



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE**

**MONDAY, FEBRUARY 12, 2024
7:00 PM**

Individuals Requiring Special Accommodations Should Notify the City's ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.

- A. CALL TO ORDER** President Mark Aliff
- B. INVOCATION** Pastor Steve Cornella, Pueblo Christian Center
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
- F. PUBLIC FORUM**
- G. COUNCIL MEMBER AND MAYOR COMMENTARY**
- H. REVIEW OF AGENDA**

I. APPROVAL OF AGENDA

Motion to Amend the Agenda or Motion to Approve the Agenda as distributed.

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated January 22, 2024, as distributed.

J1 City Council Meeting Minutes 012224

K. CONSENT AGENDA

All items listed in this portion of the agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilperson so requests; in which event, the item will be removed from the Consent Agenda and considered under the Regular Agenda. Unless otherwise indicated, titles are self-explanatory.

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission Regular Meeting for 12/13/2023

M. RESOLUTIONS

- M1 A Resolution awarding a construction contract in the amount of \$1,482,745.80 to Tony J Beltramo & Sons, Inc., for Project No. 24-002, Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25), setting forth \$345,900.20 for contingencies, and authorizing the Purchasing Agent to execute same
- M2 A Resolution ratifying an emergency construction contract in the amount of \$444,876 with Evoqua Water Technology, LLC. for the Emergency Dissolved Air Floatation Thickener (DAFT) repair, Project No. 23A-043 (WWAN04) at the James R. Dilorio Water Reclamation Facility and approving the purchasing agent's execution of the same.
- M3 A Resolution authorizing payment of one hundred eighty thousand dollars (\$180,000) from Project No. CI2113 - American Rescue Plan Act, for the purposes of purchasing the property known as 2701 East 12th Street, Pueblo, CO, performing certain property boundary changes, performing certain improvements, and authorizing the Mayor to execute any required documents, as authorized by Section 603 (a) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35
- M4 A Resolution awarding an agreement for Professional Engineering Services in the amount of \$179,386.00 to Dibble & Associates Consulting Engineers, Inc., an Arizona Corporation, for Project No. 23-076 Design of Lake and Orman Roundabout and authorizing the Purchasing Agent to execute same
- M5 A Resolution authorizing payment of one hundred and fifty thousand dollars (\$150,000) from Project No. CI2113 – American Rescue Plan Act, for the purposes of information technology cybersecurity and network infrastructure for the Real-Time Crime Center, as authorized by Section 603 (a) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35
- M6 A Resolution awarding an agreement for Professional Engineering Services in the amount of \$129,364.00 to Dibble & Associates Consulting Engineers, Inc., an Arizona Corporation, for Project No. 23-052 Design of Intersection Improvements at Jerry Murphy Road and Chinook Lane and authorizing the Purchasing Agent to execute same
- M7 A Resolution ratifying an emergency construction contract in the amount of \$12,671.92 with Parker Excavating, Inc. for Emergency Sanitary sewer point repair at 624 E. 4th St, Project No. 20-059 (WWAN03) and approving the Purchasing Agent's execution of the same.
- M8 A Resolution ratifying an emergency construction contract in the amount of \$9,379.65 with Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 2105 Ridgewood Ln, Project No. 20-059 (WWAN03) and approving the purchasing agent's execution of the same.
- M9 A Resolution awarding Amendment No. 1 to a construction contract in the amount of \$8,201.60 to Impact Industrial Services, LLC., a Colorado Limited Liability Company for Project No. 23-109, Abate and Demolish - 718 West 4th Street (CDBG), and authorizing the Purchasing Agent to execute same
- M10 A Resolution approving acceptance of \$8,203.50 for the reimbursement of expenses from Health Solutions of Pueblo, a non-profit organization, relating to the delivery of services via the Solutions Outreach Services Team (SOS Team), and depositing these funds into the general fund
- M11 A Resolution ratifying an emergency construction contract in the amount of \$7,488.22 with Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 2517 Winnipeg St, Project No. 20-059 (WWAN03) and approving the purchasing agent's execution of the same.

- M12 A Resolution transferring \$6,000.00 from Project No. CD1911 into Project No. CD2111 for the demolition of The Albany Building, Bid No. 23-142.
- M13 A Resolution approving an Easement Agreement for Beckwood Park between the City of Pueblo, A Colorado Municipal Corporation, and Black Hills Energy for the Installation of an Underground Distribution Line
- M14 A Resolution preliminarily determining that the petition for the annexation of the 8.018-acre area commonly known as the First Addition to Villa Bella Annexation, is valid under the provisions of Colorado revised statutes sections 31-12-104(1)(a) and 31-12-107(1), tabling final action on the petition for a period of not more than 180 days, and referring the petition to the Planning and Zoning Commission for review and recommendation
- M15 A Resolution preliminarily determining that the petition for the annexation of the 10.094-acre area commonly known as the Second Addition to Villa Bella Annexation, is valid under the provisions of Colorado revised statutes sections 31-12-104(1)(a) and 31-12-107(1), tabling final action on the petition for a period of not more than 180 days, and referring the petition to the Planning and Zoning Commission for review and recommendation
- M16 A Resolution preliminarily determining that the petition for the annexation of the 79.637-acre area commonly known as the Third addition to Villa Bella Annexation, is valid under the provisions of Colorado revised statutes sections 31-12-104(1)(a) and 31-12-107(1), tabling final action on the petition for a period of not more than 180 days, and referring the petition to the Planning and Zoning Commission for review and recommendation
- M17 A Resolution authorizing the issuance of a Revocable Permit (REV-23-48) to Fuel & Iron Master Tenant, LLC, for the purpose of installing a planter to enhance the streetscape on the sidewalk adjacent to B Street and the Fuel & Iron Parking Lot
- M18 A Resolution authorizing the issuance of a Revocable Permit (REV-24-1) to Posada for the purpose of constructing a six-foot-high wrought iron fence along the existing sidewalk within the public right-of-way on the east side of Lake Avenue and on the south side of Indiana Avenue adjacent to the property at 2024 Lake Ave
- M19 A Resolution confirming the appointment by the Mayor of Dylan Goodman and Mike Wakefield to complete a four-year term expiring June 30, 2027 on the Pueblo Energy Advisory Commission
- M20 A Resolution confirming the appointment by the Mayor of David Roscover to complete a three-year term expiring November 1, 2026 on the Pueblo Streetscape Advisory Committee
- M21 A Resolution confirming the appointment by the Mayor of Steve Nawrocki, Garrison Ortiz, and Jim Valenzuela to the Pueblo Urban Renewal Authority Board
- M22 A Resolution confirming the appointment of Council Members to various boards and commissions for the year 2024
- M23 A Resolution confirming the appointment by the Mayor of Reah Santangelo, Darena Herschler, Rosella Parra, Stephany Costanze, Aaron Lucero, Andrea Naglich, Bret Stewart, Selena Gomez-Ruiz, and Yanera McCulley to the Your Idea Your Neighborhood Review Committee expiring December 31, 2024.
- M24 A Resolution confirming the appointment of Steven 'Chris' Noeller to the Position of Deputy Mayor
- M25 A Resolution ratifying PACOG's joint appointment of Russell Giffing to the Pueblo Regional Building – Plumbing Board of Appeals as Journeyman

- M26 A Resolution ratifying PACOG's joint appointment of Robert Barr to the Fountain Creek Watershed Flood Control and Greenway District Board
- M27 A Resolution ratifying PACOG's joint appointment of Alva Claussen to the Community Services Advisory Committee (CSAC)
- M28 A Resolution ratifying PACOG's joint appointment of Brandon Martin, Andrea Naglich, Sol Sandoval Tafoya, and Callico Vargas to the Pueblo Human Relations Commission and ratifying the reappointment of Riya Singh to the Pueblo Human Relations Commission - Youth Position
- M29 A Resolution approving an agreement between the City of Pueblo, A Colorado Municipal Corporation, and Brown and Caldwell, Inc., to provide engineering services for the Pueblo Wastewater department and authorizing the Mayor to execute same.

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving a Deposit Agreement between Jordan Engineering, LLC., a New Mexico limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, relating to the collection of a deposit for the installation of public improvements and authorizing execution thereof by the Mayor
- N2 An Ordinance establishing Project No. CI2423 - Energy Performance Contract Audit, budgeting and appropriating \$125,000.00 from the unappropriated fund balance of the General Fund for said project, and approving a Memorandum of Understanding between the State of Colorado by and through the Colorado Energy Office and the City of Pueblo, and authorizing the Mayor to execute same
- N3 An Ordinance accepting funds in the amount of \$65,000.00 from Goodwin Knight, LLC satisfying developer's obligation with respect to installation of traffic control improvements at the intersection of Parker Boulevard and Spaulding Avenue, a condition of the "East of Pueblo Boulevard and South of Tuxedo Boulevard" Annexation Agreement dated May 25, 2001 and approved under Ordinance No. 6688; establishing Project No. CI2425 - Traffic Control Improvements at Parker and Spaulding; and budgeting and appropriating \$65,000.00 into said account
- N4 An Ordinance approving a Trail License Agreement and a License to Cross between the State of Colorado by and through the Colorado Department of Transportation and the City of Pueblo, a Colorado Municipal Corporation, related to the operation and maintenance of trail improvements to be installed as part of CDOT's project to reconstruct the I-25/US-50B interchange, and authorizing execution thereof by the Mayor
- N5 An Ordinance approving a cooperation agreement between The City of Pueblo, a Colorado Municipal Corporation, and The County of Pueblo relating to the administration of Tenant Based Rental Assistance in accordance with the Federal Home Investment Partnerships Program requirements and authorizing the Mayor to execute same
- N6 An Ordinance establishing Project No. HO2470, Tenant Based Rental Assistance Project, transferring \$75,000.00 from Project No. HO2150, \$25,000.00 from Project No. HO2260, \$66,978.83 from Project No. HO2130, and accepting \$22,326.17 from The County of Pueblo, budgeting and appropriating funds in the amount of \$189,305.00, and authorizing the Mayor to execute same
- N7 An Ordinance approving an agreement to provide Tenant Based Rental Assistance in the amount of \$189,305.00 between Posada Inc., a Colorado non-profit corporation, and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same

- N8 An Ordinance approving a Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., and the City of Pueblo, a Colorado Municipal Corporation, to prepare an environmental and cultural Documented Categorical Exclusion (CATEX) for the Taxilane Rehabilitation and New Hangar Project and authorizing the Mayor to execute same
- N9 An Ordinance approving and accepting a Colorado Division of Criminal Justice 2023 Smart Grant (State's Mission for Assistance in Recruiting and Training Grant Program) is a funding opportunity offered through the Office of Adult and Juvenile Assistance (OAJJA) for fiscal years 2024 and 2025, Award No. 2023-LE-24-12, and applicable conditions pertaining thereto, establishing project number PS2316, budgeting and appropriating funds not to exceed \$791,811.00, authorizing Mayor to execute same and related certifications, assurances, and other documents and ratifying her signature thereto
- N10 An Ordinance approving and accepting a Colorado Department of Law Division of Community Engagement Grant to support the Financial Empowerment Center for residents of the City Of Pueblo, establishing Project Number Ci2424, budgeting and appropriating funds not to exceed \$502,500.00, and authorizing the Mayor to execute same
- N11 An Ordinance budgeting and appropriating \$71,500 from the unappropriated fund balance from the General Fund and authorizing the expenditure of the same to the Mariposa Center for Safety for operational cost through June 2024
- N12 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo regarding unpaid internships, and authorizing the Mayor to execute same

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission, approve all the Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda; Setting the Public Hearings for February 26, 2024, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Pueblo Friends of the Arkansas River in the amount of \$250 to sponsor the Trout on the Routt Fundraiser
- Q2 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Pueblo Firefighter Historical Society in the amount of \$1,500 to sponsor a table at the Firefighters Ball & Awards Dinner on Saturday, March 2, 2024, at 5 pm at the Pueblo Convention Center

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving and accepting an ARPA/SLRF and State Multi Modal Option Program Funds Grant (Pueblo Vanpool), Award No. 24-HTD-ZL-00125 / 491003385, and applicable conditions pertaining thereto, between the City of Pueblo and the Colorado Department of Transportation, establishing Project No. PT2402, budgeting and appropriating funds of \$400,000.00, and ratifying the Mayor's signature on same - *Introduced January 22, 2024 by Councilor Sarah Martinez*
- R2 An Ordinance approving and accepting a United States Department of Transportation,

Federal Transit Administration Grant (areas of persistence poverty), Award No. FTA G-30, and applicable conditions pertaining thereto, between the City of Pueblo and the United States Department of Transportation, establishing Project No. PT2401, budgeting and appropriating funds of \$180,000.00, with a local match of \$20,000.00 and ratifying the Mayor's signature on same - *Introduced January 22, 2024 by Councilor Sarah Martinez*

- R3 An Ordinance approving and accepting a Colorado Department of Transportation 2024-CTE: Pueblo Transit Fleet Transition Planning Grant Award-021647, and applicable conditions pertaining thereto, between the City of Pueblo and the Colorado Department of Transportation, establishing Project No. PT2403, budgeting and appropriating \$99,000.00 with a local match of \$11,000.00, and ratifying the Mayor's signature on same - *Introduced January 22, 2024 by Councilor Sarah Martinez*
- R4 An Ordinance approving a lease agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Department of Human Services for the premises known as the Langoni Sports Complex - *Introduced January 22, 2024 by Councilor Sarah Martinez*
- R5 An Ordinance authorizing Amendment No. 19 to the agreement for Community Services Planning, Administration, and Accountability Services between The City of Pueblo, a Colorado Municipal Corporation, and The Board of County Commissioners of the County of Pueblo - *Introduced January 22, 2024 by Councilor Sarah Martinez*
- R6 An Ordinance to approve the grant agreement between the City of Pueblo and Health Colorado, Inc. for community outreach to connect community members to community resources and acceptance of \$80,000 for program project PS2402 and authorizing the Mayor to execute the same - *Introduced January 22, 2024 by Councilor Sarah Martinez*
- R7 An Ordinance approving an intergovernmental agreement (IGA) between Colorado State Patrol and the City of Pueblo relating to the use of the Pueblo Fire Department training facilities and authorizing the Mayor to execute the same - *Introduced January 22, 2024 by Councilor Sarah Martinez*
- R8 An Ordinance approving a subrecipient agreement authorizing payment in an amount of up to \$200,000 from Project CI2113 - American Rescue Plan Act to Rocky Mountain S.E.R./Jobs For Progress, INC., for equipment and related infrastructure improvements for its Empowerment Center as authorized by section 603(c)(1)(a) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 C.F.R. § 35.6 (b) (3) (ii) (a) (5) and authorizing the Mayor to execute same - *Introduced January 22, 2024 by Councilor Sarah Martinez*
- R9 An Ordinance for safe use of public property to limit public camping and prohibit temporary structures on public property within the City of Pueblo, Colorado - *Introduced January 22, 2024 by Councilor Sarah Martinez*
- R10 An Ordinance amending Chapter 10 of Title XI and Chapter 1 of Title XV of the Pueblo Municipal Code regulating commercial vehicle operations within the City - *Introduced January 22, 2024 by Councilor Sarah Martinez*

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Regina Maestri may ask to be excused from the meeting due to a potential conflict of interest with agenda item number S-1.

