



Town Hall 551 Hot Springs Blvd  
Pagosa Springs, CO 81147

# AGENDA

Town of Pagosa Springs Sanitation General Improvement  
District Meeting  
Tuesday, September 2, 2025 @5:00 PM

**1. REMOTE PARTICIPATION**

A zoom link is made available, however, the Town does not and cannot guarantee internet service or online broadcasting. Remote attendance is at the risk of the attendee as the public meeting will continue in person regardless of the Town's broadcast capability.

Join Zoom Meeting By Computer - <https://zoom.us/j/81091222430>  
Dial by Phone - 1-669-900-6833 US - Meeting ID: 810 9122 2430

**I. CALL MEETING TO ORDER**

**II. ROLL CALL**

**III. DISCLOSURES AND/OR CONFLICT OF INTEREST**

**IV. PUBLIC COMMENT**

*Please sign in to make public comment*

**V. CONSENT AGENDA**

- 1. Approval of the August 5, 2025 Meeting Minutes

[Town of Pagosa Springs Sanitation General Improvement District - 05 Aug 2025 - Minutes - Pdf](#)

- 2. Ratify Emergency Purchases

[Agenda Brief - Emergency purchases ratification. - Pdf](#)

**VI. REPORTS TO BOARD**

- 1. PSSGID Agenda Brief

[Agenda Brief - PSSGID Update September 2, 2025 - Pdf](#)

**VII. NEW BUSINESS**

- 1. Resolution 2025-02, Ruby M Sisson Public Library Capital Investment Fee Waiver Request.

[Agenda Brief - Resolution 2025-02, Ruby M Sisson Public Library Capital Investment Fee Waiver Request. - Pdf](#)

**VIII. NEXT BOARD MEETING OCTOBER 7, 2025 AT 5:00 PM**

**IX. ADJOURNMENT**

**Shari Pierce  
Board President**



Town Hall 551 Hot Springs Blvd  
Pagosa Springs, CO 81147

**MINUTES**

Town of Pagosa Springs Sanitation General Improvement  
District Meeting  
August 5, 2025 @ 5:00 PM

A regular meeting of the Town of Pagosa Springs Sanitation General Improvement District was called to order on August 5, 2025, at 5:00 PM in the Town Hall 551 Hot Springs Blvd.

**BOARD PRESENT:** Mayor Pierce, Council Member Bergon, Council Member deGraaf, Council Member DeGuise, Council Member Lindner, and Council Member Martinez

**BOARD ABSENT:** Council Member Williams

**I. CALL MEETING TO ORDER**

**II. ROLL CALL**

**III. DISCLOSURES AND/OR CONFLICT OF INTEREST – None**

**IV. PUBLIC COMMENT – None**

**V. CONSENT AGENDA**

**1. Approval of the July 1, 2025 Meeting Minutes**

Board Member deGraaf to approve the consent agenda, Board Member DeGuise seconded.

**Carried.**

**VI. REPORTS TO BOARD**

**1. PSSGID Agenda Brief**

Public Works Director Karl Johnson provided a Sanitation District update. Mr. Johnson said the three pumps that were delivered to the manufacturer in Kansas City should return in about ten days with a report stating the reasons for the failures. Emergency sewer repairs on Lewis Street were taken care of, and believed to be due to the Black Hills Gas bores done last year. He said Black Hills Gas believes the bore did not cause the road failure, and staff will work to get the road repaired soon. The survey by Roaring Fork Engineering was completed. This is the last part of the final design phase for the category 5 repairs to be bid out for completion. He said the McCabe Creek repairs will be the first to be sent out to RFP by the end of August. He said he is hoping to find a contractor who can finish the McCabe Creek repairs within four to six weeks after that.

**VII. NEXT BOARD MEETING SEPTEMBER 2, 2025 AT 5:00 PM**

**VIII. ADJOURNMENT – Board President Pierce adjourned the meeting at 5:11 pm**



## AGENDA BRIEF

**MEETING:** Town of Pagosa Springs Sanitation General Improvement District - 02 Sep 2025

**FROM:** Karl Johnson, Public Works Director

---

**PROJECT:** Emergency purchases ratification.

**ACTION:** Council action or information

---

**PURPOSE/BACKGROUND:**

Starting in April 2025 the PSSGID has experienced major system failures starting with a lightning strike resulting in equipment failures including pumps and electrical controls and components. As a result of these emergency situations staff scrambled to locate local contractors and equipment to assist with pump and equipment removal and transplants in order to make PS2 operational.

The following is a list of emergency purchases made during this time.

1. Used crane truck for \$122,000.
2. 1 replacement pump and 2 critical spares for \$276,000.
3. Bypass pump rental at \$21,014.15/month. 2 months so far (\$42,028.30)
4. Bypass submersible for \$9,728.98.

Total for emergency purchases \$449,757.28

**ATTACHMENTS:**

- [Kar Nutts Crane Truck](#)
- [Bypass Rental WTG 1](#)
- [Bypass Rental WTG 2](#)
- [Bypass Rental WTG 3](#)
- [Bypass Submersible WTG](#)

**FISCAL IMPACT:**

\$449,757.28

**TOWN COUNCIL GOALS & OBJECTIVES:**

Goal #1: Develop a long-term strategy to provide essential sanitation collection and treatment services that are financially viable, future-oriented, and maximize the existing assets and partnership in a community of our size with limited resources.

**RECOMMENDATIONS:**

Ratify emergency purchase.

Approved by: Utilities

GL# 53-92-831 PER APPLD

Date: 6/17/25 KAR

VEHICLE INVOICE

**Kar Nutts**

3100 East End Blvd South  
Marshall TX 75672  
903-927-1951

AND BILL OF SALE

Stock No. 1360

Date 6/12/2025

BUYER INFORMATION			VEHICLE SOLD					
BUYER NAME	TOWN OF PAGOSA SPRINGS		YEAR	MAKE	MODEL			
CO-BUYER NAME			2020	Ford	F-550			
STREET ADDRESS	551 HOT SPRINGS BLVD.		BODY TYPE	COLOR	ODOMETER			
CITY STATE ZIP	PAGOSA SPRINGS CO 81147		Service Truck - Small	White	117,057			
HOME PHONE	WORK PHONE	CELL PHONE	VIN	STOCK NO.				
	970-585-4994		1FD0X5HT2LED87693	1360				
LIENHOLDER			TRANSACTION					
NAME			SALESPERSON	DAVID PAGE				
ADDRESS			VEHICLE PRICE	\$121,578.13				
CITY STATE ZIP			Buyers Tag	\$5.00				
PHONE	CONTACT NAME		Documentary Fee	\$225.00				
DISCLAIMER OF WARRANTIES			Title Fee	N/A				
<p>Note: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. All warranties on this vehicle are the manufacturer's. The Seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of Merchantability or Fitness for a Particular Purpose, and the Seller neither assumes nor authorizes any other person to assume for it any liability in connection with this sale. This disclaimer in no way affects the terms of the manufacturer's warranty. The buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit or income, or any other incidental damages. Any exceptions to the above disclaimer must be expressly provided by separate instrument in writing.</p> <p>THE VEHICLE BEING SOLD UNDER THIS AGREEMENT IS BEING PURCHASED AND ACCEPTED BY THE PURCHASER "AS IS".</p>			License	N/A				
			Warranty	N/A				
			Shipping	N/A				
			Sales Tax	N/A				
			V.I.T. Fee	\$191.87				
			CREDIT			TRADE-IN ALLOWANCE	N/A	
						PAYOFF ON TRADE-IN	N/A	
			DOWN PAYMENT	N/A				
			TOTAL CREDIT	N/A				
			BALANCE DUE	\$122,000.00				
			METHOD OF PAYMENT:					
BILL OF SALE			TRADE-IN VEHICLE					
<p>A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. BUYERS MAY AVOID PAYMENT OF THE FEE TO THE SELLER BY HANDLING THE DOCUMENTS AND PERFORMING THE SERVICES RELATING TO THE CLOSING OF THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$130. THIS NOTICE IS REQUIRED BY LAW.</p>			YEAR	MAKE	MODEL			
<p>SALE IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS</p>			BODY TYPE	COLOR	ODOMETER			
<p>BUYER(S) SIGNATURE _____ DATE 6/12/2025</p>			VIN					
<p>BUYER(S) SIGNATURE _____ DATE 6/12/2025</p>			<p>SELLER SIGNATURE _____ DATE 6/12/2025</p>					

DCS-BOS-TX Rev. 11/14

© 2014 Dealer Car Search





**Certificate Of Completion**

Envelope Id: C6F430D9-B30F-4C6F-9F2F-3B20F4FA4205	Status: Completed
Subject: Complete with Docusign: PO 25-TOPS014_2020 Ford F550.pdf	
Source Envelope:	
Document Pages: 1	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Kate Porter
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	551 Hot Springs Blvd
	Pagosa Springs, CO 81147
	kporter@pagosasprings.co.gov
	IP Address: 199.114.231.218

**Record Tracking**

Status: Original	Holder: Kate Porter	Location: DocuSign
6/17/2025 2:12:50 PM	kporter@pagosasprings.co.gov	

**Signer Events**

April Hessman  
 ahessman@pagosasprings.co.gov  
 Town Clerk/Finance Director  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 6FF54AF7EC2B41D...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 199.114.231.218

**Timestamp**

Sent: 6/17/2025 2:14:21 PM  
 Viewed: 6/17/2025 2:18:42 PM  
 Signed: 6/17/2025 2:18:50 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/17/2023 2:05:53 PM  
 ID: 72218e15-e67d-47f3-80c3-aff1ac3a4713

David J Harris  
 dharris@pagosasprings.co.gov  
 Town Manager  
 Security Level: Email, Account Authentication (None)

Signed by:  
  
 79007219F79B4F9...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 199.114.231.218

Sent: 6/17/2025 2:14:22 PM  
 Viewed: 6/17/2025 2:18:36 PM  
 Signed: 6/17/2025 2:18:49 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/17/2025 2:18:36 PM  
 ID: 02d0eabe-67f0-42d5-8278-1bb60bb6109f

Karl Johnson  
 kjohnson@pagosasprings.co.gov  
 Public Works Director  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 453F30A285994E4...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 199.114.231.218

Sent: 6/17/2025 2:14:21 PM  
 Viewed: 6/17/2025 2:21:33 PM  
 Signed: 6/17/2025 2:21:40 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 7/31/2023 12:20:20 PM  
 ID: 374d318f-0551-462f-a370-f07136c68cae

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	6/17/2025 2:14:22 PM
Certified Delivered	Security Checked	6/17/2025 2:21:33 PM
Signing Complete	Security Checked	6/17/2025 2:21:40 PM
Completed	Security Checked	6/17/2025 2:21:40 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

Electronic Record and Signature Disclosure created on: 5/17/2023 1:42:26 PM  
Parties agreed to: April Hessman, David J Harris, Karl Johnson

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Admin Dept1 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Admin Dept1:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kharker@pagosasprings.co.gov](mailto:kharker@pagosasprings.co.gov)

**To advise Admin Dept1 of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kharker@pagosasprings.co.gov](mailto:kharker@pagosasprings.co.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Admin Dept1**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kharker@pagosasprings.co.gov](mailto:kharker@pagosasprings.co.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Admin Dept1**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [kharker@pagosasprings.co.gov](mailto:kharker@pagosasprings.co.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Admin Dept1 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Admin Dept1 during the course of your relationship with Admin Dept1.



INVOICE

INVOICE	
5631857	
Invoice Date	Page
08/11/2025	1 of 5
ORDER NUMBER	
1494221	

*PSD*

OP-606655  
\*\*DIRECT SHIPMENT\*\*

**Bill To:**  
Town of Pagosa Springs, CO  
PO Box 1859  
Pagosa Springs, CO 81147  
US  
  
Attn: Accounting Dept  
Customer ID: 423803

**Ship To:**  
City of Pagosa Springs, CO  
550 Pirate Dr  
Andrea 970-264-4151  
Pagosa Springs, CO 81147  
US  
  
Ordered By: Lucian Brewster

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
Verbal Lucian Brewster	Upon Receipt	08/25/2025	08/25/2025	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
01/13/2025 13:19:41	3683471	Jordan Barnett	NATASHA SMALLEY

Quantities				Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM				

Carrier: Best Way - PPD/ADD				Tracking #:			
1.0000	1.0000	0.0000	EA	20244951 Q-42449	EA	20,726.6700	20,726.67
				CTRL PNL,DUPLEX,VFD			
1.0000	1.0000	0.0000	EA	DIRECT SHIP FREIGHT	EA	0.0000	0.00
				DIRECT SHIP FREIGHT			

Ordered As: DSF

Total Lines: 2	<b>SUB-TOTAL:</b> 20,726.67
Total Freight In: 0.00	<b>TOTAL FREIGHT:</b> 770.00
	<b>TAX:</b> 0.00
	<b>AMOUNT DUE:</b> 21,496.67
	Amount Due after 08/25/2025: 21819.12

*Lightning Strike*  
*53-92-680-8202*

All past due invoices are subject to a 1.5% per month finance charge.

REMIT TO	ACH / WIRE
Cogent Inc. or Brand Name P.O. Box 411832 Kansas City, MO 64141-1832 USA acctsrc@cogentcompanies.com	Enterprise Bank 12695 Metcalf Ave Overland Park, KS 66213 Routing Number: 081006162 Account Number: 4140000174

Preferred method of payment is ACH

ORIGINAL



**STANDARD TERMS AND CONDITIONS**

1. **DEFINITIONS.** “Company” means Cogent, Inc., including any of Company’s applicable trade names associated with the specific Proposal or specific Agreement. “Customer” means Company’s customer for the specific Proposal or Agreement. “Proposal” means Company’s proposal, estimate, quotation or sales form, including any terms expressly incorporated by reference, and these Terms and Conditions. “Agreement” means the terms of the final agreement entered into by and between Company and Customer relating to the purchase or rental of specific goods, equipment or services, and these Terms and Conditions.

2. **CONFLICT OF TERMS AND INTEGRATION.** Company’s Proposal is expressly conditioned upon Customer’s acceptance of these Terms and Conditions. Any additional or different terms and conditions included in Customer’s purchase order, or other documents or communications, shall have no application or effect on the Agreement, unless specifically agreed to by Company in writing. Company’s commencement of performance or delivery of goods and/or equipment shall not be deemed or construed as an acceptance of Customer’s additional or different terms and conditions. The terms set forth in the Agreement supersede all prior negotiations, representations or agreements, either written or oral between the parties, and can only be modified or amended with the express written consent of Company.

3. **PROPOSAL, WITHDRAWAL AND EXPIRATION.** If the price is included in a Proposal, the price is firm for receipt of an order within 15 days of the date shown on the Proposal. Company reserves the right to cancel a Proposal at any time prior to receiving the acceptance in writing of the Proposal by Customer.

4. **PRICING.** The final price in the Agreement must be accepted by Company in writing. Unless expressly agreed to by Company in writing, the price does not include: (i) any freight charges; (ii) any applicable duties, tariffs or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to the goods, equipment, services and/or project, up to the final shipment date to Customer; and (iii) manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

5. **PAYMENT TERMS.** Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances, starting on the sixteenth (16) day after the invoice date. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company in writing at the time of the Agreement, and shall in no case exceed a period of 120 days. Payment of “commercial transaction” invoices by credit card will be charged a fee based upon Company’s average discount rate for credit card transactions. Company reserves the right to require Customer make payment in advance, or C.O.D., or otherwise modify Company’s credit terms if Customer’s credit standing or scores are found to be not acceptable to Company. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

6. **FINANCIAL INSECURITY ISSUES.** If at any time prior to receipt of payment in full by Company of the Agreement, Company receives information on Customer’s financial responsibility or condition that causes Company to become insecure of Customer’s ability to perform under the terms of the Agreement, including but not limited to Customer’s failure to fulfill any other contractual obligations to Company, Company may take the following actions: (a) request further financial assurances, or collateral, from Customer; (b) suspend Company’s performance under the Agreement; (c) defer or decline to deliver any goods or equipment, or services, under the Agreement; (d) stop delivery of goods or equipment in transit, and/or stop rendering services under the Agreement; and/or (e) terminate the Agreement as allowed under the Terms and Conditions. If Customer provides satisfactory financial assurances to Company as requested, including but not limited to payments in advance or other security acceptable to Company, then Company shall continue with its performance under the Agreement. Customer grants to Company a continuing security interest in and a lien upon the goods and/or equipment supplied by or through Company under the Agreement and the proceeds thereof (including insurance proceeds), as security for the payment in full and the performance by Customer of all of its obligations to Company under the Agreement, as well as any other Agreement between the parties. Customer shall execute a financing statement and any other documents needed by Company to enforce this security interest and lien, upon request by Company. For goods and/or equipment purchased by Customer for Customer’s own use, Customer shall have no right to sell, encumber or otherwise dispose of those goods and/or equipment until Company has received payment in full of all amounts owed by Customer under the express terms of the Agreement.

7. **TITLE, DELIVERY AND RISK OF LOSS.** Unless other terms are expressly agreed to in writing by Company, for goods and/or equipment that are shipped from a Company facility or warehouse, those shipments are FOB Company’s shipping point, at which point title transfers to Customer. For goods and/or equipment that are shipped from a manufacturer or distributor, those shipments are FOB manufacturer’s or distributor’s warehouse or factory shipping point as applicable, at which point title transfers to Customer. Delivery dates are estimates, and time is not of the essence.

8. **EXPORT OF GOODS AND/OR EQUIPMENT.** Goods and/or equipment sold by Company to Customer may be subject to applicable export laws and regulations, including the United States Export Administration Regulations. If any goods and/or equipment acquired by Customer is or are exported, Customer agrees to comply with all such applicable laws and regulations. In particular, Customer shall not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods and/or equipment to any country or jurisdiction to which, or to any party to whom, the export or release of any goods and/or equipment is prohibited by applicable law, regulation or rule. As between Company and Customer, Customer shall be responsible for any breach of any export law, regulation or rule. For export shipments from the United States, delivery to Customer of the goods and/or equipment will pass from Company to Customer, as well as title to the goods and/or

ORIGINAL



equipment, absolutely no later than when the goods and/or equipment are delivered to the shipping port, so that Customer shall be the exporter of the goods and/or equipment.

**9. CUSTOMER DELAY OF DELIVERY.** If Customer requests Company to delay delivery of any goods and/or equipment included in the Agreement, the requested delay, if agreed to by Company in writing, shall solely effect the delivery date of the goods and/or equipment. Company reserves the right to issue an invoice for the goods and/or equipment as of the originally scheduled, or the first available, delivery date. If Company is required to store or warehouse any goods and/or equipment on behalf of Customer due to the delayed delivery date, any storage and/or warehouse costs and fees will be charged to Customer and payable by Customer to Company upon receipt of an invoice, as well as the costs of any required maintenance of the goods and equipment throughout the period of delay.

**10. CUSTOMER CANCELLATION.** Customer possesses no right to cancel special or made-to-order goods and/or equipment, unless first requested by Customer in writing to Company, and accepted by Company in a written response to Customer. If any request to cancel is made by Customer, and accepted by Company, Company may issue an invoice to Customer which will include all costs and expenses incurred by Company prior to accepting the cancellation request, including any labor costs and overhead incurred or expended by Company. Goods and/or equipment from a cancelled Agreement, returned to a manufacturer or other source of the goods and/or equipment, shall be returned at Customer's costs, including any delivery and/or restocking charges.

**11. INSPECTION OBLIGATIONS.** Customer shall inspect the goods and/or equipment upon receipt. When delivery of the goods and/or equipment are to a project site, Customer will notify Company in writing within three (3) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. For all other deliveries of goods and/or equipment, Customer shall notify Company in writing within ten (10) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. Failure of Customer to timely deliver the written notice to Company shall constitute a waiver by Customer to claim any shortages in the goods and/or equipment delivered, and to claim any damages to, or nonconformity of the goods and/or equipment delivered to Customer. Customer shall make any claim for loss of or damage to goods and/or equipment while in transit, to the carrier, unless different terms are expressly set forth in the Agreement of the parties.

**12. NEW GOODS WARRANTY.** For all new goods and/or equipment, Company will pass through to Customer any warranty provided by the manufacturer of any goods and/or equipment supplied by Company. None of the warranties received by Customer shall become effective until such time that Customer has paid Company in full for the goods and/or equipment. **THE MANUFACTURER'S WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED CUSTOMER.**

**COMPANY PROVIDES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY.**

**13. USED GOODS AND EQUIPMENT.** Used goods or equipment sold by Company are sold in an as-is and where is condition. Unless stated in the Agreement by Company, Company makes no representations or warranties of any kind, express or implied, as to the nature, quality or condition of the used goods or equipment, or its suitability for any use, including without limitation any warranty of merchantability or fitness for a particular purpose, unless expressly agreed to in writing between Company and Customer. Company shall have no liability to Customer in connection with the sale of the used goods and equipment, including without limitation, for loss of profit, loss of income, loss of production, loss of opportunity, or indirect, consequential, incidental, punitive or exemplary damages arising out of or related to Company's sale of used goods or equipment to Customer.

**14. INSTALLATION AND STARTUP.** Unless otherwise agreed to in writing by Company, installation of the purchased goods and/or equipment shall be the responsibility of Customer. If the manufacturer of any goods or equipment supplied by Company to Customer requires that a representative of the manufacturer be present for the start up of the goods and/or equipment, and Company is designated as the authorized representative for the manufacturer for the start up of the goods and/or equipment, Customer shall provide a minimum of fourteen (14) calendar days notice to Company of the scheduled start up. If, under the stated circumstances, the start up of the goods and/or equipment occurs without Company or some other manufacturer's representative being present, the manufacturer's warranty might be voided, or its coverage limited by that action. For goods or equipment repaired by Company for Customer, if Company requires a Company representative to be present for the start up of the repaired goods and/or equipment, the same fourteen (14) calendar days notice to Company is required. If the goods and/or equipment are started without a Company representative being present, the same limitation or voiding of any applicable warranties can occur.

**15. BANKRUPTCY, RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, DEFAULT.** If voluntary or involuntary Bankruptcy proceedings are commenced against Customer, or similar proceedings such as a receivership or any other insolvency proceedings, or if Customer makes an assignment for the benefit of its creditors, Company may provide written notice to Customer of Company's immediate termination and cancellation of the Agreement. If Customer is in material default of the Agreement, including but not limited to Customer's failure to make any payment when due to Company, then Company can deliver a written notice to Customer of such default and provide notice of a five (5) day right to cure the default. If Customer fails to cure the default within the five (5) day period, or begin commencement of the cure and continue to work diligently on the cure within the five (5) day period, Company has the right to terminate any further

ORIGINAL



performance of its obligations under the Agreement, without prejudice to any other rights and remedies the Company might have under the Agreement and applicable law. If the Agreement is terminated, the rights, obligations and liabilities of the parties that accrued prior to the termination of the Agreement shall survive the termination.

**16. LIMITATION OF LIABILITIES.** Except as otherwise provided by applicable law, in no event will Company's liability exceed the amount paid by Customer to Company under the Agreement. In no event shall Company's obligations and liabilities under this Agreement include any indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill. Nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

**17. INDEMNIFICATION.** Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the goods and/or equipment purchased or rented from Company. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the goods and/or equipment, to the fullest extent allowable by law.

**18. COMPANY DRAWINGS.** Any drawings that Company prepares and delivers to Customer shall remain Company's property. If Company provides drawings related to the installation of the goods and/or equipment in Company's Proposal, those drawings depict the general type, arrangement and approximate dimensions of the goods and/or equipment to be furnished by Company, are for Customer's information only, and Company makes no representation or warranty regarding the drawings' accuracy. Unless expressly stated to the contrary in the Proposal, all drawings, illustrations or diagrams form no part of the Agreement.

**19. CONFIDENTIAL INFORMATION.** Company may provide designs, illustrations, processing equipment, repair specifications, manufacturing information, intellectual property and other non-public information ("Confidential Information") to Customer in either the Proposal, or the Agreement, or in the performance of the Agreement. Other than for the performance of the Agreement, Customer agrees to not disclose, use or reproduce any Confidential Information without Company's prior written consent. Customer's agreement to not disclose, use or reproduce Confidential Information shall survive completion of Company's obligations under the Agreement, or termination of the Agreement.

**20. CUSTOMER WARRANTY.** Customer warrants the accuracy of any and all information provided to Company,

relating to the details of the relevant operating conditions, including but not limited to influent data, temperatures, pressures and where applicable, the nature of all hazardous materials. Company may justifiably rely upon the accuracy of Customer's information in preparing both the Proposal and the Agreement. If Customer's information is later found to be not accurate, Company shall have no liability to Customer, and/or Customer's customer if any, for any losses, liabilities, damages and expenses of any kind, that arise out of, or relate in any respect, to the inaccurate information provided by Customer to Company, and shall defend and indemnify Company for any claims made against Company based upon such inaccurate information.

**21. FORCE MAJEURE.** Company may cancel, terminate or suspend its Proposal or the Agreement, and Company shall have no liability to Customer for Company's failure to deliver any goods and/or equipment, or to provide any services to Customer, due to force majeure. Force majeure means any event or circumstances beyond Company's reasonable control, including but not limited to natural disasters, wars, strikes, riots, epidemics, criminal actions, changes in applicable laws and failures of suppliers or transportation. In these situations, Company's time for performance shall be extended in an amount equal to the period of time for Company to recover from the causal event, and shall notify Customer within a reasonable period of time of the expected delay. If the force majeure event impacts the pricing specified in the Proposal or the Agreement, Company shall notify Customer of the revised pricing. If Customer rejects the revised pricing in the Agreement, the parties will resolve the cancellation pursuant to the Customer Cancellation clause.

**22. LAW AND VENUE.** This agreement shall be governed by the laws of the state where the Company's branch office is located from which the goods and/or equipment is rented or purchased, or services were ordered from Company (without reference to principles of conflicts of laws). Customer further agrees that venue and jurisdiction shall be appropriate in the federal court located in Kansas City, Missouri. This paragraph shall survive any termination, cancellation or expiration of the Agreement. If any dispute between Company and Customer ends up in litigation or arbitration, the prevailing party is entitled to an award of reasonable attorney's fees and costs.

**23. DISASSEMBLY, CLEANING, INSPECTION AND ESTIMATE CHARGE.** The disassembly, cleaning, inspection and estimate charge ("DCI Charge") is the amount that is due from Customer if Customer decides to not repair the unit(s). An invoice for this amount shall automatically be generated for the DCI Charge within ninety (90) days of the date of the Service Estimate if Customer has not authorized the repairs, or at the date that Customer rejects the estimate for the repairs. All units left at Cogent's facility, not repaired, for more than six (6) months, will be scrapped by Cogent without any liability to Customer. Before scrapping or otherwise disposing of the unrepaired unit(s), Cogent shall deliver a final ten (10) day notice to Customer to pick up the unit(s), or the unit(s) will be scrapped or otherwise disposed of by Cogent without any liability, financial or otherwise, to Customer.

ORIGINAL



**24. MISCELLANEOUS.** The captions or titles in these Terms and Conditions are for reference only, and shall have no role nor effect in the interpretation or construction of the Proposal or the Agreement, as applicable. Company's failure to insist, on any one or more instances, upon Customer's performance of the Agreement, or to exercise any rights conferred in the Agreement, will not constitute a waiver or relinquishment of such right, or the right to insist upon Customer's performance in any other respect. The partial or complete invalidity of any one or more provisions in these Terms and Conditions, or any other part of the Agreement, shall not affect the validity or continuing force and effect of any other provision. Unless specifically stated otherwise in these Terms and Conditions, Company possesses all other legal and equitable rights that may be found in the applicable law.

**ADDITIONAL RENTAL TERMS AND CONDITIONS**

**1. DEFINITIONS.** All Rented Equipment is detailed in the Rental Contract. Rental fees are charged within each 28-day billing cycle. A Rental Day is equal to one calendar day. A Rental Week is equal to seven (7) calendar days. A Rental Month is equal to twenty-eight (28) calendar days. All rental rates ("Scheduled Rates") are outlined in the Rental Contract. The Standby Rate is 75% of the Scheduled Rate. Standby is for a "second" or additional back-up pump to be running only in the event the primary pump cannot operate. If the standby pump operates for any reason other than failure of a primary pump, the Scheduled Rate will apply to the Standby Pump. For diesel equipment, all Scheduled Rates are based on an up to 8-hour per day shift. If diesel equipment is used for a more than eight (8) hours in a day, the Scheduled Rate for the day shall be charged at 150%. If diesel equipment is used for more than sixteen (16) hours in a day, the Scheduled Rate shall be doubled.

**2. BILLING CYCLES.** Billing cycles on Rented Equipment are defined as follows: 3-7 Days = 1 Week; 8 Days = 1 Week and 1 Day; 9 Days = 1 Week and 2 Days; 10-14 Days = 2 Weeks; 15 Days = 2 Weeks and 1 Day; 16 Days = 2 Weeks and 2 Days; 17-28 Days = 1 Month. Billing cycles for C.O.D. Customers are defined as follows: 3-7 Days = 1 Week.

**3. INSURANCE COVERAGES.** Customer is responsible for obtaining property coverage at replacement cost of the Rented Equipment. Company d/b/a Velocity shall be included as a loss payee. General liability coverage shall contain limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, a waiver of subrogation and that the insurance is primary and non-contributory to any other available insurance. A copy of the Certificate of Insurance shall be provided to the Customer's contact at Company.

**4. ENVIRONMENTAL FEE.** Environmental Fee is charged at 1.75% of the Rental Charge for all Rented Equipment.

**5. RETURNING RENTED EQUIPMENT.** All Rented Equipment shall be returned in as clean as the condition when it was delivered to Customer. If the Rented Equipment is not returned in this manner, a cleaning charge will be added to the final invoice. This cleaning charge will consist of a time and

material charge based on the time needed to perform the necessary cleaning, and the required materials

**6. OFF RENT CALL CONFIRMATION.** For Rented Equipment the Company is picking up, it is the responsibility of Customer to call into the Company's local branch office and obtain an Off Rent - Call Confirmation Number. This call serves as notification that the Rented Equipment is disassembled, properly decontaminated, and staged in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if the Rented Equipment is not cleaned and staged for removal.

