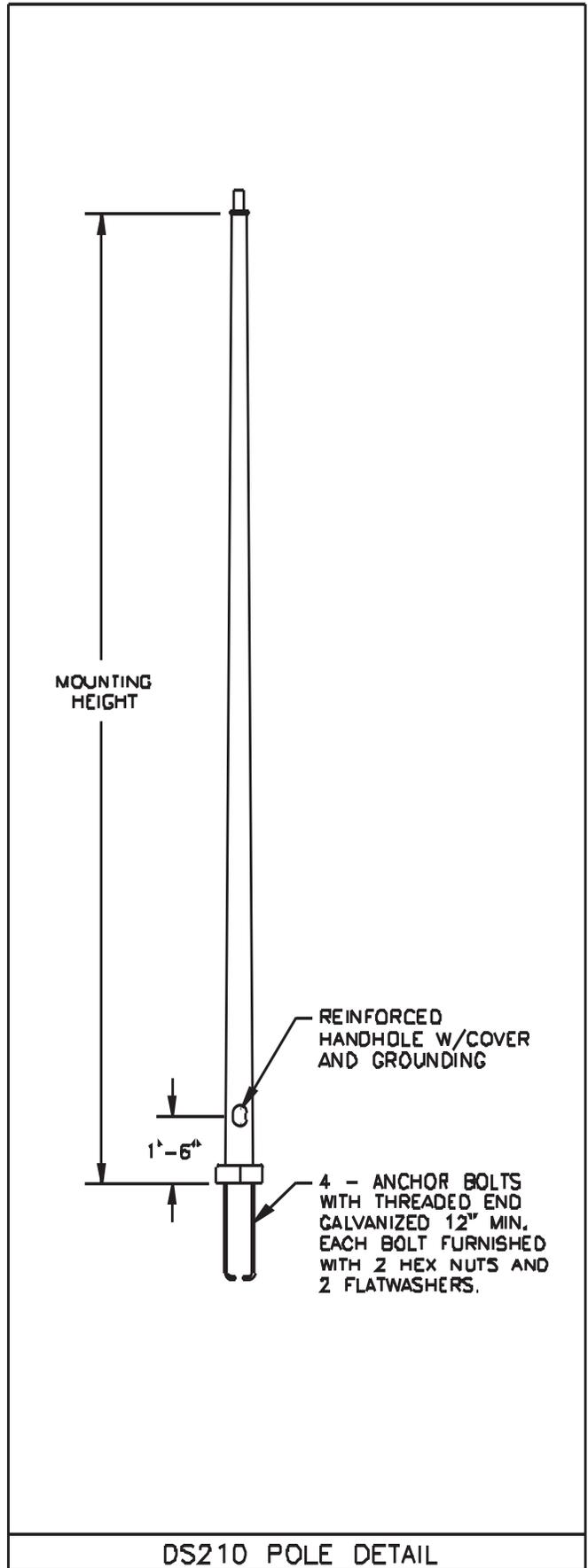
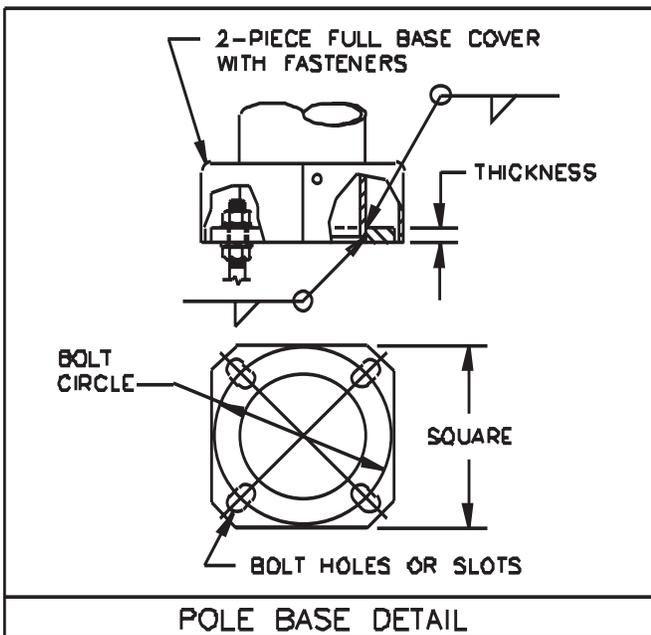
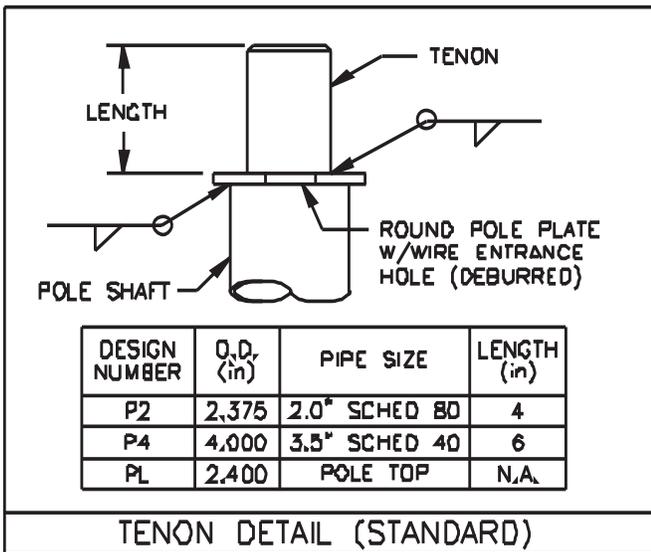
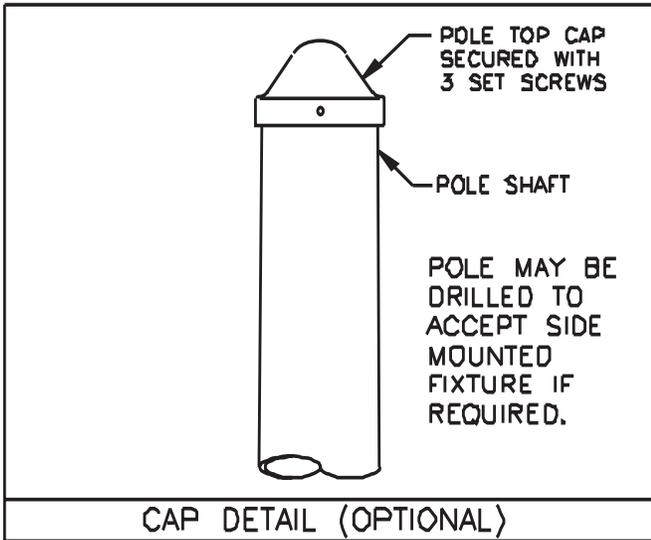
Anchor Base Detail



PRODUCT ORDERING CODE

MODEL	DESIGNATION	FIXTURE MOUNTING	FINISH SYSTEM	STANDARD COLOR OPTIONS	BASE COVER	ANCHOR BOLTS	SUPPLEMENTAL INFO
DS210	850A350		--	--	FBC	--	
	Select Correct Designation from the Load and Dimensional Data Chart.	Drill Mounting (See Orientation) D1 = (1) Drillings @ 270° D2 = (2) Drillings @ 90° & 270° D3 = (3) Drillings @ 60°, 180°, & 300° D4 = (4) Drillings @ 0°, 90°, 180°, & 270° D5 = (2) Drillings @ 180° & 270° D6 = (3) Drillings @ 90°, 180°, & 270° Tenon Mounting P2 = 2.38" OD x 4" tenon P4 = 4.00" OD x 6" tenon P5 = 2.88" OD x 4" tenon P6 = 2.88" OD x 5" tenon P7 = 2.38" OD x 5" tenon P9 = Special Size (Specify) Other Options PC = Pole Cap PL = Plain Top (No Cap)	GV = Galvanized FP = Finish Painted -----OPTIONAL----- FPGV = Finish Paint over Galvanizing VP30 = V-PRO™ 30 System VP32 = V-PRO™ 32 System VP53 = V-PRO™ 53 System VP54 = V-PRO™ 54 System VP57 = V-PRO™ 57 System VP100 = V-PRO™ 100 System VP105 = V-PRO™ 105 System	GV = Galvanized BK = Black DB = Dark Bronze MB = Medium Bronze WH = White LG = Light Gray CB = Bronze DG = Dark Green ST = Sandstone HG = Hunter Green SG = Slate Gray SL = Silver SC = Special Color (Specify)	FBC = Full Base Cover -----OPTIONAL----- NC = Nut Covers 2T = Square Dart Cover DT = Dart Round Cover	AB = With Anchor Bolts LAB = Without Anchor Bolts	

DS210 Round Tapered



SPC7204 02/17 valmontstructures.com carries the most current spec information and supersedes these guidelines.