- S1 A Resolution awarding a construction contract in the amount of \$25,707.00 to Colorado Front Range Roofing, for Project No. 23-162, Replace Roof Membrane on Pope Block Building Generator Room, setting forth \$4,293.00 for contingencies, and authorizing the Purchasing Agent to execute same

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JANUARY 22, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:02 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Dennis Flores, Roger Gomez, Heather Graham, Joe Latino, Regina Maestri, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Chief of Staff Laura Solano, City Attorney George Hypolite, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Denise Lowman - Camping Ban
- Michael Gonzales - Camping Ban
- Jeanette Garcia/Rita - Commission diversity
- Larry Thancher - Water
- Caleb Buddington - Men's Lacross Team
- Sherrie Palmer - Camping Ban

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Council members expressed comments regarding community-related issues and events/functions they attended.

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Maestri, seconded by Councilor Gomez, moved to move items M3 and N8 to the regular agenda, to postpone items M8 and M9 to the February 12, 2024 agenda, and approve the agenda as amended.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Graham, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES JANUARY 8, 2024

Councilor Flores, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **January 08, 2024** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Graham, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

K. CONSENT AGENDA

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$115,232.01 TO WEATHERCRAFT CO., FOR PROJECT NO. 23-137, ROOF REPLACEMENT - ENGINEERING ANNEX BUILDING, SETTING FORTH \$23,046.99 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15462.

M2 A RESOLUTION AUTHORIZING PAYMENT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) FROM PROJECT NO. C12113 – AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF UPGRADING CITY COUNCIL CHAMBERS AND PRE-EVENT ROOM AUDIO VISUAL INFRASTRUCTURE, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

This Resolution was assigned as 15463.

M4 A RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PROJECT NO. 21-078 - RATE CONSULTANT FOR STORMWATER UTILITY DIVISION) DATED OCTOBER 20, 2021 TO FINANCIAL CONSULTING SOLUTIONS GROUP, INC. DBA FCS GROUP; AWARDED AMENDMENT NO. 1 IN THE AMOUNT OF \$19,567.00 TO SAID AGREEMENT; AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as 15464.

M5 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$10,201.52 WITH RUSS GRADING & EXCAVATING LLC, FOR EMERGENCY STORM SEWER POINT REPAIR AT THE INTERSECTION OF EAST 9TH STREET AND ERIE AVENUE, PROJECT NO. 23-040 (SWAN03)

AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as 15465.

M6 A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO REVOCABLE PERMIT NO. REV-23-41, ISSUED TO E.T. TECHNOLOGIES, INC. FOR THE PURPOSE OF INSTALLING GROUNDWATER MONITORING WELLS

This Resolution was assigned as 15466.

M7 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT NO. REV-23-49 TO FUEL & IRON MASTER TENANT, LLC, FOR THE USE OF PARKING SPACES ALONG B STREET AT THE CORNER OF B STREET AND S. UNION AVENUE FOR THE PURPOSE OF HOSTING A WINTER BEER FESTIVAL MOBILE AXE THROWING TRAILER

This Resolution was assigned as 15467.

M8 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF STEVE NAWROCKI, ANTHONY COLARELLI, AND MICHAEL MESSERVY TO THE PUEBLO URBAN RENEWAL AUTHORITY BOARD

This item was postponed to the February 12, 2024 agenda.

M9 A RESOLUTION CONFIRMING THE APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2024

This item was postponed to the February 12, 2024 agenda.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AND ACCEPTING AN ARPA/SLRF AND STATE MULTI MODAL OPTION PROGRAM FUNDS GRANT (PUEBLO VANPOOL), AWARD NO. 24-HTD-ZL-00125 / 491003385, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2402, BUDGETING AND APPROPRIATING FUNDS OF \$400,000.00, AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

N2 AN ORDINANCE APPROVING AND ACCEPTING A UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION GRANT (AREAS OF PERSISTENCE POVERTY), AWARD NO. FTA G-30, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2401, BUDGETING AND APPROPRIATING FUNDS \$180,000.00, WITH A LOCAL MATCH OF \$20,000.00 AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

N3 AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF TRANSPORTATION 2024-CTE: PUEBLO TRANSIT FLEET TRANSITION PLANNING GRANT AWARD-021647, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND

THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2403, BUDGETING AND APPROPRIATING \$99,000.00 WITH A LOCAL MATCH OF \$11,000.00, AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

N4 AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES FOR THE PREMISES KNOWN AS THE LANGONI SPORTS COMPLEX

N5 AN ORDINANCE AUTHORIZING AMENDMENT NO. 19 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

N6 AN ORDINANCE APPROVE THE GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND HEALTH COLORADO, INC. FOR COMMUNITY OUTREACH TO CONNECT COMMUNITY MEMBERS TO COMMUNITY RESOURCES AND ACCEPTANCE OF \$80,000 FOR PROGRAM PROJECT PS2402 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N7 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN COLORADO STATE PATROL AND THE CITY OF PUEBLO RELATING TO USE OF THE PUEBLO FIRE DEPARTMENT TRAINING FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N9 AN ORDINANCE FOR SAFE USE OF PUBLIC PROPERTY TO LIMIT PUBLIC CAMPING AND PROHIBIT TEMPORARY STRUCTURES ON PUBLIC PROPERTY WITHIN THE CITY OF PUEBLO, COLORADO

N10 AN ORDINANCE AMENDING CHAPTER 10 TO TITLE XI AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE REGULATING COMMERCIAL VEHICLE OPERATIONS WITHIN THE CITY

O. APPROVAL OF CONSENT AGENDA

M3 A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$74,000.00 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, FOR PROJECT NO. 23-143, ABATE AND DEMOLISH - 2907 2ND AVE., SETTING FORTH \$26,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This item was moved to the regular agenda.

A staff report and detailed review of the Resolution was given by Andrew Hayes, Director of Public Works.

Councilor Maestri, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Graham, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15468.

N8 AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$200,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS, INC., FOR EQUIPMENT AND RELATED INFRASTRUCTURE IMPROVEMENTS FOR ITS EMPOWERMENT CENTER AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 C.F.R. § 35.6 (B) (3) (II) (A) (5) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

This item was moved to the regular agenda.

A staff report and detailed review of the Ordinance was given by George Hypolite.

Councilor Maestri, seconded by Councilor Gomez, moved to postpone the first reading of the Ordinance to February 26, 2024.

Roll Call - **Ayes:** President Aliff, Councilor Gomez, Councilor Maestri. **Nays:** Councilor Flores, Councilor Graham, Councilor Latino, Councilor Martinez. Motion Failed 3-4.

Councilor Martinez, seconded by Councilor Flores, moved to pass the ordinance on first presentation, setting the public hearing for February 12, 2024 and order the ordinance to be published BY TITLE.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Graham, Councilor Latino, Councilor Martinez. **Nays:** Councilor Maestri. Motion Passed 6-1.

P. REGULAR AGENDA - QUASI-JUDICIAL PROCEEDINGS

P1 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 71.75 -ACRES IF A-4, AGRICULTURAL FOUR TO R-1, SINGLE FAMILY RESIDENTIAL (53.07-ACRES) AND R-2 SINGLE FAMILY RESIDENTIAL (18.05-ACRES) LOCATED IN THE WESTERN PORTION OF THE VENTANA MASTER PLAN, 2002, AND WITHIN THE PROPOSED VENTANA ESTATES OVERALL DEVELOPMENT PLAN AREA

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-23-03 dated December 13, 2023, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Nathan Bell, 445 County Road 291, Rifle, Colorado was sworn in and appeared via

- zoom to speak in favor of this ordinance as the builder
- James Robinson was sworn in and appeared in person to speak against this ordinance
- Janice Mailey, 2639 Ventana Circle was sworn in and appeared in person to speak against this ordinance
- Geri Lane, 133 Carolina Lane was sworn in and appeared in person to speak against this ordinance
- Larry Heggler, 5611 Venezia was sworn in and appeared in person to speak against this ordinance

Seeing no one else wished to speak, President Aliff closed the public hearing.

Councilor Flores, seconded by Councilor Maestri, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Graham, Councilor Latino, Councilor Maestri. **Nays:** Councilor Gomez, Councilor Martinez. Motion Passed 5-2.

This Ordinance was assigned as **10639**.

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING A TRANSFER FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE PUEBLO FOOD PROJECT IN THE AMOUNT OF \$2,000 TO SPONSOR THE SUN, SOIL, WATER AG SUMMIT ON FEBRUARY 23 - 24, 2024

A staff report and detailed review of the Resolution was given by Laura Solano, Chief of Staff, and Megan Moore, Pueblo Food Project Coordinator.

Councilor Maestri, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Graham, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as **15469**.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM COUNCIL CONTINGENCIES IN THE 2024 GENERAL FUND BUDGET TO THE LATINO CHAMBER OF COMMERCE IN THE AMOUNT OF \$1,100 TO SPONSOR A TABLE OF 10 AT THE 45TH ANNIVERSARY DINNER DANCE HELD ON SATURDAY, FEBRUARY 24, 2024 AT THE PUEBLO CONVENTION CENTER

A staff report and detailed review of the Resolution was given by Laura Solano, Chief of Staff.

Councilor Flores, seconded by Councilor Maestri, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Graham, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as **15470**.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM COUNCIL CONTINGENCIES IN THE 2024 GENERAL FUND BUDGET TO THE BOYS & GIRLS CLUB IN THE

AMOUNT OF \$1,800 TO SPONSOR A V.I.P. TABLE OF 10 AT THE CHAMPIONS OF YOUTH DINNER ON THURSDAY, MARCH 14, 2024 AT THE PUEBLO CONVENTION CENTER

A staff report and detailed review of the Resolution was given by Laura Solano, Chief of Staff.

Councilor Martinez, seconded by Councilor Latino, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Graham, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as 15471.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE ESTABLISHING FUND NO. 304 - COP-FIRE STATIONS AND BUDGETING AND APPROPRIATING THE PROCEEDS RECEIVED FROM THE ISSUANCE OF THE SERIES 2023 CERTIFICATES OF PARTICIPATION AND ALL FUTURE FUNDS RECEIVED INTO FUND NO. 304.

A staff report and detailed review of the Ordinance was given by Alex Romero, Finance Director.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Martinez, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Graham, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10640.

R2 AN ORDINANCE ESTABLISHING PROJECT PL2401 FOR SAFE ROUTES TO SCHOOL ROCK AND ROLL SAFELY, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SAR M086-100 (25950), BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$482,977 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Andrew Hayes, Director of Public Works.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Latino, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Graham,

Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10641.**

R3 AN ORDINANCE AMENDING SECTION SEVEN OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO LANDSCAPE PERFORMANCE STANDARDS

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #TA-24-01 dated December 13, 2023, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Maestri, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Graham, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10642.**

R4 AN ORDINANCE AMENDING SECTION 5 OF CHAPTER 4, OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE APPEAL PROCESS FOR DEVELOPMENT AND REDEVELOPMENT REVIEW IN THE HB, HARP-1, HARP -2 AND HARP-3 PERFORMANCE STANDARD REVIEW

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #TA-24-04 dated December 13, 2023, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Maestri, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Graham, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10643.**

R5 AN ORDINANCE APPROVING AND AUTHORIZING THE CITY TO SELL AND ASSIGN CERTAIN LIENS ENCUMBERING REAL PROPERTY PURSUANT TO TITLE VII, CHAPTER 9 OF THE PUEBLO MUNICIPAL CODE, AND AUTHORIZING THE MAYOR TO EXECUTE ASSIGNMENTS OF LIEN

A staff report and detailed review of the Ordinance was given by Lisa Macchietto, Assistant City Attorney.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Martinez, seconded by Councilor Maestri, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Graham, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10644**.

S. ADJOURN

President Aliff adjourned the meeting at 8:55 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Marisa Stoller", written in a cursive style.

Marisa Stoller
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, December 13, 2023 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Alexandra Aznar, Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Christopher Pasternak, Sarah Martinez

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Attorney; David Wyatt, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Mikaylin Hackley, Planner, Andrew Hayes, Public Works Director, Noah Stamm, Drainage Engineer, Melanie Turner, Traffic Engineer, and Joe Martellaro, Associate Engineer II.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move items Z-23-10, S-23-07, S-22-07 and Z-23-12 to the January 10, 2024, meeting and approve the December 13, 2023, agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

1. ODP-23-01 Ventana Estates, Filing II Overall Development Plan: Amendment of the 2002 Ventana Master Plan to facilitate residential development in the western portion of the 2001 Ventana Annexation area, approximately 91.455 acres. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant, Nathan Bell was sworn in and spoke in favor of the application. Being sworn in and speaking in opposition to the application were: Janice Mehle, Ryan McCaffrey, Barb Murad, Glenn Parker and Emma Stout.

Commission Action: Bailey moved to approve the proposed Ventana Estates, Filing II Overall Development Plan, seconded by Spinuzzi.

Motion Passed: 5 votes in favor, 2 votes in opposition, Avalos and Martinez.

2. Z-23-03 Ventana Estates, Filing II, Rezone: Rezone, 53.709 acres from A-4 to R-1 and 18.05 acres from A-4 to R-2, within the western portion of the 2001 Ventana Annexation area. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant, Nathan Bell remained sworn in and spoke in support of the application. Being sworn in and speaking in opposition to the application: Janice Mehle, Ryan McCafferty, Barb Murad, Glenn Parker and Emma Stout.