**IMPORTANT:** Obtaining an Off Rent-Call Confirmation Number does not release Customer from its obligations to safeguard and secure Rented Equipment, including maintaining required Insurance Coverages, while Rented Equipment remains under Customer's care, custody or control, until the return of all Rented Equipment to Company. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure Rented Equipment while awaiting pickup, or until returned by Customer to Company.

**7. DIESEL EQUIPMENT MAINTENANCE.** All diesel engine driven Rented Equipment requires preventative maintenance every 250 hours of runtime. This is the responsibility of the Customer. Company can provide this service at an additional cost. Overdue maintenance fees will be charged when Rented Equipment is returned without proof of preventative maintenance services. Fees will be charged based upon the number of 250-hour maintenance windows missed during the rental, plus any additional damages which may have been incurred due to lack of proper maintenance of the Rented Equipment.

**8. FUELING DIESEL EQUIPMENT.** Fuel for diesel engine driven Rented Equipment is not part of this Proposal and/or Agreement and is the responsibility of Customer. An auxiliary fuel tank can be provided for an additional charge.

**9. COGENT TERMS & CONDITIONS.** A complete list of Terms & Conditions can be found at:

<https://cogentcompanies.com/tandc/>

April 4, 2025

ORIGINAL





PSJ

INVOICE

INVOICE	
5632803	
Invoice Date	Page
08/21/2025	1 of 6
ORDER NUMBER	
1503685	

OP-623707

**Bill To:**  
 Town of Pagosa Springs, CO  
 PO Box 1859  
 Pagosa Springs, CO 81147  
 US

**Ship To:**  
 Town of Pagosa Springs, CO  
 551 Hot Springs Blvd  
 Pagosa Springs, CO 81147  
 US

Attn: Accounting Dept  
 Customer ID: 423803

Ordered By: Mr. Karl Johnson

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
Email Confirmation Karl J. 6.20.25	Upon Receipt	09/04/2025	09/04/2025	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
06/20/2025 10:38:15	3684951	Ken L. Musick	ISAAC GORRELL

Quantities				Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM				

Carrier: Field Service Personnel

Tracking #:

----- Service Item Information -----

1.0000	1.0000	0.0000	EA	SID-DELIVERY PICKUP	EA	0.0000	0.00
				Serial Number: PICKUP			
				SERVICE,DELIVERY OR PICKUP			

----- Service Item Information -----

1.0000	1.0000	0.0000	EA	SID-RENTAL	EA	7,261.2000	7,261.20
				Serial Number: ACCESSORIES			
				VELOCITY RENTAL			
				Order Line Notes: Rental Period 7/25 - 8/21/25			
				Include items per rental agreement			

----- Service Item Information -----

1.0000	1.0000	0.0000	EA	SID-RENTAL	EA	2,732.4000	2,732.40
				Serial Number: V60761			
				VELOCITY RENTAL			
				Order Line Notes: Rental Period 7/25 - 8/21/25			
				HL130M V60761			
				Hours Out - 128.8			
				Fuel Out - 3/4			

53-92-731-9205  
 Rental

----- Service Item Information -----

1.0000	1.0000	0.0000	EA	SID-RENTAL	EA	1,242.0000	1,242.00
				Serial Number: V6365			
				VELOCITY RENTAL			

ORIGINAL



INVOICE



**INVOICE**

INVOICE	
5632803	
Invoice Date	Page
08/21/2025	2 of 6
ORDER NUMBER	
1503685	

OP-623707

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM	Disp.				

**Order Line Notes:** Rental Period 7/25 - 8/21/25  
Heidra 150 V6365

----- Service Item Information -----

1.0000	1.0000	0.0000	EA	SID-RENTAL	EA	9,468.0000	9,468.00
--------	--------	--------	----	------------	----	------------	----------

**Serial Number:** V60720

VELOCITY RENTAL

**Order Line Notes:** Rental Period 7/25 - 8/21/25  
HL130M V60720  
Hours Out - 6155

Total Lines: 5

**SUB-TOTAL:** 20,703.60

**TAX:** 0.00

**AMOUNT DUE:** 20,703.60

Amount Due after 09/04/2025: 21014.15

All past due invoices are subject to a 1.5% per month finance charge.

REMIT TO	ACH / WIRE
Cogent Inc. or Brand Name	Enterprise Bank
P.O. Box 411832	12695 Metcalf Ave
Kansas City, MO 64141-1832	Overland Park, KS 66213
USA	Routing Number: 081006162
acctsrc@cogentcompanies.com	Account Number: 4140000174

**Preferred method of payment is ACH**

ORIGINAL



STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** "Company" means Cogent, Inc., including any of Company's applicable trade names associated with the specific Proposal or specific Agreement. "Customer" means Company's customer for the specific Proposal or Agreement. "Proposal" means Company's proposal, estimate, quotation or sales form, including any terms expressly incorporated by reference, and these Terms and Conditions. "Agreement" means the terms of the final agreement entered into by and between Company and Customer relating to the purchase or rental of specific goods, equipment or services, and these Terms and Conditions.

2. **CONFLICT OF TERMS AND INTEGRATION.** Company's Proposal is expressly conditioned upon Customer's acceptance of these Terms and Conditions. Any additional or different terms and conditions included in Customer's purchase order, or other documents or communications, shall have no application or effect on the Agreement, unless specifically agreed to by Company in writing. Company's commencement of performance or delivery of goods and/or equipment shall not be deemed or construed as an acceptance of Customer's additional or different terms and conditions. The terms set forth in the Agreement supersede all prior negotiations, representations or agreements, either written or oral between the parties, and can only be modified or amended with the express written consent of Company.

3. **PROPOSAL, WITHDRAWAL AND EXPIRATION.** If the price is included in a Proposal, the price is firm for receipt of an order within 15 days of the date shown on the Proposal. Company reserves the right to cancel a Proposal at any time prior to receiving the acceptance in writing of the Proposal by Customer.

4. **PRICING.** The final price in the Agreement must be accepted by Company in writing. Unless expressly agreed to by Company in writing, the price does not include: (i) any freight charges; (ii) any applicable duties, tariffs or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to the goods, equipment, services and/or project, up to the final shipment date to Customer; and (iii) manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

5. **PAYMENT TERMS.** Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances, starting on the sixteenth (16) day after the invoice date. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company in writing at the time of the Agreement, and shall in no case exceed a period of 120 days. Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Company's average discount rate for credit card transactions. Company reserves the right to require Customer make payment in advance, or C.O.D., or otherwise modify Company's credit terms if Customer's credit standing or scores are found to be not acceptable to Company. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

6. **FINANCIAL INSECURITY ISSUES.** If at any time prior to receipt of payment in full by Company of the Agreement, Company receives information on Customer's financial responsibility or condition that causes Company to become insecure of Customer's ability to perform under the terms of the Agreement, including but not limited to Customer's failure to fulfill any other contractual obligations to Company, Company may take the following actions: (a) request further financial assurances, or collateral, from Customer; (b) suspend Company's performance under the Agreement; (c) defer or decline to deliver any goods or equipment, or services, under the Agreement; (d) stop delivery of goods or equipment in transit, and/or stop rendering services under the Agreement; and/or (e) terminate the Agreement as allowed under the Terms and Conditions. If Customer provides satisfactory financial assurances to Company as requested, including but not limited to payments in advance or other security acceptable to Company, then Company shall continue with its performance under the Agreement. Customer grants to Company a continuing security interest in and a lien upon the goods and/or equipment supplied by or through Company under the Agreement and the proceeds thereof (including insurance proceeds), as security for the payment in full and the performance by Customer of all of its obligations to Company under the Agreement, as well as any other Agreement between the parties. Customer shall execute a financing statement and any other documents needed by Company to enforce this security interest and lien, upon request by Company. For goods and/or equipment purchased by Customer for Customer's own use, Customer shall have no right to sell, encumber or otherwise dispose of those goods and/or equipment until Company has received payment in full of all amounts owed by Customer under the express terms of the Agreement.

7. **TITLE, DELIVERY AND RISK OF LOSS.** Unless other terms are expressly agreed to in writing by Company, for goods and/or equipment that are shipped from a Company facility or warehouse, those shipments are FOB Company's shipping point, at which point title transfers to Customer. For goods and/or equipment that are shipped from a manufacturer or distributor, those shipments are FOB manufacturer's or distributor's warehouse or factory shipping point as applicable, at which point title transfers to Customer. Delivery dates are estimates, and time is not of the essence.

8. **EXPORT OF GOODS AND/OR EQUIPMENT.** Goods and/or equipment sold by Company to Customer may be subject to applicable export laws and regulations, including the United States Export Administration Regulations. If any goods and/or equipment acquired by Customer is or are exported, Customer agrees to comply with all such applicable laws and regulations. In particular, Customer shall not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods and/or equipment to any country or jurisdiction to which, or to any party to whom, the export or release of any goods and/or equipment is prohibited by applicable law, regulation or rule. As between Company and Customer, Customer shall be responsible for any breach of any export law, regulation or rule. For export shipments from the United States, delivery to Customer of the goods and/or equipment will pass from Company to Customer, as well as title to the goods and/or

ORIGINAL



equipment, absolutely no later than when the goods and/or equipment are delivered to the shipping port, so that Customer shall be the exporter of the goods and/or equipment.

**9. CUSTOMER DELAY OF DELIVERY.** If Customer requests Company to delay delivery of any goods and/or equipment included in the Agreement, the requested delay, if agreed to by Company in writing, shall solely effect the delivery date of the goods and/or equipment. Company reserves the right to issue an invoice for the goods and/or equipment as of the originally scheduled, or the first available, delivery date. If Company is required to store or warehouse any goods and/or equipment on behalf of Customer due to the delayed delivery date, any storage and/or warehouse costs and fees will be charged to Customer and payable by Customer to Company upon receipt of an invoice, as well as the costs of any required maintenance of the goods and equipment throughout the period of delay.

**10. CUSTOMER CANCELLATION.** Customer possesses no right to cancel special or made-to-order goods and/or equipment, unless first requested by Customer in writing to Company, and accepted by Company in a written response to Customer. If any request to cancel is made by Customer, and accepted by Company, Company may issue an invoice to Customer which will include all costs and expenses incurred by Company prior to accepting the cancellation request, including any labor costs and overhead incurred or expended by Company. Goods and/or equipment from a cancelled Agreement, returned to a manufacturer or other source of the goods and/or equipment, shall be returned at Customer's costs, including any delivery and/or restocking charges.

**11. INSPECTION OBLIGATIONS.** Customer shall inspect the goods and/or equipment upon receipt. When delivery of the goods and/or equipment are to a project site, Customer will notify Company in writing within three (3) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. For all other deliveries of goods and/or equipment, Customer shall notify Company in writing within ten (10) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. Failure of Customer to timely deliver the written notice to Company shall constitute a waiver by Customer to claim any shortages in the goods and/or equipment delivered, and to claim any damages to, or nonconformity of the goods and/or equipment delivered to Customer. Customer shall make any claim for loss of or damage to goods and/or equipment while in transit, to the carrier, unless different terms are expressly set forth in the Agreement of the parties.

**12. NEW GOODS WARRANTY.** For all new goods and/or equipment, Company will pass through to Customer any warranty provided by the manufacturer of any goods and/or equipment supplied by Company. None of the warranties received by Customer shall become effective until such time that Customer has paid Company in full for the goods and/or equipment. **THE MANUFACTURER'S WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED CUSTOMER.**

**COMPANY PROVIDES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY.**

**13. USED GOODS AND EQUIPMENT.** Used goods or equipment sold by Company are sold in an as-is and where is condition. Unless stated in the Agreement by Company, Company makes no representations or warranties of any kind, express or implied, as to the nature, quality or condition of the used goods or equipment, or its suitability for any use, including without limitation any warranty of merchantability or fitness for a particular purpose, unless expressly agreed to in writing between Company and Customer. Company shall have no liability to Customer in connection with the sale of the used goods and equipment, including without limitation, for loss of profit, loss of income, loss of production, loss of opportunity, or indirect, consequential, incidental, punitive or exemplary damages arising out of or related to Company's sale of used goods or equipment to Customer.

**14. INSTALLATION AND STARTUP.** Unless otherwise agreed to in writing by Company, installation of the purchased goods and/or equipment shall be the responsibility of Customer. If the manufacturer of any goods or equipment supplied by Company to Customer requires that a representative of the manufacturer be present for the start up of the goods and/or equipment, and Company is designated as the authorized representative for the manufacturer for the start up of the goods and/or equipment, Customer shall provide a minimum of fourteen (14) calendar days notice to Company of the scheduled start up. If, under the stated circumstances, the start up of the goods and/or equipment occurs without Company or some other manufacturer's representative being present, the manufacturer's warranty might be voided, or its coverage limited by that action. For goods or equipment repaired by Company for Customer, if Company requires a Company representative to be present for the start up of the repaired goods and/or equipment, the same fourteen (14) calendar days notice to Company is required. If the goods and/or equipment are started without a Company representative being present, the same limitation or voiding of any applicable warranties can occur.

**15. BANKRUPTCY, RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, DEFAULT.** If voluntary or involuntary Bankruptcy proceedings are commenced against Customer, or similar proceedings such as a receivership or any other insolvency proceedings, or if Customer makes an assignment for the benefit of its creditors, Company may provide written notice to Customer of Company's immediate termination and cancellation of the Agreement. If Customer is in material default of the Agreement, including but not limited to Customer's failure to make any payment when due to Company, then Company can deliver a written notice to Customer of such default and provide notice of a five (5) day right to cure the default. If Customer fails to cure the default within the five (5) day period, or begin commencement of the cure and continue to work diligently on the cure within the five (5) day period, Company has the right to terminate any further

performance of its obligations under the Agreement, without prejudice to any other rights and remedies the Company might have under the Agreement and applicable law. If the Agreement is terminated, the rights, obligations and liabilities of the parties that accrued prior to the termination of the Agreement shall survive the termination.

**16. LIMITATION OF LIABILITIES.** Except as otherwise provided by applicable law, in no event will Company's liability exceed the amount paid by Customer to Company under the Agreement. In no event shall Company's obligations and liabilities under this Agreement include any indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill. Nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

**17. INDEMNIFICATION.** Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the goods and/or equipment purchased or rented from Company. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the goods and/or equipment, to the fullest extent allowable by law.

**18. COMPANY DRAWINGS.** Any drawings that Company prepares and delivers to Customer shall remain Company's property. If Company provides drawings related to the installation of the goods and/or equipment in Company's Proposal, those drawings depict the general type, arrangement and approximate dimensions of the goods and/or equipment to be furnished by Company, are for Customer's information only, and Company makes no representation or warranty regarding the drawings' accuracy. Unless expressly stated to the contrary in the Proposal, all drawings, illustrations or diagrams form no part of the Agreement.

**19. CONFIDENTIAL INFORMATION.** Company may provide designs, illustrations, processing equipment, repair specifications, manufacturing information, intellectual property and other non-public information ("Confidential Information") to Customer in either the Proposal, or the Agreement, or in the performance of the Agreement. Other than for the performance of the Agreement, Customer agrees to not disclose, use or reproduce any Confidential Information without Company's prior written consent. Customer's agreement to not disclose, use or reproduce Confidential Information shall survive completion of Company's obligations under the Agreement, or termination of the Agreement.

**20. CUSTOMER WARRANTY.** Customer warrants the accuracy of any and all information provided to Company,

relating to the details of the relevant operating conditions, including but not limited to influent data, temperatures, pressures and where applicable, the nature of all hazardous materials. Company may justifiably rely upon the accuracy of Customer's information in preparing both the Proposal and the Agreement. If Customer's information is later found to be not accurate, Company shall have no liability to Customer, and/or Customer's customer if any, for any losses, liabilities, damages and expenses of any kind, that arise out of, or relate in any respect, to the inaccurate information provided by Customer to Company, and shall defend and indemnify Company for any claims made against Company based upon such inaccurate information.

**21. FORCE MAJEURE.** Company may cancel, terminate or suspend its Proposal or the Agreement, and Company shall have no liability to Customer for Company's failure to deliver any goods and/or equipment, or to provide any services to Customer, due to force majeure. Force majeure means any event or circumstances beyond Company's reasonable control, including but not limited to natural disasters, wars, strikes, riots, epidemics, criminal actions, changes in applicable laws and failures of suppliers or transportation. In these situations, Company's time for performance shall be extended in an amount equal to the period of time for Company to recover from the causal event, and shall notify Customer within a reasonable period of time of the expected delay. If the force majeure event impacts the pricing specified in the Proposal or the Agreement, Company shall notify Customer of the revised pricing. If Customer rejects the revised pricing in the Agreement, the parties will resolve the cancellation pursuant to the Customer Cancellation clause.

**22. LAW AND VENUE.** This agreement shall be governed by the laws of the state where the Company's branch office is located from which the goods and/or equipment was rented or purchased, or services were ordered from Company (without reference to principles of conflicts of laws). Customer further agrees that venue and jurisdiction shall be appropriate in the state and/or federal court venue in which Company's branch office is located from which the goods and/or equipment was rented or purchased, or services were ordered from Company; the county and/or federal court venue in which Company's corporate headquarters office is located; as well as the county(ies) in which any materials or equipment purchased from Company were used to improve a piece of real estate, including any structures located on the piece of real estate. This paragraph shall survive any termination, cancellation or expiration of the Agreement. If any dispute between Company and Customer ends up in litigation or arbitration, the prevailing party is entitled to an award of reasonable attorney's fees and costs.

ORIGINAL



**23. DISASSEMBLY, CLEANING, INSPECTION AND ESTIMATE CHARGE.** The disassembly, cleaning, inspection and estimate charge (“DCI Charge”) is the amount that is due from Customer if Customer decides to not repair the unit(s). An invoice for this amount shall automatically be generated for the DCI Charge within ninety (90) days of the date of the Service Estimate if Customer has not authorized the repairs, or at the date that Customer rejects the estimate for the repairs. All units left at Cogent’s facility, not repaired, for more than six (6) months, will be scrapped by Cogent without any liability to Customer. Before scrapping or otherwise disposing of the unrepaired unit(s), Cogent shall deliver a final ten (10) day notice to Customer to pick up the unit(s), or the unit(s) will be scrapped or otherwise disposed of by Cogent without any liability, financial or otherwise, to Customer.

**24. MISCELLANEOUS.** The captions or titles in these Terms and Conditions are for reference only, and shall have no role nor effect in the interpretation or construction of the Proposal or the Agreement, as applicable. Company’s failure to insist, on any one or more instances, upon Customer’s performance of the Agreement, or to exercise any rights conferred in the Agreement, will not constitute a waiver or relinquishment of such right, or the right to insist upon Customer’s performance in any other respect. The partial or complete invalidity of any one or more provisions in these Terms and Conditions, or any other part of the Agreement, shall not affect the validity or continuing force and effect of any other provision. Unless specifically stated otherwise in these Terms and Conditions, Company possesses all other legal and equitable rights that may be found in the applicable law.

**ADDITIONAL RENTAL TERMS AND CONDITIONS**

**1. DEFINITIONS.** All Rented Equipment is detailed in the Rental Contract. Rental fees are charged within each 28-day billing cycle. A Rental Day is equal to one calendar day. A Rental Week is equal to seven (7) calendar days. A Rental Month is equal to twenty-eight (28) calendar days. All rental rates (“Scheduled Rates”) are outlined in the Rental Contract. The Standby Rate is 75% of the Scheduled Rate. Standby is for a “second” or additional back-up pump to be running only in the event the primary pump cannot operate. If the standby pump operates for any reason other than failure of a primary pump, the Scheduled Rate will apply to the Standby Pump. For diesel equipment, all Scheduled Rates are based on an up to 8-hour per day shift. If diesel equipment is used for a more than eight (8) hours in a day, the Scheduled Rate for the day shall be charged at 150%. If diesel equipment is used for more than sixteen (16) hours in a day, the Scheduled Rate shall be doubled.

**2. BILLING CYCLES.** Billing cycles on Rented Equipment are defined as follows: 3-7 Days = 1 Week; 8 Days = 1 Week and 1 Day; 9 Days = 1 Week and 2 Days; 10-14 Days = 2 Weeks; 15 Days = 2 Weeks and 1 Day; 16 Days = 2 Weeks and 2 Days; 17-28 Days = 1 Month. Billing cycles for C.O.D. Customers are defined as follows: 3-7 Days = 1 Week.

**3. INSURANCE COVERAGES.** Customer is responsible for obtaining property coverage at replacement cost of the Rented Equipment. Company d/b/a Velocity shall be included as a loss payee. General liability coverage shall contain limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, a waiver of subrogation and that the insurance is primary and non-contributory to any other available insurance. A copy of the Certificate of Insurance shall be provided to the Customer’s contact at Company.

**4. ENVIRONMENTAL FEE.** Environmental Fee is charged at 1.75% of the Rental Charge for all Rented Equipment.

**5. RETURNING RENTED EQUIPMENT.** All Rented Equipment shall be returned in as clean as the condition when it was delivered to Customer. If the Rented Equipment is not returned in this manner, a cleaning charge will be added to the final invoice. This cleaning charge will consist of a time and material charge based on the time needed to perform the necessary cleaning, and the required materials

**6. OFF RENT CALL CONFIRMATION.** For Rented Equipment the Company is picking up, it is the responsibility of Customer to call into the Company’s local branch office and obtain an Off Rent - Call Confirmation Number. This call serves as notification that the Rented Equipment is disassembled, properly decontaminated, and staged in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if the Rented Equipment is not cleaned and staged for removal.

**IMPORTANT:** Obtaining an Off Rent-Call Confirmation Number does not release Customer from its obligations to safeguard and secure Rented Equipment, including maintaining required Insurance Coverages, while Rented Equipment remains under Customer’s care, custody or control, until the return of all Rented Equipment to Company. Customer shall remain responsible for all loss or damage arising from Customer’s failure to safeguard and secure Rented Equipment while awaiting pickup, or until returned by Customer to Company.

**7. DIESEL EQUIPMENT MAINTENANCE.** All diesel engine driven Rented Equipment requires preventative maintenance every 250 hours of runtime. This is the responsibility of the Customer. Company can provide this service at an additional cost. Overdue maintenance fees will be charged when Rented Equipment is returned without proof of preventative maintenance services. Fees will be charged based upon the number of 250-hour maintenance windows missed during the rental, plus any additional damages which may have been incurred due to lack of proper maintenance of the Rented Equipment.

**8. FUELING DIESEL EQUIPMENT.** Fuel for diesel engine driven Rented Equipment is not part of this Proposal and/or Agreement and is the responsibility of Customer. An auxiliary fuel tank can be provided for an additional charge.

**9. COGENT TERMS & CONDITIONS.** A complete list of Terms & Conditions can be found at:

<https://cogentcompanies.com/tandc/>  
August 2025

ORIGINAL





PO 2

INVOICE

INVOICE	
5630172	
Invoice Date	Page
07/24/2025	1 of 6
ORDER NUMBER	
1503685	

OP-623707

**Bill To:**  
 Town of Pagosa Springs, CO  
 PO Box 1859  
 Pagosa Springs, CO 81147  
 US

**Ship To:**  
 Town of Pagosa Springs, CO  
 551 Hot Springs Blvd  
 Pagosa Springs, CO 81147  
 US

Attn: Accounting Dept  
 Customer ID: 423803

Ordered By: Mr. Karl Johnson

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
Email Confirmation Karl J. 6.20.25	Upon Receipt	08/07/2025	08/07/2025	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
06/20/2025 10:38:15	3681371	Ken L. Musick	ISAAC GORRELL

Quantities				Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM				

Carrier: Field Service Personnel Tracking #: \_\_\_\_\_

----- Service Item Information -----							
1.0000	1.0000	0.0000	EA	SID-RENTAL Serial Number: ACCESSORIES VELOCITY RENTAL	EA	7,261.2000	7,261.20
Order Line Notes: Rental Period 6/27 - 7/24/25 Include items per rental agreement							
----- Service Item Information -----							
1.0000	1.0000	0.0000	EA	SID-RENTAL Serial Number: V60761 VELOCITY RENTAL	EA	2,732.4000	2,732.40
Order Line Notes: Rental Period 6/27 - 7/24/25 HL130M V60761 Hours Out - 128.8 Fuel Out - 3/4							
----- Service Item Information -----							
1.0000	1.0000	0.0000	EA	SID-RENTAL Serial Number: V6365 VELOCITY RENTAL	EA	1,242.0000	1,242.00
Order Line Notes: Rental Period 6/27 - 7/24/25 Heidra 150 V6365							

53-92-731 - 9205

Rental

ORIGINAL



INVOICE



INVOICE

INVOICE	
5630172	
Invoice Date	Page
07/24/2025	2 of 6
ORDER NUMBER	
1503685	

OP-623707

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM	Disp.				

----- Service Item Information -----

1.0000	1.0000	0.0000	EA		SID-RENTAL	EA	9,468.0000	9,468.00
					Serial Number: V60720			
					VELOCITY RENTAL			
					Order Line Notes: Rental Period 6/27 - 7/24/25			
					HL130M V60720			
					Hours Out - 6155			

Total Lines: 4

**SUB-TOTAL:** 20,703.60

**TAX:** 0.00

**AMOUNT DUE:** 20,703.60

Amount Due after 08/07/2025: 21014.15

All past due invoices are subject to a 1.5% per month finance charge.

REMIT TO	ACH / WIRE
Cogent Inc. or Brand Name	Enterprise Bank
P.O. Box 411832	12695 Metcalf Ave
Kansas City, MO 64141-1832	Overland Park, KS 66213
USA	Routing Number: 081006162
acctsrec@kogentcompanies.com	Account Number: 4140000174

**Preferred method of payment is ACH**

ORIGINAL



**STANDARD TERMS AND CONDITIONS**

1. **DEFINITIONS.** "Company" means Cogent, Inc., including any of Company's applicable trade names associated with the specific Proposal or specific Agreement. "Customer" means Company's customer for the specific Proposal or Agreement. "Proposal" means Company's proposal, estimate, quotation or sales form, including any terms expressly incorporated by reference, and these Terms and Conditions. "Agreement" means the terms of the final agreement entered into by and between Company and Customer relating to the purchase or rental of specific goods, equipment or services, and these Terms and Conditions.

2. **CONFLICT OF TERMS AND INTEGRATION.** Company's Proposal is expressly conditioned upon Customer's acceptance of these Terms and Conditions. Any additional or different terms and conditions included in Customer's purchase order, or other documents or communications, shall have no application or effect on the Agreement, unless specifically agreed to by Company in writing. Company's commencement of performance or delivery of goods and/or equipment shall not be deemed or construed as an acceptance of Customer's additional or different terms and conditions. The terms set forth in the Agreement supersede all prior negotiations, representations or agreements, either written or oral between the parties, and can only be modified or amended with the express written consent of Company.

3. **PROPOSAL, WITHDRAWAL AND EXPIRATION.** If the price is included in a Proposal, the price is firm for receipt of an order within 15 days of the date shown on the Proposal. Company reserves the right to cancel a Proposal at any time prior to receiving the acceptance in writing of the Proposal by Customer.

4. **PRICING.** The final price in the Agreement must be accepted by Company in writing. Unless expressly agreed to by Company in writing, the price does not include: (i) any freight charges; (ii) any applicable duties, tariffs or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to the goods, equipment, services and/or project, up to the final shipment date to Customer; and (iii) manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

5. **PAYMENT TERMS.** Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances, starting on the sixteenth (16) day after the invoice date. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company in writing at the time of the Agreement, and shall in no case exceed a period of 120 days. Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Company's average discount rate for credit card transactions. Company reserves the right to require Customer make payment in advance, or C.O.D., or otherwise modify Company's credit terms if Customer's credit standing or scores are found to be not acceptable to Company. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

6. **FINANCIAL INSECURITY ISSUES.** If at any time prior to receipt of payment in full by Company of the Agreement, Company receives information on Customer's financial responsibility or condition that causes Company to become insecure of Customer's ability to perform under the terms of the Agreement, including but not limited to Customer's failure to fulfill any other contractual obligations to Company, Company may take the following actions: (a) request further financial assurances, or collateral, from Customer; (b) suspend Company's performance under the Agreement; (c) defer or decline to deliver any goods or equipment, or services, under the Agreement; (d) stop delivery of goods or equipment in transit, and/or stop rendering services under the Agreement; and/or (e) terminate the Agreement as allowed under the Terms and Conditions. If Customer provides satisfactory financial assurances to Company as requested, including but not limited to payments in advance or other security acceptable to Company, then Company shall continue with its performance under the Agreement. Customer grants to Company a continuing security interest in and a lien upon the goods and/or equipment supplied by or through Company under the Agreement and the proceeds thereof (including insurance proceeds), as security for the payment in full and the performance by Customer of all of its obligations to Company under the Agreement, as well as any other Agreement between the parties. Customer shall execute a financing statement and any other documents needed by Company to enforce this security interest and lien, upon request by Company. For goods and/or equipment purchased by Customer for Customer's own use, Customer shall have no right to sell, encumber or otherwise dispose of those goods and/or equipment until Company has received payment in full of all amounts owed by Customer under the express terms of the Agreement.

7. **TITLE, DELIVERY AND RISK OF LOSS.** Unless other terms are expressly agreed to in writing by Company, for goods and/or equipment that are shipped from a Company facility or warehouse, those shipments are FOB Company's shipping point, at which point title transfers to Customer. For goods and/or equipment that are shipped from a manufacturer or distributor, those shipments are FOB manufacturer's or distributor's warehouse or factory shipping point as applicable, at which point title transfers to Customer. Delivery dates are estimates, and time is not of the essence.

8. **EXPORT OF GOODS AND/OR EQUIPMENT.** Goods and/or equipment sold by Company to Customer may be subject to applicable export laws and regulations, including the United States Export Administration Regulations. If any goods and/or equipment acquired by Customer is or are exported, Customer agrees to comply with all such applicable laws and regulations. In particular, Customer shall not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods and/or equipment to any country or jurisdiction to which, or to any party to whom, the export or release of any goods and/or equipment is prohibited by applicable law, regulation or rule. As between Company and Customer, Customer shall be responsible for any breach of any export law, regulation or rule. For export shipments from the United States, delivery to Customer of the goods and/or equipment will pass from Company to Customer, as well as title to the goods and/or

ORIGINAL



equipment, absolutely no later than when the goods and/or equipment are delivered to the shipping port, so that Customer shall be the exporter of the goods and/or equipment.