RESOLUTION # 066
(Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND ADIONA TRANSPORTATION SOLUTIONS, LLC AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a contract for the purchase and delivery of streetlights between the City of Aspen and Adiona Transportation Solutions, LLC a true and accurate copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

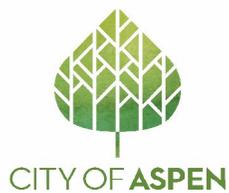
That the City Council of the City of Aspen hereby approves that Contract for purchase and delivery of streetlights between the City of Aspen and Adiona Transportation Solutions, LLC., a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 10th day of May, 2022.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, May 10th, 2022.

Nicole Henning, City Clerk



MEMORANDUM

TO: Mayor Torre and Aspen City Council

FROM: Alissa Farrell, Administrative Services Director

THROUGH: Sara Ott, City Manager

MEMO DATE: May 2, 2022

MEETING DATE: May 10, 2022

RE: Resolution No. 067, Series of 2022 – Consent Item
Professional Services Contract with Interim Public Management, LLC to provide interim Information Technology Director services

REQUEST OF COUNCIL: Staff is requesting Council approval of Resolution No. 067 Series of 2022, granting approval of a contract with Interim Public Management, LLC (IPM) to provide an interim Information Technology (IT) Director.

SUMMARY AND BACKGROUND:

The IT Director is a critical position and is currently vacant. Expected hiring timeline is between three to five months, approximately.

DISCUSSION:

The stability of a current, interim IT Director with decades of IT management experience in public sector will allow for a smooth transition with minimal disruption of services. Furthermore, IPM has agreed to provide a continual departmental organization assessment and to assist in the recruitment process of hiring the City of Aspen IT Director.

Upon Council approval, the expected commencement date for engagement is Monday, May 16, 2022. The interim IT Director is expected to provide services five days a week, typically Monday through Friday, with availability for IT emergencies.

FINANCIAL IMPACTS: The IPM service fees for each week for the interim IT Director are \$4,737. If approved, funding from this contract will initially come from the IT carry forward savings fund. The IT carry forward savings fund is expected to cover approximately three months of the interim IT Director contract and expenses. If additional funding is necessary, a request to appropriate funds from the IT fund balance shall be requested.

ENVIRONMENTAL IMPACTS: N/A

ALTERNATIVES: Council may consider leaving the IT Director position vacant which would require IT staff and the Administrative Services Director to provide the additional

critical, technical, and managerial services. However, an inadvertent but potential consequence of this option may lead to disruption of service because of a gap in the level of technical and complex IT Director duties with the vacant position.

RECOMMENDATIONS: Staff recommends Council approval of Resolution No. 067, granting approval of a contract for professional services with IPM for an immediate and highly qualified interim IT Director.

CITY MANAGER COMMENTS:

EXHIBITS: Contract is an exhibit to the Resolution.

RESOLUTION NO. 67
(Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND INTERIM PUBLIC MANAGEMENT, LLC AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a contract for professional services support for professional management-level services, between the City of Aspen and Interim Public Management, LLC, a true and accurate copy of which is attached hereto as Exhibit “A”;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves that Contract for professional management-level services between the City of Aspen and Interim Public Management, LLC, a copy of which is annexed hereto and incorporated herein and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 10th day of May 2022.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, May 10, 2022.

Nicole Henning, City Clerk

Exhibit A

PROFESSIONAL SERVICES AGREEMENT 2022-216

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into between the City of Aspen, a municipal corporation of the State of Colorado ("Client") acting through its City Manager (the "Manager"), and Interim Public Management, LLC, an Arizona limited liability company ("IPM").

RECITALS

WHEREAS, the Code and Ordinances of Client, Client policies and/or Client's Council empower the Manager to enter into contracts on behalf of Client for professional services; and

WHEREAS, Client is in need of professional management-level services, at this time and possibly in the future; and

WHEREAS, Client desires to enter into this Agreement for IPM to provide professional services to Client upon the terms and conditions set forth herein and to agree to terms and conditions that will govern other such related services as may be requested by the Manager from time to time (the "Services"); and

WHEREAS, IPM desires to provide the Services upon the terms and conditions set forth herein;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Details of Services. For each engagement hereunder, a description of the Services to be provided, the expected start date, fees and expenses, and other details regarding the Services shall be set forth in a Schedule to this Agreement signed by the Manager and IPM. The Client hereby represents that the City Council has fully authorized and empowered the City Manager to enter into services agreements, including Schedules to this Agreement, as long as expenditures for Services described in the Schedules do not exceed Council-adopted budgeted amounts for that department, without further City Council approval. The individuals to be provided by IPM to perform the Services shall be referred to herein each as "Consultant" and collectively the "Consultants." In addition, the Consultants, other IPM representatives and the Chief Executive Officer of IPM (the "CEO") will be reasonably available by telephone and email to Client for additional workdays and/or hours, subject to appropriate additional charges based on the fee structure set forth in the applicable Schedule, if such additional work and charges have been preapproved in writing (email acceptable) by the Manager.

2. Selection of Consultants. IPM and Client will agree from time to time to certain Consultant(s) to provide Services to Client, and each such engagement will become effective upon the Effective Date of the applicable Schedule to this Agreement. IPM and Client agree each such Consultant has been selected to perform the Services after mutual consultation and is a suitable individual with sufficient education and prior experience to provide the designated Services to Client. IPM may replace a Consultant if such Consultant becomes unavailable to IPM for any reason. In each such event, IPM will endeavor to provide a reasonably sufficient replacement Consultant within two (2) weeks, and this Agreement and the applicable Schedule shall then apply with respect to that replacement Consultant. IPM may use secondary vendors to fulfill any or all of its obligations hereunder without securing Client's consent.

3. Term. This Agreement shall commence upon its execution by both parties hereto (the "Effective Date") and shall continue until terminated by either party, with or without cause, by providing the other party 30 days' prior written notice of termination. Each Schedule shall set forth the terms under which it may be terminated. Any termination of this Agreement shall not automatically terminate any then-effective Schedule(s), each of which must be terminated pursuant to its specific terms and conditions.

4. Fees, Invoicing and Payment

4.1. In consideration of the Services to be rendered by IPM, Client shall pay to IPM all fees and expenses arising hereunder and arising pursuant to the terms of each active Schedule.

4.2. In addition, if at any time during the term of this Agreement or the applicable Schedule or within one (1) year thereafter Client hires, contracts with or engages in any way, directly or indirectly, any Consultant that has been provided by IPM to provide Services to Client under this Agreement or any Schedule hereto to perform any services for or for the benefit of Client (other than through IPM), Client hereby agrees to pay IPM an Engagement Fee equal to 20.8% of the annualized salary, fees or other compensation to be paid to or for the benefit of such Consultant, payable to IPM at the time of such engagement of the Consultant's services.

4.3. Client agrees to timely review and approve reports of time worked by IPM employees, if submitted to Client. If Client is unavailable to approve, IPM may approve such reports on Client's behalf. Reports of time worked approved as set forth herein will be conclusive as to the Services provided by each IPM Consultant assigned to Client.

4.4. IPM will invoice Client semi-monthly for all amounts arising hereunder, which invoices are payable by Client on net 10-day payment terms. Late payments will be subject to a service charge of one and one-half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less. In addition to charging interest, IPM reserves the right to suspend performance of the Services while any amount due hereunder is past due and remains unpaid.

5. Independent Contractor Status; Obligations and Duties of Parties. With respect to the services provided by IPM hereunder, IPM shall be an independent contractor, and no Consultant shall be construed in any way to be an employee of Client.

5.1. As the employer, IPM will maintain all necessary personnel and payroll records for its employees; calculate their wages and withhold taxes; remit such taxes to the appropriate governmental entity; pay net wages and benefits, if any, to its employees; and provide workers' compensation insurance coverage as required by law.

5.2. IPM shall be responsible for providing proper compensation to the Consultants and all other IPM representatives per IPM's agreed terms therewith, and no employee or contractor of IPM shall be entitled to or have any right to demand salary, wages, benefits, employment or income taxes, reimbursements, workers compensation coverage, retirement, insurance or any other benefit, compensation or remuneration directly from Client, whether or not Client affords any such payment or benefit to its employees. Notwithstanding the foregoing, if applicable Client shall be responsible to pay any pension contributions if required by state law that arise as a result of the Services provided hereunder; Client agrees that it shall otherwise pay no wages, salary or other forms of direct or indirect compensation, including employee benefits, to any Consultant.

5.3. IPM shall have the sole authority to assign and/or remove the Consultants. Notwithstanding the foregoing, Client may request in writing that IPM remove or reassign a Consultant, and IPM shall not unreasonably withhold its approval of any such request.

5.4. Client shall provide IPM's employees with a suitable workplace, if and as applicable, that complies with all applicable safety and health requirements; and adequate instructions, assistance, supervision and time to perform the Services. Where an IPM employee is given access to any of Client's computer equipment or systems, Client is responsible for maintaining a current backup copy of any data associated with those systems and appropriate written internal control procedures relating thereto. Client agrees to give IPM immediate written notice of any concern or complaint regarding a Contractor's performance or conduct. Client agrees that it shall report all on-the-job illnesses, accidents and injuries of any Contractor to IPM immediately upon Client's receipt of notice or knowledge of same.