Commission Action: Bailey moved to recommend approval of the rezoning application to City Council, seconded by Spinuzzi.

Motion Passed: 7-0.

3. Z-23-10 Andiamo Rezone: Rezone 25.994 acres generally located south of Dillon Dr. and west of Outlook Blvd, rezone from Agricultural 1 (A-1) to Single-Family Residential (R-2) Zone Districts. Generally located south of Dillon Dr. and west of Outlook Blvd. Staff Report by Mikaylin Hackley, Planner. *Continue to January 10, 2024.*

4. S-23-07 Andiamo Subdivision: Subdivision of 25.994 acres into single-family residential lots and a parcel. Generally located south of Dillon Dr. and west of Outlook Blvd. Staff Report by Mikaylin Hackley, Planner. *Continue to January 10, 2024.*

5. A-22-07 Belmont Place Subdivision- Subdivision of 113 acres into commercial lots and non-buildable parcels for future development. Generally located east of Troy Avenue from Highway 50 south to Constitution Avenue. *Continue to January 10, 2024*

6. Z-23-12 Belmont Place Rezoning- Rezoning of 113 acres from Planned Unit Development to B-3, Highway and Arterial Business; R-2, Single Family Residential; and R-5, Multiple Residential and Office District *Continue to January 10, 2024*

7. TA-23-01 Landscape Performance Standards, Accessory Structure Exemption: Modifies the existing Zoning Code to exempt certain accessory structures from the Landscape Performance Standards.

Beritt Odom, Principal Planner, provided the staff report.

Hearing: No one testified in favor or opposition of the request.

Commission Action: Bailey moved to recommend approval of TA-23-01, seconded by Aznar.

Motion Passed: 7-0

8. TA-23-04 HB, HARP-1, HARP-2, and HARP-3, Appeal Procedures: Modifies the existing Zoning Code to re-establish appeal procedures for development and redevelopment review within the HB, HARP-1, HARP-2, and HARP-3 Zone Districts.

Beritt Odom, Principal Planner, provided the staff report.

Hearing: No one testified in favor or opposition of the request.

Commission Action: Bailey moved to recommend approval of TA-23-04, seconded by Spinuzzi.

Motion Passed: 7-0

9. SNC-23-02 Street Name Change: Change the name of US Highway 50 B to Martin Luther King Jr. Bypass, between Interstate 25 and the Interchange of SH96, SH47 and US50B.

Beritt Odom, Principal Planner, provided the staff report.

Hearing: No one testified in favor or opposition of the request

Commission Action: Bailey moved to recommend approval of the Street Name Change with staff recommended conditions 1-3. Seconded by Aznar.

Motion Passed: Four votes in favor and three votes in opposition, Pasternak, Bailey, and Castellucci.

Approval of Minutes:

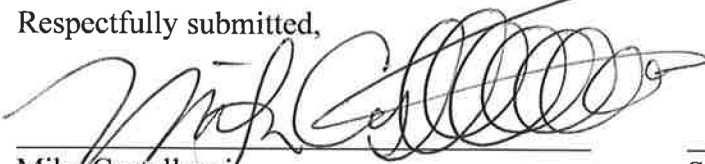
1. Bailey moved to approve the minutes from November 8, 2023, seconded by Aznar.

Old/New Business:

1. December Worksession Cancelled

Adjourn

Respectfully submitted,



Mike Castellucci
Chairperson



Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,482,745.80 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 24-002, ASPHALT AND UTILITY IMPROVEMENTS - NORTHERN AVENUE (PRAIRIE TO I-25), SETTING FORTH \$345,900.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Tony J Beltramo & Sons, Inc., for Project No. 24-002, Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of asphalt street and sanitary sewer main improvements to Northern Ave between the I-25 right-of-way and S. Prairie Avenue. This Resolution awards the construction contract to Tony J Beltramo & Sons, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$1,400,000.00 (\$1,125,540.80 plus \$274,459.20 in contingencies) will be paid from Project CI2415 Street Rehabilitation.

Funding in the amount of \$428,646.00 (\$357,205.00 plus \$71,441.00 in contingencies) will be paid from Project WWAN01 Small Main Rehabilitation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-002 Bid Summary

RESOLUTION NO. 15472

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,482,745.80 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 24-002, ASPHALT AND UTILITY IMPROVEMENTS - NORTHERN AVENUE (PRAIRIE TO I-25), SETTING FORTH \$345,900.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-002, Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25) have been received and examined; and,

WHEREAS, the proposal of Tony J Beltramo & Sons, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-002, Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-002, Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25), to be performed, and the contract for said project is hereby awarded to Tony J Beltramo & Sons, Inc., in the amount of \$1,482,745.80.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 3.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work.....\$345,900.20

SECTION 4.

Funds for Project No. 24-002, in the amount of \$1,400,000.00 (\$1,125,540.80 plus \$274,459.20 in contingencies) shall be from Project CI2415, Street Rehabilitation.

SECTION 5.

Funds for Project No. 24-002, in the amount of \$428,646.00 (\$357,205.00 plus \$71,441.00 in contingencies) shall be from Project WWAN01, Small Main Rehabilitation.

SECTION 6.

The officers of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 7.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 24-002 (CI2415, WWAN01)
Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)
RESPONSE DEADLINE: January 31, 2024 at 10:30 am
Report Generated: Wednesday, January 31, 2024

SELECTED VENDOR TOTALS

Vendor	Total	Base Bid – Asphalt Improvements	Base Bid – Utility Improvements
Tony J Beltramo & Sons, Inc.	\$1,482,745.80	\$1,125,540.80	\$357,205.00
Pyramid Construction, Inc.	\$1,598,573.55	\$1,198,978.55	\$397,374.00
Martin Marietta	\$1,930,095.00	\$1,472,115.00	\$399,595.00
Oldcastle SW Group Inc dba United Companies	\$1,939,527.95	\$1,542,153.95	\$457,980.00
Kiewit Infrastructure Co.	\$2,270,227.50	\$1,764,302.50	\$505,925.00

EVALUATION TABULATION
IFB No. 24-002 (CI2415, WWAN01)
Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

BASE BID - ASPHALT IMPROVEMENTS

Base Bid - Asphalt Improvements					Kiewit Infrastructure Co.		Martin Marietta		Oldcastle SW Group Inc dba United Companies		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Asphalt Cold Mill Planing (+/- 2 inches)	53497	SY	\$5.00	\$267,485.00	\$2.45	\$131,067.65	\$3.25	\$173,865.25	\$1.15	\$61,521.55	\$2.40	\$128,392.80
X	2	Install HMA SX PG 64-28 Asphalt Overlay	5885	TON	\$160.00	\$941,600.00	\$121.35	\$714,144.75	\$148.00	\$870,980.00	\$134.00	\$788,590.00	\$94.40	\$555,544.00
X	3	Adjust Stormwater Manholes to Finished Grade	26	EA	\$700.00	\$18,200.00	\$1,465.00	\$38,090.00	\$1,050.00	\$27,300.00	\$604.00	\$15,704.00	\$1,300.00	\$33,800.00
X	4	Adjust Sanitary Manholes to Finished Grade	19	EA	\$720.00	\$13,680.00	\$1,465.00	\$27,835.00	\$1,050.00	\$19,950.00	\$625.00	\$11,875.00	\$1,300.00	\$24,700.00
X	5	Adjust Water Valves to Finished Grade	82	EA	\$500.00	\$41,000.00	\$586.00	\$48,052.00	\$735.00	\$60,270.00	\$387.00	\$31,734.00	\$300.00	\$24,600.00
X	6	Adjust Survey Boxes to Finished Grade	10	EA	\$500.00	\$5,000.00	\$586.00	\$5,860.00	\$735.00	\$7,350.00	\$420.00	\$4,200.00	\$300.00	\$3,000.00
X	7	Install Pavement Markings per City Plan (Inlaid Epoxy 4" White)	1315	SF	\$4.50	\$5,917.50	\$5.30	\$6,969.50	\$5.50	\$7,232.50	\$5.00	\$6,575.00	\$3.00	\$3,945.00
X	8	Install Pavement Markings per City Plan (Inlaid Epoxy 8" White)	1464	SF	\$4.50	\$6,588.00	\$5.30	\$7,759.20	\$7.25	\$10,614.00	\$5.00	\$7,320.00	\$3.00	\$4,392.00

EVALUATION TABULATION

IFB No. 24-002 (CI2415, WWAN01)

Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

Base Bid - Asphalt Improvements					Kiewit Infrastructure Co.		Martin Marietta		Oldcastle SW Group Inc dba United Companies		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Install Pavement Markings per City Plan (Inlaid Epoxy 4" Yellow)	5516	SF	\$4.50	\$24,822.00	\$5.30	\$29,234.80	\$5.50	\$30,338.00	\$5.00	\$27,580.00	\$3.00	\$16,548.00
X	10	Install Thermoplastic Markings per City Plan (Arrows)	281	SF	\$18.00	\$5,058.00	\$25.70	\$7,221.70	\$23.00	\$6,463.00	\$27.00	\$7,587.00	\$20.00	\$5,620.00
X	11	Install Thermoplastic Markings per City Plan (X-Walk)	4860	SF	\$14.00	\$68,040.00	\$15.80	\$76,788.00	\$15.90	\$77,274.00	\$19.00	\$92,340.00	\$18.00	\$87,480.00
X	12	Install Thermoplastic Markings per City Plan (Stop Bars)	1358	SF	\$14.00	\$19,012.00	\$15.80	\$21,456.40	\$15.90	\$21,592.20	\$19.00	\$25,802.00	\$18.00	\$24,444.00
X	13	Vehicle Towing Allowance	1	EA	\$400.00	\$400.00	\$116.00	\$116.00	\$450.00	\$450.00	\$325.00	\$325.00	\$200.00	\$200.00
X	14	Install Class 6 Base Material (Place and Compact)	100	TON	\$100.00	\$10,000.00	\$123.70	\$12,370.00	\$58.00	\$5,800.00	\$147.00	\$14,700.00	\$30.00	\$3,000.00
X	15	Asphalt Patching (3-inches HMA)	500	SF	\$7.00	\$3,500.00	\$7.85	\$3,925.00	\$6.50	\$3,250.00	\$3.85	\$1,925.00	\$7.60	\$3,800.00
X	16	Asphalt Patching (3-inches HMA on 8-inches ABC)	500	SF	\$12.00	\$6,000.00	\$14.25	\$7,125.00	\$13.25	\$6,625.00	\$9.00	\$4,500.00	\$6.15	\$3,075.00
X	17	Erosion and Sediment Control	1	LS	\$25,000.00	\$25,000.00	\$14,000.00	\$14,000.00	\$6,300.00	\$6,300.00	\$12,600.00	\$12,600.00	\$3,000.00	\$3,000.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

Page 3

EVALUATION TABULATION
IFB No. 24-002 (CI2415, WWAN01)
Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

Base Bid - Asphalt Improvements					Kiewit Infrastructure Co.		Martin Marietta		Oldcastle SW Group Inc dba United Companies		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	18	Traffic Control	1	LS	\$165,000.00	\$165,000.00	\$198,400.00	\$198,400.00	\$87,500.00	\$87,500.00	\$42,600.00	\$42,600.00	\$96,000.00	\$96,000.00
X	19	Mobilization	1	LS	\$138,000.00	\$138,000.00	\$121,700.00	\$121,700.00	\$119,000.00	\$119,000.00	\$41,500.00	\$41,500.00	\$104,000.00	\$104,000.00
Total						\$1,764,302.50		\$1,472,115.00		\$1,542,153.95		\$1,198,978.55		\$1,125,540.80

EVALUATION TABULATION

IFB No. 24-002 (CI2415, WWAN01)

Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

BASE BID - UTILITY IMPROVEMENTS

Base Bid - Utility Improvements					Kiewit Infrastructure Co.		Martin Marietta		Oldcastle SW Group Inc dba United Companies		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Northern Avenue Sanitary Sewer Point Repairs														
X	20	Remove and Replace 15" VCP to 15" PVC Pipe	100	LF	\$335.00	\$33,500.00	\$217.70	\$21,770.00	\$179.00	\$17,900.00	\$181.00	\$18,100.00	\$175.00	\$17,500.00
X	21	Remove and Replace 8" VCP to 8" PVC Pipe	494	LF	\$220.00	\$108,680.00	\$192.80	\$95,243.20	\$160.00	\$79,040.00	\$156.00	\$77,064.00	\$125.00	\$61,750.00
X	22	Reinstate Sanitary Sewer Service	25	EA	\$750.00	\$18,750.00	\$901.80	\$22,545.00	\$750.00	\$18,750.00	\$472.00	\$11,800.00	\$725.00	\$18,125.00
X	23	Remove and Replace 48" Manhole < 12' Deep	2	EA	\$6,200.00	\$12,400.00	\$9,950.00	\$19,900.00	\$8,650.00	\$17,300.00	\$5,300.00	\$10,600.00	\$8,000.00	\$16,000.00
X	24	Remove and Replace 7" Reinforced Concrete	800	SF	\$25.00	\$20,000.00	\$26.40	\$21,120.00	\$21.00	\$16,800.00	\$38.50	\$30,800.00	\$22.50	\$18,000.00
X	25	Remove and Replace Asphalt	270	TON	\$160.00	\$43,200.00	\$229.00	\$61,830.00	\$202.00	\$54,540.00	\$267.00	\$72,090.00	\$189.00	\$51,030.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

Page 5

EVALUATION TABULATION

IFB No. 24-002 (CI2415, WWAN01)

Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

Base Bid - Utility Improvements					Kiewit Infrastructure Co.		Martin Marietta		Oldcastle SW Group Inc dba United Companies		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	26	Remove and Replace Class 6 Base Course	340	TON	\$140.00	\$47,600.00	\$94.50	\$32,130.00	\$70.00	\$23,800.00	\$166.00	\$56,440.00	\$67.50	\$22,950.00
X	27	Bypass Pumping	1	LS	\$65,000.00	\$65,000.00	\$24,300.00	\$24,300.00	\$19,890.00	\$19,890.00	\$17,700.00	\$17,700.00	\$15,000.00	\$15,000.00
X	28	Tracer Wire Installation	1	LS	\$1,600.00	\$1,600.00	\$1,305.00	\$1,305.00	\$1,100.00	\$1,100.00	\$1,850.00	\$1,850.00	\$775.00	\$775.00
X	29	FlowFill	75	CY	\$250.00	\$18,750.00	\$240.00	\$18,000.00	\$195.00	\$14,625.00	\$216.00	\$16,200.00	\$190.00	\$14,250.00
X	30	Mobilization	1	LS	\$12,000.00	\$12,000.00	\$17,475.00	\$17,475.00	\$21,000.00	\$21,000.00	\$6,500.00	\$6,500.00	\$13,000.00	\$13,000.00
X	31	Traffic Control	1	LS	\$20,000.00	\$20,000.00	\$16,150.00	\$16,150.00	\$14,755.00	\$14,755.00	\$5,450.00	\$5,450.00	\$16,950.00	\$16,950.00
208 Northern Avenue Sanitary Sewer Repair														
X	32	Remove and Replace 6" VCP to 8" PVC Pipe	177	LF	\$250.00	\$44,250.00	\$221.50	\$39,205.50	\$185.00	\$32,745.00	\$156.00	\$27,612.00	\$160.00	\$28,320.00
X	33	Remove 48" Manhole	1	EA	\$1,400.00	\$1,400.00	\$2,365.00	\$2,365.00	\$1,950.00	\$1,950.00	\$3,300.00	\$3,300.00	\$1,900.00	\$1,900.00
X	34	Install 48" Manhole	1	EA	\$8,000.00	\$8,000.00	\$7,090.00	\$7,090.00	\$6,200.00	\$6,200.00	\$3,750.00	\$3,750.00	\$5,700.00	\$5,700.00
X	35	Asphalt Patch	180	LF	\$40.00	\$7,200.00	\$45.25	\$8,145.00	\$65.00	\$11,700.00	\$41.50	\$7,470.00	\$92.70	\$16,686.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

Page 6

EVALUATION TABULATION

IFB No. 24-002 (CI2415, WWAN01)

Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

Base Bid - Utility Improvements					Kiewit Infrastructure Co.		Martin Marietta		Oldcastle SW Group Inc dba United Companies		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	36	Class 6 Base Course Material	32	TON	\$60.00	\$1,920.00	\$121.00	\$3,872.00	\$132.00	\$4,224.00	\$101.00	\$3,232.00	\$129.00	\$4,128.00
X	37	Remove and Replace Standard Curb and Gutter	20	LF	\$100.00	\$2,000.00	\$100.50	\$2,010.00	\$60.50	\$1,210.00	\$126.00	\$2,520.00	\$60.00	\$1,200.00
X	38	7" Reinforced Concrete	325	SF	\$25.00	\$8,125.00	\$26.40	\$8,580.00	\$29.00	\$9,425.00	\$34.00	\$11,050.00	\$30.00	\$9,750.00
X	39	Tracer Wire Installation	1	LS	\$1,150.00	\$1,150.00	\$808.50	\$808.50	\$700.00	\$700.00	\$579.00	\$579.00	\$650.00	\$650.00
X	40	Reinstate Service	6	EA	\$800.00	\$4,800.00	\$901.80	\$5,410.80	\$750.00	\$4,500.00	\$472.00	\$2,832.00	\$725.00	\$4,350.00
X	41	Flowfill	16	CY	\$225.00	\$3,600.00	\$240.00	\$3,840.00	\$195.00	\$3,120.00	\$216.00	\$3,456.00	\$190.00	\$3,040.00
X	42	Remove and Replace Fence (Chain Link)	20	LF	\$300.00	\$6,000.00	\$122.00	\$2,440.00	\$105.00	\$2,100.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00
X	43	Traffic Control	1	LS	\$6,000.00	\$6,000.00	\$4,470.00	\$4,470.00	\$4,000.00	\$4,000.00	\$4,300.00	\$4,300.00	\$3,600.00	\$3,600.00
X	44	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$17,975.00	\$17,975.00	\$16,000.00	\$16,000.00	\$2,900.00	\$2,900.00	\$10,551.00	\$10,551.00
Total						\$505,925.00		\$457,980.00		\$397,374.00		\$399,595.00		\$357,205.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

Page 7

EVALUATION TABULATION
 IFB No. 24-002 (CI2415, WWAN01)
 Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Kiewit Infrastructure Co.	Martin Marietta	Oldcastle SW Group Inc dba United Companies	Pyramid Construction, Inc.	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:					
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

IFB No. 24-002 (CI2415, WWAN01)

Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

Question Title	Kiewit Infrastructure Co.	Martin Marietta	Oldcastle SW Group Inc dba United Companies	Pyramid Construction, Inc.	Tony J Beltramo & Sons, Inc.
Failed to perform	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt and Utility Improvements - Northern Avenue (Prairie to I-25)

Page 9



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$444,876 WITH EVOQUA WATER TECHNOLOGY, LLC. FOR THE EMERGENCY DISSOLVED AIR FLOATATION THICKENER (DAFT) REPAIR, PROJECT NO. 23A-043 (WWAN04) AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves the award of a construction contract to Evoqua Water Technology LLC. for Project No. 23A-043 (WWAN04) for the Emergency Dissolved Air Floatation Thickener (DAFT) repair at the James R. Dilorio Water Reclamation Facility.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On May 18, 2023, an employee at the James R. Dilorio Wastewater Reclamation Facility (WRF) found the bottom mechanism was floating on the top of DAFT tank #2. This tank was the only working tank as the other DAFT tank #1 was down for repairs/bids for a project to rehabilitate it. Tank #2 was still able to function with the broken components as long as the top mechanism was not impeded by the floating components. This situation created an emergency at the WRF because of the danger that the top mechanism in tank #2 would stop working, and the plant would not be able to process the solids from the secondary clarifiers. An emergency repair to the DAFT was necessary to ensure the process was not interrupted and would incur more costs to repair and rent equipment to process the solids.

Only two contractors were found that were able to work on the DAFT system. The lowest bid was chosen.

FINANCIAL IMPLICATIONS:

The funding for this project (23A-043) came from the Sewer User Fund account for (WWAN04) WRF Plant Rehab for the amount of \$444,876.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approve the Resolution, but this would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 02-12-24 Emergency Repair DAFT Evoqua
2. 02-12-24 Emergency Repair DAFT Replacement

RESOLUTION NO. 15473

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$444,876 WITH EVOQUA WATER TECHNOLOGY, LLC. FOR THE EMERGENCY DISSOLVED AIR FLOATATION THICKENER (DAFT) REPAIR, PROJECT NO. 23A-043 (WWAN04) AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

WHEREAS, an emergency DAFT repair was authorized by the Mayor in accordance with Pueblo Purchasing Policy Section 3.2.2 (6); and

WHEREAS, the point repair work was awarded to Evoqua Water Technology LLC; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the DAFT with Evoqua Water Technology LLC, Project No. 23A-043 (WWAN04) awarded to said bidder in the amount of \$444,876.

SECTION 2.

Funds for Project 23A-043 (WWAN04) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to effectuate the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract in the amount of \$444,876 are hereby ratified.

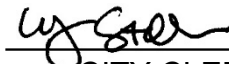
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

FIRM PROPOSAL



CITY OF PUEBLO, CO

DAF UNIT 01 PROPOSAL POLY

Proposal No: 2023-596766 Rev 2, July 24, 2023

FOR FURTHER INFORMATION

Your questions should be directed to Evoqua's
area sales representative

Sean Lynch

MISCOWater

651 Corporate Circle Suite 100

Golden, CO 80401

720-694-3521 Cell

303-309-6150 – Office

slynch@miscowater.com





To: Ryan Maddaford

City of Pueblo, CO 1 - DAF Unit Proposal, note this is for unit 01 only, unit 02 would require a full inspection prior to quoting.

Summary

Evoqua Water Technologies LLC (Evoqua) proposes to furnish the scope of supply described in this proposal subject to the Clarifications/Exceptions and Standard Terms of Sale stated herein.

The information in this proposal is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

Evoqua supplied parts to rebuild existing DAF Unit -01	\$202,639 USD
Evoqua supplied labor to rebuild existing DAF Unit -01	\$242,237 USD

Total Cost

\$444,876 USD

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 309.26 for January 2023. If the MMPI exceeds 318.54 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 318.54.

Further Evoqua's price does not account for increased costs, delays and inefficiencies associated with current regulations and guidelines concerning COVID-19. Should these, or any additional, restrictions be implemented by any governing body, the CDC, or the customer or user of the Equipment to address COVID-19, Evoqua reserves the right to request a change order to the extent its costs or time for performance are increased by additional restrictions

Evoqua's price includes only the specific items detailed in this proposal. Items not specifically identified herein are to be furnished by others. Please refer to the excluded items in Section 0 of this proposal for a list of items to be furnished by others.

A. OPTIONS: The above items noted as Extra Cost Option will only be accepted only when included with the basic equipment order. *NONE*

B. FREIGHT: Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any costs for unloading, transporting on the site, phased shipments, or storage. Components for both tanks will be shipped together. Depending on project timing flights may be shipped direct from vendor.

C. PROPOSAL VALIDITY: This proposal is valid for a period of sixty (60) days unless extended in writing by Evoqua. Due to current raw material price fluctuation, Evoqua reserves the right to re-quote the equipment proposed herein after that time.

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 309.26 for January 2023. If the MMPI exceeds 318.54 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 318.54.

Further Evoqua's price does not account for increased costs, delays and inefficiencies associated with current regulations and guidelines concerning COVID-19. Should these, or any additional, restrictions be implemented by any governing body, the CDC, or the customer or user of the Equipment to address COVID-19, Evoqua reserves the right to request a change order to the extent its costs or time for performance are increased by additional restrictions

D. FIELD SERVICES: Installation to be performed by Evoqua Water Technologies,

- Evoqua proposes to furnish labor, equipment and expendable materials to install the equipment as shown below in 1 trip and 31 working days on site.
- Customer is responsible for having the filter drained before Evoqua arrives onsite to begin work.
- All materials/equipment removed during demolition to be disposed of on site.
- Evoqua is responsible for installing purchased equipment into the existing filter by normal installation procedures.
- Evoqua is responsible for providing the necessary construction equipment for installation.
- Work hours by Evoqua Water Technologies LLC at the site shall be as determined by Evoqua Water Technologies LLC.
- The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies LLC from working evenings, weekends, holidays, etc., when deemed to be advisable.
- Exclusions:
 - Concrete modifications of any kind
 - Field Electrical work of any kind

- Disposal of existing materials
- Prevailing wages are not included
- Taxes, Permits and bonds

E. PAYMENT AND PRICE TERMS: The terms of payment are net 30.

F. CANCELLATION POLICY: If Evoqua is issued an order and the Buyer cancels or suspends its order for any reason other than Evoqua's breach, the Buyer shall promptly pay Evoqua for work performed prior to cancellation or suspension and any other costs incurred by Evoqua as a result of such cancellation or suspension. At a minimum, cancellation after executed contract will result in a cancellation fee of 10% of the total order value.

Evoqua's prices are exclusive of any taxes. If this project is not subject to sales or use tax, please issue a Tax-Exempt Certificate with any ensuing purchase order (P.O.). If applicable, please provide a copy of payment bond information with the P.O. With no exemption or if this project is subject to sales or use tax, the Purchaser will be invoiced for taxes at the then-current rate of sales, use or other tax for the jobsite location.

2. DRAWING AND SHIPPING INFORMATION

Evoqua will furnish record drawings only and equipment per the following project schedule:

- No Submittal Drawings or Calculations will be submitted.
- General Arrangement Drawings will be provided as record drawings only and to assist the Contractor with installation.
- Shipping information, all times are after fully executed contract.
 - Engineering time: 1-2 weeks
 - Shipment of Manufacturing and Purchased parts: 12-14 weeks after completion of engineering.
 - Approximate delivery time: 1 week
 - Installation: 2-3 weeks
 - Field installation services will be scheduled after executed contract based on the delivery schedule above.

3. EQUIPMENT SCOPE

DAF unit parts to replace existing equipment

EQUIPMENT

Evoqua proposes to furnish the following Envirex® equipment:

- 1.01 Descriptive Work

1. Direct (upgraded replacement) parts for 1-DAF unit

1.02 Components Included

1. Evoqua shall furnish the items listed below:
 - a. Assembly components, installation of components, and initial startup of existing 1-DAF unit

1.03 Components Included – Details & Quantities

Item	Part No Description	Qty
1	W2T318589 CHAIN-LOOP-HS730,120.00"LG W/(2) ATTACH	18
2	W3T16127 skimmer ret. Track	2
3	W3T16127 skimmer ret. Track	2
4	W3T16127 skimmer ret. Track	2
5	W3T16127 skimmer ret. Track	2
6	W2T119925 collector CHAIN-DRIVE,NH78,2.609"P, POLY,304SS PIN	25
7	W2T319411 TOOL-CHAIN ASSY,NCS720S/-NX/NCS360S,STL	1
8	W3T16127 N78 30T poly sprocket driven head shaft	1
9	W3T16127 head shaft with keys	1
10	W3T16127	2

	skimmer head shaft sprocket	
11	W3T23628 BEARING-WALL,2.437"DIA,SA,BABB,W/GRS FTG	2
12	W2T119213 WASHER-RND, .813"ID,2.75"OD,.135"TH, ZP	4
13	W2T121733 WASHER-RND,1.062"ID,2.75"OD,0.125"THK,PU	4
14	W2T117149 COLLAR-SET,SOLID,2.44"DIA.,1.00"THK,ZP	2
15	W3T16127 skimmer take up shaft	1
16	W3T310938 SPROCKET,HS730 13T PLAIN 1.94"B BLK	2
17	W3T16127 custom skimmer flight FRP	18
18	W2T118657 ATTACHMENT,2.5"SQ X 4.00",1.389"B,UHMW	36
19	W2T119353 COLLAR-SET,SOLID,1.94"DIA., .88"THK,ZP	3
20	W3T16127 field hardware kit	1
21	W3T561111 Engineering SERVICES	1
22	W3T422183 CHAIN,NCS720S-NX POLY 6"P 120" F26 ATT(1	16
23	W3T422184	1

	CHAIN,NCS720S-NX POLY 6"P 120" F26 ATT(2	
24	W2T119925 skimmer CHAIN-DRIVE,NH78,2.609"P, POLY,304SS PIN	14
25	W3T365963 Sprocket-skimmer drive Shear Pin,N78-11T,1.50"B,316S H	1
26	W3T16127 take up bearing assy	2

1.04 Components NOT Included are not listed above.

CONTRACTOR NOTE:

Dates for field installation must be scheduled with Evoqua after receipt of PO to determine availability. Unless Evoqua is selected as the installation contractor, Evoqua will furnish equipment as proposed for the Contractor to install. Labor, equipment necessary for alterations and/or installation of our equipment, repair and alterations or cleaning of the existing structures, is the responsibility of the Contractor. Evoqua is not responsible for the locations, condition or dimensions of existing concrete, anchors, or any equipment not furnished by Evoqua.