**9. CUSTOMER DELAY OF DELIVERY.** If Customer requests Company to delay delivery of any goods and/or equipment included in the Agreement, the requested delay, if agreed to by Company in writing, shall solely effect the delivery date of the goods and/or equipment. Company reserves the right to issue an invoice for the goods and/or equipment as of the originally scheduled, or the first available, delivery date. If Company is required to store or warehouse any goods and/or equipment on behalf of Customer due to the delayed delivery date, any storage and/or warehouse costs and fees will be charged to Customer and payable by Customer to Company upon receipt of an invoice, as well as the costs of any required maintenance of the goods and equipment throughout the period of delay.

**10. CUSTOMER CANCELLATION.** Customer possesses no right to cancel special or made-to-order goods and/or equipment, unless first requested by Customer in writing to Company, and accepted by Company in a written response to Customer. If any request to cancel is made by Customer, and accepted by Company, Company may issue an invoice to Customer which will include all costs and expenses incurred by Company prior to accepting the cancellation request, including any labor costs and overhead incurred or expended by Company. Goods and/or equipment from a cancelled Agreement, returned to a manufacturer or other source of the goods and/or equipment, shall be returned at Customer's costs, including any delivery and/or restocking charges.

**11. INSPECTION OBLIGATIONS.** Customer shall inspect the goods and/or equipment upon receipt. When delivery of the goods and/or equipment are to a project site, Customer will notify Company in writing within three (3) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. For all other deliveries of goods and/or equipment, Customer shall notify Company in writing within ten (10) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. Failure of Customer to timely deliver the written notice to Company shall constitute a waiver by Customer to claim any shortages in the goods and/or equipment delivered, and to claim any damages to, or nonconformity of the goods and/or equipment delivered to Customer. Customer shall make any claim for loss of or damage to goods and/or equipment while in transit, to the carrier, unless different terms are expressly set forth in the Agreement of the parties.

**12. NEW GOODS WARRANTY.** For all new goods and/or equipment, Company will pass through to Customer any warranty provided by the manufacturer of any goods and/or equipment supplied by Company. None of the warranties received by Customer shall become effective until such time that Customer has paid Company in full for the goods and/or equipment. **THE MANUFACTURER'S WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED CUSTOMER.**

**COMPANY PROVIDES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY.**

**13. USED GOODS AND EQUIPMENT.** Used goods or equipment sold by Company are sold in an as-is and where is condition. Unless stated in the Agreement by Company, Company makes no representations or warranties of any kind, express or implied, as to the nature, quality or condition of the used goods or equipment, or its suitability for any use, including without limitation any warranty of merchantability or fitness for a particular purpose, unless expressly agreed to in writing between Company and Customer. Company shall have no liability to Customer in connection with the sale of the used goods and equipment, including without limitation, for loss of profit, loss of income, loss of production, loss of opportunity, or indirect, consequential, incidental, punitive or exemplary damages arising out of or related to Company's sale of used goods or equipment to Customer.

**14. INSTALLATION AND STARTUP.** Unless otherwise agreed to in writing by Company, installation of the purchased goods and/or equipment shall be the responsibility of Customer. If the manufacturer of any goods or equipment supplied by Company to Customer requires that a representative of the manufacturer be present for the start up of the goods and/or equipment, and Company is designated as the authorized representative for the manufacturer for the start up of the goods and/or equipment, Customer shall provide a minimum of fourteen (14) calendar days notice to Company of the scheduled start up. If, under the stated circumstances, the start up of the goods and/or equipment occurs without Company or some other manufacturer's representative being present, the manufacturer's warranty might be voided, or its coverage limited by that action. For goods or equipment repaired by Company for Customer, if Company requires a Company representative to be present for the start up of the repaired goods and/or equipment, the same fourteen (14) calendar days notice to Company is required. If the goods and/or equipment are started without a Company representative being present, the same limitation or voiding of any applicable warranties can occur.

**15. BANKRUPTCY, RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, DEFAULT.** If voluntary or involuntary Bankruptcy proceedings are commenced against Customer, or similar proceedings such as a receivership or any other insolvency proceedings, or if Customer makes an assignment for the benefit of its creditors, Company may provide written notice to Customer of Company's immediate termination and cancellation of the Agreement. If Customer is in material default of the Agreement, including but not limited to Customer's failure to make any payment when due to Company, then Company can deliver a written notice to Customer of such default and provide notice of a five (5) day right to cure the default. If Customer fails to cure the default within the five (5) day period, or begin commencement of the cure and continue to work diligently on the cure within the five (5) day period, Company has the right to terminate any further

ORIGINAL



performance of its obligations under the Agreement, without prejudice to any other rights and remedies the Company might have under the Agreement and applicable law. If the Agreement is terminated, the rights, obligations and liabilities of the parties that accrued prior to the termination of the Agreement shall survive the termination.

16. **LIMITATION OF LIABILITIES.** Except as otherwise provided by applicable law, in no event will Company's liability exceed the amount paid by Customer to Company under the Agreement. In no event shall Company's obligations and liabilities under this Agreement include any indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill. Nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

17. **INDEMNIFICATION.** Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the goods and/or equipment purchased or rented from Company. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the goods and/or equipment, to the fullest extent allowable by law.

18. **COMPANY DRAWINGS.** Any drawings that Company prepares and delivers to Customer shall remain Company's property. If Company provides drawings related to the installation of the goods and/or equipment in Company's Proposal, those drawings depict the general type, arrangement and approximate dimensions of the goods and/or equipment to be furnished by Company, are for Customer's information only, and Company makes no representation or warranty regarding the drawings' accuracy. Unless expressly stated to the contrary in the Proposal, all drawings, illustrations or diagrams form no part of the Agreement.

19. **CONFIDENTIAL INFORMATION.** Company may provide designs, illustrations, processing equipment, repair specifications, manufacturing information, intellectual property and other non-public information ("Confidential Information") to Customer in either the Proposal, or the Agreement, or in the performance of the Agreement. Other than for the performance of the Agreement, Customer agrees to not disclose, use or reproduce any Confidential Information without Company's prior written consent. Customer's agreement to not disclose, use or reproduce Confidential Information shall survive completion of Company's obligations under the Agreement, or termination of the Agreement.

20. **CUSTOMER WARRANTY.** Customer warrants the accuracy of any and all information provided to Company,

relating to the details of the relevant operating conditions, including but not limited to influent data, temperatures, pressures and where applicable, the nature of all hazardous materials. Company may justifiably rely upon the accuracy of Customer's information in preparing both the Proposal and the Agreement. If Customer's information is later found to be not accurate, Company shall have no liability to Customer, and/or Customer's customer if any, for any losses, liabilities, damages and expenses of any kind, that arise out of, or relate in any respect, to the inaccurate information provided by Customer to Company, and shall defend and indemnify Company for any claims made against Company based upon such inaccurate information.

21. **FORCE MAJEURE.** Company may cancel, terminate or suspend its Proposal or the Agreement, and Company shall have no liability to Customer for Company's failure to deliver any goods and/or equipment, or to provide any services to Customer, due to force majeure. Force majeure means any event or circumstances beyond Company's reasonable control, including but not limited to natural disasters, wars, strikes, riots, epidemics, criminal actions, changes in applicable laws and failures of suppliers or transportation. In these situations, Company's time for performance shall be extended in an amount equal to the period of time for Company to recover from the causal event, and shall notify Customer within a reasonable period of time of the expected delay. If the force majeure event impacts the pricing specified in the Proposal or the Agreement, Company shall notify Customer of the revised pricing. If Customer rejects the revised pricing in the Agreement, the parties will resolve the cancellation pursuant to the Customer Cancellation clause.

22. **LAW AND VENUE.** This agreement shall be governed by the laws of the state where the Company's branch office is located from which the goods and/or equipment is rented or purchased, or services were ordered from Company (without reference to principles of conflicts of laws). Customer further agrees that venue and jurisdiction shall be appropriate in the federal court located in Kansas City, Missouri. This paragraph shall survive any termination, cancellation or expiration of the Agreement. If any dispute between Company and Customer ends up in litigation or arbitration, the prevailing party is entitled to an award of reasonable attorney's fees and costs.

23. **DISASSEMBLY, CLEANING, INSPECTION AND ESTIMATE CHARGE.** The disassembly, cleaning, inspection and estimate charge ("DCI Charge") is the amount that is due from Customer if Customer decides to not repair the unit(s). An invoice for this amount shall automatically be generated for the DCI Charge within ninety (90) days of the date of the Service Estimate if Customer has not authorized the repairs, or at the date that Customer rejects the estimate for the repairs. All units left at Cogent's facility, not repaired, for more than six (6) months, will be scrapped by Cogent without any liability to Customer. Before scrapping or otherwise disposing of the unrepaired unit(s), Cogent shall deliver a final ten (10) day notice to Customer to pick up the unit(s), or the unit(s) will be scrapped or otherwise disposed of by Cogent without any liability, financial or otherwise, to Customer.

ORIGINAL



24. **MISCELLANEOUS.** The captions or titles in these Terms and Conditions are for reference only, and shall have no role nor effect in the interpretation or construction of the Proposal or the Agreement, as applicable. Company's failure to insist, on any one or more instances, upon Customer's performance of the Agreement, or to exercise any rights conferred in the Agreement, will not constitute a waiver or relinquishment of such right, or the right to insist upon Customer's performance in any other respect. The partial or complete invalidity of any one or more provisions in these Terms and Conditions, or any other part of the Agreement, shall not affect the validity or continuing force and effect of any other provision. Unless specifically stated otherwise in these Terms and Conditions, Company possesses all other legal and equitable rights that may be found in the applicable law.

**ADDITIONAL RENTAL TERMS AND CONDITIONS**

1. **DEFINITIONS.** All Rented Equipment is detailed in the Rental Contract. Rental fees are charged within each 28-day billing cycle. A Rental Day is equal to one calendar day. A Rental Week is equal to seven (7) calendar days. A Rental Month is equal to twenty-eight (28) calendar days. All rental rates ("Scheduled Rates") are outlined in the Rental Contract. The Standby Rate is 75% of the Scheduled Rate. Standby is for a "second" or additional back-up pump to be running only in the event the primary pump cannot operate. If the standby pump operates for any reason other than failure of a primary pump, the Scheduled Rate will apply to the Standby Pump. For diesel equipment, all Scheduled Rates are based on an up to 8-hour per day shift. If diesel equipment is used for a more than eight (8) hours in a day, the Scheduled Rate for the day shall be charged at 150%. If diesel equipment is used for more than sixteen (16) hours in a day, the Scheduled Rate shall be doubled.

2. **BILLING CYCLES.** Billing cycles on Rented Equipment are defined as follows: 3-7 Days = 1 Week; 8 Days = 1 Week and 1 Day; 9 Days = 1 Week and 2 Days; 10-14 Days = 2 Weeks; 15 Days = 2 Weeks and 1 Day; 16 Days = 2 Weeks and 2 Days; 17-28 Days = 1 Month. Billing cycles for C.O.D. Customers are defined as follows: 3-7 Days = 1 Week.

3. **INSURANCE COVERAGES.** Customer is responsible for obtaining property coverage at replacement cost of the Rented Equipment. Company d/b/a Velocity shall be included as a loss payee. General liability coverage shall contain limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, a waiver of subrogation and that the insurance is primary and non-contributory to any other available insurance. A copy of the Certificate of Insurance shall be provided to the Customer's contact at Company.

4. **ENVIRONMENTAL FEE.** Environmental Fee is charged at 1.75% of the Rental Charge for all Rented Equipment.

5. **RETURNING RENTED EQUIPMENT.** All Rented Equipment shall be returned in as clean as the condition when it was delivered to Customer. If the Rented Equipment is not returned in this manner, a cleaning charge will be added to the final invoice. This cleaning charge will consist of a time and

material charge based on the time needed to perform the necessary cleaning, and the required materials

6. **OFF RENT CALL CONFIRMATION.** For Rented Equipment the Company is picking up, it is the responsibility of Customer to call into the Company's local branch office and obtain an Off Rent - Call Confirmation Number. This call serves as notification that the Rented Equipment is disassembled, properly decontaminated, and staged in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if the Rented Equipment is not cleaned and staged for removal.

**IMPORTANT:** Obtaining an Off Rent-Call Confirmation Number does not release Customer from its obligations to safeguard and secure Rented Equipment, including maintaining required Insurance Coverages, while Rented Equipment remains under Customer's care, custody or control, until the return of all Rented Equipment to Company. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure Rented Equipment while awaiting pickup, or until returned by Customer to Company.

7. **DIESEL EQUIPMENT MAINTENANCE.** All diesel engine driven Rented Equipment requires preventative maintenance every 250 hours of runtime. This is the responsibility of the Customer. Company can provide this service at an additional cost. Overdue maintenance fees will be charged when Rented Equipment is returned without proof of preventative maintenance services. Fees will be charged based upon the number of 250-hour maintenance windows missed during the rental, plus any additional damages which may have been incurred due to lack of proper maintenance of the Rented Equipment.

8. **FUELING DIESEL EQUIPMENT.** Fuel for diesel engine driven Rented Equipment is not part of this Proposal and/or Agreement and is the responsibility of Customer. An auxiliary fuel tank can be provided for an additional charge.

9. **COGENT TERMS & CONDITIONS.** A complete list of Terms & Conditions can be found at:

<https://cogentcompanies.com/tandc/>

April 4, 2025

ORIGINAL





PSd

INVOICE

INVOICE	
5629713	
Invoice Date	Page
07/17/2025	1 of 5
ORDER NUMBER	
1494221	

OP-606655  
**\*\*DIRECT SHIPMENT\*\***

**Bill To:**  
 Town of Pagosa Springs, CO  
 PO Box 1859  
 Pagosa Springs, CO 81147  
 US

**Ship To:**  
 City of Pagosa Springs, CO  
 550 Pirate Dr  
 Andrea 970-264-4151  
 Pagosa Springs, CO 81147  
 US  
 Ordered By: Lucian Brewster

Attn: Accounting Dept  
 Customer ID: 423803

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
Verbal Lucian Brewster	Upon Receipt	07/31/2025	07/31/2025	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
01/13/2025 13:19:41	3680665	Jordan Barnett	NATASHA SMALLEY

Quantities				Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM				

Carrier: Best Way - PPD/ADD      Tracking #: 114443078

1.0000	1.0000	0.0000	EA	382B-CC PMP,AURORA,SEE BELOW FOR SIZE	EA	9,310.6650	9,310.67
1.0000	1.0000	0.0000	EA	DIRECT SHIP FREIGHT DIRECT SHIP FREIGHT	EA	0.0000	0.00

Ordered As: DSF

Total Lines: 2	<b>SUB-TOTAL:</b>	9,310.67
Total Freight In: 0.00	<b>TOTAL FREIGHT:</b>	274.53
	<b>TAX:</b>	0.00
	<b>FREIGHT:</b>	0.00
	<b>AMOUNT DUE:</b>	9,585.20
	Amount Due after 07/31/2025: 9728.98	

53-92-680

All past due invoices are subject to a 1.5% per month finance charge.

REMIT TO	ACH / WIRE
Cogent Inc. or Brand Name P.O. Box 411832 Kansas City, MO 64141-1832 USA acctsrc@cogentcompanies.com	Enterprise Bank 12695 Metcalf Ave Overland Park, KS 66213 Routing Number: 081006162 Account Number: 4140000174

Preferred method of payment is ACH

ORIGINAL



STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** "Company" means Cogent, Inc., including any of Company's applicable trade names associated with the specific Proposal or specific Agreement. "Customer" means Company's customer for the specific Proposal or Agreement. "Proposal" means Company's proposal, estimate, quotation or sales form, including any terms expressly incorporated by reference, and these Terms and Conditions. "Agreement" means the terms of the final agreement entered into by and between Company and Customer relating to the purchase or rental of specific goods, equipment or services, and these Terms and Conditions.

2. **CONFLICT OF TERMS AND INTEGRATION.** Company's Proposal is expressly conditioned upon Customer's acceptance of these Terms and Conditions. Any additional or different terms and conditions included in Customer's purchase order, or other documents or communications, shall have no application or effect on the Agreement, unless specifically agreed to by Company in writing. Company's commencement of performance or delivery of goods and/or equipment shall not be deemed or construed as an acceptance of Customer's additional or different terms and conditions. The terms set forth in the Agreement supersede all prior negotiations, representations or agreements, either written or oral between the parties, and can only be modified or amended with the express written consent of Company.

3. **PROPOSAL, WITHDRAWAL AND EXPIRATION.** If the price is included in a Proposal, the price is firm for receipt of an order within 15 days of the date shown on the Proposal. Company reserves the right to cancel a Proposal at any time prior to receiving the acceptance in writing of the Proposal by Customer.

4. **PRICING.** The final price in the Agreement must be accepted by Company in writing. Unless expressly agreed to by Company in writing, the price does not include: (i) any freight charges; (ii) any applicable duties, tariffs or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to the goods, equipment, services and/or project, up to the final shipment date to Customer; and (iii) manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

5. **PAYMENT TERMS.** Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances, starting on the sixteenth (16) day after the invoice date. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company in writing at the time of the Agreement, and shall in no case exceed a period of 120 days. Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Company's average discount rate for credit card transactions. Company reserves the right to require Customer make payment in advance, or C.O.D., or otherwise modify Company's credit terms if Customer's credit standing or scores are found to be not acceptable to Company. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

6. **FINANCIAL INSECURITY ISSUES.** If at any time prior to receipt of payment in full by Company of the Agreement, Company receives information on Customer's financial responsibility or condition that causes Company to become insecure of Customer's ability to perform under the terms of the Agreement, including but not limited to Customer's failure to fulfill any other contractual obligations to Company, Company may take the following actions: (a) request further financial assurances, or collateral, from Customer; (b) suspend Company's performance under the Agreement; (c) defer or decline to deliver any goods or equipment, or services, under the Agreement; (d) stop delivery of goods or equipment in transit, and/or stop rendering services under the Agreement; and/or (e) terminate the Agreement as allowed under the Terms and Conditions. If Customer provides satisfactory financial assurances to Company as requested, including but not limited to payments in advance or other security acceptable to Company, then Company shall continue with its performance under the Agreement. Customer grants to Company a continuing security interest in and a lien upon the goods and/or equipment supplied by or through Company under the Agreement and the proceeds thereof (including insurance proceeds), as security for the payment in full and the performance by Customer of all of its obligations to Company under the Agreement, as well as any other Agreement between the parties. Customer shall execute a financing statement and any other documents needed by Company to enforce this security interest and lien, upon request by Company. For goods and/or equipment purchased by Customer for Customer's own use, Customer shall have no right to sell, encumber or otherwise dispose of those goods and/or equipment until Company has received payment in full of all amounts owed by Customer under the express terms of the Agreement.

7. **TITLE, DELIVERY AND RISK OF LOSS.** Unless other terms are expressly agreed to in writing by Company, for goods and/or equipment that are shipped from a Company facility or warehouse, those shipments are FOB Company's shipping point, at which point title transfers to Customer. For goods and/or equipment that are shipped from a manufacturer or distributor, those shipments are FOB manufacturer's or distributor's warehouse or factory shipping point as applicable, at which point title transfers to Customer. Delivery dates are estimates, and time is not of the essence.

8. **EXPORT OF GOODS AND/OR EQUIPMENT.** Goods and/or equipment sold by Company to Customer may be subject to applicable export laws and regulations, including the United States Export Administration Regulations. If any goods and/or equipment acquired by Customer is or are exported, Customer agrees to comply with all such applicable laws and regulations. In particular, Customer shall not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods and/or equipment to any country or jurisdiction to which, or to any party to whom, the export or release of any goods and/or equipment is prohibited by applicable law, regulation or rule. As between Company and Customer, Customer shall be responsible for any breach of any export law, regulation or rule. For export shipments from the United States, delivery to Customer of the goods and/or equipment will pass from Company to Customer, as well as title to the goods and/or

ORIGINAL



equipment, absolutely no later than when the goods and/or equipment are delivered to the shipping port, so that Customer shall be the exporter of the goods and/or equipment.

9. **CUSTOMER DELAY OF DELIVERY.** If Customer requests Company to delay delivery of any goods and/or equipment included in the Agreement, the requested delay, if agreed to by Company in writing, shall solely effect the delivery date of the goods and/or equipment. Company reserves the right to issue an invoice for the goods and/or equipment as of the originally scheduled, or the first available, delivery date. If Company is required to store or warehouse any goods and/or equipment on behalf of Customer due to the delayed delivery date, any storage and/or warehouse costs and fees will be charged to Customer and payable by Customer to Company upon receipt of an invoice, as well as the costs of any required maintenance of the goods and equipment throughout the period of delay.

10. **CUSTOMER CANCELLATION.** Customer possesses no right to cancel special or made-to-order goods and/or equipment, unless first requested by Customer in writing to Company, and accepted by Company in a written response to Customer. If any request to cancel is made by Customer, and accepted by Company, Company may issue an invoice to Customer which will include all costs and expenses incurred by Company prior to accepting the cancellation request, including any labor costs and overhead incurred or expended by Company. Goods and/or equipment from a cancelled Agreement, returned to a manufacturer or other source of the goods and/or equipment, shall be returned at Customer's costs, including any delivery and/or restocking charges.

11. **INSPECTION OBLIGATIONS.** Customer shall inspect the goods and/or equipment upon receipt. When delivery of the goods and/or equipment are to a project site, Customer will notify Company in writing within three (3) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. For all other deliveries of goods and/or equipment, Customer shall notify Company in writing within ten (10) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or nonconformity of the goods and/or equipment. Failure of Customer to timely deliver the written notice to Company shall constitute a waiver by Customer to claim any shortages in the goods and/or equipment delivered, and to claim any damages to, or nonconformity of the goods and/or equipment delivered to Customer. Customer shall make any claim for loss of or damage to goods and/or equipment while in transit, to the carrier, unless different terms are expressly set forth in the Agreement of the parties.

12. **NEW GOODS WARRANTY.** For all new goods and/or equipment, Company will pass through to Customer any warranty provided by the manufacturer of any goods and/or equipment supplied by Company. None of the warranties received by Customer shall become effective until such time that Customer has paid Company in full for the goods and/or equipment. **THE MANUFACTURER'S WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED CUSTOMER.**

COMPANY PROVIDES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY.

13. **USED GOODS AND EQUIPMENT.** Used goods or equipment sold by Company are sold in an as-is and where is condition. Unless stated in the Agreement by Company, Company makes no representations or warranties of any kind, express or implied, as to the nature, quality or condition of the used goods or equipment, or its suitability for any use, including without limitation any warranty of merchantability or fitness for a particular purpose, unless expressly agreed to in writing between Company and Customer. Company shall have no liability to Customer in connection with the sale of the used goods and equipment, including without limitation, for loss of profit, loss of income, loss of production, loss of opportunity, or indirect, consequential, incidental, punitive or exemplary damages arising out of or related to Company's sale of used goods or equipment to Customer.

14. **INSTALLATION AND STARTUP.** Unless otherwise agreed to in writing by Company, installation of the purchased goods and/or equipment shall be the responsibility of Customer. If the manufacturer of any goods or equipment supplied by Company to Customer requires that a representative of the manufacturer be present for the start up of the goods and/or equipment, and Company is designated as the authorized representative for the manufacturer for the start up of the goods and/or equipment, Customer shall provide a minimum of fourteen (14) calendar days notice to Company of the scheduled start up. If, under the stated circumstances, the start up of the goods and/or equipment occurs without Company or some other manufacturer's representative being present, the manufacturer's warranty might be voided, or its coverage limited by that action. For goods or equipment repaired by Company for Customer, if Company requires a Company representative to be present for the start up of the repaired goods and/or equipment, the same fourteen (14) calendar days notice to Company is required. If the goods and/or equipment are started without a Company representative being present, the same limitation or voiding of any applicable warranties can occur.

15. **BANKRUPTCY, RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, DEFAULT.** If voluntary or involuntary Bankruptcy proceedings are commenced against Customer, or similar proceedings such as a receivership or any other insolvency proceedings, or if Customer makes an assignment for the benefit of its creditors, Company may provide written notice to Customer of Company's immediate termination and cancellation of the Agreement. If Customer is in material default of the Agreement, including but not limited to Customer's failure to make any payment when due to Company, then Company can deliver a written notice to Customer of such default and provide notice of a five (5) day right to cure the default. If Customer fails to cure the default within the five (5) day period, or begin commencement of the cure and continue to work diligently on the cure within the five (5) day period, Company has the right to terminate any further

performance of its obligations under the Agreement, without prejudice to any other rights and remedies the Company might have under the Agreement and applicable law. If the Agreement is terminated, the rights, obligations and liabilities of the parties that accrued prior to the termination of the Agreement shall survive the termination.

16. **LIMITATION OF LIABILITIES.** Except as otherwise provided by applicable law, in no event will Company's liability exceed the amount paid by Customer to Company under the Agreement. In no event shall Company's obligations and liabilities under this Agreement include any indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill. Nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

17. **INDEMNIFICATION.** Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the goods and/or equipment purchased or rented from Company. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the goods and/or equipment, to the fullest extent allowable by law.

18. **COMPANY DRAWINGS.** Any drawings that Company prepares and delivers to Customer shall remain Company's property. If Company provides drawings related to the installation of the goods and/or equipment in Company's Proposal, those drawings depict the general type, arrangement and approximate dimensions of the goods and/or equipment to be furnished by Company, are for Customer's information only, and Company makes no representation or warranty regarding the drawings' accuracy. Unless expressly stated to the contrary in the Proposal, all drawings, illustrations or diagrams form no part of the Agreement.

19. **CONFIDENTIAL INFORMATION.** Company may provide designs, illustrations, processing equipment, repair specifications, manufacturing information, intellectual property and other non-public information ("Confidential Information") to Customer in either the Proposal, or the Agreement, or in the performance of the Agreement. Other than for the performance of the Agreement, Customer agrees to not disclose, use or reproduce any Confidential Information without Company's prior written consent. Customer's agreement to not disclose, use or reproduce Confidential Information shall survive completion of Company's obligations under the Agreement, or termination of the Agreement.

20. **CUSTOMER WARRANTY.** Customer warrants the accuracy of any and all information provided to Company,

relating to the details of the relevant operating conditions, including but not limited to influent data, temperatures, pressures and where applicable, the nature of all hazardous materials. Company may justifiably rely upon the accuracy of Customer's information in preparing both the Proposal and the Agreement. If Customer's information is later found to be not accurate, Company shall have no liability to Customer, and/or Customer's customer if any, for any losses, liabilities, damages and expenses of any kind, that arise out of, or relate in any respect, to the inaccurate information provided by Customer to Company, and shall defend and indemnify Company for any claims made against Company based upon such inaccurate information.

21. **FORCE MAJEURE.** Company may cancel, terminate or suspend its Proposal or the Agreement, and Company shall have no liability to Customer for Company's failure to deliver any goods and/or equipment, or to provide any services to Customer, due to force majeure. Force majeure means any event or circumstances beyond Company's reasonable control, including but not limited to natural disasters, wars, strikes, riots, epidemics, criminal actions, changes in applicable laws and failures of suppliers or transportation. In these situations, Company's time for performance shall be extended in an amount equal to the period of time for Company to recover from the causal event, and shall notify Customer within a reasonable period of time of the expected delay. If the force majeure event impacts the pricing specified in the Proposal or the Agreement, Company shall notify Customer of the revised pricing. If Customer rejects the revised pricing in the Agreement, the parties will resolve the cancellation pursuant to the Customer Cancellation clause.

22. **LAW AND VENUE.** This agreement shall be governed by the laws of the state where the Company's branch office is located from which the goods and/or equipment is rented or purchased, or services were ordered from Company (without reference to principles of conflicts of laws). Customer further agrees that venue and jurisdiction shall be appropriate in the federal court located in Kansas City, Missouri. This paragraph shall survive any termination, cancellation or expiration of the Agreement. If any dispute between Company and Customer ends up in litigation or arbitration, the prevailing party is entitled to an award of reasonable attorney's fees and costs.

23. **DISASSEMBLY, CLEANING, INSPECTION AND ESTIMATE CHARGE.** The disassembly, cleaning, inspection and estimate charge ("DCI Charge") is the amount that is due from Customer if Customer decides to not repair the unit(s). An invoice for this amount shall automatically be generated for the DCI Charge within ninety (90) days of the date of the Service Estimate if Customer has not authorized the repairs, or at the date that Customer rejects the estimate for the repairs. All units left at Cogent's facility, not repaired, for more than six (6) months, will be scrapped by Cogent without any liability to Customer. Before scrapping or otherwise disposing of the unrepaired unit(s), Cogent shall deliver a final ten (10) day notice to Customer to pick up the unit(s), or the unit(s) will be scrapped or otherwise disposed of by Cogent without any liability, financial or otherwise, to Customer.

ORIGINAL



**24. MISCELLANEOUS.** The captions or titles in these Terms and Conditions are for reference only, and shall have no role nor effect in the interpretation or construction of the Proposal or the Agreement, as applicable. Company's failure to insist, on any one or more instances, upon Customer's performance of the Agreement, or to exercise any rights conferred in the Agreement, will not constitute a waiver or relinquishment of such right, or the right to insist upon Customer's performance in any other respect. The partial or complete invalidity of any one or more provisions in these Terms and Conditions, or any other part of the Agreement, shall not affect the validity or continuing force and effect of any other provision. Unless specifically stated otherwise in these Terms and Conditions, Company possesses all other legal and equitable rights that may be found in the applicable law.

**ADDITIONAL RENTAL TERMS AND CONDITIONS**

**1. DEFINITIONS.** All Rented Equipment is detailed in the Rental Contract. Rental fees are charged within each 28-day billing cycle. A Rental Day is equal to one calendar day. A Rental Week is equal to seven (7) calendar days. A Rental Month is equal to twenty-eight (28) calendar days. All rental rates ("Scheduled Rates") are outlined in the Rental Contract. The Standby Rate is 75% of the Scheduled Rate. Standby is for a "second" or additional back-up pump to be running only in the event the primary pump cannot operate. If the standby pump operates for any reason other than failure of a primary pump, the Scheduled Rate will apply to the Standby Pump. For diesel equipment, all Scheduled Rates are based on an up to 8-hour per day shift. If diesel equipment is used for a more than eight (8) hours in a day, the Scheduled Rate for the day shall be charged at 150%. If diesel equipment is used for more than sixteen (16) hours in a day, the Scheduled Rate shall be doubled.