6. Compliance with Law. IPM agrees to comply, and to ensure that the Consultants and all other IPM representatives comply, with the provisions of Federal law, State statutes, Client's Code and any and all other applicable laws. Client agrees to comply with its obligations under all applicable laws, regulations and orders, including but not limited to laws relating to workplace safety and employment discrimination. Client represents that its actions under this Agreement do not violate its obligations under any agreement it has with any labor union.

7. Indemnification

IPM agrees to indemnify, defend and hold harmless Client, to the extent of the insurance limits

set forth in Section 10, from and against all claims, liabilities, damages, attorneys' fees, costs and expenses ("Losses") arising out of IPM's breach of its obligations under this Agreement or any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Client by any IPM employees or, in the event of death, by their personal representatives. IPM's obligation to indemnify, defend and hold harmless will not apply to: the extent Losses are due to Client's failure to fulfill its duties under this Agreement or any applicable law; the extent any Losses, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Client, its employees or agents; In the event Client seeks indemnity from IPM pursuant to this Section 7, Client shall give IPM prompt notice of any such claim, allow IPM to control the defense and settlement thereof, and cooperate with IPM relating thereto.

7.1. The provisions of this Section 7 shall survive the termination of this Agreement and the expiration or termination of any Schedule hereto.

8. Bonding. Client shall provide all required bonding, if any, relating to the performance of Services as set forth herein.

9. Performance Warranty. IPM warrants that the Services rendered by the Consultants will conform to the requirements of this Agreement and to the prevailing professional standards for comparable services in the Denver metropolitan area. In the event of breach of the foregoing warranty, IPM will re-perform the deficient Services and correct the breach at no additional cost. Except for the warranties described herein, IPM disclaims all other warranties concerning the Services, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose and any warranty that might otherwise arise pursuant to applicable law. Client's remedies and IPM's liability under this Agreement are limited to the remedies and liabilities set forth in this Section 9.

10. Insurance

10.1. IPM agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages or sufficient evidence of qualified self-insured status of same:

10.1.1. Commercial General or Business Liability Insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate; and

10.1.2. Professional Liability coverage with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.

10.2. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by IPM pursuant this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be

procured to maintain such continuous coverage. Client reserves the right to continue payment of the premium for which reimbursement will be deducted from amounts due or subsequently due IPM.

10.3. A Certificate of Insurance shall be completed by IPM's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to Client. The Certificate of Insurance will name Client as an additional insured, except for workers compensation and professional liability insurance. The Certificate of Insurance shall be sent or emailed to the Manager.

11. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Colorado and suit pertaining to this Agreement may be brought only in courts in the County in the State of Colorado in which Client is located.

12. Miscellaneous

12.1. Amendments. Except as may be otherwise stated herein, this Agreement or any Schedule hereto may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Client and IPM.

12.2. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

12.3. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, representatives and assigns.

12.4. Entire Agreement; Interpretation; Parol Evidence. This Agreement and the Schedules hereto collectively represent the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded thereby. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.5. Waiver. The failure by one party hereto to require performance by the other party shall not be deemed to constitute a waiver of any such breach, nor of any subsequent

breach by the other party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either party's rights in connection with any subsequent action. This Agreement or any provision hereof may be waived by a party hereto only via a writing signed by such party.

12.6. Force Majeure. IPM will not be responsible for failure or delay in assigning its employees to Client if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of nature or of God, or any other causes beyond the control of IPM.

12.7. Dispute Resolution. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or any Schedule hereto. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advice within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. Each party shall pay its own attorneys' fees and costs. If the dispute has not been resolved, the matter may then be submitted by either party to the judicial system.

12.8. Attorneys' Fees and Costs. Should any legal action, including mediation or other alternative dispute resolution methods, be necessary to enforce any term of provision of this Agreement or to collect any portion of the amount payable hereunder, then all reasonably incurred expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

12.9. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Client: Sara Ott, City Manager
City of Aspen
427 Rio Grande Place
Aspen, CO 81611
Email: sara.ott@cityofaspen.com

If to IPM: Interim Public Management, LLC
PO Box 1123
Pinedale AZ 85934-1123
Attn: Timothy G. Pickering, CEO
Email: tim@interimpublicmanagement.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received the earlier of (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.10. Confidentiality of Records. IPM shall establish and maintain commercially reasonable procedures and controls for the purpose of ensuring information contained in its records or obtained from Client or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform IPM's duties under this Agreement or for the management of IPM's business. Persons requesting such information should be referred to Client.

12.11. Americans With Disabilities Act. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: IPM shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. IPM shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

12.12. Compliance With Federal and State Laws. IPM understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

12.12.1. Under the provisions of C.R.S. § 8.17.5-1.1 & 102, IPM hereby warrants to Client that IPM and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").

12.12.2. IPM shall neither knowingly employ or contract with an illegal alien to perform work under this Agreement, nor enter into a contract with a subcontractor that fails to certify to IPM that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

12.12.3. IPM shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the e-verify program or the State of Colorado's department program.

12.12.4. IPM shall use either the e-verify program or the State of Colorado's department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

12.12.5. If IPM obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, IPM shall (A) notify the subcontractor and the Client within three days that IPM has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (B) terminate the subcontract with the subcontractor if, within three days of receiving the notice required pursuant to clause (A) above, the subcontractor does not stop employing or contracting with the illegal alien; except that IPM shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

12.12.6. IPM shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of C.R.S. § 8-17.5-102.

12.13. No Kick-back Certification. No person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that member of Client's Council or any employee of Client has no interest, financially or otherwise, in IPM's firm.

12.14. Conflict of Interest. From the date of this Agreement through the termination of its service to Client, IPM shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the Manager. Whether such approval is granted shall be in the sole discretion of the Manager. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of C.R.S. § 24-18-203.

12.15. Constitutionality. The parties hereto do not intend this Agreement to be a multiple fiscal year financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, and this Agreement shall be interpreted so to avoid any such meaning. The parties therefore agree that all obligations of the client to make payment under this Agreement are subject to annual appropriations by the governing body. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement, effective on the Effective Date described above.

Client: City of Aspen

By: Sara Ott, City Manager

Date

Agreed to and accepted by Interim Public Management, LLC:

By:  4/29/2022 | 12:36:44 PM MST

Tim Pickering, CEO Date

**SCHEDULE A
TO
PROFESSIONAL SERVICES AGREEMENT**

Effective Date of Schedule: May 10, 2022

Client: Aspen, Colorado

Services: Interim IT Director

Expected Commencement Date for Engagement: Monday, May 16, 2022

Expected Services Performance: Five days per week, typically Monday through Friday, on and off-site

Fees: Client shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

Services Fees:	The Client shall pay IPM the following fee for each for each week during which the Consultant or other IPM representatives provide Services to the Client: \$4,737 per week, per Consultant or other IPM resource.
Expense Fees:	Client shall reimburse IPM for the following expenses: actual cost for business-related mileage at IRS standard rates, airfare, rental car and parking, reasonably related to the performance of the Service and pay an administrative charge of 15% on all reimbursed expenses. Furnished lodging to be provided by Client.

The Services and Expense Fees set forth above shall increase by five percent on January 1, 2023 and annually thereafter. Services and Expense Fees may be prorated by IPM as appropriate. If Client expressly approves or requests that a Contractor work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, Client hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees rates set forth above.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until September 16th, 2022 and shall continue month to month after said date. Client may elect to terminate the Schedule effective September 16th, 2022 by providing IPM at least 15 days' prior written notice. Before September 16th, 2022 this Schedule may be terminated either (a) by either party without cause by providing the other party 15 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect. Should the Client terminate the agreement before September 16th, 2022, Client shall pay to IPM as a termination fee and not as a penalty fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of Client's early termination and September 16th, 2022.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

Client: City of Aspen

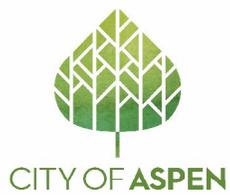
By: Sara Ott, City Manager

Date

Agreed to and accepted by Interim Public Management, LLC:

By:  4/29/2022 | 12:36:44 PM MST

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Tim Pickering, CEO Date



MEMORANDUM

TO: Mayor and City Council
FROM: Nicole Henning
MEMO DATE: May 5th, 2022
MEETING DATE: May 10th, 2022
RE: Board Appointments

By adopting the Consent Calendar, Council is making the following appointments:

Kids First Advisory Board – Logan Hood, Alternate

Next Generation Advisory Board – Tyler Wilkinson-Ray, Regular

Planning & Zoning Commission – Jason Suazo, Regular & Thomas Gorman, Alternate

At 5:00 p.m. Mayor Torre called the regular meeting to order with Councilors Doyle, Hauenstein, Richards, and Mesirow present.