CORROSION PROTECTION

All ferrous metals will be shop primed as noted below at the end of this section.

Motors and reducers will have original factory finish.

SHIPPING INFORMATION FOR DAF Components

The equipment will be shipped as follows:

Via Flat Bed truck.

Evoqua's price is based on the following surface protection:

- A. Submerged and non-submerged castings, steel plates and shapes: surfaces will be prepared by blast cleaning, then followed by one (1) shop coat of Sherwin Williams 235 Red 4-8 mils DFT
- B. Shafting and exposed machined surfaces: solvent wiping, followed by one (1) coat of Evoqua's standard shop preservative.
- C. Wood, nonferrous materials, stainless steel, and galvanized surfaces: unpainted.
- D. Drive units and controls: manufacturer's standard.

Touch-up and all additional coats shall be furnished and applied by others at the site.

Prices are based on paints and surface preparations as outlined in this Proposal. In the event an alternate paint system is selected, purchaser's order must advise of its selection. Evoqua will, at its sole discretion, either adjust its price as necessary to comply or ship the material unpainted if compliance is not possible due to price considerations, application problems or environmental controls.

Evoqua does not guarantee primer's compatibility with purchaser's coating system unless approved by the coating system manufacturer. Primers will only protect for a minimal amount of time, usually thirty (30) days. Specific information should be obtained from coating system manufacturer.

4. OTHER EXCLUDED ITEMS

The price from Evoqua includes only those items listed in this Proposal. The items listed below are excluded:

- Fastener anti-seize lubricant.
- Verification of the condition of the tanks to receive equipment.
- Electrical, hydraulic, or pneumatic controls.
- Wiring of motors or controls, control panels, or panel supports.
- Junction boxes, motor disconnect switches, MCC, control panels, or panel supports.
- Piping, valves, wall sleeves, gates, drains, weirs, baffles.
- Floor grating, stairways, ladders, platforms, handrailing.
- Concrete, grout, mastic, sealing compounds, shims.
- Lubricants, grease piping, grease gun.
- Machinery or bearing supports, shims.
- Detail shop fabrication drawings.
- Tools or spare parts.
- Modifications to existing equipment or structures.
- Supervisory services; laboratory, shop, or field testing.
- Underwriters Laboratory inspection of electrical controls.
- Special written process performance or extended mechanical warranties.

5. CLARIFICATIONS/EXCEPTIONS

The equipment specified herein shall conform to the specification sections referenced in Section 0 of Evoqua's Proposal to the extent they are technically applicable to Evoqua's scope of supply as described in this Proposal and subject to the following clarifications:

Article, Section	Clarifications/Proposed Modifications
Submittals	No Submittals or calculations will be provided. The existing general arrangement drawings will be provided as record drawings only. Proposed equipment components as noted above will be direct replacement from prior Evoqua Project #42579-01
Equipment	The proposed components are intended to be direct replacement of existing.

Evoqua's standard terms and conditions, including without limitation Evoqua's warranty obligations in Article 7 govern the purchase and sale of equipment, products, and related services, referred to in Evoqua's proposal. Evoqua's offer or acceptance is expressly conditioned on Buyer's assent to these terms. Evoqua rejects all additional or different terms in any of Buyer's forms or documents. In addition, Evoqua takes exception to all performance commitments, guarantees or obligations, unless provided for in Evoqua's proposal.

The Influent and Effluent criteria listed in the Bid Documents was used as the basis of design for equipment selection. Evoqua makes no express or implied performance warranty by offering equipment under this specification, unless specifically included in Evoqua's proposal. System performance may be impacted by factors outside of Evoqua's control. These factors may include but are not limited to site conditions including variation in flows and loadings, operator inputs, temperature, pH, toxic or inhibitory substances, and failure or limitations of other unit processes.

6. ADDITIONAL FIELD SERVICES

Should the Purchaser feel that additional services will be required, they can be purchased from Evoqua. Additional services may be purchased at the *per diem* rate stated below.

Evoqua's price does not include service of a factory field service technician during the time of installation of the equipment items.

In the event Purchaser wishes to videotape the Evoqua field service personnel during start-up and/or field service, Purchaser must execute Evoqua's standard "Videotape Agreement" in which the Purchaser shall expressly waive any claim against Evoqua, for injury or damage caused by inaccuracies or errors in such videotape(s), and acknowledge that such videotaping is done by Purchaser at its sole risk.

TERMS GOVERNING FIELD SERVICES: Services of a factory field service technician to inspect installation and/or first operation of the products specified in the Proposal can be furnished by Evoqua at the following rates:

- A. Supervision or consultation of a process service technician within the continental limits of the United States: \$1,400 per eight (8) hour day, Monday through Friday inclusive.
- B. Supervision or inspection of a field service technician within the continental limits of the United States: \$1,200 per eight (8) hour day, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday will be charged double time; time worked on U.S. Holidays will be charged triple time.
- C. Traveling, living and incidental expenses at cost, including shipping charges on tools and other equipment which the factory field service technician has shipped to the construction site.
- D. Travel time will be charged to and from Purchaser's construction site, and weekend or holiday travel request or required by Purchaser will be charged at the overtime rates.
- E. Rescheduling or cancellation of a field service trip once booked will incur the greater of either a \$1,500 cancellation or re-scheduling charge, or actual costs.



Evoqua will inspect and startup the equipment during the installation as part of the initial contract cost. Per Jeff King. JAK
Email dated 7/28/23 @6:23 AM

Summary of Comments on Evoqua - Firm Proposal

Page: 9

 Number: 1 Author: ahrensa Subject: Highlight Date: 7/27/2023 10:46:25 AM

 Number: 2 Author: ahrensa Subject: Sticky Note Date: 7/27/2023 10:09:27 AM

Why is this service not included in the overall cost? Would you as a company not want to make sure the equipment that is installed works properly before leaving the site? Is this a charge for the technician to come back later if there is a problem with the equipment?

Rates shown above apply only to additional services performed within twelve (12) months from the date of Proposal. Additional services performed after twelve (12) months from the date of Proposal shall be subject to Evoqua's current rates at the time such service is provided. Except for the direct acts or omissions of the factory field service technician, the responsibility for the installation and/or first operation shall be Purchaser's. Evoqua will assume responsibility for workmen's compensation coverage of Evoqua employees only and will provide umbrella liability coverage during installation. All other insurance coverage and necessary materials to accomplish installation shall be provided by Purchaser.

PROPOSAL SUBMITTED BY EVOQUA WATER TECHNOLOGIES LLC

Signature below indicates acceptance of this proposal including the Standard Terms of Sale attached hereto and will act as the purchase order document between Evoqua Water Technologies LLC, the Seller, and the Buyer. The Standard terms of Sale shall form the complete and only set of terms for this order.

Accepted by Buyer:

City of Pueblo
Company

Naomi Hedden
Printed Name

Director of Purchasing
Title

Naomi Hedden
Signature

7/31/23
Date

City of Pueblo
Waste Water Div. Attn: Laura Bastian
1300 South Queens Ave.
Pueblo, CO 81001
Billing Address

Acknowledged by Seller:

Evoqua Water Technologies LLC
Company

Printed Name

Title

Signature

Date

Evoqua Water Technologies LLC
N19 W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Address



Proposal No.: 2023-596766

Shipping Address

Please submit the signed proposal to TWEL@evoqua.com along with the Billing Address, Shipping Address, Tax-Exempt Certificate, and a Copy of Payment Bond. It is clarified that the purchase order price does not include sales tax and that sales tax is to be added to the sale price unless the Seller receives a Tax-Exempt Certificate or Resale Certificate.

EVOQUA WATER TECHNOLOGIES LLC

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are Ex Works Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility

of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then **any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators** who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. **The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision** of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

May 2015

General Terms and Conditions for Erection Work

These terms are in addition to and subject to the Sellers terms of sale.

1. **Equipment location.** Equipment location and staking, including plant orientation, influent and effluent location, is the responsibility of the Purchaser and/or his engineer.
2. **Equipment Elevation.** The elevation of equipment above or below grade must be determined by the purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing benchmark at site for Seller's erection crew.
3. **Site Access/Erection.** Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the purchaser. The purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. Seller shall be responsible for the cleanup and removal of trash, scrap materials, etc., left from Seller's erection work.
4. **Site Access.** Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70,000-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow Seller's erection crew to perform work during all weather conditions. Should Seller have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate Seller for cost incurred and agrees Seller shall be indemnified and held harmless from all loss or damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.
5. **Labor Relations.** Seller's erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by Seller, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to Seller's acceptance of the erection job, Seller shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by Seller due to such conflict, the Purchaser hereby agrees to reimburse Seller for the additional costs incurred.

Evoqua is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

Work hours by Seller at the site shall be as determined by Seller. The Purchaser shall not define working hours or number of work days per week, nor prohibit Seller from working evenings, weekends, holidays, etc., when deemed to be advisable by Seller.

6. **Insurance.** During the period of erection of the equipment contemplated herein, Seller will maintain the following insurance:
 - (a) Workmen's Compensation and Employer's Liability.
 - (b) Occupational Disease.
 - (c) Contractual Liability.
 - (d) Public Liability Insurance, Personal Injury and Property Damage.
 - (e) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

7. **Unloading of Equipment.** Seller is responsible for unloading of equipment which is to be erected by Seller. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).
8. **Purchaser Acceptance of Erected Equipment.** When erection of the equipment nears completion Seller shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours' notice, an authorized agent to meet at the site with Seller's erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Seller is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided and stored until Seller's installation is scheduled.

9. **Preparation for Start-up of Erected Equipment.** Upon completion of erection Seller shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in Seller's materials or workmanship are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Seller so that corrective action can be taken. Seller is responsible for providing start-up supervision as defined in this Quotation. For scheduling purposes, ten days notice of desired start-up date is required.
10. **Security and Protection of Equipment.** Purchaser is responsible for security of equipment stored on his site after delivery and prior to arrival of Seller's crews to begin erection; and for any backordered material delivered to Purchaser after departure of Seller's erection crews. Seller shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.
11. **Back-charges.** Seller will accept no back-charges, for any reason, which have not been approved in writing by an authorized manager of the company prior to any work being performed. Purchaser agrees to contact Seller and receive written authorization prior to incurring any costs related to back-charges.
12. **Licenses and Permits.** Unless specifically stated in Seller's Quotation, Seller is not responsible for licenses, permits or fees required to perform the work defined in this Quotation.
13. **Delays.** Seller shall not be liable for delays due to: (1) causes beyond its reasonable control; (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation; or (3) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities.
- In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.
- In the event Seller is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Seller shall be entitled to an equitable price adjustment in addition to extension of the time of performance.
14. **Subcontract.** Seller reserves the right to subcontract any of the work to one or more subcontractors.

 Number: 1 Author: ahrensa Subject: Highlight Date: 7/27/2023 10:11:37 AM

 Number: 2 Author: ahrensa Subject: Sticky Note Date: 7/27/2023 10:14:56 AM

Parts of this section would not be applicable to the job for Pueblo due to the DAF being inside of a building. The crane inside of the building is rated for 3 tons.

Naomi Hedden

From: Long, Jeffrey O <jeffrey.long@evoqua.com>
Sent: Friday, July 28, 2023 6:23 AM
To: Andra Ahrens; Sean Lynch; Ryan Maddaford
Cc: Davis, Bryan N; Naomi Hedden
Subject: RE: [External] RE: Please Review - Emergency Repair Proposal for Wastewater Equipment

Good morning, regarding section 6. Evoqua will inspect and startup the equipment during the installation, this is included in the cost. Typically, section 6 is only utilized if you require additional training or services after rehab is complete.

The area inside the building is sufficient for the work to be performed. We plan to utilize the 3 ton overhead crane inside the building for demo and installation.

Please let me know if you have any other questions or concerns.

Thank you!

Jeffrey Long
Regional Sales Representative

West Region - Wastewater Products

Evoqua Water Technologies LLC
1828 Metcalf Ave. Thomasville, GA 31768

Phone: (229) 227-8721
Cell: (229) 921-2267
e-mail: jeffrey.long@evoqua.com

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From: Andra Ahrens <AAhrens@pueblo.us>
Sent: Thursday, July 27, 2023 9:51 AM
To: Sean Lynch <slynch@miscowater.com>; Ryan Maddaford <RMaddaford@pueblo.us>; Long, Jeffrey O <jeffrey.long@evoqua.com>
Cc: Davis, Bryan N <bryan.davis@evoqua.com>; Naomi Hedden <nchedden@pueblo.us>
Subject: RE: [External] RE: Please Review - Emergency Repair Proposal for Wastewater Equipment

[This message came from an external mail server outside of the company.]

Sean,

I have made a comment in Section 6 in the proposal about the cost of the field services and have highlighted the section about the site location/equipment erection section as well.

Sincerely,

Andra Ahrens
Wastewater Director



From: Sean Lynch <slynch@miscowater.com>
Sent: Wednesday, July 26, 2023 9:46 AM
To: Andra Ahrens <AAhrens@pueblo.us>; Ryan Maddaford <RMaddaford@pueblo.us>; Long, Jeffrey O <jeffrey.long@evoqua.com>
Cc: Davis, Bryan N <bryan.davis@evoqua.com>; Naomi Hedden <nchedden@pueblo.us>
Subject: RE: [External] RE: Please Review - Emergency Repair Proposal for Wastewater Equipment

Proposal attached, sorry they sent this yesterday.

Sincerely,

Sean Lynch

MISCowater

651 Corporate Circle Suite 100
Golden, CO 80401
720-694-3521 Cell
303-309-6150 – Office
slynch@miscowater.com



From: Andra Ahrens <AAhrens@pueblo.us>
Sent: Wednesday, July 26, 2023 9:40 AM
To: Sean Lynch <slynch@miscowater.com>; Ryan Maddaford <RMaddaford@pueblo.us>; Long, Jeffrey O <jeffrey.long@evoqua.com>
Cc: Davis, Bryan N <bryan.davis@evoqua.com>; Naomi Hedden <nchedden@pueblo.us>
Subject: RE: [External] RE: Please Review - Emergency Repair Proposal for Wastewater Equipment

Sean,

When will the updated proposal be sent with the timeline in it be sent to me?