**2. BILLING CYCLES.** Billing cycles on Rented Equipment are defined as follows: 3-7 Days = 1 Week; 8 Days = 1 Week and 1 Day; 9 Days = 1 Week and 2 Days; 10-14 Days = 2 Weeks; 15 Days = 2 Weeks and 1 Day; 16 Days = 2 Weeks and 2 Days; 17-28 Days = 1 Month. Billing cycles for C.O.D. Customers are defined as follows: 3-7 Days = 1 Week.

**3. INSURANCE COVERAGES.** Customer is responsible for obtaining property coverage at replacement cost of the Rented Equipment. Company d/b/a Velocity shall be included as a loss payee. General liability coverage shall contain limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, a waiver of subrogation and that the insurance is primary and non-contributory to any other available insurance. A copy of the Certificate of Insurance shall be provided to the Customer's contact at Company.

**4. ENVIRONMENTAL FEE.** Environmental Fee is charged at 1.75% of the Rental Charge for all Rented Equipment.

**5. RETURNING RENTED EQUIPMENT.** All Rented Equipment shall be returned in as clean as the condition when it was delivered to Customer. If the Rented Equipment is not returned in this manner, a cleaning charge will be added to the final invoice. This cleaning charge will consist of a time and

material charge based on the time needed to perform the necessary cleaning, and the required materials

**6. OFF RENT CALL CONFIRMATION.** For Rented Equipment the Company is picking up, it is the responsibility of Customer to call into the Company's local branch office and obtain an Off Rent - Call Confirmation Number. This call serves as notification that the Rented Equipment is disassembled, properly decontaminated, and staged in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if the Rented Equipment is not cleaned and staged for removal.

**IMPORTANT:** Obtaining an Off Rent-Call Confirmation Number does not release Customer from its obligations to safeguard and secure Rented Equipment, including maintaining required Insurance Coverages, while Rented Equipment remains under Customer's care, custody or control, until the return of all Rented Equipment to Company. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure Rented Equipment while awaiting pickup, or until returned by Customer to Company.

**7. DIESEL EQUIPMENT MAINTENANCE.** All diesel engine driven Rented Equipment requires preventative maintenance every 250 hours of runtime. This is the responsibility of the Customer. Company can provide this service at an additional cost. Overdue maintenance fees will be charged when Rented Equipment is returned without proof of preventative maintenance services. Fees will be charged based upon the number of 250-hour maintenance windows missed during the rental, plus any additional damages which may have been incurred due to lack of proper maintenance of the Rented Equipment.

**8. FUELING DIESEL EQUIPMENT.** Fuel for diesel engine driven Rented Equipment is not part of this Proposal and/or Agreement and is the responsibility of Customer. An auxiliary fuel tank can be provided for an additional charge.

**9. COGENT TERMS & CONDITIONS.** A complete list of Terms & Conditions can be found at:

<https://cogentcompanies.com/tandc/>

April 4, 2025

ORIGINAL





AGENDA BRIEF

MEETING: Town of Pagosa Springs Sanitation General Improvement District - 02 Sep 2025

FROM: Karl Johnson, Public Works Director

PROJECT: PSSGID Update September 2, 2025

ACTION: Council information

PURPOSE/BACKGROUND:

- Staff has reviewed and made final comments on McCabe Creek crossing construction plans.
RFP for McCabe Creek crossing will post on Wednesday September 3rd.
Staff is scheduled to retrieve one of the rebuilt pumps for PS2 from Denver week of September 1. Remainder of pumps are in final stages of production and testing.
Staff has been supporting SOS community presentations, and the working group has been developing the potential ballot question.
Staff has been working on 2026 operations and capital budgets.
PS 2 suffered a failure of the remaining submersible pump in the wet well on June 16th. Staff worked with controls contractor Browns Hill Engineering to force the pump to run in hand position only. Staff took alternating shifts throughout the night to monitor an run the pump in hand avoiding a sanitary sewer overflow. Staff worked to schedule a crane to assist with the relocation of a wet well pump from PS 1 to PS 2 to resume automated pumping operations.
Staff has been monitoring operation of precured a rental by pass pump for PS 2, and assisted pump contractor Velocity (Water Technology Group) with the recently purchased crane truck.
Staff and Roaring Fork are reviewing available documentation. Staff has initiated conversations with CDPHE to resurrect the process to construct a new WWTP at the lagoon property.
Staff has been video inspection of mainlines for the CDOT Hwy 160 project for pre-construction existing conditions, and assisting in locating existing service lines along the CDOT Hwy 160 project. Staff has re-inspected the 100, 200, and 300 blocks of Hwy 160 to verify installation of new taps and service lines are to PSSGID standards. Inspection passed and no additional excavation was needed before paving operations start.
Staff decommissioning of septic systems on Goodman Property. Final stages of this project has been push out to end of September with PS1 and PS2 pump service needs.
Project still pending. Staff has taken water samples from old lagoon that was affected by a 2019 SSO event that wasn't mitigated. Sample results are being reviewed and we will go out to bid for clean up and a re-decommissioning of the lagoon. Testing results have been sent to Roaring Fork Engineering to assist in developing action plan. Initial results are promising that a minor action plan will be needed for cleanup.
Staff has met with A CIRSA Electrical Engineering Forensic Inspector on site at PS 2 as part of an insurance claim for this incident. Report pending. Staff responded to a alarm status at LS 2 on April 15th, a lightning strike happen near the facility and station experienced a power surge resulting in approximately \$35,000 in electrical equipment damage and the loss of two out of three electrical legs on one of the submersible pumps. Some of the electrical equipment has been replaced, and a replacement pump has been ordered with an minimum of a twelve week lead time for shipment. Working on proposal for critical spares.
Scheduling still pending with LPEA, but locates have been called in for project. KOA LS upgrades are 95% complete. All pumps, piping, and new controls installed and functioning. Electrical power supply upgrades scheduled for May 2025 with LPEA and Controls contractor.
As time permits, staff is conducting grease trap inspections at various restaurants within the sanitary district.
Staff is continuing to perform jetting in troublesome areas within the District.
Continue engineering design of the worst of the worst Category 5 inspected areas.

- Staff is prepared RFQ documents for engineering and design for sewer main replacements.
- Staff is preparing RFQ documents for installation contractors for sewer main replacements.
- Staff has been meeting to discuss a manhole replacement on S 5th St near the Geothermal building. Project site review is scheduled for week of August 4th.
- Staff is working with the Fleet Division to accommodate failing service vehicle.
- Staff has been locating per 811 requests.
- Staff has been working on replacement project budget and the 2025 operations budget.
- Staff is in planning to schedule 5 new sewer taps in the next few months for new construction.
- Staff has been working with Roaring Fork Engineers to refine the Capital Improvement budget for the PSSGID revitalization and replacement project.
- Staff reviewed Rates and Capital Investment Fees with Roaring Fork in preparation for 2026 budget and fee proposals.
- Staff has purchased equipment and piping to start Category 4 repairs, and is developing a tentative schedule for Spring and Summer 2025.
- Staff has been working with Davis Engineering and Developer of Eagle Mountain project to ensure new sewer line needs for the project are installed before Hwy 160 paving. Sewer service for this project has been installed and inspected, costs of install will be passed along to Developer.

**ATTACHMENTS:**

[Sewer Upgrade Florida St and Loma St at McCabe Cr](#)

**TOWN COUNCIL GOALS & OBJECTIVES:**

2025 Goal #1: Develop a long-term strategy to provide essential sanitation and treatment services that are financially viable, future oriented, and maximize the existing assets and partnerships in a community of our size with limited resources.

# PAGOSA SPRINGS SEWER UPGRADE

## FLORIDA ST AND LOMA ST | PAGOSA SPRINGS, CO

Page 3 of 29

### PROJECT CONTACTS

PUBLIC WORKS DIRECTOR	KARL JOHNSON PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT (PSSGID) (970) 264-4151 x451
UTILITIES SUPERVISOR	LUCIAN BREWSTER PSSGID (970) 264-4151 x412
CIVIL ENGINEER	MAGGIE McHUGH, PE ROARING FORK ENGINEERING (970) 340-4130



Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	NOTES AND LEGEND (1)
3	NOTES AND LEGEND (2)
4	NOTES AND LEGEND (3)
5	NOTES AND LEGEND (4)
6	EXISTING CONDITIONS
7	DEMOLITION MAP
8	OVERALL SITE PLAN
9	PLAN AND PROFILE (1)
10	PLAN AND PROFILE (2)
11	PLAN AND PROFILE (3)
12	PLAN AND PROFILE (4)
13	PLAN AND PROFILE (5)
14	DETAILS (1)
15	DETAILS (2)
16	DETAILS (3)
17	DETAILS (4)
18	DETAILS (5)
19	DETAILS (6)
20	DETAILS (7)
21	DETAILS (8)
22	DETAILS (9)
23	DETAILS (10)
24	DETAILS (11)
25	DETAILS (12)
26	DETAILS (13)
27	DETAILS (14)

### PROJECT DESCRIPTION:

THE PROJECT INCLUDES THE REPLACEMENT OF APPROXIMATELY 1350 LF OF SANITARY SEWER MAIN AND 7 SEWER MANHOLES.

**BID SET**  
AUGUST 2025

Computer File Information		Sheet Revisions			<b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400		<b>SEWER REPLACEMENT</b> <b>LOMA ST AND FLORIDA ST</b> COVER SHEET		Sheet Number:
Print Date:	Rev.	Date	Comments	Init.				Engineer: MKM	Drawn By: ETM	1
Drawing File Name:	1									Of:
Project No.:	2							27		

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE MOST RECENT PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT (PSSGID) RULES AND REGULATIONS.
2. LIMITS OF CONSTRUCTION SHALL BE AS SHOWN ON PLANS AND LIMITED TO APPROVED ACTIVITY ENVELOPES.
3. TEMPORARY CONSTRUCTION EASEMENTS MAY BE REQUIRED AND ARE TO BE COORDINATED WITH PROPERTY OWNER.
4. THE CONTRACTOR MUST CERTIFY THAT ALL AGGREGATES USED ON THIS PROJECT ARE FREE FROM HAZARDOUS COMPONENTS IN EXCESS OF THE THRESHOLD CONCENTRATIONS ESTABLISHED BY THE EPA.
5. ANY SIGNAGE REMOVED DURING CONSTRUCTION THAT IS NOT SHOWN TO BE ON THE PLANS SHALL BE REPLACED OR RETURNED TO ITS ORIGINAL LOCATION.
6. THROUGHOUT ALL PHASES OF CONSTRUCTION, UNTIL THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR MUST KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE AS NECESSARY. THE CONTRACTOR HAS 24 HOURS AFTER THE DEPOSIT OF ANY EARTH, GRAVEL OR OTHER EXCAVATED MATERIAL TO REMOVE SUCH DEPOSIT. IN THE EVENT THAT THE EARTH, GRAVEL OR OTHER EXCAVATED MATERIAL IS NOT REMOVED, THE ENGINEER OR OWNER WILL DIRECT SUCH REMOVAL AND THE COST INCURRED SHALL BE DEDUCTED FROM THE BOND. DUST CONTROL WILL ONLY BE REQUIRED IF ADJACENT PROPERTY OWNERS ARE ADVERSELY AFFECTED OR IF DUST ADVERSELY AFFECTS MAINTENANCE OF TRAFFIC DURING THE PROJECT SUCH THAT, IN THE OPINION OF ENGINEER, ADJUSTMENT OF THE CONTROL PROGRAM IS APPROPRIATE. IT IS ANTICIPATED DUST CONTROL WILL BE REQUIRED ON THIS PROJECT.
7. THE CONTRACTOR IS RESPONSIBLE FOR TEMPORARY SURFACES THROUGHOUT THE PROJECT TO MAINTAIN VEHICULAR TRAFFIC AND PROVIDE SAFE PEDESTRIAN ACCESS. THE COST SHALL BE INCIDENTAL TO WORK.
8. CONSTRUCTION DE-WATERING IS TO BE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT REQUIREMENTS. CONTRACTOR IS RESPONSIBLE FOR ALL ASSOCIATED PERMITTING AND REPORTING. COST SHALL BE INCIDENTAL TO WORK.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
10. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER OR TOWN.
11. SUBMITTALS SHALL BE PREPARED FOR ALL MATERIALS TO BE INCORPORATED INTO THE PROJECT AND SENT TO THE ENGINEER OR TOWN FOR REVIEW AND APPROVAL.
12. THE PHYSICAL FEATURES WITHIN THE LIMITS OF THE PROJECT HAVE BEEN SHOWN BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FEATURES SHOWN. THE CONTRACTOR SHALL REVIEW AND VERIFY EXISTING PHYSICAL FEATURES AND ELEVATIONS OF THE CONDITIONS TO BE ENCOUNTERED DURING CONSTRUCTION.
13. THE TOWN SHALL SECURE THE NECESSARY RIGHT-OF-WAY (ROW) PERMITS AND CONTRACTOR SHALL ABIDE BY ALL REQUIREMENTS AS OUTLINED IN THE PERMIT.
14. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER OR TOWN.
15. THE ENGINEER AND TOWN SHALL BE NOTIFIED WITHIN 48 HOUR PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
16. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT THEIR OWN EXPENSE.
17. THE CONTRACTOR SHALL PROTECT ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK UNLESS SPECIFICALLY MARKED FOR REMOVAL OR REPLACEMENT. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ACKNOWLEDGEMENT OF THE PROPERTY OWNER AND/OR PROJECT ENGINEER AND TOWN. ALL APPLICABLE PERMITS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
18. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE. IF STRUCTURES REQUIRE TEMPORARILY SUPPORT, REMOVAL, OR RELOCATION TO COMPLETE WORK COST TO DO IS INCIDENTAL TO THE PROJECT.
19. THE PHYSICAL FEATURES REQUIRING REMOVAL OR OBLITERATION WITHIN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF OFF-SITE UNLESS OTHERWISE NOTED.
20. THE CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS AND APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS ON SITE AT ALL TIMES.
21. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER OR TOWN.
22. ALL SEWER MANHOLES STATION OFFSET CALLOUTS REFERENCE CENTER OF STRUCTURE LOCATION. ELEVATIONS REFERENCE THE MANHOLE LID OR FLOW LINE ON MANHOLES WITH GUTTER INLETS.

UTILITY GENERAL NOTES

1. ANY CONTRACTOR-CAUSED DAMAGE TO UTILITY AND/OR SERVICE LINES SHOWN OR NOT SHOWN ON THE PLANS, SHALL BE REPAIRED OR REPLACED AT NO COST TO OWNER OF THE LINE AND SHALL BE ACCOMPLISHED BY THE CONTRACTOR, SUBCONTRACTOR OR AS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES PRIOR TO COMMENCING WORK IN THE PROJECT AREA. LIKEWISE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK AND THAT OF THE INVOLVED UTILITIES IN THE PROJECT AREA.
2. ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND ARE THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM ON-SITE. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 A MINIMUM OF TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING.
3. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITIES AND STRUCTURES AFFECTED BY THE WORK. ANY DAMAGE SHALL BE REPAIRED AND RESTORED TO THE SATISFACTION OF THE OWNER AND UTILITY PROVIDER. THE CONTRACTOR SHALL COORDINATE ALL UTILITY RELOCATIONS AS NECESSARY.
4. EXCAVATION AT GAS LINES: TEMPORARY COVER DURING CONSTRUCTION SHALL BE AT LEAST 18 INCHES OVER THE GAS CONDUIT. FINISHED GRADE OVER THE GAS CONDUIT MUST BE AT LEAST TWO FEET AND NO MORE THAN SIX FEET.
5. EXISTING UNDERGROUND TELEPHONE, FIBER AND CABLE TELEVISION FACILITIES MAY BE LOCATED IN CLOSE PROXIMITY TO THE WORK. THE CONTRACTOR MAY, IF NECESSARY, TEMPORARILY DISPLACE THE CABLES DURING CONSTRUCTION AND REINSTALL THEM IN ACCORDANCE WITH THE APPROPRIATE TELEPHONE, FIBER OR CABLE PROVIDER'S GUIDELINES WITH THEIR PRIOR CONSENT.
6. THE CONTRACTOR SHALL AT THEIR EXPENSE, SUPPORT AND PROTECT ALL UTILITIES, SO THAT THEY WILL FUNCTION CONTINUOUSLY DURING CONSTRUCTION EXCEPT THOSE DESIGNATED TO BE TEMPORARILY SHUT DOWN. THE CONTRACTOR SHALL GET AUTHORIZATION FOR TEMPORARY SERVICE DISRUPTIONS PRIOR TO ANY UTILITY WORK AT LEAST 48 HOURS IN ADVANCE OF THE WORK. CUSTOMERS SHALL BE NOTIFIED ACCORDING TO THE UTILITY PROVIDERS REQUIREMENTS. SHOULD A UTILITY FAIL AS A RESULT OF THE CONTRACTOR'S OPERATIONS, IT WILL BE REPAIRED IMMEDIATELY BY EITHER THE CONTRACTOR OR THE UTILITY PROVIDER AT THE FULL COST OF LABOR AND MATERIALS TO THE CONTRACTOR. IF RELOCATION, TEMPORARY OR PERMANENT, OR SHALLOW UTILITIES IS REQUIRED, CONTRACTOR TO INCLUDE SCOPE AND COST INCIDENTAL TO MAIN INSTALLATION WORK.
7. ALL VALVE BOXES, CLEANOUTS, MANHOLES, GUY WIRES, SHALL BE ADJUSTED TO FINISHED GRADE.
8. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL SERVICE LINES CONNECTED TO EXISTING SEWER MAIN. TOWN MAY ASSIST WITH VERIFICATION PROCESS USING A DYE TEST OR OTHER FIELD LOCATION SERVICES AS REQUESTED BY THE CONTRACTOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE ALL SERVICES ARE CONFIRMED AND RECONNECTED TO NEW SEWER MAIN.
9. TEMPORARY SHORING MAY BE REQUIRED FOR UTILITY INSTALLATION WORK ESPECIALLY IN AREAS CLOSE TO OR IN EXISTING SLOPES. THE CONTRACTOR SHALL MAINTAIN SLOPE/TRENCH STABILITY UNTIL EXCAVATION IS BACKFILLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING REQUESTED OR REQUIRED SHORING PLANS TO OSHA FOR REVIEW AND APPROVAL PRIOR TO SHORING OPERATIONS.

SANITARY SEWER GENERAL NOTES

1. ALL SANITARY SEWER CONSTRUCTION SHALL CONFORM TO THE LATEST PSSGID AND COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) RULES AND REGULATIONS.
2. PUBLIC WORKS MANUAL AND CDPHE CONSTRUCTION REQUIREMENTS TAKE PRECEDENCE OVER INFORMATION SHOWN IN DRAWINGS.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY PSSGID STAFF. THE DISTRICT WILL RESERVE THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS OR WORKMANSHIP THAT DOES NOT CONFORM TO THE DISTRICT'S STANDARDS AND SPECIFICATIONS.
4. THE CONTRACTOR MUST NOTIFY THE DISTRICT AT LEAST TWO FULL WORKING DAYS PRIOR TO THE START OF SEWER CONSTRUCTION.
3. ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 4 FEET. IF GRADE CONFLICTS OCCUR WITH EXISTING UTILITIES OR OTHER OBSTRUCTIONS THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
4. ALL PRIVATE SANITARY SERVICES SHALL BE EXTENDED TO THE NEW SEWER MAIN (OR CUT) SLOPE AT A MINIMUM OF 2%. REFER TO PUBLIC WORKS MANUAL FOR SPECIFIC SERVICE CONSTRUCTION DETAILS AND REQUIREMENTS.
5. THE PLANS AND QUANTITIES ASSUME EACH EXISTING SEWER SERVICE IS A 4" PVC PIPE AND THAT A REPAIR COUPLING WILL REQUIRED TO CONNECT TO EACH SERVICE. ALL SERVICE LOCATIONS SHOWN ARE APPROXIMATE, AND LOCATION AND QUANTITY SHALL BE VERIFIED BY THE CONTRACTOR AND THE RESPONSIBILITY OF THE CONTRACTOR TO CONNECT ALL SERVICES. THE UNIT BID ITEM QUANTITY WILL BE MODIFIED BASED ON ACTUAL SERVICES LOCATED IN THE FIELD AND PAID ON A PER UNIT BASIS.

Computer File Information		Sheet Revisions		
Print Date:	Rev.	Date	Comments	Init.
Drawing File Name:	1			
Project No.:	2			



**ROARING FORK ENGINEERING**  
592 HIGHWAY 133  
CARBONDALE, CO 81623  
PH: (970) 340-4130

PAGOSA SPRINGS  
SANITATION GENERAL  
IMPROVEMENT  
DISTRICT  
551 HOT SPRINGS BLVD.  
PAGOSA SPRINGS, CO 81147  
PH: 970-264-4151 X400



**SEWER REPLACEMENT**  
**LOMA ST AND FLORIDA ST**  
NOTES AND LEGEND (1)

Engineer: MKM      Drawn By: ETM

Sheet Number:  
**2**  
Of:  
27

EARTHWORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL DISPOSAL OF ANY EXCESS SOIL, DEBRIS AND WASTE MATERIAL OFF OF THE PROJECT SITE.
2. ANY MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF, BY AND AT THE EXPENSE OF THE CONTRACTOR.
3. ALL EMBANKMENT MATERIAL REQUIRING COMPACTION WILL CONFORM TO CDOT/ASTM STANDARDS.
4. IF GROUNDWATER IS ENCOUNTERED CONTACT ENGINEER OR TOWN BEFORE PROCEEDING WITH WORK IN AREA OF GROUNDWATER.
5. IF BEDROCK IS ENCOUNTERED CONTACT ENGINEER OR TOWN BEFORE PROCEEDING WITH WORK IN AREA OF BEDROCK.
6. AREAS OF HEAVY VEGETATION, TREES, ROCKS, ETC. MAY NOT ALL BE SHOWN ON THE PLANS. THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS AND REQUIRED CONSTRUCTION METHODS TO PERFORM THE WORK. CERTAIN AREAS MAY REQUIRE TREE REMOVAL, BOULDER RELOCATION, CLEARING AND GRUBBING, ETC. THAT MAY NOT BE SPECIFICALLY CALLED OUT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING CONSTRUCTION AS NECESSARY TO COMPLETE THE WORK. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION ON ABUTTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR ANY COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL STORM WATER DISCHARGE OR DE-WATERING PERMITS THAT CORRESPOND WITH THESE ACTIVITIES.
8. ONSITE NATIVE MATERIAL CAN BE USED FOR STRUCTURAL BACKFILL IF APPROVED BY THE ENGINEER/TOWN AND SHALL BE SCREENED TO SIX INCH MINUS, PLACED IN TWELVE INCH LIFTS AND COMPACTED TO 95% AS DETERMINED BY AASHTO T-99.
9. STRIPPED TOPSOIL GENERATED ONSITE IS TO BE STOCKPILED AND USED FOR RE-VEGETATION.

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK UNLESS NOTED FOR DEMO/REMOVAL. SPECIFIC PROVISIONS ARE SHOWN ON THE PLANS.
2. THE CONTRACTOR SHALL RESTORE ALL DISTURBED LANDSCAPE, HARDSCAPE, AND SNOW MELTED AREAS IN-KIND.

RIGHT-OF-WAY NOTES:

1. THE CONTRACTOR SHALL CLEARLY DELINEATE AREAS OF DISTURBANCE PRIOR TO CONSTRUCTION. ANY DAMAGE TO CONCRETE, ASPHALT, OR OTHER INFRASTRUCTURE DURING THE PROJECT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIX AT THEIR OWN COST.
2. THE CONTRACTOR SHALL NOT DISTURB ANY PRIVATE PROPERTY UNLESS NECESSARY WITHIN AN EASEMENT AND WITH PRIOR COORDINATION WITH THE TOWN.

TRAFFIC CONTROL NOTES:

1. A TRAFFIC CONTROL PLAN SHALL BE PROVIDED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR AND IMPLEMENTED BY A CERTIFIED TRAFFIC CONTROL TEAM. THE PLAN SHALL BE REVIEWED AND APPROVED BY THE TOWN.
2. MAINTAIN ACCESS TO RESIDENCES AND SIDE STREETS AT ALL TIMES. TEMPORARY CLOSURE WILL BE ALLOWED FOR UTILITY WORK WITH PRIOR COORDINATION AND APPROVAL BY THE TOWN AND OWNER. PROVIDE FOR EMERGENCY ACCESS CONTINUOUSLY.
3. 2ND STREET SHALL REMAIN OPEN TO A MINIMUM OF ONE LANE AT ALL TIMES. IN THE EVENT BOTH LANES NEED TO BE CLOSED THE CONTRACTOR SHALL COORDINATE WITH THE TOWN 48 HOURS PRIOR TO CLOSURE. DETAILS ON CLOSURE AND LANE SWAPPING SHALL BE OUTLINED IN THE TRAFFIC CONTROL PLAN.
4. PROVIDE SAFETY CONES, FLAG PERSONS, VERTICAL PANELS WITH BEACONS, SIGNS AND BARRICADES AS NECESSARY TO PROTECT PUBLIC AND WORK SITE.
5. PROVIDE SIGNAGE AS REQUIRED BY PSSGID AND MUTCD.
6. PROVIDE DIRECTIONAL SIGNAGE INCLUDING BUT NOT LIMITED TO ONE-WAY SIGNS AND/OR TRAFFIC SIGNALS DURING CONSTRUCTION. JERSEY BARRIERS MAY BE REQUIRED DURING CONSTRUCTION.
7. ANY SIGNAGE REMOVED DURING CONSTRUCTION SHALL BE REPLACED OR RETURNED TO ITS ORIGINAL LOCATION.
8. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
9. THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY THROUGHOUT THE DURATION OF CONSTRUCTION.
10. CONTRACTOR SHALL PROVIDE A SMOOTH TEMPORARY DRIVING SURFACE UNTIL FINAL PAVING IS COMPLETE. ALL TEMPORARY DRIVING SURFACES WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED INCIDENTAL TO THE WORK.
11. THE CONTRACTOR SHALL CLOSELY MONITOR ACCESS FOR HEAVY CONSTRUCTION EQUIPMENT THROUGH THE PROJECT AND USE TRAFFIC CONTROL AS NEEDED TO ACCOMMODATE CONSTRUCTION ACTIVITY ENTERING AND LEAVING THE PROJECT SITE.

BENCHMARK AND SURVEY CONTROL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING OF BOTH HORIZONTAL AND VERTICAL LAYOUT ON THIS PROJECT. COORDINATES ARE REFERENCED IN THE COORDINATE LIST SHOWN ON THESE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR INTERPRETATION AND INFORMATION IN STAKING OF THE PROJECT FOR CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ANY MONUMENTS, RANGE POINTS, TIES, BENCHMARKS, AND/OR SURVEY CONTROL POINTS WHICH MAY BE DISTRIBUTED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENT BY A REGISTERED PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO. PROPERTY CORNERS WHICH FALL WITHIN NEW CONCRETE FLATWORK SHALL BE DURABLE AND SET FLUSH. THIS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

SUGGESTED SEQUENCE OF CONSTRUCTION:










1. FIELD LOCATE EXISTING G8 MANHOLE AND THE DOWNSTREAM SEWER MAIN PIPE TO VERIFY LOCATIONS. VERIFY EXISTING SERVICE (ON PROPOSED MANHOLE G8-1) LOCATION AND INVERT.
2. INSTALL PROPOSED MANHOLE (CAST-IN-PLACE) OVER THE EXISTING SEWER MAIN PIPE. TRIM THE ENDS OF THE PIPE AT THE INSIDE EDGE OF THE MANHOLE WALLS. GROUT THE ENDS OF THE PIPE IN PLACE. TIE IN THE EXISTING SERVICE TO THE MANHOLE.
3. INSTALL PROPOSED MANHOLE G8-1 AND UPSTREAM SEWER MAIN, PROGRESSING EAST. UPON ENCOUNTERING AN EXISTING SEWER SERVICE, DISCONNECT THE SERVICE FROM THE EXISTING SEWER MAIN AND COMPLETE THE CONNECTION TO THE PROPOSED SEWER MAIN (SEE SEWER SERVICE NOTES ON THIS SHEET). CONTINUE THE PROPOSED SEWER MAIN INSTALLATION THROUGH PROPOSED MANHOLE G13.
4. REMOVE OR ABANDON THE EXISTING SEWER MANHOLES. SEE DETAILS FOR ABANDONMENT REQUIREMENTS.
5. ABANDON THE EXISTING SEWER MAIN IN PLACE.
6. CUT AND REMOVE THE EXISTING SEWER MAIN PIPE ON THE UPSTREAM SIDE OF THE NEW G8-1 MANHOLE. GROUT THE RESULTING OPENING TO FILL THE HOLE IN THE MANHOLE WALL.
7. TEST THE MANHOLES AND SEWER MAIN PER TOWN OF CARBONDALE PW MANUAL SPECIFICATIONS.