PUBLIC COMMENT:

Martha Hammel – She said she’s a full time Pitkin County resident. She is here to address what they are doing to keep mushrooms out of the hands of children. This hasn’t been an easy task and are trying to find creative ways to reach teens. She thanked Councilor Richards for asking that question of the group. They said they would like to create the advisory committee now instead of waiting for the ballot. They are interested in collaboration. They have a petition they are currently circulating and have 160 more days to collect signatures.

Mayor Torre, Councilor Richards, and Councilor Hauenstein thanked her for their efforts.

Ken Citron – Mr. Citron said he is providing commentary on the action item on the agenda. Jing has an enclosed temporary structure that was erected for COVID protocols. They are aware of other restaurants making applications for their temporary structures and are planning to do the same. If the roof structure on the patio is permitted to remain until the end of the summer, they are prepared to remove all of the walls at this time. They are aware that they will need to pay mitigation costs for the structure, etc. He is asking for the same accommodations as Mezzaluna, for example. Mayor Torre asked about capacity. He said the structure seems smaller than what their patio was before. Mr. Citron said he didn’t know, but thought it was about the same.

COUNCILMEMBER COMMENTS:

Councilor Doyle said this summer is expected to be the worst for wildfires in Colorado. There are big fires burning in Arizona and in Mexico right now. He thanked the Ski Co. for another successful ski season.

Councilor Mesirow said that town has felt really nice lately and has been a refreshing return to what he remembers.

Mayor Torre said the residential building work that has been going on has two opportunities for public comment this week. The first is an open house in City Hall on the 27th between 4-6pm and then a pop-up listening session on the pedestrian malls between 11-1pm on the 30th. Grateful Shred will be playing at Belly Up later this evening.

CITY MANAGER COMMENTS:

City Manager, Sara Ott, said there will be a prescribed burn in the Hunter Creek Valley coming up so please do not be alarmed.

Mayor Torre asked about the roundabout work. Ms. Ott said they are still in the demolition phase. She said the buses are still the best mode of transportation during the work.

BOARD REPORTS:

Ms. Ott said the Airport Advisory Committee met last week and there is continued work on the layout plan so it can be submitted to the FAA for consideration. The closure begins May 1st – 15th for annual pavement maintenance.

Councilor Hauenstein said he wanted to mention that the high school play for Into the Woods was magnificent.

Councilor Richards said she had a briefing on Friday for Club 20 for heads up on potential ballot measures.

Mayor Torre said he had an ACRA meeting this morning where Ben Anderson and Philip Supino gave an update on the moratorium work that is being done.

CONSENT CALENDAR:

Councilor Doyle motioned to approve the consent calendar; Councilor Mesirow seconded. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

FIRST READINGS:

Ordinance #08 – Moratorium Extension – Philip Supino, Community Development Director & Ben Anderson, City Planner

Mr. Supino said this ordinance would extend the moratorium by two months. This ordinance would only affect Ordinance #06, Series of 2022. There are four constraints to this process: time, the pandemic, the wickedness of the problem, and the divisiveness of some of the issues being discussed. All four of those are in play with this extension. Transparency and exclusivity take time. If council approves on first reading tonight, the second reading will be set for May 3rd in a special meeting.

Mayor Torre said he expressed his disappointment for the extension in an article in the paper today, but he wants to be clear that he is not disappointed with staff. It's unfortunate, but necessary. The work you all have done is super and he appreciates it.

Councilor Richards asked Mr. Supino if they have all of the contracted workers under contract and that the work is being done currently and Mr. Supino said yes.

Councilor Hauenstein said at second reading, he would like to see all of the outreach they have done.

Councilor Doyle said since they have chosen a date, he is concerned about not having to extend it again and is confident that they have chosen this date wisely.

Mr. Supino said that staff chose this date with the end game in mind.

Councilor Mesirow said he knows everyone has put their best foot forward and we aren't going to hit our timeline, so we will take ownership. He recognizes that this additional time will have a negative impact, but it would be less fortunate to deliver the final result that will benefit the entire community. He thanked staff for their hard work.

Councilor Hauenstein motioned to read Ordinance #08, Series of 2022; Councilor Richards seconded. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

Deputy City Clerk, Mike Sear, read Ordinance #08.

Councilor Richards motioned to approve Ordinance #08, Series of 2022 on first reading; Councilor Mesirow seconded.

Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

PUBLIC HEARINGS:

Ordinance #07, Series of 2022 – 2022 Spring Supplemental - Andrew Kramer, Budget Manager

Mr. Kramer said this request is mainly made up of capital carryforwards. The second reading differs from the first in that, it increases the compensation by \$477,000 instead of the projected \$500,000. He explained other minor changes and gave an overview of everything else included in this request.

Mayor Torre opened public comment.

Mayor Torre closed public comment.

Councilor Hauenstein motioned to approve Ordinance #07, Series of 2022; Councilor Doyle seconded.

Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

ACTION ITEMS:

Resolution #057, Series of 2022 – 2022-2026 Affordable Housing Strategic Plan – Diane Foster, Assistant City Manager

Ms. Foster said there are a number of edits to this document. She said thank you to council for your work on the decision matrix and the goal. The order on the decision matrix didn't change, but the ranking. She said the goals appear on page 18 of the strategic plan itself. Mayor Torre said page 69 of the packet.

Councilor Richards said mentioned using the term "rightsizing" instead of "downsizing" and she spoke about confirming numbers when we don't have a reality check on them.

Ms. Foster said that ACRA's "rightsizing" language occurred after this work began and said this is a living document as far as edits in the future go.

Councilor Mesirow said he has pages of minor edits and how we can continue to make changes. Ms. Ott said Ms. Foster was referring to scrivener's errors. Ms. Foster agreed and said if they want to add a new tactic, it would be in a formal process and amend via resolution.

Ms. Ott said her suggestion to council is to move forward without the edits at this time, you delay and have Councilor Mesirow submit his comments to staff and they will do a redline and bring back May 10th, or you ask Councilor Mesirow to circulate amongst you and that those edits be put on the running list of potential amendments.

Councilor Hauenstein said he doesn't want to hold up this document for wordsmithing. He said he welcomes Councilor Mesirow to send his edits to the councilmembers. He said it's one of the best organized documents he has seen. Ms. Foster said this document was put together by a team of eight people. Councilor Hauenstein said the acronyms in the document, should be explained for the councilors and for the public.

Councilor Mesirow said he doesn't want to hold this up either. As long as his edits can be heard and considered, that's all he asks.

Councilor Doyle said this is a great document and he doesn't want to hold it up.

Councilor Mesirow expressed a desire to increase the goal. He said he made an error which lowered the number.

Councilor Richards is comfortable where the number is at.

Mayor Torre said he feels it's an aggressive, but achievable number. He is comfortable where they are with the goal.

Council spoke about "buy down" language in the document.

Ms. Foster summarized the changes being made to the document and Mayor Torre agreed.

Councilor Mesirow motioned to approve Resolution #057, Series of 2022; Councilor Doyle seconded.

Mayor Torre thanked Ms. Foster for all the work that has gone into this. This will help housing discussions immensely.

Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

COVID-19 Temporary Structures – Amy Simon, Planning Director & Philip Supino, Community Development Director

Ms. Simon said there was a firm deadline set by city council regarding the structures that were built due to COVID. Ms. Simon summarized past structures and awning structures as temporary uses. Staff needs direction on the enforcement efforts related to temporary structures constructed during the COVID-19 pandemic and if there should be a continuation, modification or roll back as there seems to have been mixed messages put out there recently. She said she did a site visit at Mezzaluna and Mi Chola regarding the issues which were brought to council recently.

Mayor Torre clarified they are talking about Mezzaluna, Jing and Mi Chola.

Councilor Richards said she is going to stand by the removal of structures. She misses the umbrellas and attraction. She feels the structures are unattractive. For her, once you add a roof, it's year-round dining and she wants to bring the public amenity space back. This was going to end when the pandemic ended so she has to say no to this.

Mayor Torre said the request by Mezzaluna was not to keep the temporary structure, but to ask to keep their roof while they are awaiting their permit.

Councilor Hauenstein said we did this to help the businesses survive when interior seating was reduced. He doesn't believe we should make exceptions and he doesn't like one offs. He appreciates the Creperie removing their structure. Al fresco dining is a thing to be pursued but should be pursued from a clean slate.

Councilor Mesirow said these structures were a return to the messy vitality that was missing. This was a foot in the door due to COVID, but he was hoping they would go the other way and make it more common for restaurants and retailers. The right of way is where we can provide space for places and it's disappointing that this is the direction we are going. He respects everyone else's decision, and he doesn't want to create an inequity.

Councilor Doyle said this is difficult, but he thinks the right thing to do is make it fair for everyone. These temporary structures should be removed.