Andra Ahrens
Wastewater Director



From: Sean Lynch <slynch@miscowater.com>
Sent: Wednesday, July 26, 2023 9:38 AM
To: Andra Ahrens <AAhrens@pueblo.us>; Ryan Maddaford <RMaddaford@pueblo.us>; Long, Jeffrey O <jeffrey.long@evoqua.com>
Cc: Davis, Bryan N <bryan.davis@evoqua.com>
Subject: RE: [External] RE: Please Review - Emergency Repair Proposal for Wastewater Equipment

Yes.

Sincerely,

Sean Lynch

MISCOWater

651 Corporate Circle Suite 100

Golden, CO 80401

720-694-3521 Cell

303-309-6150 – Office

slynch@miscowater.com



From: Andra Ahrens <AAhrens@pueblo.us>

Sent: Wednesday, July 26, 2023 9:35 AM

To: Sean Lynch <slynch@miscowater.com>; Ryan Maddaford <RMaddaford@pueblo.us>; Long, Jeffrey O <jeffrey.long@evoqua.com>

Cc: Davis, Bryan N <bryan.davis@evoqua.com>

Subject: RE: [External] RE: Please Review - Emergency Repair Proposal for Wastewater Equipment

Ok, but is Evoqua doing the demo?

Andra Ahrens

Wastewater Director



From: Sean Lynch <slynch@miscowater.com>

Sent: Wednesday, July 26, 2023 9:33 AM

To: Ryan Maddaford <RMaddaford@pueblo.us>; Long, Jeffrey O <jeffrey.long@evoqua.com>

Cc: Andra Ahrens <AAhrens@pueblo.us>; Davis, Bryan N <bryan.davis@evoqua.com>

Subject: RE: [External] RE: Please Review - Emergency Repair Proposal for Wastewater Equipment

Hey Andra,

The disposal cost is not included in the proposal, unless asked for.

Sincerely,

Sean Lynch

MISCOWater

651 Corporate Circle Suite 100

Golden, CO 80401

720-694-3521 Cell

303-309-6150 – Office

slynch@miscowater.com



From: Sean Lynch

Sent: Wednesday, July 26, 2023 9:17 AM

To: Ryan Maddaford <RMaddaford@pueblo.us>; Long, Jeffrey O <jeffrey.long@evoqua.com>

Cc: Andra Ahrens <AAhrens@pueblo.us>; Davis, Bryan N <bryan.davis@evoqua.com>

Subject: RE: [External] RE: Please Review - Emergency Repair Proposal for Wastewater Equipment

Hey Jeff & Bryan,

Does this proposal include the disposal of the existing DAF equipment?

Sincerely,

Sean Lynch

MISCOwater

651 Corporate Circle Suite 100

Golden, CO 80401

720-694-3521 Cell

303-309-6150 – Office

slynch@miscowater.com



From: Sean Lynch

Sent: Monday, July 17, 2023 10:17 AM

To: Ryan Maddaford <RMaddaford@pueblo.us>; Long, Jeffrey O <jeffrey.long@evoqua.com>

Cc: Andra Ahrens <AAhrens@pueblo.us>; Davis, Bryan N <bryan.davis@evoqua.com>

Subject: RE: [External] RE: Please Review - Emergency Repair Proposal for Wastewater Equipment

Hey Ryan & Andra,

Please see attached the updated Evoqua DAF rebuild proposal.

How fast do you think it will take to get this approved and turned in?

Sincerely,

Sean Lynch

MISCOwater

651 Corporate Circle Suite 100

Golden, CO 80401

720-694-3521 Cell

303-309-6150 – Office

slynch@miscowater.com

From: [Nick Gradisar](#)
To: [Andra Ahrens](#)
Cc: [Tracey Sample](#)
Subject: RE: DAFT Replacement
Date: Thursday, June 15, 2023 3:26:41 PM
Attachments: [image002.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

I approve the emergency repair.

Nick Gradisar
Mayor, City of Pueblo
1 City Hall Place
Pueblo, CO 81003
719-553-2627



From: Andra Ahrens <AAhrens@pueblo.us>
Sent: Thursday, June 15, 2023 2:59 PM
To: Nick Gradisar <NGradisar@pueblo.us>
Cc: Tracey Sample <tsample@pueblo.us>
Subject: RE: DAFT Replacement

We have tried to get another company to put in a bid, but they have not sent one. There are only two companies that do this type of work. The DAFT has had problems for a while but with the recent failure the DAFT critical condition and has to be fixed as soon as possible.

Andra Ahrens
Wastewater Director



From: Nick Gradisar <NGradisar@pueblo.us>
Sent: Thursday, June 15, 2023 2:52 PM
To: Andra Ahrens <AAhrens@pueblo.us>
Cc: Tracey Sample <tsample@pueblo.us>
Subject: RE: DAFT Replacement

Andra, Are there other companies that would be interested or is this a sole source sort of thing. Sounds like it has been a problem for awhile.

Nick Gradisar
Mayor, City of Pueblo
1 City Hall Place
Pueblo, CO 81003
719-553-2627



From: Andra Ahrens <AAhrens@pueblo.us>
Sent: Thursday, June 15, 2023 11:33 AM
To: Nick Gradisar <NGradisar@pueblo.us>
Cc: Tracey Sample <tsample@pueblo.us>
Subject: FW: DAFT Replacement
Importance: High

Mayor,

If you approve, we would like to do this repair as an emergency. This piece of equipment is vital to the reclamation facility's nutrient removal and solids handling processes. The estimate for the repairs needed is \$357,256. The money is available in the CIP account WWAN04. The full explanation of the DAFT system problem is in the email below. The estimated cost is in the attachment.

Sincerely,

Andra Ahrens
Wastewater Director



From: Ryan Maddaford <RMaddaford@pueblo.us>
Sent: Thursday, June 15, 2023 9:03 AM
To: Andra Ahrens <AAhrens@pueblo.us>
Subject: DAFT Replacement

Andra,

The wastewater facility has experienced failure of the DAFT system. The DAFT system has been in operation since the installation in 1986. DAFT tank #2 the bottom flights have floated to the top of the tank hitting the top flights. This mean that the shaft that was holding the flights and chain in the bottom of the tank has broken. We are currently still able to use the system as is because the chain

has not bound any of the top flights up from interference but without removing and fixing the problem this will surely be the case in the immediate future. The top flight are in need of immediate replacement also as they have rusted through the flight completely and without replacing them there is no way to skim off the sludge and separate the sludge from the water. DAFT Tank #1 has been down for repair since late last year, waiting for estimates to replace the top and bottom flight systems. DAFT tank #1 mechanical issues with the top drive chain snapping the shear pin (the safety device) and worn out chains and sprockets. We have had the company representatives come out and trouble shoot the problems and recommended replacement. Attached is a proposal to get one of the DAFT tank system replaced.

Respectfully,

Ryan Maddaford

Maintenance Manager

City of Pueblo Water Reclamation Facility

1300 S Queens Ave,

Pueblo, Co 81001

C: (719)568-1388

rmaddaford@pueblo.us



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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT OF ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF PURCHASING THE PROPERTY KNOWN AS 2701 EAST 12TH STREET, PUEBLO, CO, PERFORMING CERTAIN PROPERTY BOUNDARY CHANGES, PERFORMING CERTAIN IMPROVEMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY REQUIRED DOCUMENTS, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

SUMMARY:

This Resolution authorizes the payment of \$180,000 in American Rescue Plan Act ("ARPA") funds for the purpose of acquiring the property known as 2701 East 12th Street, Pueblo, Co, performing certain property boundary changes, performing certain improvements and authorizing the Mayor to execute any necessary documents.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024, (to be expended by December 31, 2026). On February 25, 2008, City Council approved Ordinance No. 7753 which included Amendment No. 1 to the St. Anne's Lease Agreement that extended the term of the Lease through 2018 and provided for the construction of public restrooms at the park with federal funds, requiring that the public improvements be dedicated to a public purpose for at least ten (10) years.

BACKGROUND:

The City of Pueblo and the Diocese of Pueblo entered into a Lease Agreement in January 2004 for a five-year period ending December 31, 2008, for use of the area adjacent to St. Anne's Church (2701 East 12th Street) as a recreational area, park, and playground. The park includes a softball field, restroom, and a playground. The City constructed additional improvements at the park in 2016 and 2017 with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development, further requiring the public improvements be dedicated to a public purpose through 2028.

On January 1, 2018, the terms of the Lease allowed for automatic month-to-month renewal. In early 2023, the Diocese wanted to sell St. Anne's Park to the City. Amendment No. 2 was approved on February 17, 2023, which extended the Lease Agreement until such time as the real property could be sold to the City, but no later than December 31, 2023.

FINANCIAL IMPLICATIONS:

The City will be doing the "Rearrangement of Property Boundaries" survey in February 2024 at a cost of approx. \$24,000. The appraised property value for the subdivided property was estimated at \$140,000. Dioceses has agreed to sell the City the property for \$120,000, but the City will be required to install a fence along the new property boundary and adjust the irrigation and electrical systems.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City Council could decide not to support or fund the acquisition of the property and use as a recreational facility within the City.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15498

A RESOLUTION AUTHORIZING PAYMENT OF ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF PURCHASING THE PROPERTY KNOWN AS 2701 EAST 12TH STREET, PUEBLO, CO, PERFORMING CERTAIN PROPERTY BOUNDARY CHANGES, PERFORMING CERTAIN IMPROVEMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY REQUIRED DOCUMENTS, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

RECITALS

The following recitals are incorporated in and made part of this Resolution:

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act ("ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (C"CFr"); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$35.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the CFR; and

WHEREAS, under the Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of one hundred eighty thousand dollars (\$180,000) are hereby authorized for payment from Project No. CI2113 – American Rescue Plan Act, for purposes of acquiring the property known as 2701 East 12th Street, Pueblo, Co, performing certain property boundary changes and performing certain improvements to the property.

SECTION 2.

The Mayor is hereby authorized to execute any and all necessary documents to facilitate the purchase of 2701 East 12th Street, Pueblo, Colorado.

SECTION 3.

The officers and staff of the City are authorized to perform all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$179,386.00 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 23-076 DESIGN OF LAKE AND ORMAN ROUNDABOUT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Dibble & Associates Consulting Engineers, Inc., to render certain professional planning, design, civil engineering, and related services. Dibble & Associates Consulting Engineers, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$179,386.00.

PREVIOUS COUNCIL ACTION:

Ordinance 10368, approved on January 25, 2023, created Project No. PL2202 Lake Avenue and Orman Avenue Roundabout Project, approved an IGA with CDOT, transferred funds \$150,000.00 for the required 10% match and budgeted and appropriated \$1,500,000.00 for the project.

BACKGROUND:

The City was awarded a Highway Safety Improvement Program grant for improvements at the intersection of Lake Avenue and Orman Avenue in 2022. Despite the fact this is a signalized intersection, 77% of the crashes were broadsides (front to side). Because of the high percentage of broadsides at this intersection, it is a good candidate for a roundabout. The Federal Highway Administration has identified the roundabout construction as one of the most significant accident countermeasure concepts and current speed studies of existing Pueblo roundabouts have shown average speeds in the low 20 miles per hour (MPH) range.

The intersection of Lake Avenue and Orman Avenue is in close proximity to Pueblo Central High School. This improvement will enhance the safety of drivers, bicyclists, and pedestrians of all ages and abilities.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$179,386.00 will be paid from PL2202 – Lake Avenue and Orman Avenue Roundabout Project.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in cancellation of the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-076 Dibble Agreement Design of Lake and Orman Roundabout

RESOLUTION NO. 15474

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$179,386.00 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 23-076 DESIGN OF LAKE AND ORMAN ROUNDABOUT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Dibble & Associates Consulting Engineers, Inc., for Project No. 23-076 Design of Lake and Orman Roundabout, has been received and examined; AND,

WHEREAS, the Proposal of Dibble & Associates Consulting Engineers, Inc., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-076 Design of Lake and Orman Roundabout to be performed, and the contract for said services is hereby awarded to Dibble & Associates Consulting Engineers, Inc., in the amount of \$179,386.00.

SECTION 2.

Funds for said Agreement shall be paid from Project No. PL2202 - Lake Avenue and Orman Avenue Roundabout Project.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

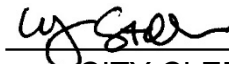
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.**

23-076

DESIGN OF LAKE AND ORMAN ROUNDABOUT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona Corporation (hereinafter referred to as "Consultant") a professional engineering firm, for engineer to render certain professional planning, design, engineering, and related services for City in connection with Bid 23-076 Design of Lake and Orman Roundabout, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Consultant shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[n/a] - Study and Report Phase

[x] - Preliminary Design Phase

[x] - Final Design Phase

[x] - Preparation of Contract Documents Phase and Bidding Phase (separate in Scope of Services)

[x] - Construction Services Phase

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning. Consultant shall also provide any surveying and geotechnical services incidental to its work on the Project.
- C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 attached hereto and incorporated herein and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.
- D. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

- E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any engineering services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.
- G. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase.

If Consultant is to provide professional services with respect to the Project during the Study and Report Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City to determine the requirements for the Project and review available data. Advise City as to the necessity of providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.
- B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- D. Provide general economic analysis of City's requirements applicable to various alternatives.
- E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional copies as needed for no additional charge.

2.2. Preliminary Design Phase

If Consultant is to provide professional services with respect to the Project during the Preliminary Design Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.
- B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.
- E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.3. Final Design Phase

If Consultant is to provide professional services with respect to the Project during the Final Design Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.
- B. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.
- C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

- D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
- E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Preparation of Contract Documents Phase and Bidding Phase

If Consultant is to provide professional services with respect to the Project during the Construction Documents Phase and Bidding Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.
- B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.
- C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.
- D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.
- E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

2.5. Construction Phase

If Consultant is to provide professional services with respect to the Project during the Construction Phase, after award by the City of a general contractor for construction of the Project, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.
- B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.
- C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.
- D. Promptly advise the City in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.
- E. Reject any work on the Project that does not conform to the contract documents.
- F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.
- G. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.
- H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.
- I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.
- J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.
- K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built

drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

- L. The Consultant shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the City or Contractor, the Consultant shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Consultant shall be final and binding on the Contractor and City, unless the Director of Public Works of the City shall, within seven calendar days after receipt of the Consultant's interpretation or decision, file its written objections thereto with the Consultant and Contractor.