Computer File Information		Sheet Revisions			 <b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	 <b>PAGOSA SPRINGS</b> SANITATION GENERAL IMPROVEMENT DISTRICT 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400	<b>SEWER REPLACEMENT</b> <b>LOMA ST AND FLORIDA ST</b> NOTES AND LEGEND (2)		Sheet Number:		
Print Date:		Rev.	Date	Comments					Init.		3
Drawing File Name:		1								Of:	
Project No.:		2								27	
							Engineer: MKM	Drawn By: ETM			

EROSION CONTROL NOTES:

1. EROSION AND SEDIMENT CONTROLS ARE TO BE INSPECTED EVERY FOURTEEN CALENDAR DAYS OR AFTER EVERY STORM EVENT THAT EQUALS OR EXCEEDS A HALF INCH OF PRECIPITATION.
2. CONTRACTOR IS RESPONSIBLE FOR CHECKING THAT ALL EROSION CONTROL BMPs ARE FREE OF MUD, DIRT, AND DEBRIS. ALL STRUCTURES ARE TO BE CLEANED ONCE DEPOSITED SEDIMENT REACHES ONE THIRD THE HEIGHT OF THE STRUCTURE.
3. ACTUAL LOCATIONS OF ALL EROSION AND SEDIMENT CONTROL MEASURES MAY BE FIELD MODIFIED IF NECESSARY BY ENGINEER OF RECORD AND APPROVED BY PSSGID.
4. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED AFTER THEY ARE NO LONGER NECESSARY (E.G., WHEN AN AREA THAT WAS DISTURBED HAS ACHIEVED 75% RE-VEGETATION).
5. CONSTRUCTION ROAD, STABILIZED ENTRANCE, STAGING AREA, AND PERIMETER EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY SITE GRADING OR EXCAVATION ACTIVITIES.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF SEDIMENT FROM VEHICLES LEAVING THE SITE.
7. STOCKPILED MATERIALS SHALL BE SURROUNDED WITH EROSION LOGS AND WEIGHED DOWN WITH SAND BAGS.
8. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED BY EROSION CONTROL MEASURES.
9. IF ANY TEMPORARY FLOW LINE IS TO OCCUR DUE TO INTERMITTENT GRADE CHANGE, CHECK DAMS, SURFACE ROUGHENING AND ADDITIONAL BMPs SHOULD BE IMPLEMENTED.
10. RESURFACING OR REVEGETATION PRACTICES SHALL FOLLOW ALL LAND DISTURBING ACTIVITIES IMMEDIATELY UPON COMPLETION OF SAID ACTIVITIES. IF REVEGETATION PRACTICES ARE DELAYED, FINISHED TOPSOIL GRADE SHALL BE PROTECTED AGAINST WIND AND WATER EROSION WITH TEMPORARY EROSION CONTROL BMPs.
11. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATIONS SHALL BE AS ORDERED. THE COST OF WATER SHALL BE INCIDENTAL TO OTHER BID ITEMS. SWEEPING AND CLEANING ADJACENT STREETS AND SIDEWALKS DURING CONSTRUCTION WILL BE PERFORMED AS NECESSARY AND AS DIRECTED BY THE ENGINEER. SWEEPING, AND DUST MITIGATION WILL BE CONSIDERED INCIDENTAL TO THE WORK.

HATCH LEGEND

ASPHALT DEMO	
CURB AND GUTTER DEMO	
ASPHALT MILL	
COLORED CONCRETE DEMO	
PROPOSED CONCRETE	
PROPOSED LANDSCAPING	
CURB RAMP	
DETECTABLE WARNING	
PROPOSED ASPHALT	

LEGEND

	EXISTING	PROPOSED
EASEMENT LINE	--- ---	--- ---
EDGE OF PAVEMENT	_____	_____
EDGE OF GRAVEL	_____	_____
EDGE OF WATER	--- ··· ---	--- ··· ---
FENCE LINE	-x-x-x-x-x-x-	-x-x-x-x-x-x-
FIBER OPTIC LINE	---FO---FO---	---FO---FO---
FLOW LINE	--->--->---	--->--->---
FORCE MAIN	---FM---FM---	---FM---FM---
GAS LINE	---XGAS---XGAS---	---G---G---
MAJOR CONTOUR	·····-9105·····	---9105---
MINOR CONTOUR	·····-9104·····	---9104---
OVERHEAD ELECTRIC	---E---OH---	---E---OH---
OVERHEAD TELEPHONE	---T---OH---	---T---OH---
PROPERTY LINE	--- ---	--- ---
RIGHT-OF-WAY	--- ---	--- ---
SANITARY SEWER & SIZE	---8"S---8"S---	---8"S---8"S---
SANITARY SEWER SERVICE	---SS---SS---	---SS---SS---
STORM DRAIN PIPE	▬▬▬▬▬▬▬▬▬▬	▬▬▬▬▬▬▬▬▬▬
TBC/SIDEWALK/CONCRETE	_____	_____
UNDERGROUND ELECTRIC	---XEL---XEL---	---E---E---
UNDERGROUND TELEPHONE	---T---T---	---T---T---
UNDERGROUND CABLE TV	---XTV---XTV---	---TV---TV---
WATER LINE & SIZE	---8"W---8"W---	---8"W---8"W---
WATER SERVICE LINE	---WS---WS---	---WS---WS---
IRRIGATION LINE	---IRR---IRR---	---IRR---IRR---
RAW WATERLINE	---RAW---RAW---	---RAW---RAW---
ROAD CENTER LINE	--- ---	--- ---
LIMITS OF DISTURBED AREA	---LDA---LDA---	---LDA---LDA---

Computer File Information		Sheet Revisions			 <b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400	 <b>TOWN OF PAGOSA SPRINGS</b> COLORADO	<b>SEWER REPLACEMENT</b> <b>LOMA ST AND FLORIDA ST</b> NOTES AND LEGEND (3)		Sheet Number:	
Print Date:		Rev.	Date	Comments				Init.	Engineer: MKM	Drawn By: ETM	4
Drawing File Name:		1									Of:
Project No.:		2									27

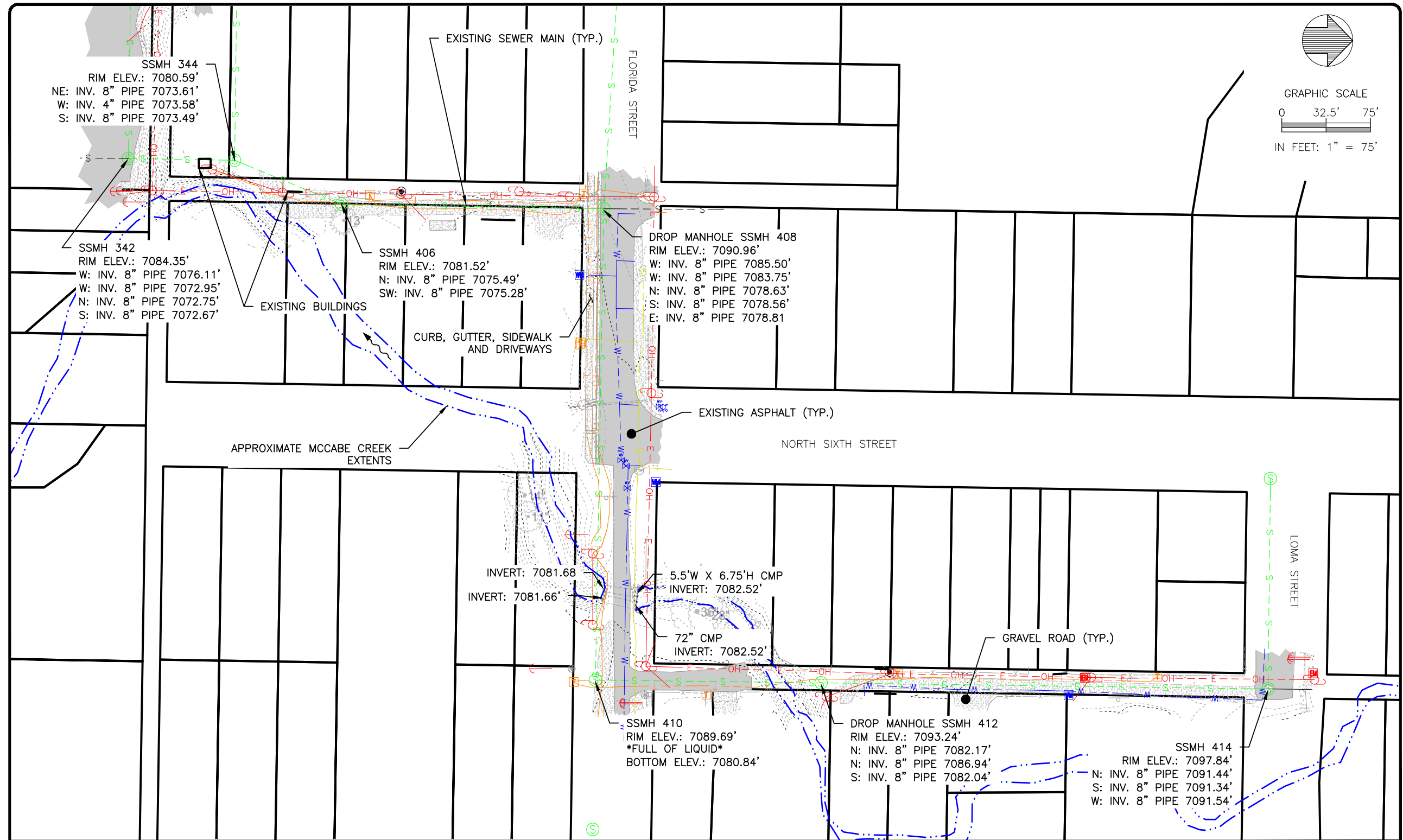
SYMBOL LEGEND

CABLE BOX		
CABLE RISER		
CURB STOP		
CURB INLET		
DECIDUOUS TREE		
ELECTRIC MANHOLE/ METER		
ELECTRIC TRANSFORMER		
ELECTRIC SWITCH GEAR		
ELECTRIC VAULT		
EVERGREEN TREE		
FIBER OPTIC RISER		
FIRE HYDRANT		
GAS METER		
GATE VALVE		
GUY ANCHOR		
MAILBOX		
MONUMENT MARKER		
POWER POLE		
SANITARY SEWER MANHOLE		
SOIL BORING LOCATION		
SIGN		
SPOT ELEVATION		
STORM DRAIN MANHOLE		
STREETLIGHT		
TELEPHONE MANHOLE		

ABBREVIATIONS

ABC	AGGREGATE BASE COURSE	MAX.	MAXIMUM
AP	ANGLE POINT	MH	MANHOLE
APPROX.	APPROXIMATE	MIN.	MINIMUM
ASPH.	ASPHALT	MSE	MECHANICALLY STABILIZED EARTH
BP	BEGINNING POINT	O/S	OFFSET
BW	BOTTOM OF WALL	PC	POINT OF CURVATURE
C&G	CURB AND GUTTER	PCC	POINT OF COMPOUND CURVE
CL	CENTER LINE	PRC	POINT OF REVERSE CURVE
CMP	CORRUGATED METAL PIPE	PGL	PROFILE GRADE LINE
CONC.	CONCRETE	PNT.	POINT
DW	DRIVEWAY	PRC	POINT OF REVERSE CURVATURE
EB	EAST BOUND	PROP.	PROPOSED
EG	EXISTING GRADE	PT	POINT OF TANGENCY
EOG	EDGE OF GRAVEL	PVC	POINT OF VERTICAL CURVATURE
EL.	ELEVATION	PVI	POINT OF VERTICAL INFLECTION
ELEC.	ELECTRIC	PVMT.	PAVEMENT
EP	END POINT	R/R	REMOVE & REPLACE
EOA	EDGE OF ASPHALT	R	RIGHT; RADIUS
EX.	EXISTING	RAD.	RADIAL
FG	FINISHED GRADE	RCP	REINFORCED CONCRETE PIPE
FL	FLOWLINE	REF.	REFERENCE
FT	FEET	ROW	RIGHT-OF-WAY
GB	GRADE BREAK	SECT.	SECTION
GR	GUARDRAIL	SF	SQUARE FEET
GRAV.	GRAVEL	SH.	SHEET
HCL	HORIZONTAL CONTROL LINE	SDMH	STORM DRAIN MANHOLE
HDPE	HIGH DENSITY POLYETHYLENE	SSMH	SEWER MANHOLE
HP	HIGH POINT	STA.	STATION
HBP	HOT BITUMINOUS PAVEMENT	SW	SIDEWALK
HMA	HOT MIX ASPHALT	SY	SQUARE YARD
IN	INCH	TBC	TOP BACK CURB
INV.	INVERT	TP	TOP OF PIPE
L	LEFT	TW	TOP OF WALL
LDA	LIMITS OF DISTURBED AREA	TYP.	TYPICAL
LF	LINEAR FEET	WB	WEST BOUND
LP	LOW POINT	VP	VALLEY PAN

Computer File Information		Sheet Revisions			 <b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400	 <b>TOWN OF PAGOSA SPRINGS</b> COLORADO	<b>SEWER REPLACEMENT</b> <b>LOMA ST AND FLORIDA ST</b> NOTES AND LEGEND (4)		Sheet Number:
Print Date:	Rev.	Date	Comments	Init.				5		
Drawing File Name:	1							Of:		
Project No.:	2				27	Engineer: MKM	Drawn By: ETM			



Computer File Information	
Print Date:	
Drawing File Name:	
Project No.:	

Sheet Revisions			
Rev.	Date	Comments	Init.
1			
2			

**ROARING FORK ENGINEERING**  
592 HIGHWAY 133  
CARBONDALE, CO 81623  
PH: (970) 340-4130

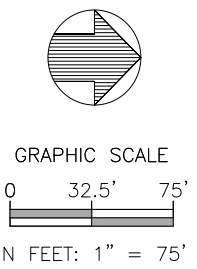
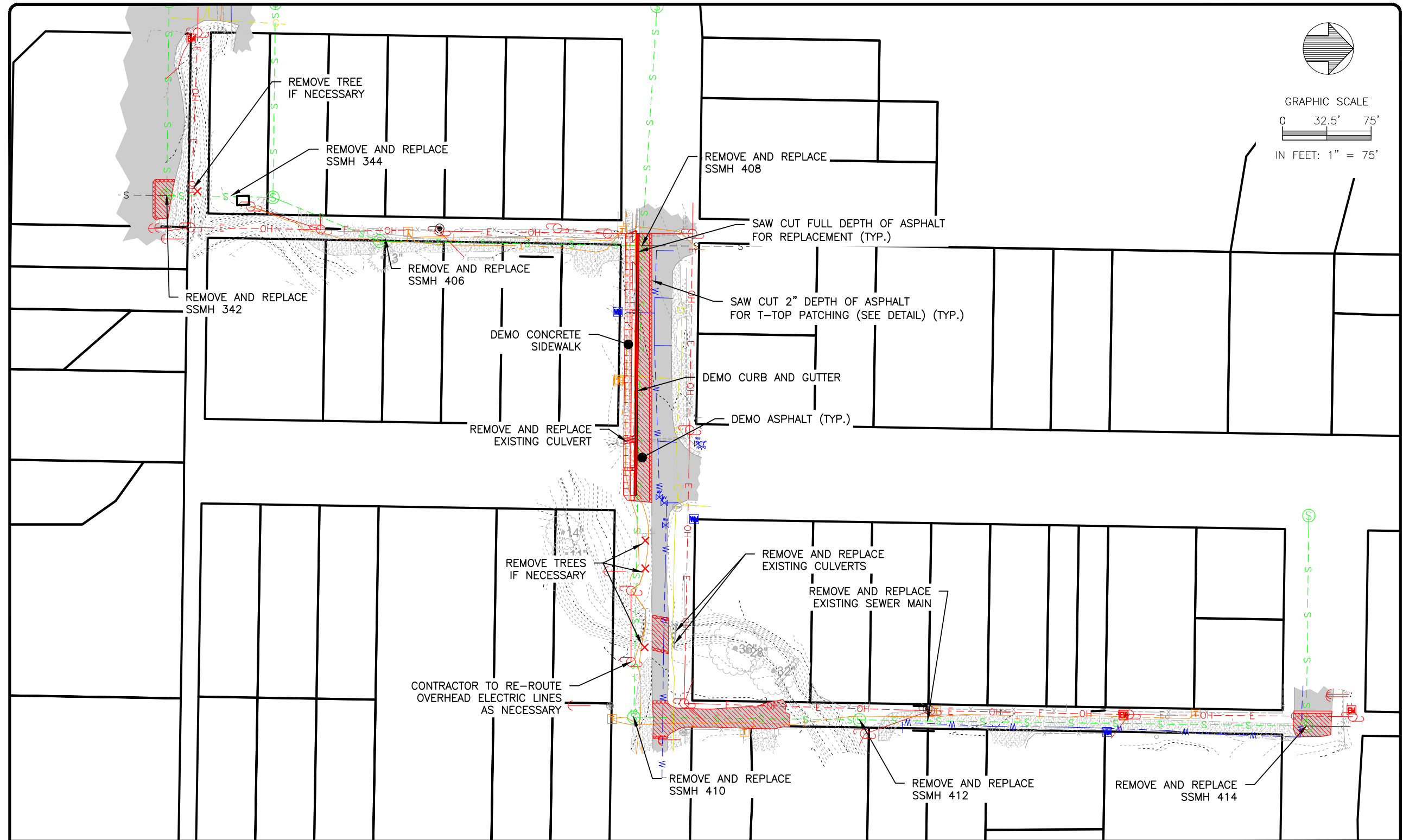
PAGOSA SPRINGS  
SANITATION GENERAL  
IMPROVEMENT  
DISTRICT

551 HOT SPRINGS BLVD.  
PAGOSA SPRINGS, CO 81147  
PH: 970-264-4151 X400

**SEWER REPLACEMENT  
LOMA ST AND FLORIDA ST**  
EXISTING CONDITIONS


Engineer: MKM      Drawn By: ETM

Sheet Number:	6
Of:	27



Computer File Information	
Print Date:	
Drawing File Name:	
Project No.:	

Sheet Revisions			
Rev.	Date	Comments	Init.
1			
2			



**ROARING FORK ENGINEERING**  
 592 HIGHWAY 133  
 CARBONDALE, CO 81623  
 PH: (970) 340-4130

PAGOSA SPRINGS  
 SANITATION GENERAL  
 IMPROVEMENT  
 DISTRICT

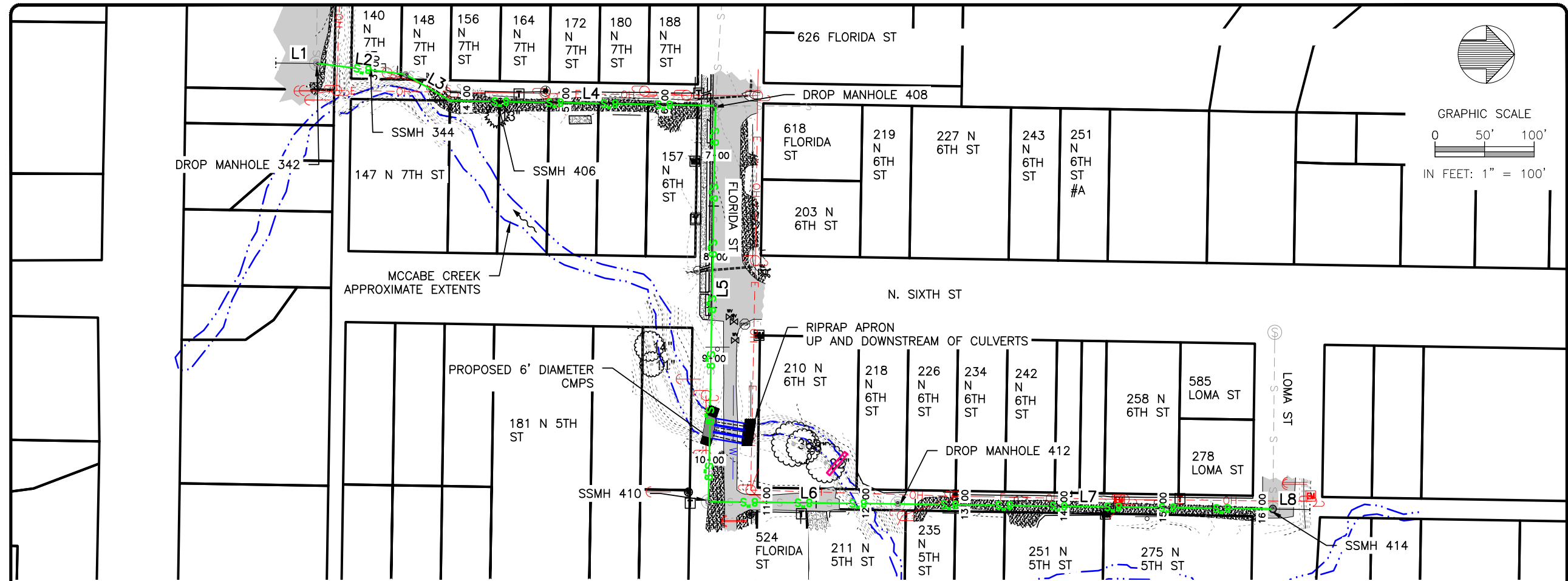


551 HOT SPRINGS BLVD.  
 PAGOSA SPRINGS, CO 81147  
 PH: 970-264-4151 X400

**SEWER REPLACEMENT  
 LOMA ST AND FLORIDA ST  
 DEMOLITION MAP**

Engineer: MKM      Drawn By: ETM

Sheet Number:	7
Of:	27



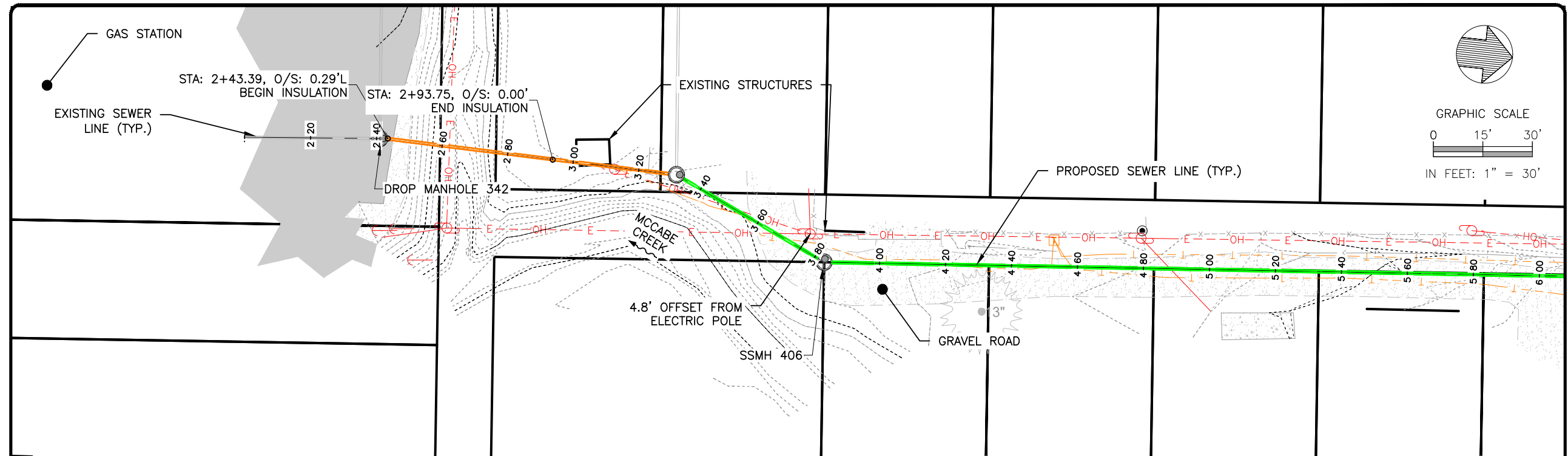
NOTE: SERVICE CONNECTIONS NOT SHOWN FOR CLARITY. CONTRACTOR TO FIELD VERIFY LOCATIONS  
 LOT LINES ARE APPROXIMATE FROM COUNTY GIS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°34'54"E	40.98'
L2	N6°47'10"E	90.55'
L3	N30°02'26"E	51.69'
L4	N1°03'36"E	267.88'
L5	S88°57'46"E	390.20'
L6	N0°39'06"E	191.14'
L7	N0°46'01"E	378.40'
L8	N0°46'11"E	37.37'

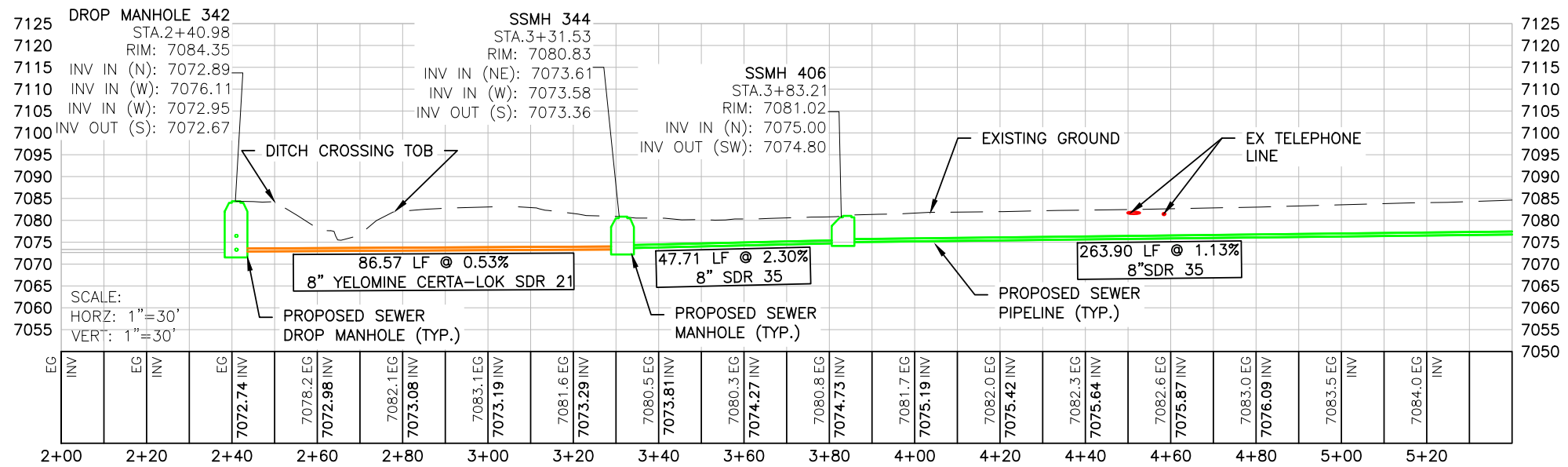
MANHOLE SCHEDULE				
NAME	SIZE & TYPE	NORTHING	EASTING	DEPTH
DROP MANHOLE 342	48 IN CONC. MH	1,222,103.80	2,559,072.34	12.0'
SSMH 344	48 IN CONC. MH	1,222,193.72	2,559,083.04	8.0'
SSMH 406	48 IN CONC. MH	1,222,238.46	2,559,108.92	5.7'
SSMH 410	48 IN CONC. MH	1,222,499.23	2,559,504.01	9.0'
DROP MANHOLE 408	48 IN CONC. MH	1,222,506.29	2,559,113.87	13.0'
DROP MANHOLE 412	48 IN CONC. MH	1,222,690.35	2,559,506.19	11.2'
SSMH 414	48 IN CONC. MH	1,223,068.72	2,559,511.25	6.6'

PIPE SCHEDULE					
SEGMENT NO.	FROM	TO	SIZE	MATERIAL	LENGTH
1	DROP MANHOLE 342	SSMH 344	8"	8" YELOMINE CERTA-LOK SDR 21	86.6'
2	SSMH 344	SSMH 406	8"	8" SDR 35	47.7'
3	SSMH 406	DROP MANHOLE 408	8"	8" SDR 35	263.9'
4	DROP MANHOLE 408	SSMH 410	8"	8" YELOMINE CERTA-LOK SDR 21	386.2'
5	SSMH 410	DROP MANHOLE 412	8"	8" YELOMINE CERTA-LOK SDR 21	187.1'
6	DROP MANHOLE 412	SSMH 414	8"	8" SDR 35	374.4'

<p>Computer File Information</p> <p>Print Date:</p> <p>Drawing File Name:</p> <p>Project No.:</p>	<p>Sheet Revisions</p> <table border="1"> <thead> <tr> <th>Rev.</th> <th>Date</th> <th>Comments</th> <th>Init.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Rev.	Date	Comments	Init.	1				2												 <p><b>ROARING FORK ENGINEERING</b>          592 HIGHWAY 133          CARBONDALE, CO 81623          PH: (970) 340-4130</p>	<p>PAGOSA SPRINGS          SANITATION GENERAL          IMPROVEMENT          DISTRICT</p>  <p>551 HOT SPRINGS BLVD.          PAGOSA SPRINGS, CO 81147          PH: 970-264-4151 X400</p>	<p><b>SEWER REPLACEMENT</b>  <b>LOMA ST AND FLORIDA ST</b>          OVERALL SITE PLAN</p> <p>Engineer: MKM      Drawn By: ETM</p>	<p>Sheet Number:</p> <p style="font-size: 24pt; text-align: center;">8</p> <p>Of:</p> <p style="text-align: center;">27</p>
Rev.	Date	Comments	Init.																						
1																									
2																									