Mayor Torre said for these two locations in question, since they are in the permit process, are we having them remove these structures for the time being.

Ms. Simon said they do have a permit in for Mezzaluna and the process to go through P&Z will take a few months. Mi Chola also has a permit in and would like to a retractable awning above the trellis already in place. It is also Jing's intention to start the permit process as they would like to build a permanent expansion of their building.

Mayor Torre said if a place has a covering over their patio, he is ok with it, but realizes it's a lot more complicated than that. He's only talking about private property and coverings over existing roofs.

Councilor Richards said she sees this as precedent setting.

Mayor Torre thanked staff and council for considering this.

Councilor Mesirow motioned to adjourn; Council Richards seconded.

Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

Nicole Henning, City Clerk

At 4:04 p.m. Mayor Torre called the regular meeting to order with Councilors Doyle, Hauenstein, Richards, and Mesirow present.

Ordinance #08, Series of 2022 – Extending the Temporary Moratorium – Philip Supino, Community Development Director & Ben Anderson, City Planner

Mr. Supino said this ordinance is in regard to extending the moratorium to allow sufficient time to work on housing mitigation and the short-term rental fee study. Staff needs more time to respond to these studies. The extension will provide council and the community the time necessary to review and comment. Public engagement efforts were included in the packet per the request of Councilor Hauenstein.

Councilor Richards said she thought the date in June was the first reading. Mr. Supino clarified that the first reading for short term rentals is on May 24th and the first reading for residential building is on June 14th and second reading for both is scheduled for June 28th.

Councilor Hauenstein said thank you for the recap on public outreach.

Councilor Doyle agreed and said he sat in on a little bit of it. Thank you for doing public outreach because I know it wasn't easy.

Mayor Torre opened the public hearing.

Mayor Torre closed the public hearing.

Councilor Hauenstein motioned to adopt Ordinance #08, Series of 2022 on second reading; Councilor Mesirow seconded.

Councilor Mesirow said he supports this reluctantly. He doesn't want to be working on this any longer. He said he knows it will have a negative effect for members of our community, but we need to finish this work and he looks forward to completing it.

Councilor Richards said thank you to Mr. Anderson and Mr. Supino for their work. The work sessions are very productive, and related to a moratorium, none of us entered into this lightly.

Councilor Doyle thanked the entire Community Development department. He said there is a crisis in the community, and we are doing our best to address it and if we need more time, that's the way to go.

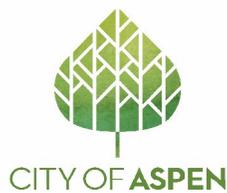
Councilor Hauenstein said thank you to the Community Development Department and all of those involved. It takes a long time to get these issues addressed properly and feels the consulting with outside parties and comparing to other municipalities for best practices has really come to fruition and it's taken a long time. You've done a wonderful job of reaching out. You've made us look good and the new ordinances coming forward will be shining examples for other municipalities. He said he's enthusiastically supporting this.

Mayor Torre said Councilor Hauenstein said a lot of the same comments that he would have. Staff has done their best to meet the initial timeline, but we need to get this right. Thank you for all the work you're doing, and everyone on staff as well.

Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

Councilor Mesirow motioned to adjourn; Councilor Richards seconded. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

Nicole Henning, City Clerk



MEMORANDUM

TO: Mayor and City Council
FROM: Brian Long, Trail System Manager
THROUGH: Matt Kuhn, Parks and Open Space Director
Austin Weiss, Parks and Recreation Director
MEMO DATE: May 2, 2022
MEETING DATE: May 10, 2022
RE: Ordinance #11 Municipal Code Revision - Trails

REQUEST OF COUNCIL: Listed below are changes proposed to the Trails section of the Municipal Code, Title 24, Chapter 12. Staff is requesting that City Council approve Ordinance #11, Series of 2022.

SUMMARY AND BACKGROUND: The Parks and Open Space Department has prepared a slate of code revisions in the spirit of improving etiquette and safety on the trail system and to keep ahead of trends in use on our trails. Some of these proposed changes have been discussed for over a decade. Others are in response to recent changes in trail use, notably the increasing use of ebikes, including trail users on rental ebikes.

The proposed changes and the issues behind them have been discussed at length by staff within the Parks and Open Space Department, at meetings of the Pedestrian and Bicycle Safety Team, and with the City's Open Space and Trails Board. The Open Space and Trails Board has reviewed and approved the letter and intent of these changes. These codes are also reflective of input by City and County Ranger staff and their experiences and interaction with the public while observing dynamics of trail use in the field.

Following is the complete proposed code language of Aspen's Municipal Code Chapter 24.12 – Trails. Each code is followed by a brief bulleted summary in italics of the changes in this revision:

24.12.010. – Trail system

The Aspen Trail System is defined as those trails managed or owned by the City of Aspen and inventoried by the City of Aspen Parks and Open Space Department. This Chapter applies to all trails lying and being within the City and all other trails outside the City limits over which the City has jurisdiction and control.

- ✓ *Sets trail system inventory definition.*
- ✓ *Expands scope of this chapter to include City-owned trails beyond City limits.*

24.12.020. – Vehicles prohibited.

It shall be prohibited to operate any powered vehicle on the Aspen Trail System except for the devices and conditions below.

- a) Electronic assisted bicycles, referred to herein as E-bikes, conforming to one of the three classes as defined in Colo. Rev. Stat. section 42-1-104(28.5), as amended, shall be allowed upon paved trails. E-bikes of any sort are prohibited upon natural surface singletrack trails of width less than 5 feet.
- b) Other powered devices such as one-wheels, electric skateboards and powered scooters shall be allowed upon paved trails. Such devices must be powered by electric motor not exceeding 750 Watts, have a width of no more than 30 inches, and weigh no more than 65lbs. Powered devices of any sort are prohibited upon natural surface singletrack trails.
- c) Wheelchairs or any device designed to assist people with mobility impairments who use pedestrian right of ways.
- d) City maintenance, ranger, police, fire, ambulance and emergency vehicles are permitted to operate necessary vehicles on the Aspen Trail System. In the event of an emergency, officers and employees thereof are authorized to permit emergency vehicles to enter upon the trails.
- e) Special permission may be granted by the Parks and Recreation Director or the Parks and Open Space Director for use of motorized vehicles on the trails for special events, and for limited periods (to be specified on permits issued), provided, however, that such special permits shall not conflict with provisions of trail easements given across private property.

- ✓ *Edited to define ebike classes and set allowances and limits.*
- ✓ *Defines other powered devices allowed or limited on trails.*
- ✓ *Allows devices assisting impairments.*
- ✓ *Tightens and modernizes agencies and City roles that have authority to grant motorized access.*

24.12.030. – Requirements of bicycle rental businesses and courtesy bicycle fleets

- a) Any bicycle or E-bike used on the Aspen trail system shall be sound and safe for use and shall be equipped with a bell or other device for announcing on the trail system. Rental businesses that offer bicycles or E-bikes for rent and any business that offers bicycles or E-bikes for complimentary use shall be responsible for ensuring compliance with this requirement.
- b) Rental businesses that offer five (5) or more bicycles or E-bikes for rent and any business that offers five (5) or more bicycles or E-bikes for complimentary use shall ensure that all users of the fleet bicycles have watched an orientation video for safe operation of bicycles and E-bikes in Aspen as prescribed by the Parks and Recreation Director.

- c) Rental businesses that offer five (5) or more bicycles or E-bikes for rent and any business that offers five (5) or more bicycles or E-bikes for complimentary use shall adhere to any regional restrictions, conditions, or permit requirements placed upon any route, trail or roadway and shall educate their users of the same.

- ✓ *Calls for sound and safe fleet maintenance and equipping bells or other.*
- ✓ *Requires a standard video to be shown to rental customers.*
- ✓ *Requires adherence to regional bike management policies.*
- ✓ *Replaces previous code condensed into 24.12.040.*

24.12.040. – Leaving trail right-of-way, special conditions

It shall be unlawful, in areas posted, to leave a trail right-of-way at such points as the trail passes on or through private property. The City or County shall enforce and prosecute any violation of this prohibition as a criminal action under this Chapter and, if necessary, as a property trespass on behalf of both the City (as holder of the easement) and the owner of the land trespassed upon. Special conditions and provisions which constitute limitations on trail usage imposed by private landowners as a condition for easements granted, shall be enforced, if posted, in the same manner as the prohibitions contained in this Chapter.

- ✓ *Condenses previous sections 24.12.030 and 24.12.040, language unchanged.*

24.12.050. – Nordic trail system

The Aspen Nordic Trail System shall be defined as those winter trails maintained by the Pitkin County Nordic Program that fall within the limits of the City of Aspen.

Users of the Aspen Nordic system shall obey all trail designations and signage posted on the trails to express caution, to restrict use by type of travel, to prohibit pets, or to denote a trail closure.