2.6. Additional Responsibilities

This section applies to all phases of Consultant's work:

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.
- B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.
- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in

Schedule 4 "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.
- F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.
- G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

- A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.
- B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

- C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.
- D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.
- H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 "Services" and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

1. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$179,386.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

2. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
3. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
4. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
5. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right

to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Plans, drawings, designs, specifications, technical data, reports, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all communication, notes, designs, drawings, specifications, technical data, reports, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, 211 E. D. Street, Pueblo, CO, 81003; or to the Consultant, Dibble & Associates Consulting Engineers, Inc., Attn: Tim Wolfe, PE, Vice President/Business Unit Leader-Transportation, 2696 S. Colorado Blvd., Ste. 330, Denver, CO, 80222. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 23-076 Design of Lake and Orman Roundabout are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo.

7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11. Appropriations

- A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.
- B. Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

1. Consultant understands that City may be funding the Project in whole or part with funds provided by the State of Colorado Intergovernmental Agreement dated October 10, 2022 between the State of Colorado and City. The grant agreement utilizes funds from the Colorado Department of Transportation (CDOT), State of Colorado. Consultant agrees it is subject to and shall comply with all applicable provisions of said State and CDOT for which the contract award has been made and applicable regulations.
2. Consultant shall comply with the attached State of Colorado Intergovernmental Agreement, the Colorado Department of Transportation (CDOT) Requirements, and any/all other Federal, State, and local laws applicable to its activities.
3. All records with respect to any matters covered by this Agreement shall be available for inspection by City, the State of Colorado, and CDOT at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
4. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, their employees, subcontractors, and consultants.

10.2. Minimum Requirements

Insurance coverage shall meet all requirements of the Grant Agreement. Consultant shall obtain and keep in force the following insurance policies and meet and perform the following conditions and requirements:

1. Workers' Compensation Insurance as required by statutory requirements in Colorado and in any other state or states where the work is performed, and employers' liability insurance covering all employees acting within the course and scope of their employment.
2. Commercial General Liability Insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any 1 fire
3. Automobile Liability
 - a. Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
4. Protected Information
 - a. Liability insurance covering all loss of State Confidential Information as defined in the Grant Agreement, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
 - i. \$1,000,000 each occurrence; and
 - ii. \$2,000,000 general aggregate
5. Professional Liability Insurance
 - a. Professional Liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - i. \$1,000,000 each occurrence; and

- ii. \$1,000,000 general aggregate

6. Crime Insurance

- a. Crime insurance including employee dishonesty coverage with minimum limits as follows:
 - i. \$1,000,000 each occurrence; and
 - ii. \$1,000,000 general aggregate

7. Insurance Conditions and Requirements

- a. All insurance policies shall be issued by insurance companies with an AM Best rating of A-VIII or better.
- b. The City and State shall be named as an additional insured on all commercial general liability policies required of Consultant. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to City and State.
- c. Coverage provided by Consultant shall be primary over any insurance or self- insurance program carried by City or State.
- d. All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to City.
- e. All commercial insurance policies shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against City and State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- f. Consultant shall provide certificates evidencing Consultant's insurance coverage required under this Agreement as a condition.

10.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally

impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

13. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

14. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of 5 pages.
- Schedule 2 - "Fee Schedule" consisting of 3 pages.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 8 pages.
- Schedule 5 - "Colorado Department of Transportation Requirements" and "Intergovernmental Agreement" consisting of 141pages.

15. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

DIBBLE & ASSOCIATES CONSULTING
ENGINEERS, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Tim Wolfe, PE, Vice President
Business Unit Leader-Transportation

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM
Department of Law

David Wyatt, Assistant City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Schedule 5 – Colorado Department of Transportation Requirements and
Intergovernmental Agreement
Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated October 31, 2023, Section 3

3.1. Objective

This project shall include basic design, engineering, planning, and consulting for a roundabout to be located at the intersection of Lake Avenue and Orman Avenue in the City of Pueblo.

- A. The City may elect to award any/all phases of the project as City deems necessary, as budget allows, and/or as funding is available.

3.2. Minimum Qualifications

- A. Consultants responding to this request must demonstrate prime personnel, subconsultants, subcontractors, and team members qualified to perform the services detailed in this RFQ.
- B. All professionals, if required by the State of Colorado to perform their services, must show proof of licensing.
- C. Additionally, Consultants shall be knowledgeable in the regulations and requirements of the Department of Public Works with respect to the services and work contemplated by this agreement. Consultant(s) shall perform such services and work in compliance with each project.

3.3. Scope of Service

All drawings, designs, plans, specifications, etc. shall follow CDOT format. Designs shall comply with the most current versions of the *Public Right-of-Way Accessibility Guidelines* (PROWAG), CDOT Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and City of Pueblo *Standard Construction Specifications and Standard Details* adopted April 11, 2022.

A. **Preliminary Design**

1. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria.
2. Perform fieldwork (geotechnical testing, surveying, etc.) as required to provide the complete design.
3. Provide geotechnical investigation and reporting for the project area to support the design.
4. Survey shall generally include topographic surveys, plat and title research, mapping and CAD services, and survey control. Survey control may be required to be transformed to additional coordinate systems for the use and information of additional agencies such as CDOT or City of Pueblo. Survey services shall follow the guidance of the CDOT Survey Manual.

5. Traffic volume counts were completed in 2018 (see below). Due to the limited amount of traffic at the intersection updated counts are not necessary to complete this project; however, if required by the consultant to complete the design, the City of Pueblo can provide updated counts.
 - a. The average daily traffic (ADT) is 9,734 vehicles per day (vpd).
 - b. The northeast-bound and southwest-bound total is 6,361 vpd.
 - c. The northwest-bound and southeast-bound total is 3,373 vpd.
6. Prepare preliminary design plans (considered as 30% complete relative to final design) that adequately represent the design intent as represented in the preliminary design from the CDOT grant.
7. Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
8. Prepare and submit to Owner a requirements checklist of any subsurface investigation, right-of-way acquisition, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
9. Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to Owner based thereon.
10. Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
11. Consultant shall provide environmental assessment as required for CDOT environmental clearance, including hazardous materials. CDOT will provide review for History Section 106, Section 4(f), archaeological resources, paleontological resources, and biological resources, if those are required.
12. Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, CDOT, etc.).
13. Allow a minimum two (2) full weeks for City and CDOT staff review.
14. Consultant shall furnish one (1) electronic copy of each above referenced submittal document to Owner for Owner's use.
15. Coordinate a Field Inspection Review (FIR) meeting with the City and CDOT staff to review the design plan comments.
16. Incorporate review and FIR comments into documents after the FIR Meeting.

17. Prepare for and host one (1) public information meeting. The City will coordinate the location and advertising. The consultant shall provide materials, slideshow and exhibits for presentation.
18. Additional public information efforts (i.e., postcards, flyers, website content, email distributions to stakeholders, media drafts, etc.) will be necessary to keep all interested parties updated on the progress of the project and to obtain input from property owners located within a 500-foot radius of the intersection.

B. Final Design Phase

1. Perform final engineering and site design. Consultant shall include plans and profile, sections, storm water plans, and related work (including all incidentals).
2. Provide all necessary documents to obtain clearances that are required by CDOT.
3. Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.
4. Provide technical criteria, written descriptions, and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.
5. Based upon Consultant's customary and usual professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
6. Consultant shall furnish an electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.
7. Allow a minimum two (2) full weeks for City and CDOT staff review.
8. Coordinate a 90% Final Office Review (FOR) meeting with the City and CDOT staff to review the design plan comments
9. Incorporate review and FOR comments into documents after the FOR Meeting.

C. Preparation of Contract Documents and Bidding Phase

1. Provide stamped Contract Documents (drawings, specifications, bid tabulation, etc.) for bidding the project in accordance with the requirements of the Director of Public Works and the City's procurement process.
2. The final design must be stamped and shall be utilized for bidding, permitting, and construction.

3. Provide electronic files of drawings to the City in AutoCAD format.
4. Provide design drawings and specifications in both Microsoft Word and Adobe PDF formatting.
5. Provide final cost estimate and bid tabulation in Microsoft Excel format.
6. Attend a pre-bid conference with bidders and City to discuss project requirements.
7. Consult with and make recommendations to Owner concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Consultant's advice.

D. Bidding Phase

- E. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements.

1. Consultant will:
 - a. Assist City departments with any necessary meetings, addenda, etc.
 - b. Participate in a pre-bid conference and walkthrough on site with construction bidders and the City of Pueblo to discuss project requirements.
 - c. Interpret and clarify contract documents for bidders.
 - d. Assist the City with requests for information from bidders and coordinate with the City for responses and required modifications.
 - e. Prepare documentation related to any modifications that may be required.
2. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.
3. Note: Any approved modifications to the bidding documents will be issued by Addendum by the City.

F. Construction Services Phase

1. Provide all services necessary to provide post construction award services (PCAS) to include but not limited to the following:

- a. Respond to requests for information from Contractor and review Contractor submittals (estimate 10 hours).
- b. Assist with resolution of critical construction issues as needed in an “on call” capacity (estimate 10 hours)
- c. Attend pre-construction, and other critical meetings as related to the project (estimate 5 hours).
- d. Attend specific construction issue meetings on an on-call basis (estimate 10 hours)
- e. Consultant shall prepare final as-built drawings, based on redlines from the contractor.

G. Project Implementation

- 1. At no time will Consultant be allowed to begin a project phase prior to approval and expect to be reimbursed by City. All project phases shall be assigned and coordinated with the City’s Project Manager.
- 2. Cost overages during the project must be pre-authorized and obtain written approval of the City’s Project Manager.

3.4. Bid Alternates

Provide the following costs as separate line items which will be added to the contract if required.

A. Subsurface Utility Engineering (SUE):

- 1. Provide SUE in accordance with ASCE 38.
- 2. Provide a SUE investigation and report/letter to support the design.
- 3. It is anticipated that the final SUE report will include Quality Level D data on all utilities.

B. Right-of-way acquisition:

- 1. Verify ownership of properties and recorded easements, obtain title commitments for affected parcels, and research land records.
- 2. Based on the preliminary design plans, prepare a final set of right-of-way (ROW) plans showing jurisdictional boundaries, proposed encroachments onto adjacent properties as a result of the preliminary design and/or utility relocations.
- 3. Plans are to be prepared in general conformance with the requirements of CDOT’s ROW Manual.
- 4. If needed, provide detailed identification of any necessary land acquisitions, temporary and permanent easements, and provide legal descriptions and exhibits for acquisitions.
- 5. CDOT will act as acquisition agent for any ROW acquisition.

Schedule 2

Fee Schedule

Excerpt from Consultant's Pricing Proposal dated November 21, 2023

Base Bid and Bid Alternate for SUE				
Line Item	Description	Quantity	Unit of Measure	Total
1	Preliminary Design Phase	1	Lump Sum	\$90,296.00
2	Final Design Phase	1	Lump Sum	\$28,536.00
3	Preparation of Construction Documents	1	Lump Sum	\$22,401.00
4	Bidding Phase	1	Lump Sum	\$3,054.00
5	Construction Services Phase	1	Lump Sum	\$11,897.00
7	Subsurface Utility Engineering (SUE)	1	Lump Sum	23,202.00
	Total			\$179,386.00
Bid Alternates – Not Awarded				
6	Right-of-Way Plans	1	Lump Sum	\$17,600.00
Additional Services				
8	Principal	Per Person Per Hour		\$295.00
9	General Manager	Per Person Per Hour		\$0.00
10	Team Leader	Per Person Per Hour		\$0.00
11	Construction Manager	Per Person Per Hour		\$205.00
12	Senior Project Manager	Per Person Per Hour		\$225.00
13	Project Manager	Per Person Per Hour		\$205.00
14	Project Lead	Per Person Per Hour		\$205.00
15	Project Coordinator	Per Person Per Hour		\$125.00
16	QA/QC Manager	Per Person Per Hour		\$205.00
17	Principal Engineer	Per Person Per Hour		\$245.00
18	Senior Engineer	Per Person Per Hour		\$205.00
19	Project Engineer	Per Person Per Hour		\$172.00
20	Design Engineer	Per Person Per Hour		\$172.00
21	Assistant Project Engineer	Per Person Per Hour		\$139.00
22	Engineer In Training	Per Person Per Hour		\$139.00
23	Senior Planner	Per Person Per Hour		\$215.00
24	Senior Project Planner	Per Person Per Hour		\$215.00
25	Project Planner	Per Person Per Hour		\$170.00
26	Senior Landscape Architect	Per Person Per Hour		\$0.00
27	Senior Project Landscape Architect	Per Person Per Hour		\$0.00
28	Project Landscape Architect	Per Person Per Hour		\$0.00
29	Associate Landscape Architect	Per Person Per Hour		\$0.00
30	Assistant Landscape Architect	Per Person Per Hour		\$0.00