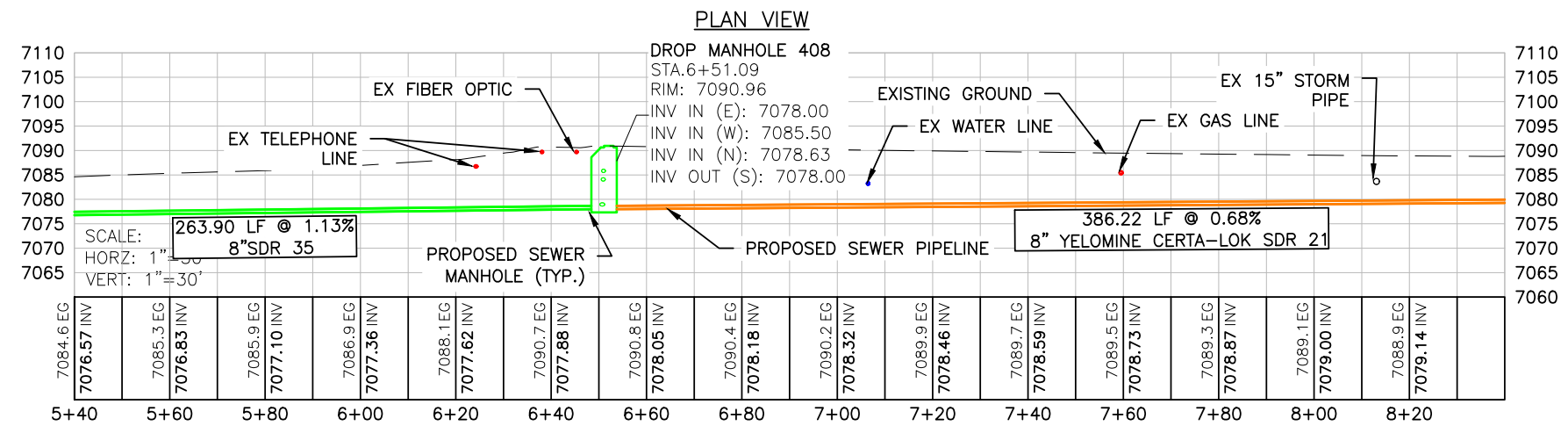
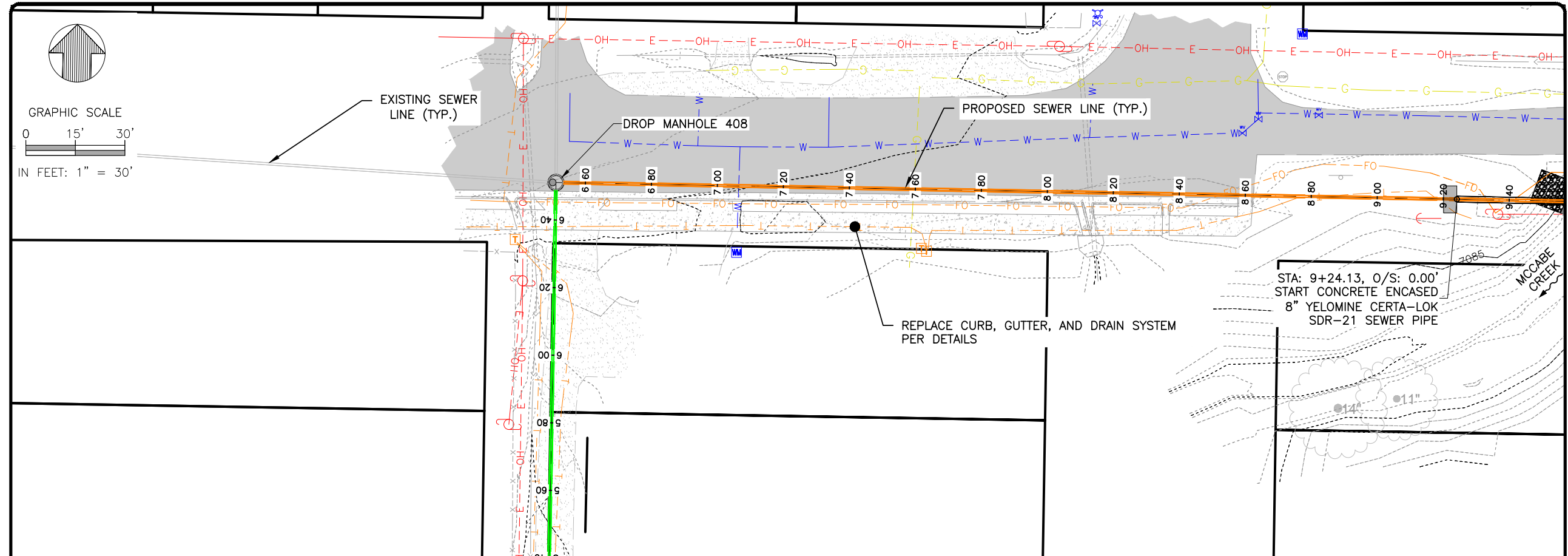


PLAN VIEW



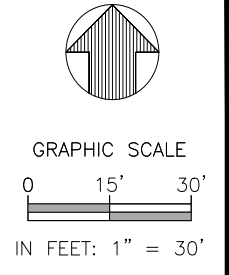
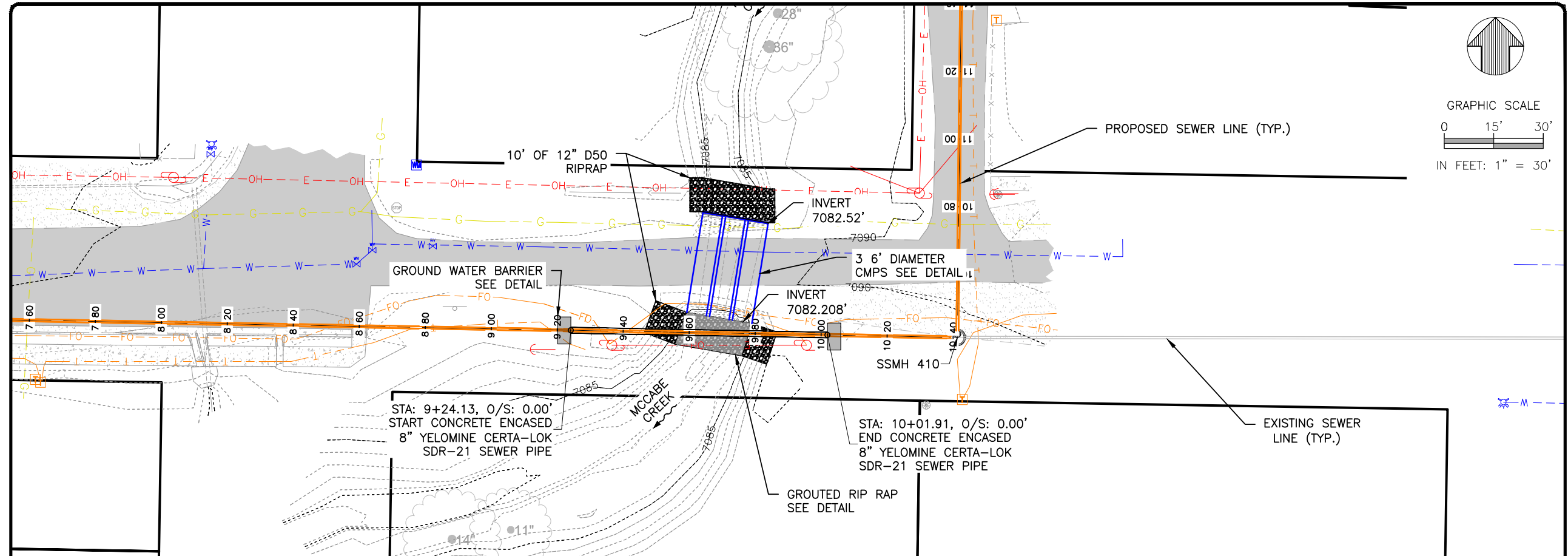
PROPOSED SEWER MAIN PROFILE

Computer File Information		Sheet Revisions			<p><b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130</p>	<p>PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT</p> <p>551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400</p>	<p><b>SEWER REPLACEMENT</b> LOMA ST AND FLORIDA ST PLAN AND PROFILE (1)</p>		Sheet Number:	
Print Date:	Rev.	Date	Comments	Init.					9	
Drawing File Name:	1						Of:			
Project No.:	2				27		Engineer: MKM	Drawn By: ETM		

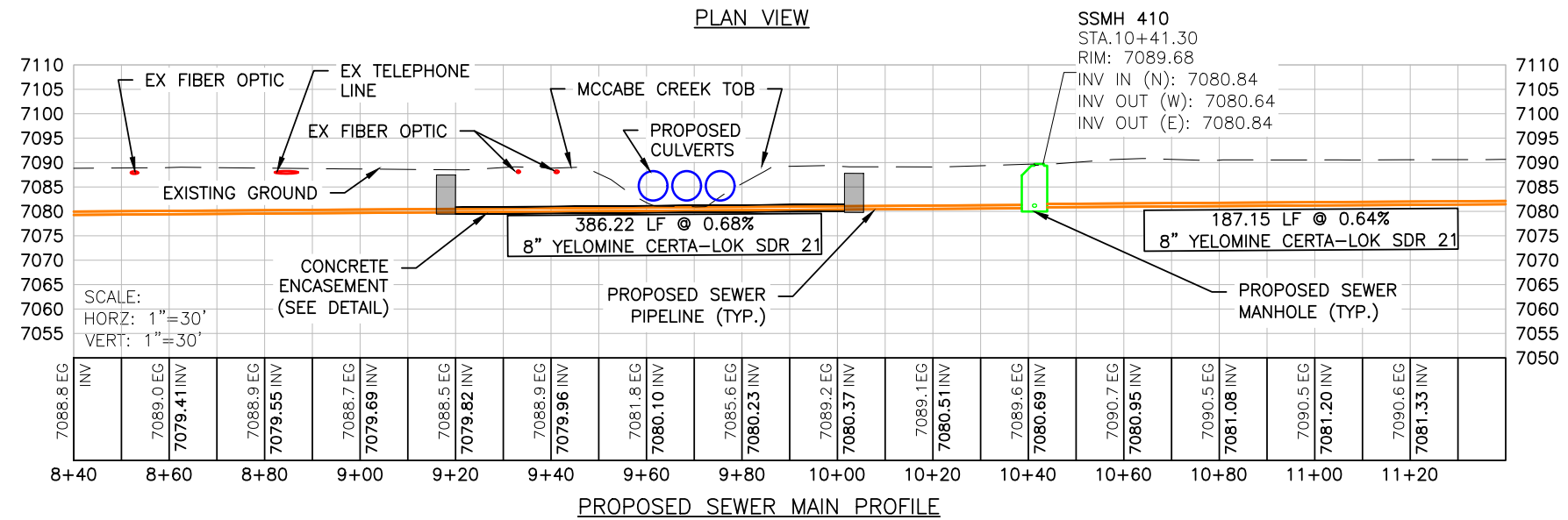


PROPOSED SEWER MAIN PROFILE

Computer File Information		Sheet Revisions			<p>ROARING FORK ENGINEERING 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130</p>	<p>PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT</p> <p>551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400</p>	SEWER REPLACEMENT LOMA ST AND FLORIDA ST PLAN AND PROFILE (2)		Sheet Number:	
Print Date:		Rev.	Date	Comments			Init.	Engineer: MKM	Drawn By: ETM	10
Drawing File Name:		1								Of: 27
Project No.:		2								

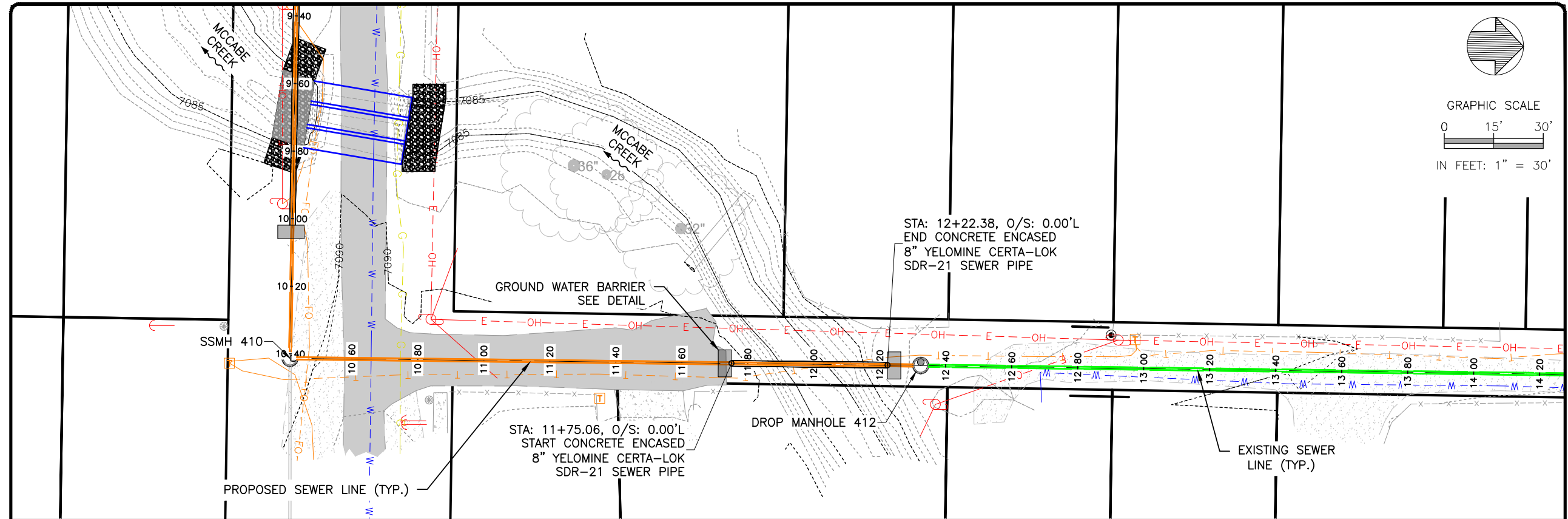


PLAN VIEW

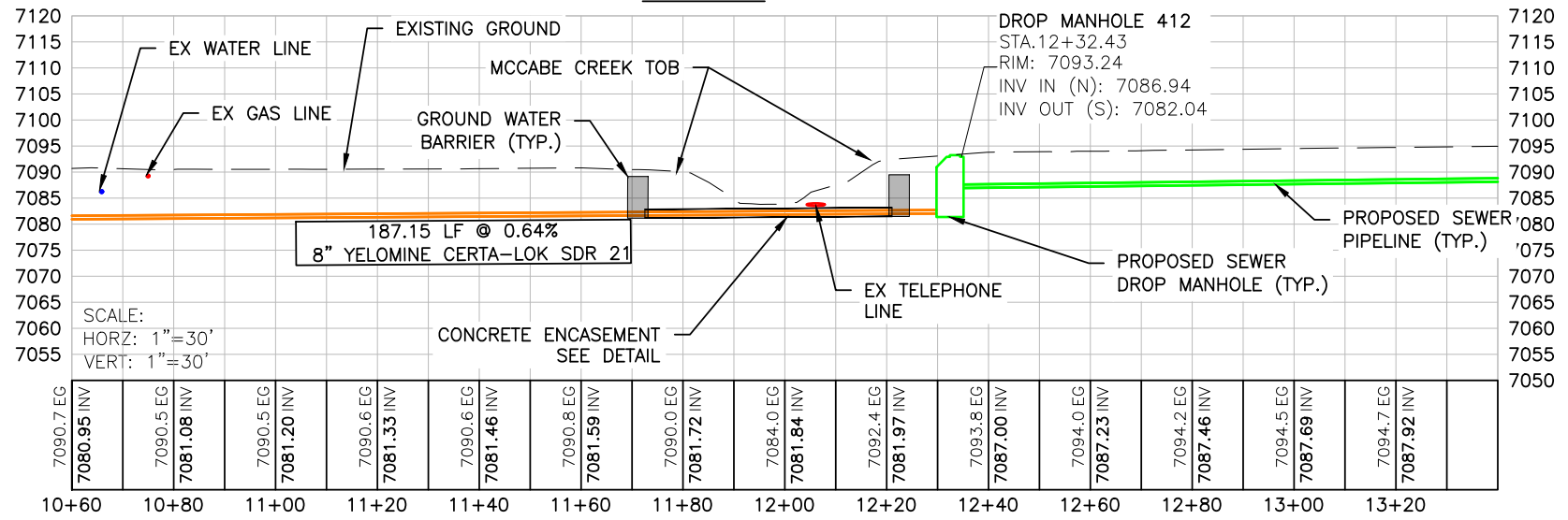


PROPOSED SEWER MAIN PROFILE

Computer File Information		Sheet Revisions			<p>ROARING FORK ENGINEERING 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130</p>	<p>PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT</p> <p>551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400</p>	SEWER REPLACEMENT LOMA ST AND FLORIDA ST PLAN AND PROFILE (3)		Sheet Number:	
Print Date:		Rev.	Date	Comments			Init.	Engineer: MKM	Drawn By: ETM	11
Drawing File Name:		1								Of: 27
Project No.:		2								

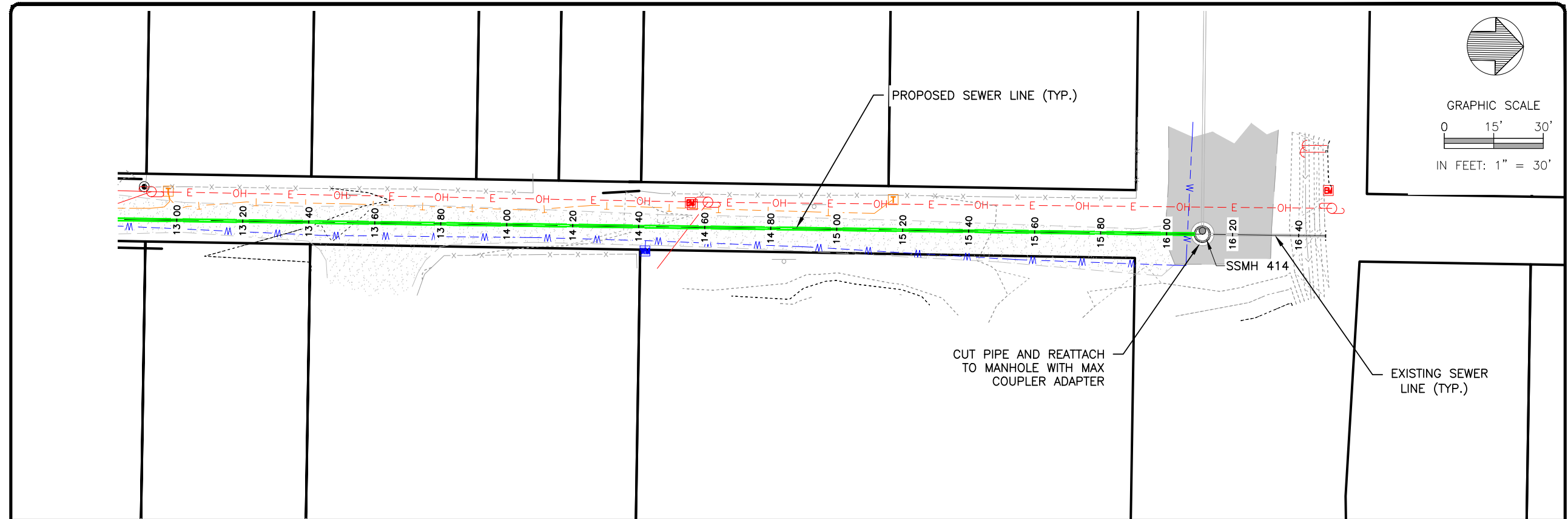


PLAN VIEW

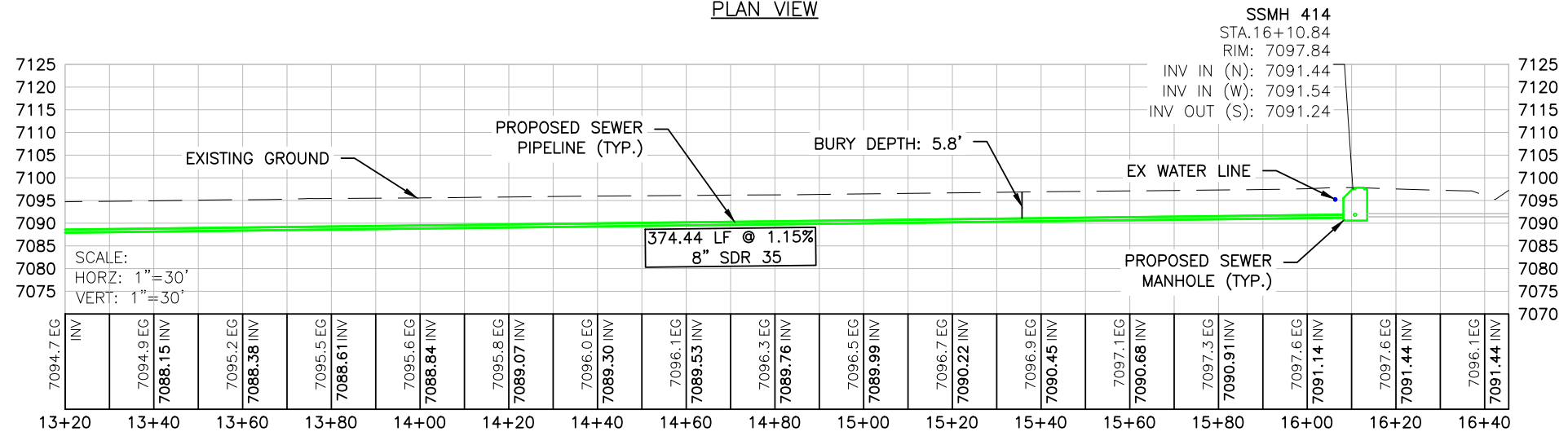


PROPOSED SEWER MAIN PROFILE

Computer File Information		Sheet Revisions			<p><b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130</p>	<p>PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT</p> <p>551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400</p>	<p><b>SEWER REPLACEMENT</b> LOMA ST AND FLORIDA ST PLAN AND PROFILE (4)</p>		Sheet Number:	
Print Date:	Rev.	Date	Comments	Init.					12	Of:
Drawing File Name:	1						27		Engineer: MKM	Drawn By: ETM
Project No.:	2									



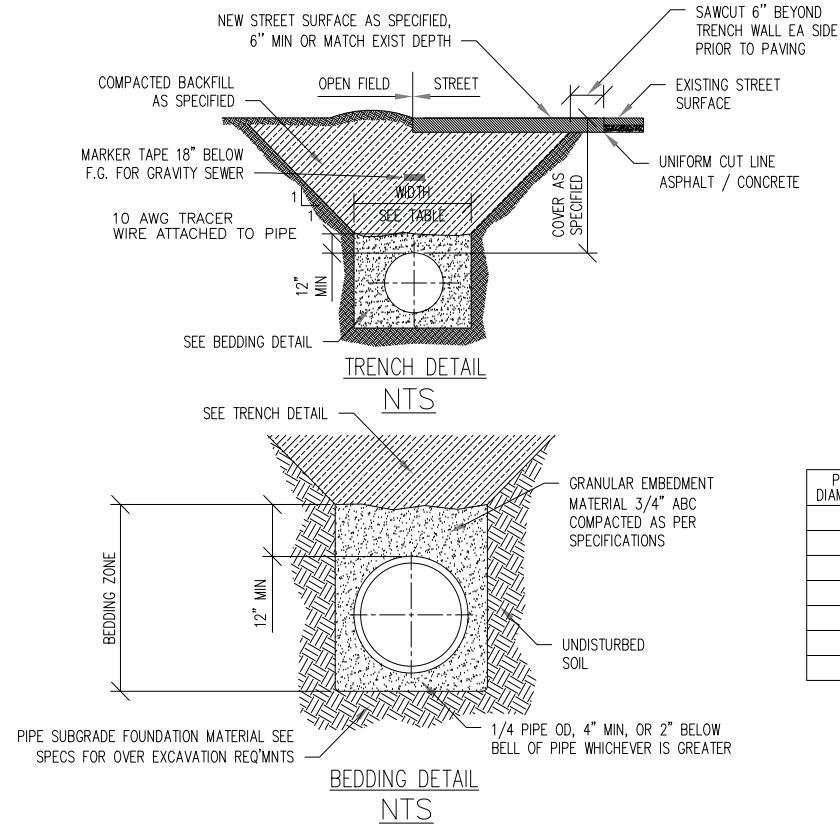
PLAN VIEW



PROPOSED SEWER MAIN PROFILE

Computer File Information		Sheet Revisions			<p><b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130</p>	<p>PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT</p> <p>551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400</p>	<p><b>SEWER REPLACEMENT</b> LOMA ST AND FLORIDA ST PLAN AND PROFILE (5)</p>		Sheet Number:	
Print Date:		Rev.	Date	Comments					Init.	13
Drawing File Name:		1						Of:		27
Project No.:		2				Engineer: MKM	Drawn By: ETM			



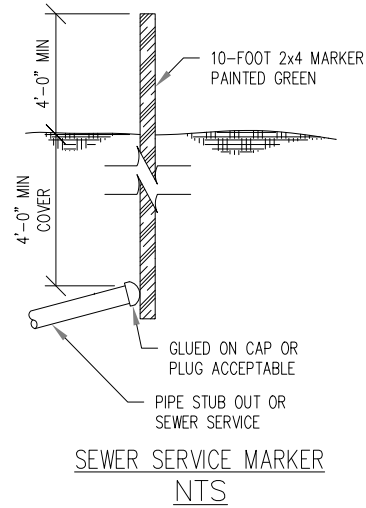
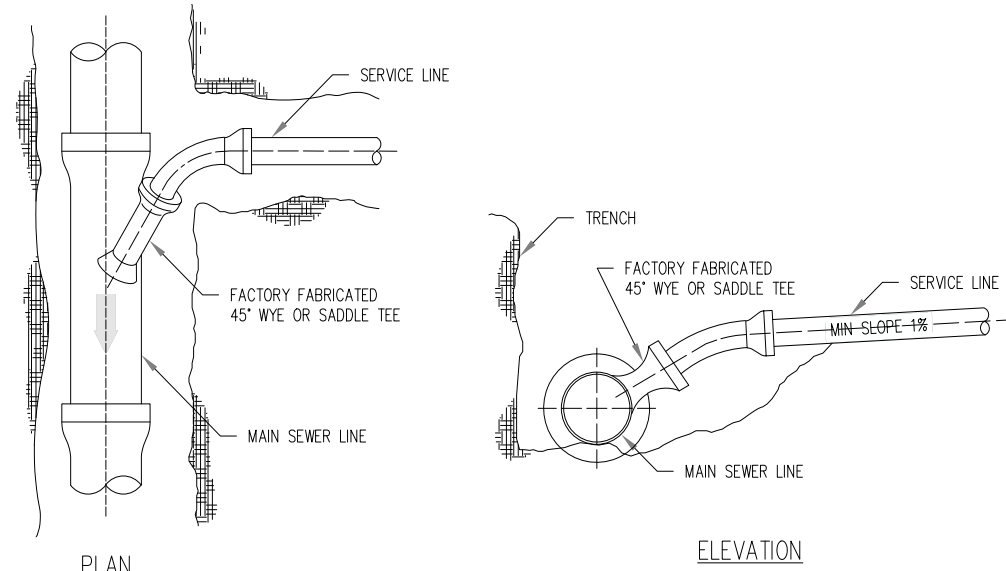


TRENCH WIDTH

PIPE DIAMETER	MINIMUM WIDTH	MAXIMUM WIDTH
4"	1'-4"	2'-4"
6"	1'-6"	2'-6"
8"	1'-8"	2'-8"
10"	1'-10"	2'-10"
12"	2'-0"	3'-0"
18"	2'-6"	3'-6"
24"	3'-0"	4'-0"

**NOTES:**

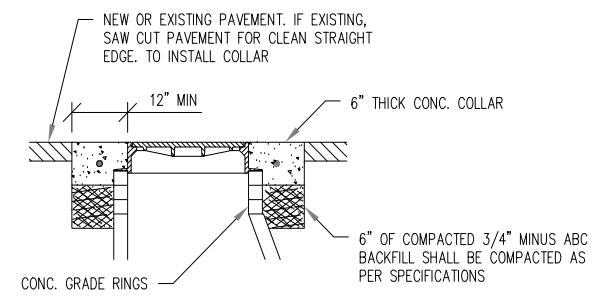
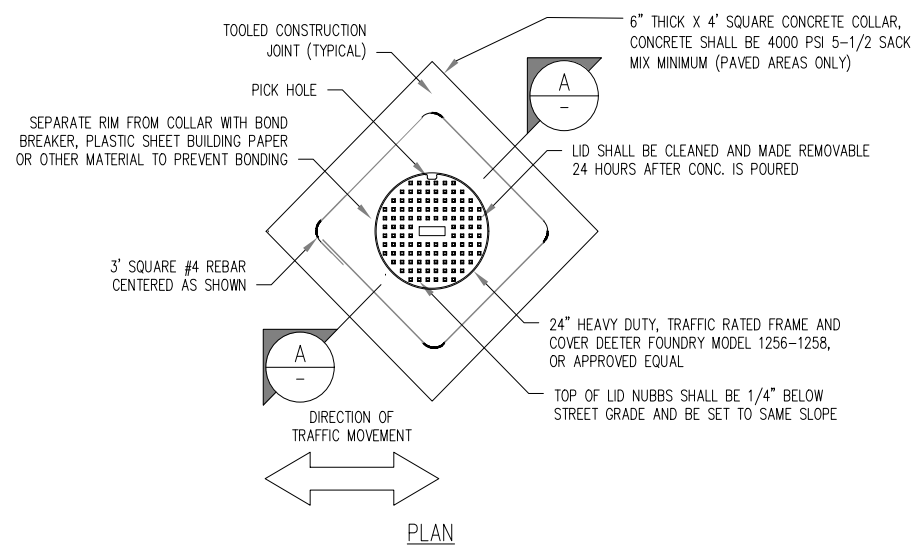
- FOR TRENCHES GREATER THAN 5 FEET IN DEPTH, SIDEWALLS SHALL BE SLOPED AT 45° ANGLE OR SUITABLY BRACED OR SHEETED AS NECESSARY FOR THE SAFETY OF THE WORKERS AND THE PROTECTION OF OTHER UTILITIES AS REQUIRED BY OSHA. IN UNSTABLE SOIL CONDITIONS, SLOPE TRENCH WALLS ACCORDING TO GEOTECHNICAL RECOMMENDATIONS.
- MARKER TAPE SHALL BE 6" WIDE, WITH APPROPRIATE COLOR CODING AND NOTATION AS PER SPECIFICATIONS.



**GENERAL NOTES:**

- SEWER TAP TO BE MADE BY DISTRICT PERSONNEL.
- SADDLES TO BE APPROVED BY DISTRICT PRIOR TO INSTALLATION.
- PLACE METALLIC SEWER MARKER TAPE ABOVE SEWER MAINS AND SERVICES.