It shall be unlawful for anyone to operate a motor vehicle, snowmobile, or motorcycle upon the Aspen Nordic System.

- ✓ *Establishes the City's authority within the Pitkin County Nordic System.*
- ✓ *Requires users obey posted signage.*
- ✓ *Prohibits vehicles on the trail system*
- ✓ *Deletes previous 24.12.050 – Dogs on Trails: Code was both contradictory and redundant of dog policy elsewhere in the City's Municipal Code.*

24.12.060. – Safe speed, announcing, yielding, crossings

Cyclists, users of other devices, and equestrians shall travel at a safe speed at all times and abide by any speed limits posted on the trail system. All users of trails shall obey any posted warning, caution, traffic control or other signs.

Trail users shall announce with an audible signal or voice before overtaking other trail users. Users of paved trails shall keep to the right half of the pavement at all times.

Bicyclists, Skaters, Pedestrians and others shall yield to Equestrians. Bicyclists and Skaters shall yield to Pedestrians. Bicyclists shall yield to Skaters. Downhill users yield to Uphill users. Faster users yield to slower users. Trail users shall stop at all roads and yield to any automobile traffic, unless the intersection is posted otherwise. Trail users shall not be required to stop at each private driveway. At such intersections automobiles shall yield to trail users. Horses are restricted to the unpaved portions of trails unless otherwise posted as provided by law.

- ✓ *Edited to clarify and condense yielding and crossing language.*
- ✓ *Requires announcing by cyclists and device users.*
- ✓ *Establishes the authority of posted speed limits on the trail system.*

24.12.070. – Prohibited activities

It shall be unlawful, on any trail right-of-way (or an adjacent property if access thereto is achieved through the trail system) to create loud noises; to use firearms or fireworks; to litter; to obstruct the trail system; to deface, cut, blaze or carve trees, fences, vegetation, trail signs, markers, bridges or structures; to camp or ignite campfires (except in designated areas); or to camp overnight. It shall be illegal to operate any bicycle or other approved device upon the trail system in a careless manner.

- ✓ *Removes prohibition of horns and bells.*
- ✓ *Prohibits careless operation of a bicycle or device.*

24.12.080. – Use after dark

Users of the trail system after dark, on any type of bicycle or other allowed device shall be required to use a light as to be clearly visible to other users.

Persons using the trail system, especially during the late night and early morning hours, shall avoid the making of any noise such as to disturb residents within the area of the trail right-of-way.

- ✓ *Requires use of a light by users of bicycles or devices.*

24.12.090. – Enforcement by County officials

Whenever this Chapter shall allow for the management of trail use or enforcement of these regulations by officials of the county, such reference shall be to officers of Pitkin County, Colorado, and such rights shall accrue only if so provided by agreement between the City and County, and if permitted by law.

- ✓ *Unchanged*

24.12.100. – Penalties

The violation of any provision of this Chapter shall be punished by a fine, imprisonment or both a fine and imprisonment, as set forth in [Section 1.04.080](#) of this Code. Each day any violation shall continue shall constitute a separate offense.

✓ *Unchanged*

FINANCIAL IMPACTS: Financial impacts are minimal for adoption of these code changes. Indirect impacts include costs associated with producing speed signage, revision and updates to ticket books, brochures, and websites.

ENVIRONMENTAL IMPACTS: The intent of these code changes is to address safety issues seen on our trails system. The adoption of these changes will improve safety conditions and the overall user experience throughout the trails network and as such will help promote alternative transportation.

ALTERNATIVES: City Council could direct staff to change the proposed codes, or to amend or delete certain conditions.

RECOMMENDATIONS: Staff recommends adoption of the proposed codes into the City's Municipal Code by Ordinance #11, Series of 2022, Municipal Code Revisions - Trails.

CITY MANAGER COMMENTS:

ORDINANCE #11
(Series of 2022)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,
AMENDING TITLE 24, CHAPTER 12 OF THE ASPEN MUNICIPAL CODE.

WHEREAS, the City of Aspen (“the City”) recognizes the importance of a safe and enjoyable system of trails and has adopted rules and regulations contained with Title 24 of the City of Aspen Municipal Code; and,

WHEREAS, the rise in use of bikes, electric assisted bikes, and other electric powered devices on the City of Aspen trails system has increased concerns for the safety of pedestrians and other users of the City trails system making it necessary to adopt rules and regulations to address the risks posed by electric assisted bicycles and other devices used on the trails system; and,

WHEREAS, the City recognizes the benefits of maintaining and operating a groomed Nordic trail system and the need to regulate uses on the City’s Nordic trail system,

WHEREAS, the Aspen City Council finds that the proposed amendments to Title 24 of the City of Aspen Municipal Code furthers and are necessary for the promotion of public health, safety, and welfare, and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

Section 1:

That Title 24, Chapter 12 of the Municipal Code of the City of Aspen is hereby amended as follows:

Chapter 24.12. - ASPEN TRAIL SYSTEM

Sec. 24.12.010. – Trail system., shall be repealed and replaced in its entirety with the following:

Sec. 24.12.010. - Trail system.

The Aspen Trail System is defined as those trails managed or owned by the City of Aspen and inventoried by the City of Aspen Parks and Open Space Department. This Chapter applies to all trails lying and being within the City and all other trails outside the City limits over which the City has jurisdiction and control.

Section 24.12.030. Vehicles prohibited., shall be repealed and replaced in its entirety with the following:

24.12.030. Vehicles prohibited.

It shall be prohibited to operate any powered vehicle on the Aspen Trail System except for the following devices:

- a) Electronic assisted bicycles, referred to herein as E-bikes, conforming to one of the three classes as defined in Colo. Rev. Stat. section 42-1-102(28.5), as amended, shall be allowed upon paved trails. E-bikes of any sort are prohibited upon natural surface singletrack trails of width less than 5 feet.
- b) Other powered devices such as one-wheels, electric skateboards and electric powered scooters shall be allowed upon paved trails. Such devices must be powered by electric motor not exceeding 750 Watts, have a width of no more than 30 inches, and weigh no more than 65lbs. Powered devices of any sort are prohibited upon natural surface singletrack trails.
- c) Wheelchairs or any device designed to assist people with mobility impairments who use pedestrian right of ways.
- d) City maintenance, ranger, police, fire, ambulance and emergency vehicles are permitted to operate necessary vehicles on the Aspen Trail System. In the event of an emergency, officers and employees thereof are authorized to permit emergency vehicles to enter upon the trails.
- e) Special permission may be granted by the Parks and Recreation Director or the Parks and Open Space Director for use of motorized vehicles on the trails for special events, and for limited periods (to be specified on permits issued), provided, however, that such special permits shall not conflict with provisions of trail easements given across private property.

Sec. 24.12.030. -Special Provisions. shall be repealed and replaced in its entirety with the following:

Sec. 24.12.030. - Requirements of bicycle rental businesses and courtesy bicycle fleets.

- a) Any bicycle or E-bike used on the Aspen Trail System shall be sound and safe for use and shall be equipped with a bell or other device for announcing on the trail system. Rental businesses that offer bicycles or E-bikes for rent and any business that offers bicycles or E-bikes for complimentary use shall be responsible for ensuring compliance with this requirement.
- b) Rental businesses that offer five (5) or more bicycles or E-bikes for rent and any business that offers five (5) or more bicycles or E-bikes for complimentary use shall ensure that all users of the fleet bicycle have watched an orientation video for safe

operation of bicycles and E-bikes in Aspen as prescribed by the Parks and Recreation Director.

c) Rental businesses that offer five (5) or more bicycles or E-bikes for rent and any business that offers five (5) or more bicycles or E-bikes for complimentary use shall adhere to any regional restrictions, conditions, or permit requirements placed upon any route, trail or roadway and shall educate their users of the same.

Section 24.12.040. Leaving trail right-of-way., shall be repealed and replaced in its entirety with the following:

Sec. 24.12.040. - Leaving trail right-of-way, special conditions.

It shall be unlawful, in areas posted, to leave a trail right-of-way at such points as the trail passes on or through private property. The City or County shall enforce and prosecute any violation of this prohibition as a criminal action under this Chapter and, if necessary, as a property trespass on behalf of both the City (as holder of the easement) and the owner of the land trespassed upon. Special conditions and provisions which constitute limitations on trail usage imposed by private landowners as a condition for easements granted, shall be enforced, if posted, in the same manner as the prohibitions contained in this Chapter.

Section 24.12.050. Dogs on trail., shall be repealed and replaced in its entirety with the following:

Sec. 24.12.050. - Nordic trail system

The Aspen Nordic Trail System shall be defined as those winter trails maintained by the Pitkin County Nordic Program that fall within the limits of the City of Aspen.

Users of the Aspen Nordic Trial System shall obey all trail designations and signage posted on the trails to express caution, to restrict use by type of travel, to prohibit pets, or to denote a trail closure.

It shall be unlawful for anyone to operate a motor vehicle, snowmobile, or motorcycle upon the Aspen Nordic System.

Section 24.12.060. Trail crossings, yielding, safe speed., shall be repealed and replaced in its entirety with the following:

Sec. 24.12.060. - Safe speed, announcing, yielding, crossings.

Cyclists, users of other devices, and equestrians shall travel at a safe speed at all times and abide by any speed limits posted on the Aspen Trial System. All users of trails shall obey any posted warning, caution, traffic control or other signs.

Trail users shall announce with an audible signal or voice before overtaking other trail users. Users of paved trails shall keep to the right half of the pavement at all times.

Bicyclists, skaters, users of other devices, pedestrians and others shall yield to equestrians. Bicyclists, skaters, and users of other devices shall yield to pedestrians. Bicyclists shall yield to skaters. Downhill users shall yield to uphill users. Faster users shall yield to slower users. Trail users shall stop at all roads and yield to any automobile traffic unless the intersection is posted otherwise. Trail users shall not be required to stop at each private driveway. At such intersections automobiles shall yield to trail users. Horses are restricted to the unpaved portions of trails unless otherwise posted as provided by law.

Section 24.12.070. Prohibited activities., shall be repealed and replaced in its entirety with the following:

Sec. 24.12.070. - Prohibited activities.

It shall be unlawful, on any trail right-of-way (or an adjacent property if access thereto is achieved through the trail system) to create loud noises; to use firearms or fireworks; to litter; to obstruct the trail system; to deface, cut, blaze or carve trees, fences, vegetation, trail signs, markers, bridges or structures; to camp or ignite campfires (except in designated areas); or to camp overnight. It shall be illegal to operate any bicycle or other approved device upon the trail system in a careless manner.

Section 24.12.080. Use after dark., shall be repealed and replaced in its entirety with the following:

Sec. 24.12.080. - Use after dark.

Users of the Aspen Trail System after dark, on any type of bicycle or other allowed device shall be required to use a light as to be clearly visible to other users.

Persons using the trail system, especially during the late night and early morning hours, shall avoid the making of any noise such as to disturb residents within the area of the trail right-of-way.

Section 2. Effect Upon Existing Litigation.

This ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

Section 3. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed

a separate, distinct, and independent provision and shall not affect the validity of the remaining portions thereof.

Section 9. Effective Date.

In accordance with Section 4.9 of the City of Aspen Home Rule Charter, this ordinance shall become effective thirty (30) days following final passage.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 10th day of May 2022.

Torre, Mayor

ATTEST:

Nicole Henning, City Clerk

FINALLY, adopted, passed and approved this ____ day of _____, 2022.

Torre, Mayor

ATTEST:

Nicole Henning, City Clerk

APPROVED AS TO FORM:

James True, City Attorney



MEMORANDUM

TO: Mayor Torre and Aspen City Council
FROM: CJ Oliver, Director of Environmental Health and Sustainability
THROUGH: Phillip Supino, Community Development Director
MEMO DATE: May 4th, 2022
MEETING DATE: May 10th, 2022
RE: Food Truck Regulations

REQUEST OF COUNCIL: This memo is provided in response to Aspen City Council's request for information related to Aspen's existing food truck regulations. Information on the different pathways to allow for food trucks around the city hall campus and anticipated timeframes, as well as, specific departmental requirements for impacted city departments is provided to inform this discussion.

SUMMARY AND BACKGROUND: Aspen City Council requested information pertaining to the allowance of food trucks on or near Aspen City Hall at a work session on April 18th, 2022. Staff have collected information on various pathways to allow for this type of use on either land which is zoned Public (P), or which is in the Right-of-Way.

DISCUSSION: Current Land Use Regulations only allow for outdoor food/beverage vending activities on private property and in commercial zones. The most recent revision to this section of the code came in 2013 when a previous limit of four such vendors was lifted and the allowable zone districts were expanded from only Commercial Core (CC) to also include Neighborhood Commercial (NC), Commercial (C1) and Commercial Lodge (CL). In addition, outdoor food vending is allowed pursuant to approved mall leases. There was public discussion at that time about the appropriateness of food trucks in commercial zones from an aesthetic and business equity standpoint, leading to the adoption of the current regulations.

Pursuant to Sec. 15.04.350. - Vending on public parks and rights-of-way prohibited, vending within public rights-of-way is prohibited unless conducted pursuant to a specific vending agreement executed by the City Manager. Use of right of way is not constrained by the zoning restrictions set forth above.

The most expeditious process would be pursuant to Sec. 15.04.350. Staff could solicit providers and the City Manager could enter into an appropriate agreement for the use of parking spaces at the former Taster's location or at another location along Rio Grande Place.

If Council did not wish to allow this vending from City right-of-way pursuant to the authority granted in Title 15, then it would have to consider land use code amendments. There are a few different ways to change existing regulations to allow for a food truck or trucks either in the parking area in front of the east end of City Hall or on the plaza area south of City Hall and east of the Pitkin County Library. Potential approaches are described below.

- 1. Aspen City Council could amend the City of Aspen Land Use Code section 26.470.090 (e) to include the plaza area as a specific lease area, similar to the mall or on public property outside of the commercial zone districts.**

The current land use code only allows for food trucks and similar types of food service to be located on private property or as part of a mall lease. Additionally, these activities are only allowed in commercial zone districts. (CC, C1, NC) Making these changes would take a significant amount of time, and capacity for this work is limited due to the moratorium related work that is currently underway, Planning and Zoning staff shortages, and Community Development's existing work plan. There is also a 30-day implementation period required for this type of change via ordinance. The applicable section of the Land Use Code is attached for reference (Exhibit A)

- 2. Aspen City Council could amend the PD approval for the City Hall campus area to allow for food trucks in the non-commercial, Public zone, which is the underlying zoning for the area.**

This change could be made specifically to the PD for the City Hall campus and would not impact allowances in other Public (P) zoned areas in the city. Depending on the complexity, this process could either go through administrative review or would need to be reviewed through the Planning and Zoning Commission. Staff estimates that an administrative review would take a minimum of three weeks and a full P&Z review would take a minimum of a month, depending on the P&Z calendar. A map of existing zoning for the campus area is attached as Exhibit B.

- 3. The City of Aspen could obtain a special event permit to operate to food service area as a special event.**

Food trucks are allowed in the City of Aspen under the purview of a special event permit, for those participants and the permitted event. Special Events are limited to 14 days in length. The proposed use of the food truck outlined within this memo and the extended length of time in which the food truck would be operating does not fit within the parameters of a special event permit.

The City Engineering Department has reviewed the potential use of parking spots in front of the previous Taster's space and has no regulatory objection to allowing a temporary food service use of those spaces. If council elects to use those spaces for that purpose, the Engineering team requests direction from City Council on whether parking fees should be assessed for daily use of the spaces and at what rate.

Regardless of the pathway selected to allow for food service on Public zoned property or in the Right-of-Way, any vendor serving food in town needs to adhere to other existing regulations including:

- The business must possess a City of Aspen Business License.
- The business must obtain or currently have a Colorado Retail Food Service License.
- Open flame type grills are not allowed for commercial service due to local air quality regulations.
- Wildlife proof trash receptacles must be provided for all refuse.
- A safe, ADA compliant pedestrian corridor must be maintained.

If council elects to move forward with allowing food service in the one or more of the areas under consideration, staff will work with any interested vendors or applicant(s) to ensure these requirements are met as is customary with any food service operation in the city.

ALTERNATIVES: Aspen City Council could elect to not direct staff to proceed pursuant to Title 15 or make any changes to existing regulations for food trucks, which limit them to private property located in a commercial zone district or pursuant to mall leases.

RECOMMENDATIONS: If Council wishes to pursue any form of outdoor vending, staff recommends proceeding pursuant to Sec. 15.04.350, directing the City Manager to solicit providers and enter into a vending agreement for parking spaces in front of the former Taster's location.

CITY MANAGER COMMENTS:

(e) Outdoor food/beverage vending license. Outdoor food/beverage vending shall be approved, approved with conditions or denied by the Community Development Director based on the following criteria:

(1) Location. All outdoor food/beverage vending must be on private property and may be located in the Commercial Core (CC), Commercial (C1), Neighborhood Commercial (NC), or Commercial Lodge (CL) zone districts. Outdoor Food Vending may occur on public property that is subject to an approved mall lease. Additional location criteria:

- a. The operation shall be in a consistent location as is practically reasonable and not intended to move on a daily basis throughout the duration of the permit.
- b. Normal operation, including line queues, shall not inhibit the movement of pedestrian or vehicular traffic along the public right-of-way.
- c. The operation shall not interfere with required emergency egress or pose a threat to public health, safety and welfare. A minimum of six (6) foot ingress/egress shall be maintained for building entrances and exits.