Computer File Information		Sheet Revisions				 <b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400	 <b>TOWN OF PAGOSA SPRINGS COLORADO</b>		<b>SEWER REPLACEMENT                  LOMA ST AND FLORIDA ST                  DETAILS (2)</b>		Sheet Number:
Print Date:		Rev.	Date	Comments	Init.					Engineer: MKM	Drawn By: ETM	15
Drawing File Name:		1								Of:		
Project No.:		2								27		

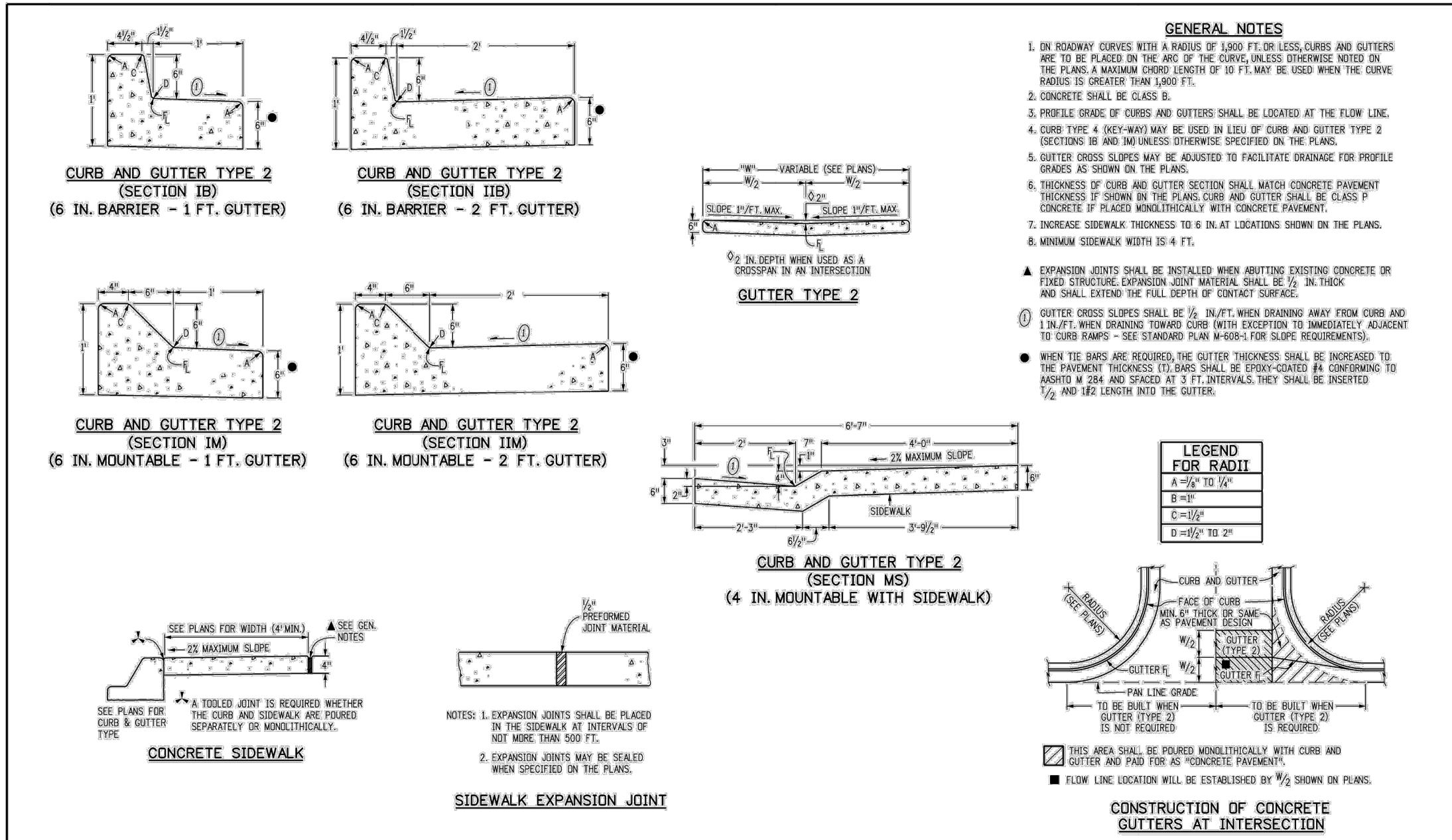


NOTES:

1. RING AND COVER SHALL BE IRON (AS MANUFACTURED FOR CURRENT AWWA STANDARD).
2. SANITARY SEWER MANHOLE COVERS SHALL BE NON PERFORATED WITH "SANITARY SEWER" FORGED ON THE TOP OF THE LID AS SHOWN ABOVE.
3. COVER SHALL BE BOLTED, WATER RESISTANT IF LOCATED IN 100 YEAR FLOOD PLAIN, BACK YARDS, OPEN SPACE AND/OR DITCHES.
4. ALL MANHOLES SHALL BE EQUIVALENT TO DEETER MODEL NUMBER 1256, OR D & L FOUNDRY MODEL A-1480.
5. MANHOLE LID AND RING SHALL BE FURNISHED WITH MACHINED HORIZONTAL BEARING SURFACES.

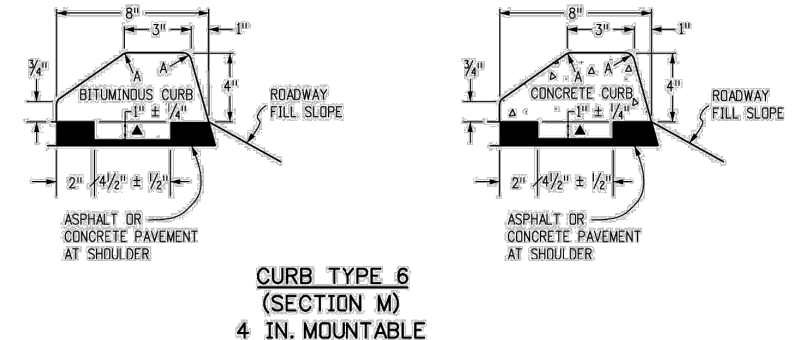
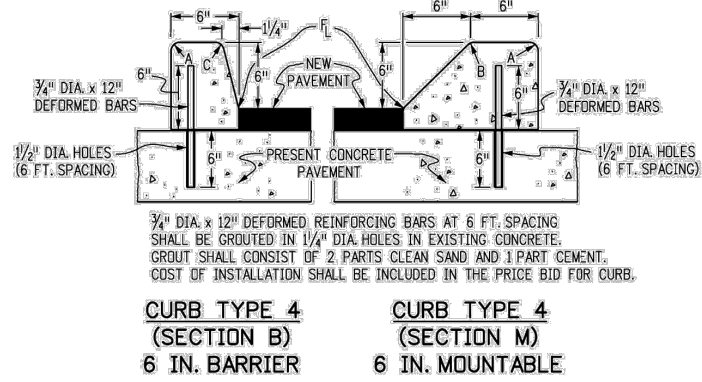
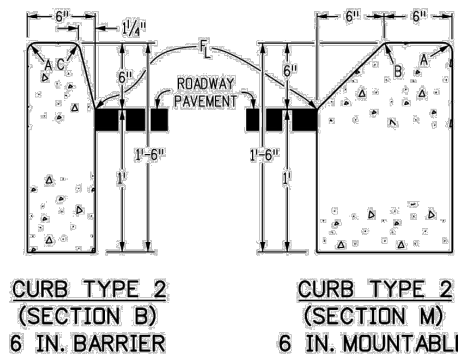
MANHOLE LID DETAIL  
NTS

Computer File Information		Sheet Revisions			 <b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	<b>PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT</b> 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400	 <b>TOWN OF PAGOSA SPRINGS COLORADO</b>	SEWER REPLACEMENT LOMA ST AND FLORIDA ST DETAILS (3)		Sheet Number:
Print Date:	Rev.	Date	Comments	Init.				Engineer: MKM	Drawn By: ETM	16
Drawing File Name:	1									Of:
Project No.:	2									27



<b>Computer File Information</b>		<b>Sheet Revisions</b>		<b>Colorado Department of Transportation</b> 2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 <b>Project Development Branch</b>	<b>CURB, GUTTERS, AND SIDEWALKS</b> Issued by the Project Development Branch: July 31, 2019	<b>STANDARD PLAN NO.</b>	
Creation Date: 07/31/19	Designer Initials: JBK	Date:	Comments:			M-609-1	Standard Sheet No. 1 of 4
Last Modification Date: 07/31/19	Detailer Initials: LTA			JBK	Project Sheet Number:		
CAD Ver.: MicroStation V8	Scale: Not to Scale	Units: English					

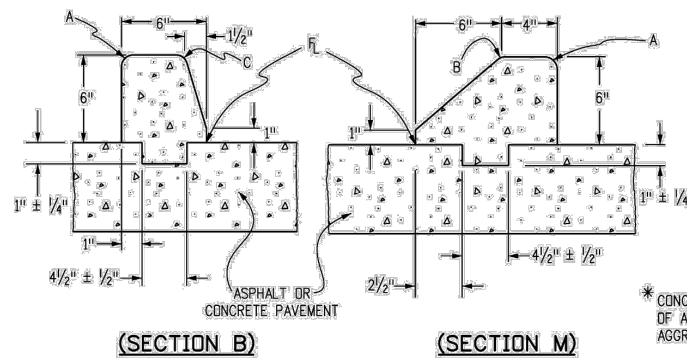
<b>Computer File Information</b>		<b>Sheet Revisions</b>			<b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	<b>PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT</b> 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400	<b>TOWN OF PAGOSA SPRINGS COLORADO</b>	<b>SEWER REPLACEMENT</b>		Sheet Number: <b>17</b> Of: <b>27</b>
Print Date:	Drawing File Name:	Rev.	Date	Comments				Init.	<b>LOMA ST AND FLORIDA ST</b>	
Project No.:								<b>DETAILS (4)</b>		



NOTE: BITUMINOUS OR CONCRETE \* UNLESS OTHERWISE SPECIFIED ON THE PLANS.  
 ▲ KEY-WAY MAY BE OMITTED WHEN PLACED UNDER GUARDRAIL.

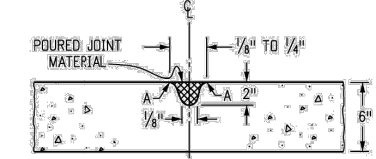
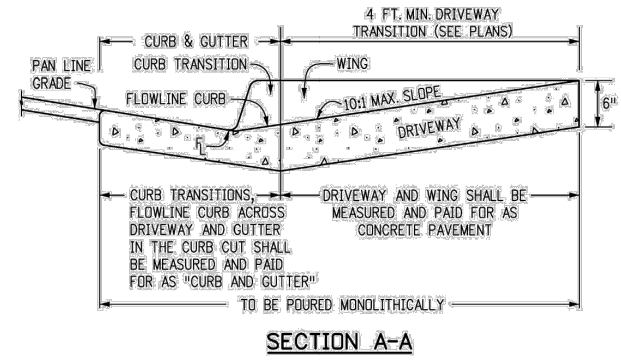
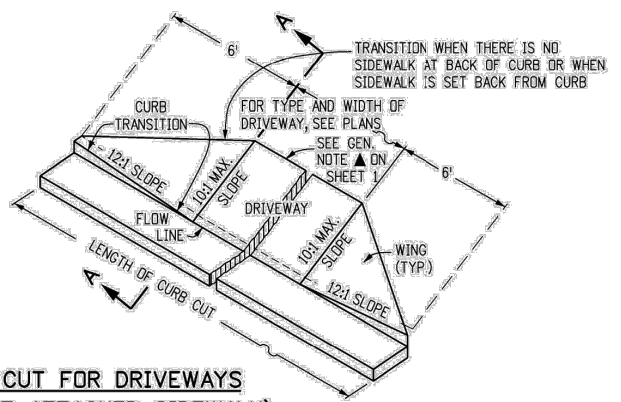
**LEGEND FOR RADII**

A = 1/8" TO 1/4"
B = 1"
C = 1 1/2"
D = 1 1/2" TO 2"



\* CONCRETE CLASS B SHALL CONTAIN 1.5 POUNDS PER CUBIC YARD OF APPROVED POLYPROPYLENE FIBERS AND MAY HAVE A NOMINAL AGGREGATE SIZE OF 3/8" IN.

**CURB TYPE 4 (KEY-WAY)\***



NOTE: RECOMMENDED JOINT SPACING IS EVERY 8 FEET ALONG THE WIDTH AND LENGTH OF DRIVEWAY. FOR DRIVEWAYS WIDER THAN 12 FEET, JOINTS ARE REQUIRED.

**Computer File Information**

Creation Date: 07/31/19	
Designer Initials: JBK	(R-X)
Last Modification Date: 07/31/19	(R-X)
Detailer Initials: LTA	(R-X)
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)

**Sheet Revisions**

Date:	Comments

Colorado Department of Transportation  
 2829 West Howard Place  
 CDDT HQ, 3rd Floor  
 Denver, CO 80204  
 Phone: 303-757-9021 FAX: 303-757-9868  
 Project Development Branch JBK

**CURB, GUTTERS, AND SIDEWALKS**

Issued by the Project Development Branch: July 31, 2019

**STANDARD PLAN NO.**  
 M-609-1  
**Standard Sheet No. 2 of 4**  
 Project Sheet Number:

**Computer File Information**

Print Date:
Drawing File Name:
Project No.:

**Sheet Revisions**

Rev.	Date	Comments	Init.
1			
2			

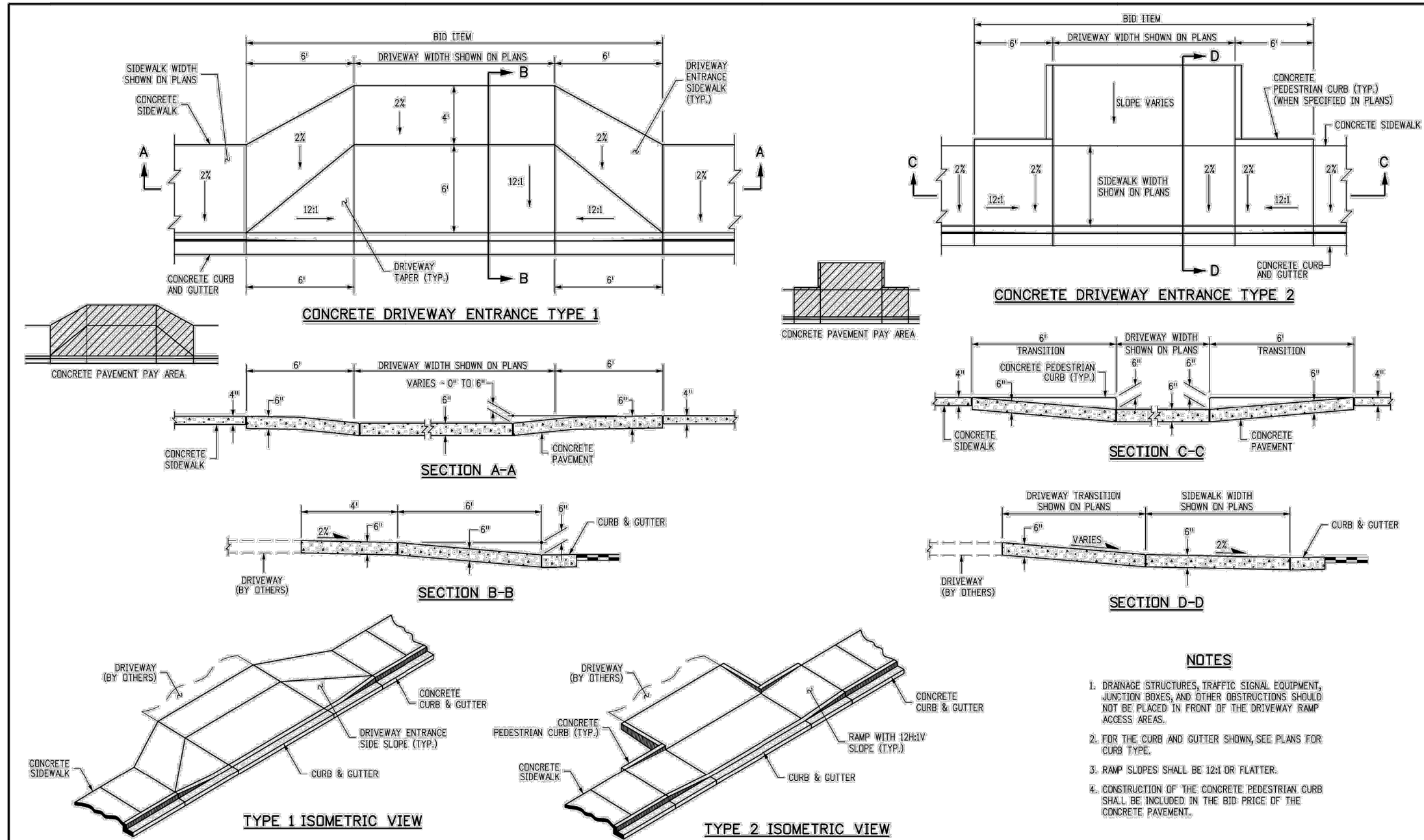
**ROARING FORK ENGINEERING**  
 592 HIGHWAY 133  
 CARBONDALE, CO 81623  
 PH: (970) 340-4130

**PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT**  
 551 HOT SPRINGS BLVD.  
 PAGOSA SPRINGS, CO 81147  
 PH: 970-264-4151 X400



**SEWER REPLACEMENT LOMA ST AND FLORIDA ST DETAILS (5)**  
 Engineer: MKM  
 Drawn By: ETM

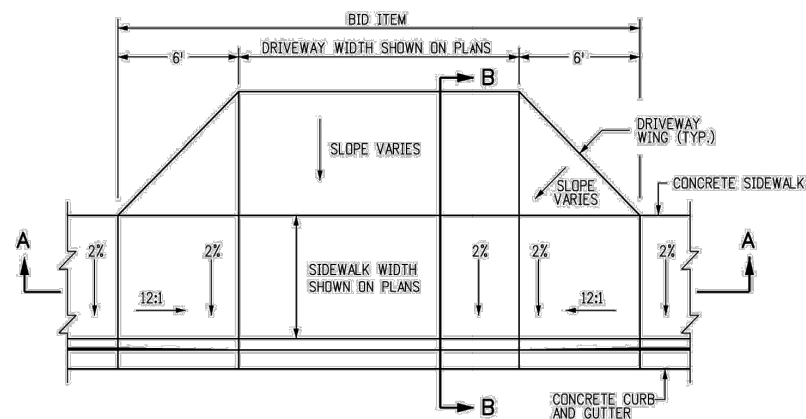
Sheet Number:  
**18**  
 Of:  
 27



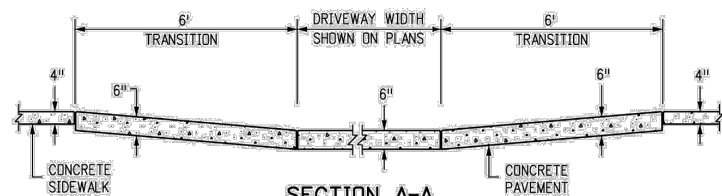
- NOTES**
1. DRAINAGE STRUCTURES, TRAFFIC SIGNAL EQUIPMENT, JUNCTION BOXES, AND OTHER OBSTRUCTIONS SHOULD NOT BE PLACED IN FRONT OF THE DRIVEWAY RAMP ACCESS AREAS.
  2. FOR THE CURB AND GUTTER SHOWN, SEE PLANS FOR CURB TYPE.
  3. RAMP SLOPES SHALL BE 12:1 OR FLATTER.
  4. CONSTRUCTION OF THE CONCRETE PEDESTRIAN CURB SHALL BE INCLUDED IN THE BID PRICE OF THE CONCRETE PAVEMENT.

<b>Computer File Information</b>		<b>Sheet Revisions</b>		<b>Colorado Department of Transportation</b> 2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 <b>Project Development Branch</b>	<b>CURB, GUTTERS, AND SIDEWALKS</b> Issued by the Project Development Branch: July 31, 2019	<b>STANDARD PLAN NO.</b>	
Creation Date: 07/31/19	Designer Initials: JBK	Date:	Comments:			M-609-1	Standard Sheet No. 3 of 4
Last Modification Date: 07/31/19	Detailer Initials: LTA					Project Sheet Number:	
CAD Ver.: MicroStation VB	Scale: Not to Scale	Units: English					

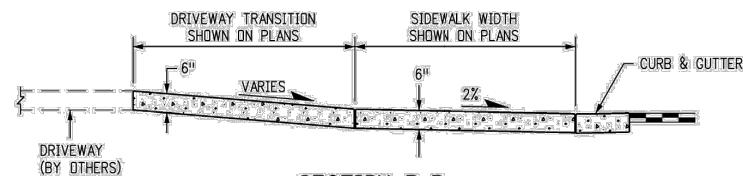
<b>Computer File Information</b>		<b>Sheet Revisions</b>			<b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	<b>PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT</b> 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400	<b>SEWER REPLACEMENT</b>		Sheet Number: <b>19</b> Of: 27
Print Date:	Drawing File Name:	Rev.	Date	Comments			Init.	<b>LOMA ST AND FLORIDA ST</b>	
Project No.:		1				<b>DETAILS (6)</b>			



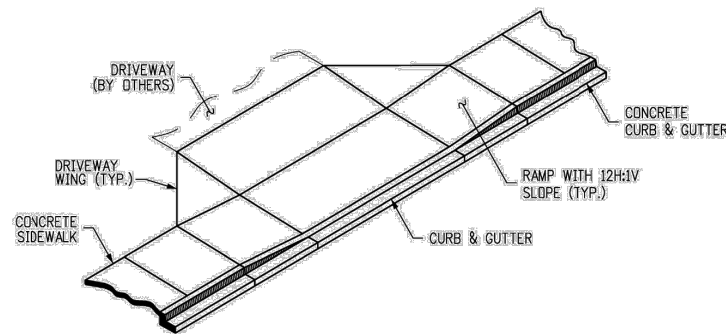
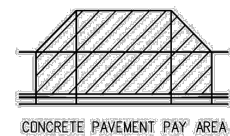
**CONCRETE DRIVEWAY ENTRANCE TYPE 3**



**SECTION A-A**



**SECTION B-B**



**TYPE 3 ISOMETRIC VIEW**

**NOTES**

1. DRAINAGE STRUCTURES, TRAFFIC SIGNAL EQUIPMENT, JUNCTION BOXES, AND OTHER OBSTRUCTIONS SHOULD NOT BE PLACED IN FRONT OF THE DRIVEWAY RAMP ACCESS AREAS.
2. FOR THE CURB AND GUTTER SHOWN, SEE PLANS FOR CURB TYPE.
3. RAMP SLOPES SHALL BE 12:1 OR FLATTER.

Computer File Information	
Creation Date:	07/31/19
Designer Initials:	JBK
Last Modification Date:	07/31/19
Detailer Initials:	LTA
CAD Ver.:	MicroStation V8 Scale: Not to Scale Units: English

Sheet Revisions	
Date:	Comments
(R-X)	
(R-X)	
(R-X)	
(R-X)	

Colorado Department of Transportation  
 2829 West Howard Place  
 CDDT HQ, 3rd Floor  
 Denver, CO 80204  
 Phone: 303-757-9021 FAX: 303-757-9868  
**Project Development Branch**      **JBK**

**CURB, GUTTERS, AND SIDEWALKS**  
 Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO. M-609-1
Standard Sheet No. 4 of 4
Project Sheet Numbers:

Computer File Information	
Print Date:	
Drawing File Name:	
Project No.:	

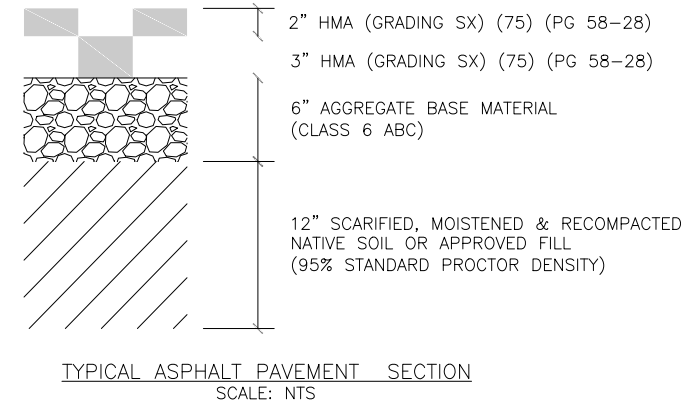
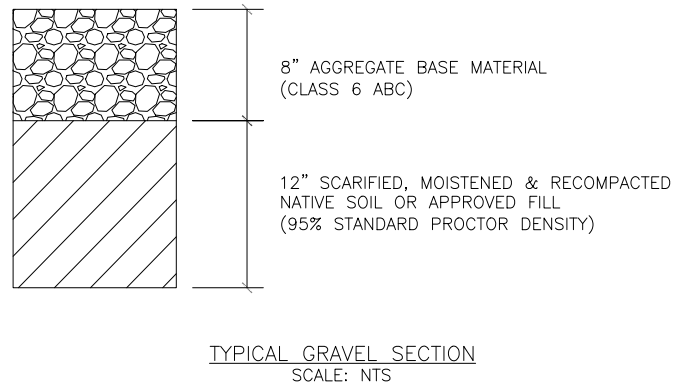
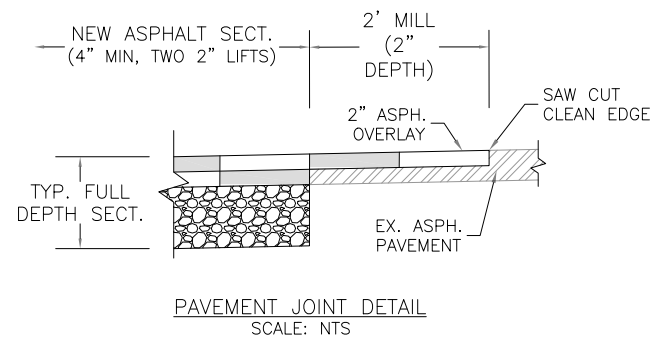
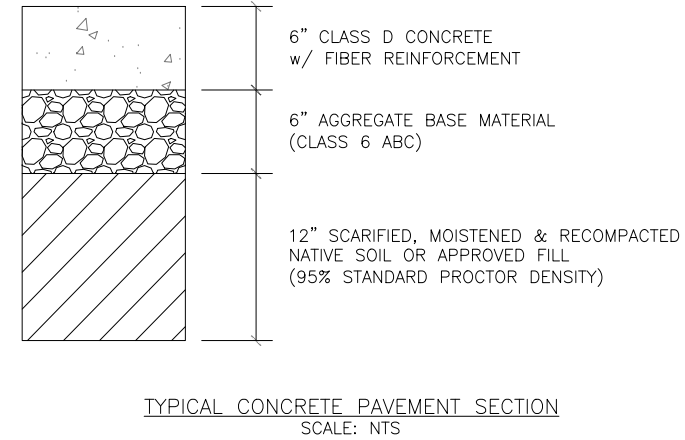
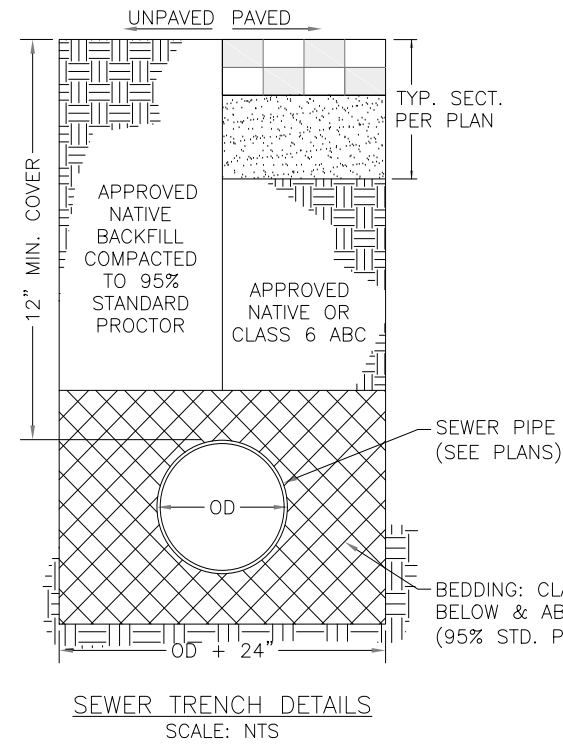
Sheet Revisions			
Rev.	Date	Comments	Init.
1			
2			

**ROARING FORK ENGINEERING**  
 592 HIGHWAY 133  
 CARBONDALE, CO 81623  
 PH: (970) 340-4130

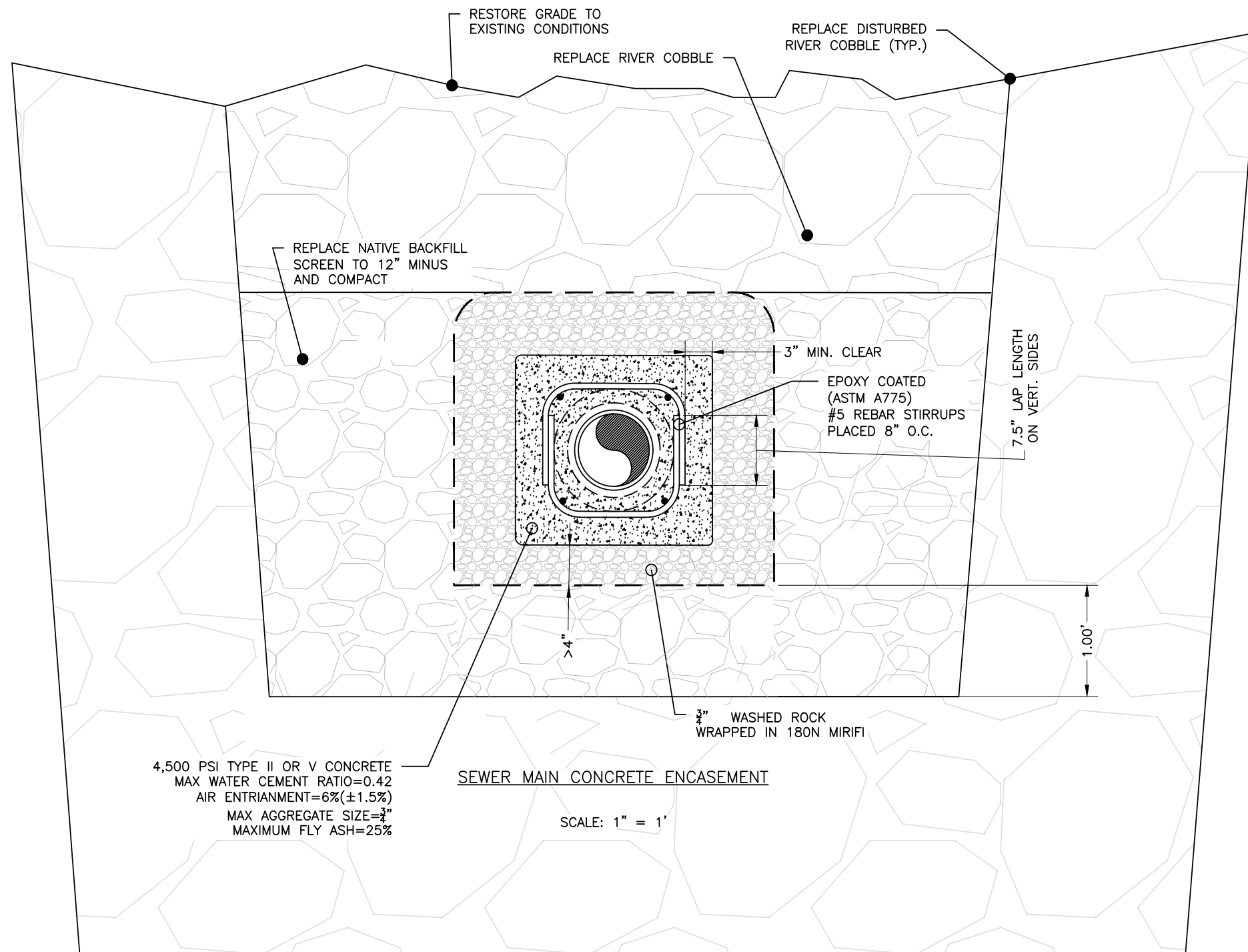
PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT  
 551 HOT SPRINGS BLVD.  
 PAGOSA SPRINGS, CO 81147  
 PH: 970-264-4151 X400

SEWER REPLACEMENT  
 LOMA ST AND FLORIDA ST  
 DETAILS (7)  
 Engineer: MKM      Drawn By: ETM

Sheet Number:	20
Of:	27

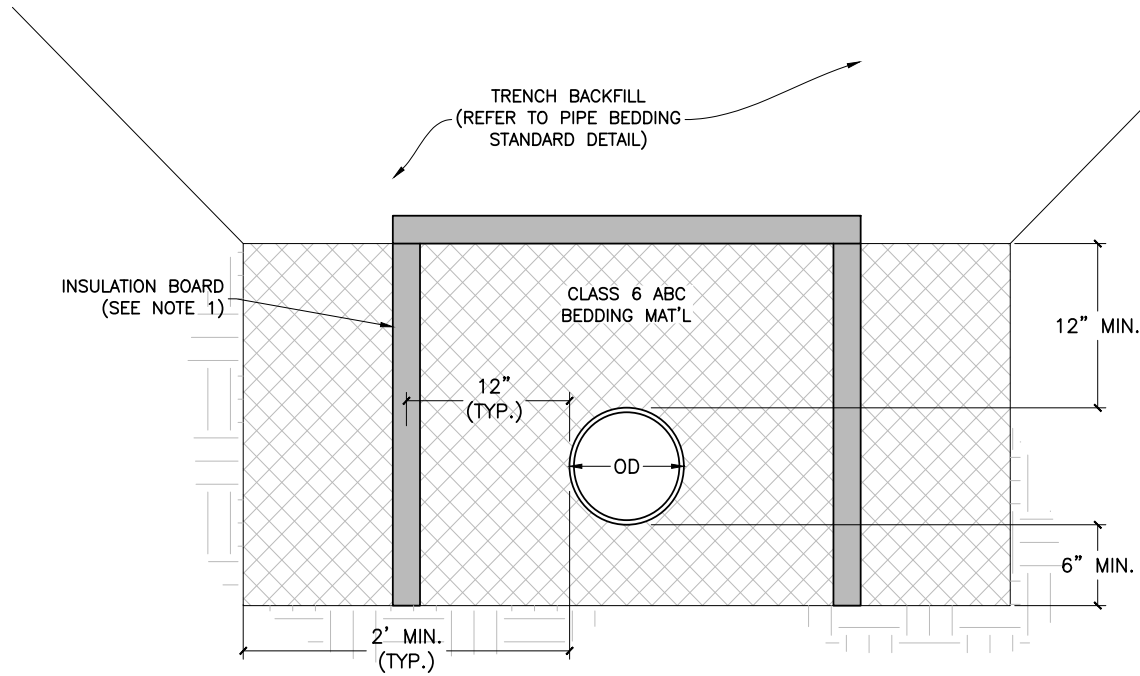


Computer File Information		Sheet Revisions			 <b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400		<b>SEWER REPLACEMENT</b>		Sheet Number:	
Print Date:	Rev.	Date	Comments	Init.				<b>LOMA ST AND FLORIDA ST</b>			<b>21</b>
Drawing File Name:	1							DETAILS (8)			Of:
Project No.:	2							Engineer: MKM	Drawn By: ETM		27



NOTE: THIS IS THE STANDARD DETAIL. APPLIES ONLY TO THE MCCABE CROSSING FROM STA 11+75 TO 12+22.