(2) Size. The area of outdoor food/beverage vending activities shall not exceed fifty (50) square feet per operation. The area of activity shall be defined as a counter area, equipment needed for the food vending activities (e.g. cooler with drinks, snow cone machine, popcorn machine, etc.), and the space needed by employees to work the food vending activity.

(3) Signage. Signage for outdoor food/beverage vending carts shall be exempt from those requirements found within Land Use Code [Section 26.510](#), Signs, but not excluding Prohibited Signs. The total amount of signage shall be the lesser of fifty percent (50%) of the surface area of the front of the cart, or six (6) square feet. Sign(s) shall be painted on or affixed to the cart. Any logos, lettering, or signage on umbrellas or canopies counts towards this calculation. Food carts may have a sandwich board sign in accordance with the regulations found within [Chapter 26.510](#).

(4) Environmental Health Approval. Approval of a food service plan from the Environmental Health Department is required. The area of outdoor food vending activities shall include recycling bins and a waste disposal container that shall be emptied daily and stored inside at night and when the outdoor food vending activities are not in operation. Additionally, no outdoor, open-flame char-broiling shall be permitted pursuant to Municipal Code [Section 13.08.100](#), Restaurant Grills.

(5) Building and Fire Code Compliance. All outdoor food/beverage vending operations must comply with adopted building and fire codes. Applicants are encouraged to meet with the City's Building Department to discuss the vending cart/stand.

(6) Application Contents. An application for a food/beverage vending license shall include the standard information required in [26.304.030\(b\)](#), plus the following:

- a. Copy of a lease or approval letter from the property owner.

b. A description of the operation including days/hours of operation, types of food and beverage to be offered, a picture or drawing of the vending cart/stand, and proposed signage.

c. The property survey requirement shall be waived if the applicant can demonstrate how the operation will be contained on private property.

(7) License Duration. Outdoor food/beverage vending licenses shall be valid for a one (1) year period beginning on the same the date that the Notice of Approval is signed by the Community Development Director. This one (1) year period may not be separated into non-consecutive periods.

(8) License Renewal. Outdoor food/beverage vending licenses may be renewed. Upon renewal the Community Development Director shall consider the returning vendor's past performance. This shall include, but shall not be limited to, input from the Environmental Health Department, Chief of Police, special event staff, and feedback from adjacent businesses. Unresolved complaints may result in denial of a renewal request.

(9) Business License. The vending operator must obtain a business license.

(10) Affordable Housing and Impact Fees Waived. The Community Development Director shall waive affordable housing mitigation fees and impact fees associated with outdoor food/beverage vending activities.

(11) Maintenance and public safety. Outdoor food/beverage vending activities shall not diminish the general public health, safety or welfare and shall abide by applicable City regulations, including but not limited to building codes, health safety codes, fire codes, liquor laws, sign and lighting codes, and sales tax license regulations.

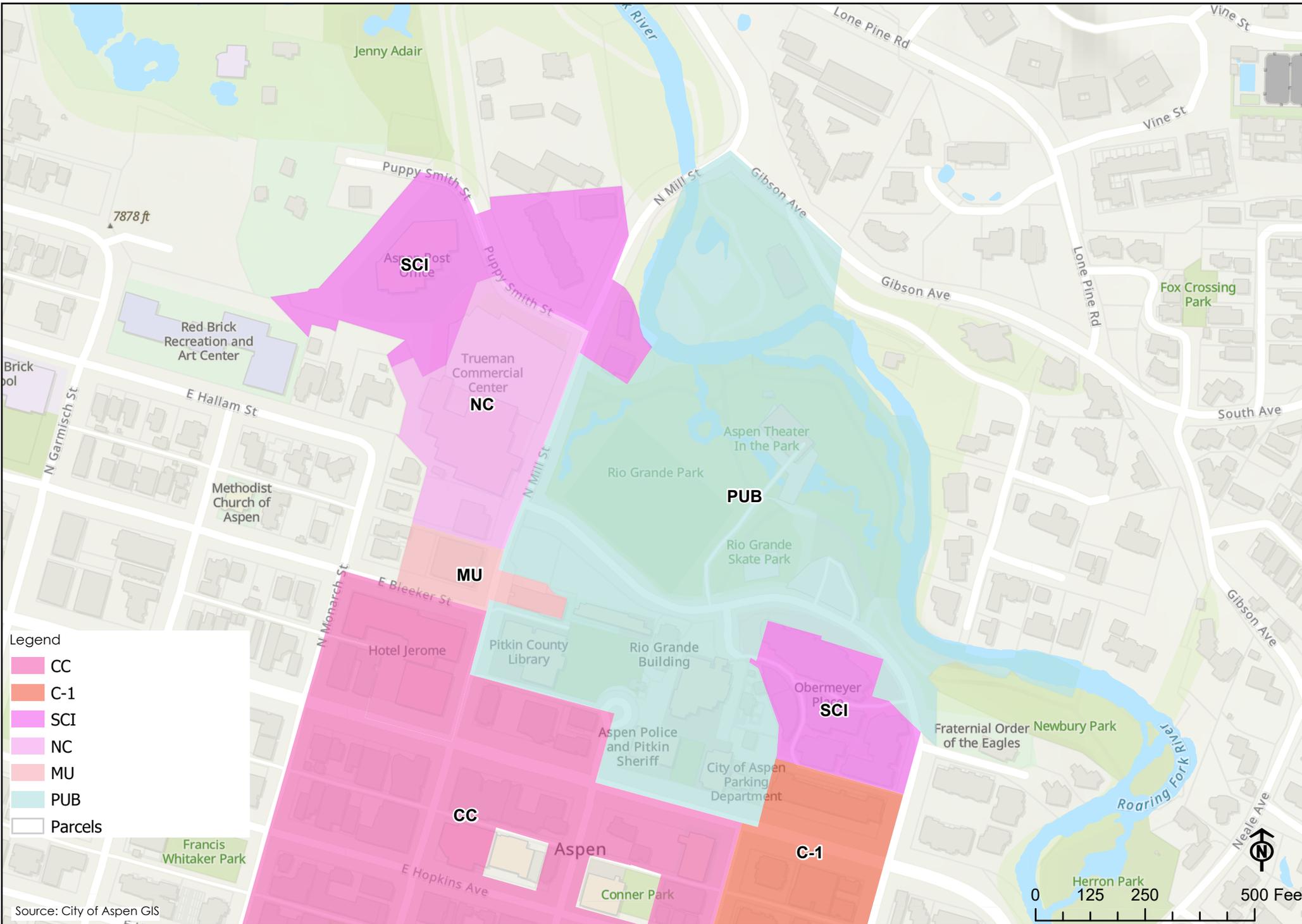
(12) Abandonment. The City of Aspen may remove an abandoned food/beverage vending operation, or components thereof, in order protect public health, safety, and welfare. Costs of such remediation shall be the sole burden of the property owner.

(13) Temporary Cessation. The Community Development Director may require a temporary cancelation of operations to accommodate special events, holidays, or similar large public gatherings. Such action will be taken if it is determined that the food/beverage cart will create a public safety issue or create an excessive burden on the event activities.

(14) License Revocation. The Community Development Director may deny renewal or revoke the license and cause removal of the food/beverage vending operation if the vendor fails to operate consistent with these criteria. An outdoor food/beverage vending license shall not constitute nor be interpreted by any property owner, developer, vendor, or court as a site specific development plan entitled to vesting under C.R.S. art. 68 of tit. 24 or [Chapter 26.308](#) of this Title. Licenses granted in this subsection are subject to revocation by the City Manager or Community Development Director without requiring prior notice.

(f) Temporary uses and structures. The development of a temporary use or structure shall be exempt from growth management, subject to the provisions of [Chapter 26.450](#), Temporary and Seasonal Uses. Temporary external airlocks shall only be exempt from the provisions of this Chapter if compliant with applicable sections of Commercial Design Review - [Chapter 26.412](#), and approved pursuant to [Chapter 26.450](#) Temporary and Seasonal Uses. Tents, external airlocks, and similar temporary or seasonal

enclosures located on commercial properties and supporting commercial use shall only be exempt from the provisions of this Chapter, including affordable housing mitigation requirements, if compliant with applicable sections of Commercial Design Review - [Chapter 26.412](#), if erected for fourteen (14) days or less in a 12-month period, and approved pursuant to [Chapter 26.450](#) - Temporary and Seasonal Uses. Erection of these enclosures for longer than fourteen (14) days in a 12-month period shall require compliance with Commercial Design Review - [Chapter 26.412](#), and compliance with the provisions of this Chapter including affordable housing mitigation. Affordable housing mitigation shall be required only for the days in excess of fourteen (14) in a 12-month period. Cash-in-lieu may be paid by-right. The mitigation calculation shall include the expected lifespan of a building, which is currently thirty (30) years. For instance, a five hundred (500) square feet tent proposed to be up for twenty-one (21) days shall only require mitigation for seven (7) days. The calculation would be as follows:



Source: City of Aspen GIS

Rio Grande Campus Surrounding Zoning