Computer File Information		Sheet Revisions			 <b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400	 <b>TOWN OF PAGOSA SPRINGS</b> COLORADO	SEWER REPLACEMENT LOMA ST AND FLORIDA ST DETAILS (9)		Sheet Number:	
Print Date:		Rev.	Date	Comments				Init.			22
Drawing File Name:		1									Of:
Project No.:		2						Engineer: MKM	Drawn By: ETM		

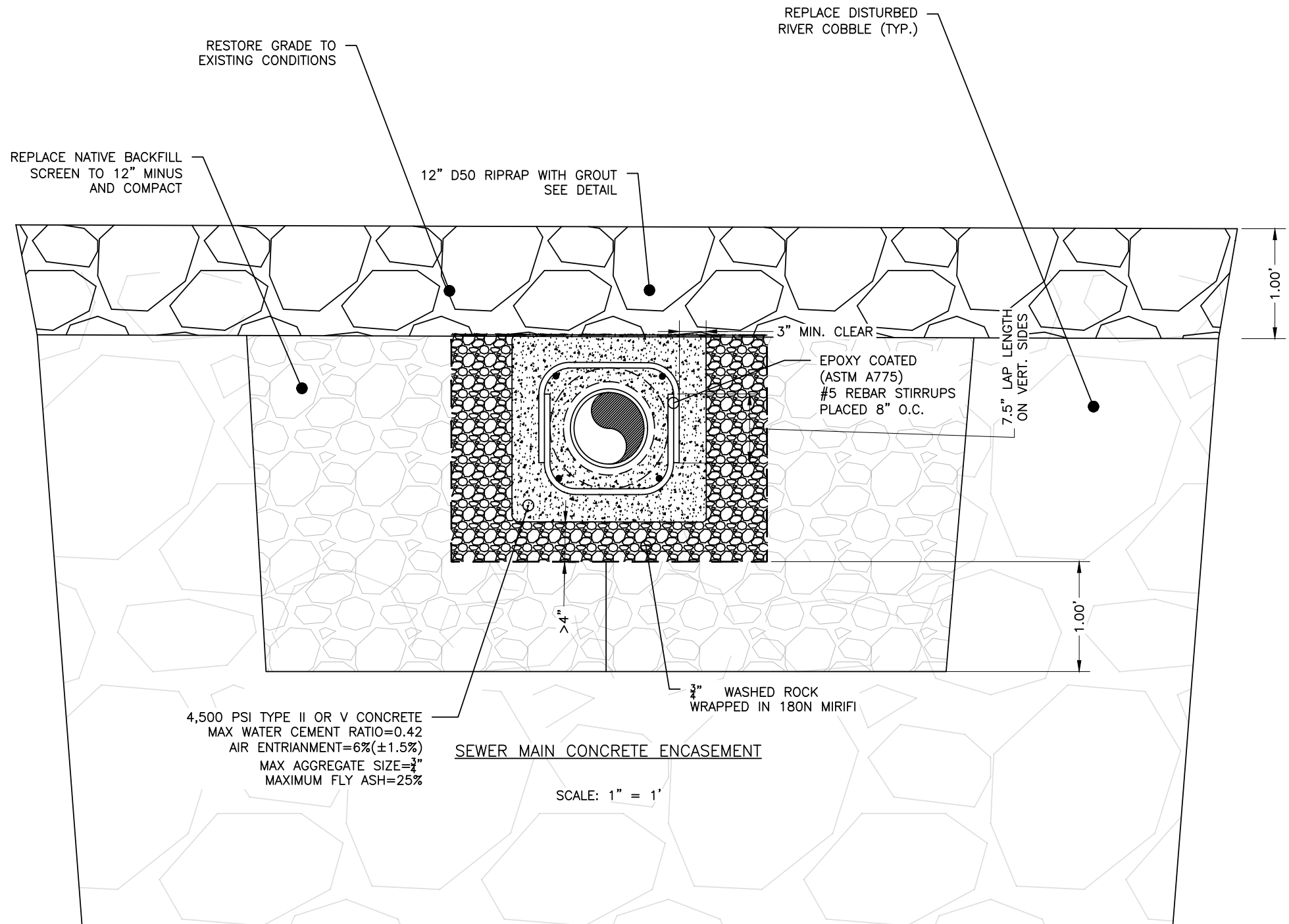


TYPICAL PIPE INSULATION DETAIL  
SCALE: NTS

**NOTES:**

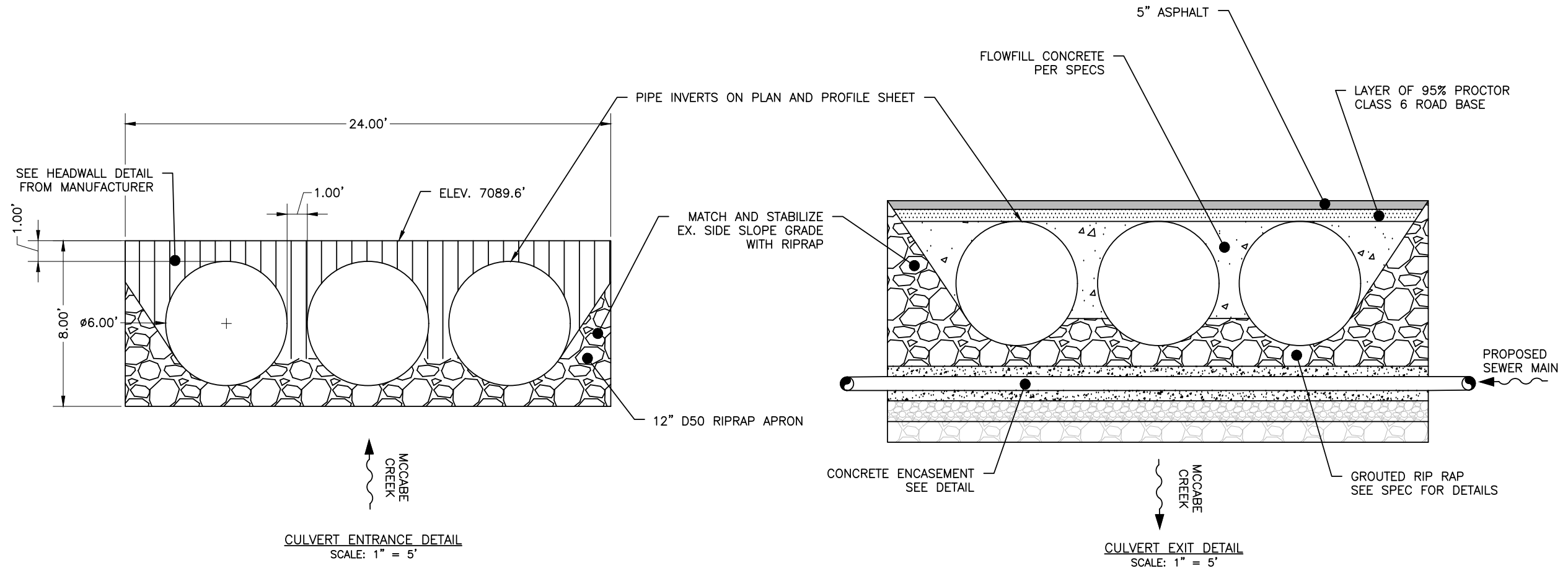
1. INSULATION BOARD SHALL BE EXTRUDED POLYSTYRENE FOAM INSULATION BOARD HAVING A MINIMUM COMPRESSIVE STRENGTH OF 60 PSI AND A MINIMUM THICKNESS OF 2 INCHES.
2. INSULATION THICKNESS SHALL BE ONE INCH FOR EVERY FOOT OF COVER THAT CANNOT BE MET, HOWEVER, MINIMUM THICKNESS IS 2 INCHES.
3. REFER TO TYPICAL TRENCH DETAIL FOR REQUIREMENTS FOR BEDDING, BACKFILL, TRACER WIRE, ETC.

Computer File Information		Sheet Revisions			 <b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	<b>PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT</b> 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400		<b>SEWER REPLACEMENT LOMA ST AND FLORIDA ST</b>		Sheet Number:
Print Date:	Rev.	Date	Comments	Init.				DETAILS (10)		23
Drawing File Name:	1									Of:
Project No.:	2							Engineer: MKM	Drawn By: ETM	27



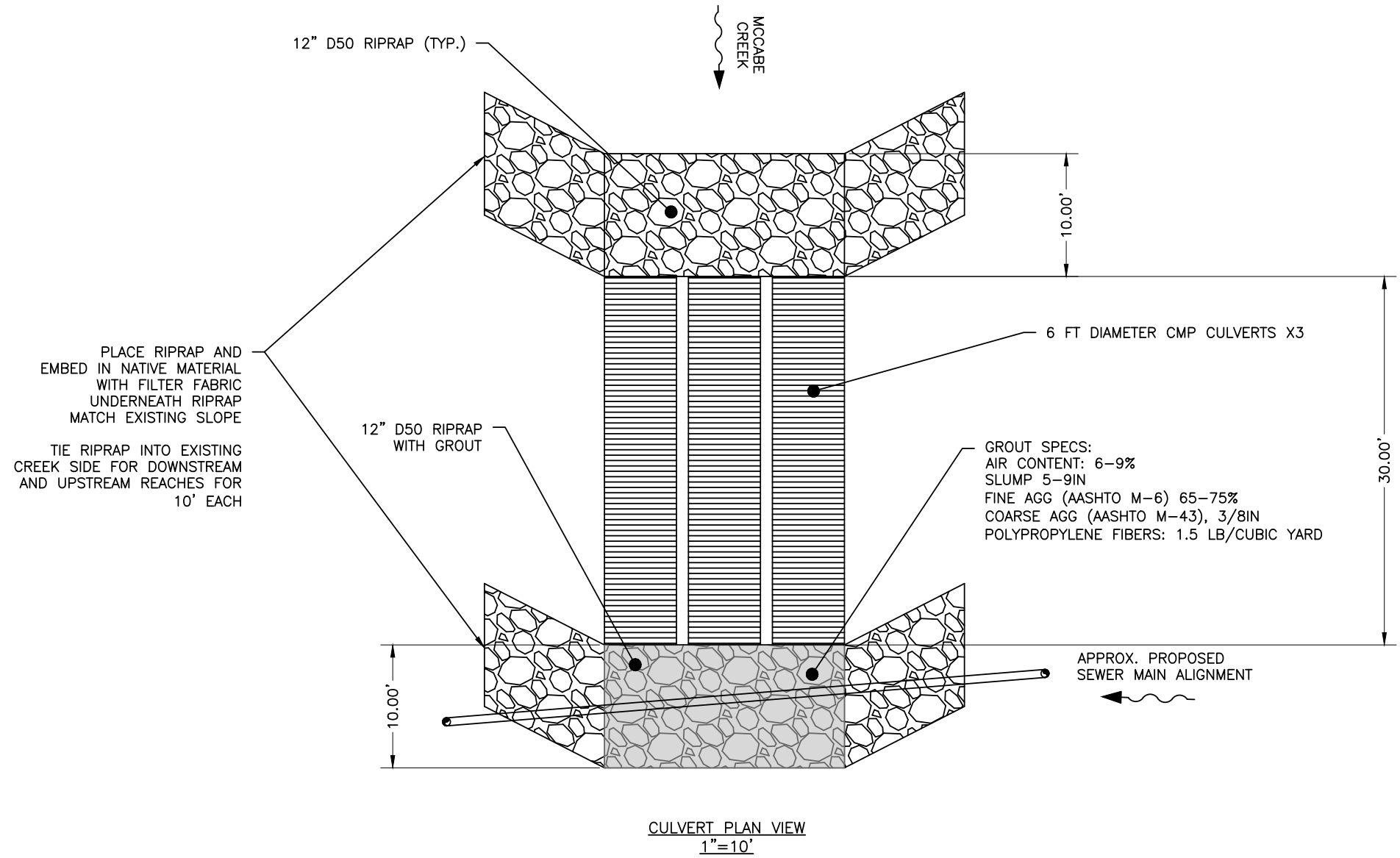
NOTE: MODIFIED DETAIL. APPLIES TO SEWER CROSSING AT STA 9+24 TO STA 10+02.

Computer File Information		Sheet Revisions			 <b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	<b>PAGOSA SPRINGS</b> SANITATION GENERAL IMPROVEMENT DISTRICT 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400	 <b>TOWN OF PAGOSA SPRINGS</b> COLORADO	<b>SEWER REPLACEMENT</b> <b>LOMA ST AND FLORIDA ST</b> DETAILS (11)		Sheet Number:
Print Date:		Rev.	Date	Comments				Init.	Engineer: MKM	Drawn By: ETM
Drawing File Name:		1							Of:	
Project No.:		2							27	

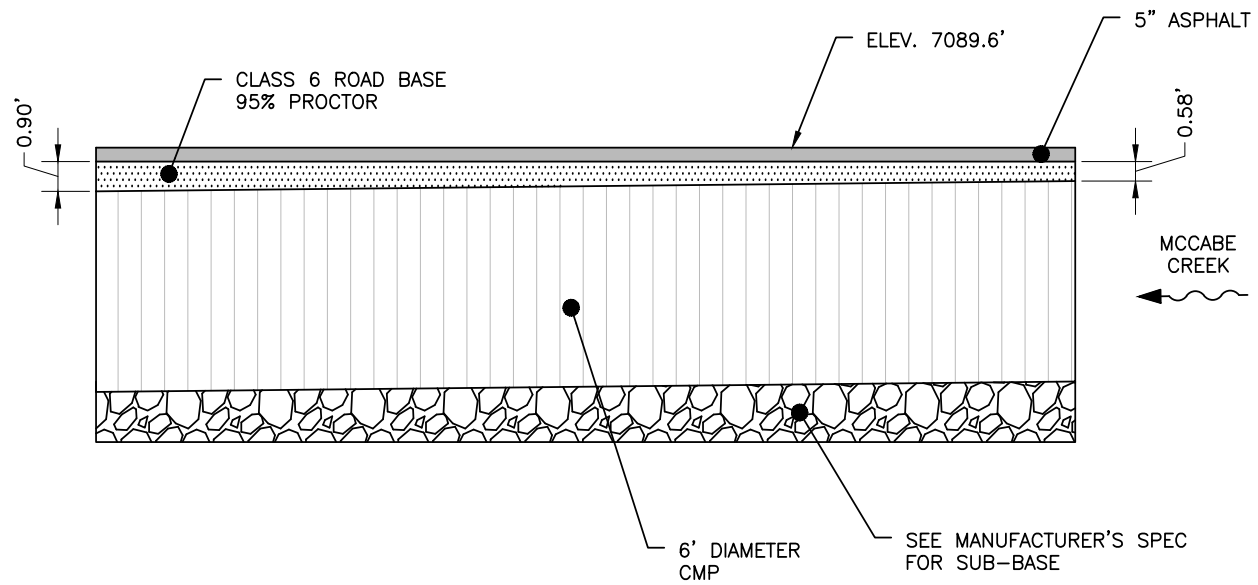


NOTE: EROSION CONTROL MEASURES TO BE ADDED.  
ADD SEED MAT AND RESEED PER TOWN REGULATIONS  
ON EMBANKMENT

Computer File Information		Sheet Revisions			 <b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	<b>PAGOSA SPRINGS</b> SANITATION GENERAL IMPROVEMENT DISTRICT 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400	 <b>TOWN OF PAGOSA SPRINGS</b> COLORADO	<b>SEWER REPLACEMENT</b> <b>LOMA ST AND FLORIDA ST</b> DETAILS (12)		Sheet Number:
Print Date:		Rev.	Date	Comments				Init.	Engineer: MKM	Drawn By: ETM
Drawing File Name:		1						Of:	27	
Project No.:		2								



Computer File Information		Sheet Revisions			 <p><b>ROARING FORK ENGINEERING</b>          592 HIGHWAY 133          CARBONDALE, CO 81623          PH: (970) 340-4130</p>	<p>PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT</p> <p>551 HOT SPRINGS BLVD.          PAGOSA SPRINGS, CO 81147          PH: 970-264-4151 X400</p> 	<p>SEWER REPLACEMENT          LOMA ST AND FLORIDA ST          DETAILS (13)</p>		Sheet Number:	
Print Date:	Rev.	Date	Comments	Init.					26	Of:
Drawing File Name:	1						27			
Project No.:	2									
						Engineer: MKM	Drawn By: ETM			



CULVERT LONGITUDINAL PROFILE VIEW  
1"=5'

Computer File Information		Sheet Revisions			 <b>ROARING FORK ENGINEERING</b> 592 HIGHWAY 133 CARBONDALE, CO 81623 PH: (970) 340-4130	<b>PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT</b> 551 HOT SPRINGS BLVD. PAGOSA SPRINGS, CO 81147 PH: 970-264-4151 X400		SEWER REPLACEMENT LOMA ST AND FLORIDA ST DETAILS (14)		Sheet Number:
Print Date:		Rev.	Date	Comments				Init.	Engineer: MKM	Drawn By: ETM
Drawing File Name:		1							Of:	
Project No.:		2							27	



**AGENDA BRIEF**

**MEETING:** Town of Pagosa Springs Sanitation General Improvement District - 02 Sep 2025  
**FROM:** Karl Johnson, Public Works Director

---

<b>PROJECT:</b>	Resolution 2025-02, Ruby M Sisson Public Library Capital Investment Fee Waiver Request.
<b>ACTION:</b>	Council action or information

---

**PURPOSE/BACKGROUND:**

The Upper San Juan Library District has submitted a request, attached, for the exemption of an increase in Capital Investment Fees (CIF) for their remodel and expansion project.

The total cost of their project is approximately \$5.1 mil with the building structure improvements at approximately \$3.5 mil. The associated Capital Investment Fee increase is based on a re-evaluation of the fixture count increase with the remodel and expansion. The increase is from 1EU to 2 EUs resulting in a charge of \$6520. The GID Board approved revised Rules and Regulations in March of 2021. Included in the Rules is section 1.12 Variances, which reserves the right of the District to waive or modify the provision of the PSSGID Rules and Regulations at its sole discretion. The Library has requested a waiver for the CIF increase. The Library has broken ground for this project.

**ATTACHMENTS:**

- [Res 2025-02 Fee Waivers for 811 San Juan St. GID](#)
- [Ruby M Sisson PSSGID Waiver Letter](#)
- [Library Remodel App A](#)

**FISCAL IMPACT:**

Waiver of an addition capital investment fee (\$6520 that the District would not collect). Fees are suggested to be reimbursed by the Town's General Fund.

**TOWN COUNCIL GOALS & OBJECTIVES:**

Continued partnership with successful community organizations.

**RECOMMENDATIONS:**

1. Move to approve Resolution 2025-02, granting a CIF waiver for the Upper San Juan Library District.
2. Move to deny Resolution 2025-02.
3. Provide direction to staff and/or applicant.

**PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT  
DISTRICT**

**RESOLUTION 2025-02**

**A RESOLUTION OF THE PAGOSA SPRINGS SANITATION  
GENERAL IMPROVEMENT DISTRICT GRANTING A WAIVER  
OF SANITATION CAPITAL INVESTMENT FEES**

WHEREAS, the Pagosa Springs Sanitation General Improvement District (“District”) is a public or quasi-municipal subdivision of the state and body corporate established by the Town of Pagosa Springs, Colorado (the “Town”) pursuant to the provisions in C.R.S. §§ 31-25-601 et seq., that provides sanitation services to the Town’s residents and those near the Town; and

WHEREAS, the Board of Directors of the District (“Board”) adopted the Amended and Restated Rules and Regulations of the District on March 18, 2021 (“Rules and Regulations”); and

WHEREAS, the Rules and Regulations allow for the waiver of capital investment fees for projects involving workforce housing; and

WHEREAS, Upper San Juan Library District has made a request to the Board for waiver of capital investment fees on the substantial renovations to their existing Library facility located at 811 San Juan Street, hereinafter referred to the "Project"; and

WHEREAS, the estimated capital investment fees are \$6,520.00 based on the district’s fee schedule; and

WHEREAS, the estimated capital investment fee increase for an additional EU estimated at \$6,520.00 based on a re-evaluation of PSSGID form Appendix A, to be paid by the Town of Pagosa Springs General Fund to the Pagosa Springs Sanitation General Improvement District.

WHEREAS, the Town Council considers the Library expansion and remodeling project to be beneficial and necessary for the residents and visitors of the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE PAGOSA  
SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT, THAT:**

1. The Board of Directors hereby waives the collection of capital investment fees, estimated at up to \$6,520.00.
2. The Board of Directors recommends the payment of up to \$6,520.00 to the Pagosa Springs Sanitation General Improvement District for the project’s sanitation Capital Investment Fees from the Town of Pagosa Springs General Fund.

Pagosa Springs Sanitation General Improvement District  
Resolution 2025-02  
Page 2

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY THE BOARD OF PAGOSA  
SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT, BY A VOTE OF  
\_\_\_\_\_ IN FAVOR, \_\_\_\_\_ AGAINST.

PAGOSA SPRINGS SANITATION  
GENERAL IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
Shari Pierce, President

ATTEST:

By: \_\_\_\_\_  
April Hessman, Town Clerk



811 San Juan St  
PO Box 849  
Pagosa Springs, CO 81147

LIBRARY BOARD

Andrea Cox, President  
Katie Cloudman, Vice President  
David Hamilton, Treasurer  
Marcie Taylor, Secretary  
Sherry Spears  
Gayle Dixon  
Al Northup

Pagosa Springs Sanitation General Improvement District  
550 Pirate Drive  
P.O. Box 1859  
Pagosa Springs, CO 81147

August 7, 2025

Dear PSSGID Board of Directors,

On behalf of the Board of Trustees of the Upper San Juan Library District, Ruby Sisson Library, I am writing to request an exemption from the Multi-Dwelling Account Fees associated with the 2025-2026 expansion and remodel of the Ruby Sisson Library calculated at \$6,520.

The Library Foundation and the Library District staff have been fundraising for this project for the past four years and are still working hard to reach our full funding goal as construction begins this month. We still need to raise \$800,000 to complete all three phases of this project. An exemption from this fee will be an enormous help to us as we strive to pay for our construction costs.

All funds for this project are either private or DOLA funds generated from fees associated with oil and gas development. No taxes have been levied for this project and we would very much like to avoid taxation. The Town of Pagosa has generously waived over \$20,000 in building permit and inspection fees in support of this project and we are asking your board to do the same.

A newly expanded and remodeled library will provide great community benefits for many years to come. We appreciate your consideration of our request.

Sincerely,

A handwritten signature in black ink that reads "Barbara Brattin". The signature is written in a cursive style.

Barbara Brattin  
Library Director



Instructions for completion of the PSSGID Multi-Dwelling & Commercial Worksheet

**Matrix to Determine Sewer Demand**  
Complete the columns of the matrix on page 1 by supplying the quantity and type of fixtures. Accuracy of the fixture count is necessary to determine the appropriate Equivalent Units.

**Multi-Dwelling Use**  
Applies to duplexes, apartments, condos, townhomes, or otherwise determined by PSSGID. The first living unit is 1 EU and each additional one is a 1/2 EU. Each building is assessed separately, the 1st ADU does not result in a change in EU's

**Commercial/Recreational Use**  
Applies to business, commercial, industrial, and assembly occupancies. Included are the public and common areas in hotels, restaurants, schools, churches, multi-unit housing, or otherwise determined by PSSGID.  
RV Spot = .5 EU's    Developed Camping Spot = .2 EU's    Car Wash Bay = 2 EU's

**GPM (Gallons per Minute)**  
Drainage water sources that are not listed will be assigned a fixture unit count based upon the Colorado Plumbing Code section 709. Drainage fixture unit values for semicontinuous flow into a drainage system shall be computed using the Colorado Plumbing code.

**\* Shower (total flow rate through showerheads and body)**

Flow Rate:	FUM:
5.7 gpm or less	2
Greater than 5.7 gpm to 12.3 gpm	3
Greater than 12.3 gpm to 25.8 gpm	5
Greater than 25.8 gpm to 55.6 gpm	6

**Basis of Calculation**  
The PSSGID relies on the Colorado Plumbing Code as adopted by the State Plumbing Board to determine Fixture Unit Multipliers. This form is using the current Colorado Plumbing Code's Table 709.1 as adopted by the State Plumbing Board of Colorado to determine DFUs.

**Hotel/Motel**  
Each lodging room is a 1/2 EU. FU Worksheet determines the commercial (non-lodging) portion. The total combined EU's determine the assessments.

**Mixed-Use**  
The first living unit is 1 EU and each additional one is a 1/2 EU. FU Worksheet determines the commercial portion. Each building in a development is assessed separately. The total combined EU's determine the assessments.

2025 MULTI-DWELLING ACCOUNT FEES

This section to be completed by PSSGID staff

Drainage Equivalent Units and Monthly Rate		
Fixture Unit Count	# EU's	Monthly Rate
0 - 30	1	\$ 71.25
30.5-70	2	\$142.50
70.5-150	3	\$213.75
150.5-240	4	\$285.00
240.5-340	5	\$356.25
340.5-450	6	\$427.50
450.5-570	7	\$498.75
570.5-700	8	\$570.00
700.5-840	9	\$641.25
840.5-1000	10	\$712.50
> 1000	+1EU per 180 FU	

DFU Total (from pg.1)	64
EU Count (See table at left based on DFU above)	2
Acct Current EU (if applicable)	1
Calculated EU's Based On Categories Above (Hotel/Motel, Multi-Dwelling, Mixed Use)	
EU Waived by Town Council/PSSGID (if applicable)	
Total EU's to be Charged:	2
\$450 Inspection Fee and Sewer Tap Parts Fee:	N/A
Capital Investment Fee: (\$6,520 x EU's)	6,520
Monthly Sewer Rate Based on DFU Total (See Table at Left)	142.50
Total Due to Connect:	6,520

Updated 12/2024

NOTES / COMMENTS:  
 Buildings permits approved, to be issued, however, Certificate of Occupancy will not be issued until CIF is paid

Staff Approval: *Karl R. John*      Date: *8/5/25*

PLEASE NOTE: FEE SCHEDULES ARE SUBJECT TO CHANGE