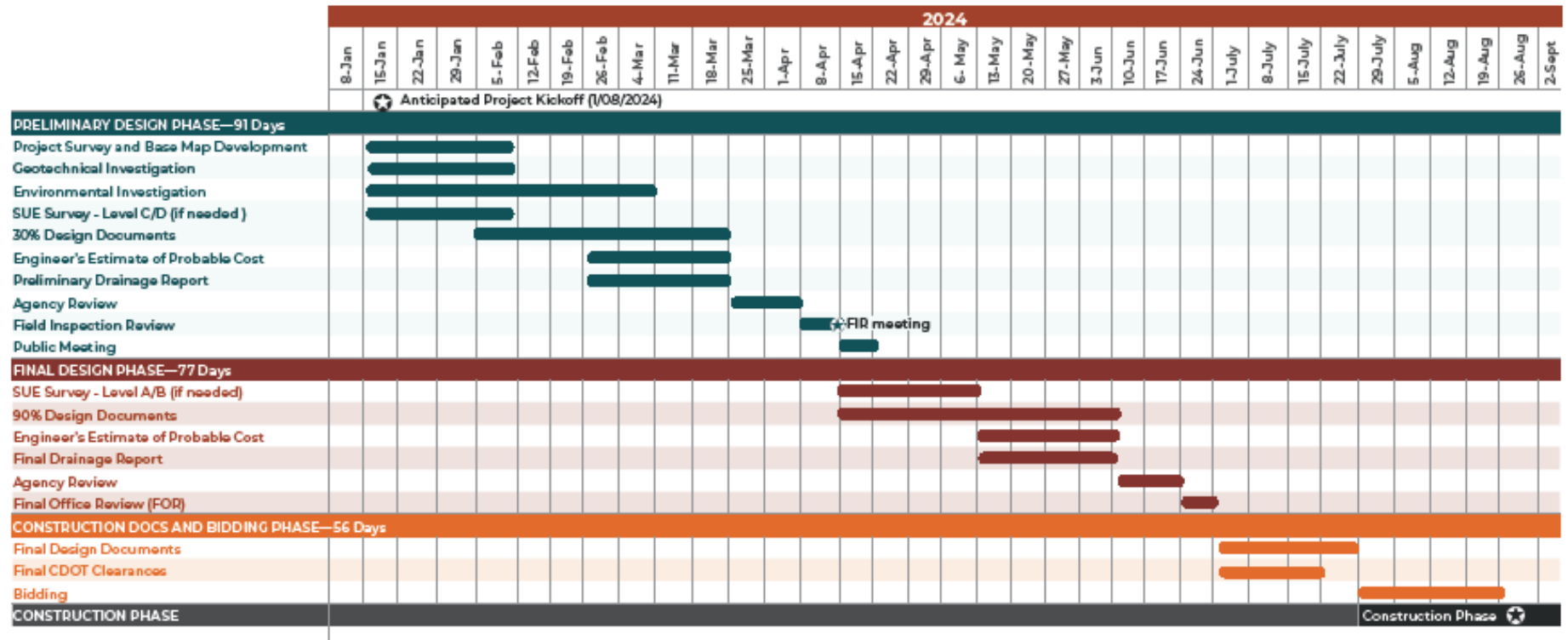
31	Senior Designer	Per Person Per Hour	\$147.00
32	Advanced Design Technician	Per Person Per Hour	\$143.00
33	Design Manager	Per Person Per Hour	\$147.00
34	Design Technical Manager	Per Person Per Hour	\$147.00
35	Designer	Per Person Per Hour	\$126.00
36	Design Associate	Per Person Per Hour	\$0.00
37	Senior Construction Inspector	Per Person Per Hour	\$145.00
38	Construction Inspector	Per Person Per Hour	\$135.00
39	Building Inspector	Per Person Per Hour	\$0.00
40	Senior Technician	Per Person Per Hour	\$143.00
41	Technician	Per Person Per Hour	\$119.00
42	CAD Manager	Per Person Per Hour	\$147.00
43	Drafting Manager	Per Person Per Hour	\$147.00
44	Advanced Drafter	Per Person Per Hour	\$147.00
45	Intermediate Drafter	Per Person Per Hour	\$126.00
46	Drafter	Per Person Per Hour	\$126.00
47	Land Survey Manager	Per Person Per Hour	\$190.00
48	Land Surveyor	Per Person Per Hour	\$170.00
49	Survey Technician	Per Person Per Hour	\$107.00
50	One-Man Survey	Per Person Per Hour	\$122.00
51	Two-Man Survey Crew	Per Person Per Hour	\$200.00
52	GIS Analyst	Per Person Per Hour	\$140.00
53	Technical Writer	Per Person Per Hour	\$118.00
54	Expert Witness	Per Person Per Hour	\$100.00
55	Industry Expert	Per Person Per Hour	\$205.00
56	Intern	Per Person Per Hour	\$85.00
57	Senior Business Consultant	Per Person Per Hour	\$120.00
58	Senior Administrative Assistant	Per Person Per Hour	\$100.00
59	Administrative Office Manager	Per Person Per Hour	\$100.00
60	Administrative Office Coordinator	Per Person Per Hour	\$85.00
61	Administrative Assistant	Per Person Per Hour	\$85.00
62	Clerical	Per Person Per Hour	\$85.00
63	Network Administrator	Per Person Per Hour	\$115.00
64	Marketing Specialist	Per Person Per Hour	\$120.00
Reimbursable Expenses			
73	Mileage/Travel	Cost Plus Percent	15.0%
74	Reimbursable Expenses	Cost Plus Percent	0.0%
75	Subconsultants	Cost Plus Percent	0.0%
Additional Reimbursables			
76	Reproduction	Each	\$150.00

77	Prints (11" x17", 18" x 24")	Each	\$1.00
78	Prints (24" x 36")	Each	\$3.00

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated November 21, 2023, Page 37



Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated November 21, 2023, Pages 11 – 18

Subconsultants

Farnsworth Group, Ninyo & Moore, and All Phase Environmental Consultants round out the Dibble team. With staff based in Southern Colorado and established histories working in Pueblo, they will provide specialized technical services for the Lake and Orman roundabout improvements.



FARNSWORTH GROUP SURVEY, ROW DESIGN, SUE

Founded in the 1890s, Farnsworth Group is an employee-owned, full-service design firm with over 500 engineers, architects, surveyors, commissioning authorities, technicians, and support personnel across the United States. With four Colorado offices (Colorado Springs, Denver, Fort Collins, and Durango) Farnsworth Group ensures agility and swift response.

Their local survey team team excels in land surveying and subsurface utility engineering, offering a broad range of surveying and engineering services, including boundary/right-of-way (ROW) surveys, ALTA/ACSM land title surveys, municipal and governmental boundaries, topographic design surveys, legal descriptions for right-of-way and easement acquisition, CDOT right-of-way plans, title research, aerial mapping, control networks, railroad consulting/liaison services, construction surveying, and expert witness testimony. Farnsworth Group team has extensive history working with the City of Pueblo and El Paso County.



NINYO & MOORE GEOTECHNICAL

Established in San Diego in 1986, Ninyo & Moore is one of the largest engineering firms specializing in geotechnical engineering, environmental engineering and materials testing and inspection services.

Ninyo & Moore has fully equipped and certified in-house testing laboratories that offer full-service field and laboratory services for geotechnical design, and soil and materials testing projects.

Ninyo & Moore has provided innovative solutions to complex geotechnical and environmental challenges. Ninyo & Moore provides specialized services in the areas of geotechnical engineering, engineering geology, environmental engineering, hazardous materials, construction inspection and testing, geophysics, forensic engineering, and industrial hygiene.



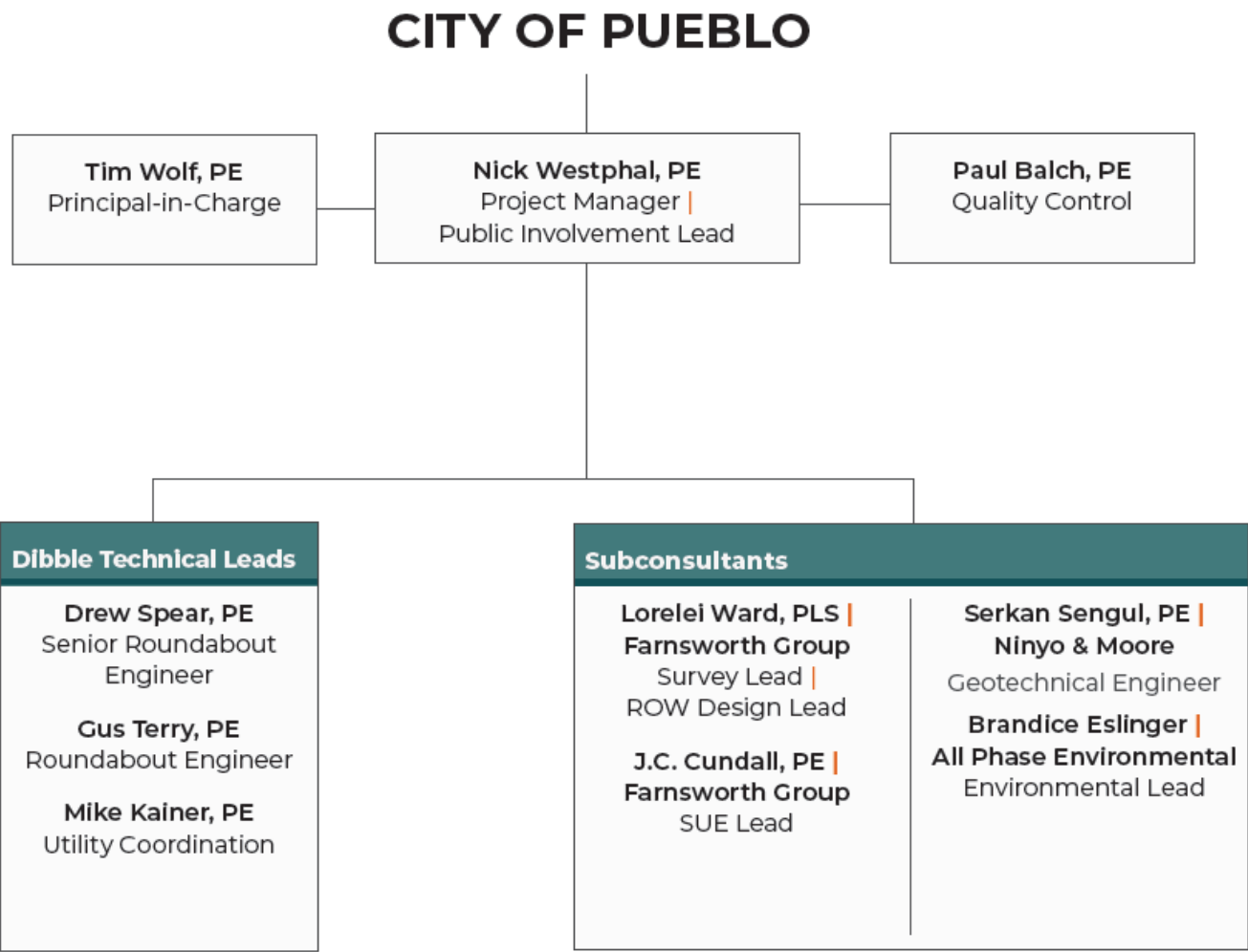
ALL PHASE ENVIRONMENTAL ENVIRONMENTAL

All-Phase Environmental Consultants, Inc. (APEC) is based in Pueblo, located in the downtown area. APEC is a multidisciplinary environmental consulting firm that has been solving environmental problems associated with regulatory and liability issues since 1999. The quality of APEC's work coupled with the staff has earned APEC a reputation of a high-quality, cost-effective, quick turnaround organization. They are a valued Dibble partner, having recently served as the environmental lead for the Prairie Avenue to Minnequa Lake Trail project.

APEC is well established and versed in the NEPA evaluation criteria, particularly the CDOT Form 1399 and Form 128. Additionally, All-Phase conducts ASTM E1257-21 compliant Phase I's, transaction screens, and Phase II's, all of which can be incorporated into the NEPA process. All Phase has comprehensive knowledge and experience with the relevant portions of the NEPA process including Section 106 requirements and coordination with the SHPO office, Section 7 of the Endangered Species Act, Section 404 permits if applicable, floodplains, noise, air quality, socioeconomic impacts, to name a few.

B. Project Team Key Individuals

The Dibble team was purpose-built to meet the needs of the Lake and Orman roundabout project. It is a streamlined team composed of Dibble and subconsultant staff who have previously worked with the City of Pueblo, possess deep experience with similar municipal improvement projects, and thoroughly understand the CDOT Local Agency process. By leveraging these strengths, the Dibble team is poised to optimize the team's performance and efficiency.



C. Key Individuals Resumes

Resumes detailing the qualifications and correlated project history for these key individuals begin on the following page. These are the personnel we commit to this project. Should a circumstance arise requiring alternative personnel to join the team, Dibble will first submit (in writing) the alternate's qualifications for the City's review and approval.



EDUCATION

BS, Civil Engineering, University of Toledo

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 49619

DIBBLE

*Experience prior to Dibble

NICK WESTPHAL, PE

Project Manager | Public Involvement Lead

Nick is a project manager in Dibble's Denver office who has managed, designed, and participated in numerous projects during his 15-year career involving transportation design, signing, striping, utility design, site grading, drainage analysis, and construction inspection. In addition to design, he has also managed and produced multiple traffic impact studies, design concept reports, and hydrology reports for various transportation projects. Nick brings directly relevant similar experience. As Project Manager for the Prairie Avenue to Minnequa Lake Trail project, he has successfully delivered multimodal infrastructure improvements in Pueblo in accordance with CDOT Local Agency requirements. His roundabout project experience includes small neighborhood traffic circles to high speed, multi-lane roundabouts. He understands the intricacies of roundabout design and will bring that experience to the Lake and Orman roundabout design.

REPRESENTATIVE PROJECTS

Queen Creek: Frontier Family/East Park | Queen Creek, AZ | Role: Project Manager

Dibble is teamed with J2 Design to provide planning and design services for the new 91-acre Frontier Family Park. Dibble's role is to provide design for off-site roadway improvements, including designing a new Ryan Road extension, a new internal Park Road with a roundabout access, the onsite parking lots, and all water and sewer extensions and services. The new roundabout is central to the park and includes access to multiple roadway legs and the main parking lot. Bicycle and pedestrian paths were designed to be accommodated by the roundabout.

***NCDP 56(55) Billings Bypass | Billings, MT | Role: Project Engineer.**

The project included developing construction documents for an improved roadway and roundabout intersections along Five Mile Road. Two roundabouts were constructed, one at the intersection with the new Billings Bypass and one at the existing intersection of Highway 312. The intersections were designed as new single-lane roundabouts. Subsurface utility engineering was conducted for the intersection to limit conflicts with existing utilities. ROW plans were developed for the new required ROW.

***SR-9 at 24th Street Roundabout | Lake Stevens, WA | Role: Project Engineer.**

The project included developing a new high-speed two-lane roundabout along SR 9 in Lake Stevens, Washington. Working closely with the City of Lake Stevens and the Washington Department of Transportation, Nick provided the preliminary 30% design documents for the roundabout and developed the design criteria and requirements for the roundabout including entry speed and fastest path analysis.

City of Pueblo: Prairie Avenue to Minnequa Lake Trail | Pueblo, CO | Role: Project Manager & Engineer of Record

Dibble designed a concrete path, beginning at Pueblo Boulevard Avenue and extending north, then east to the Minnequa Lake Trail. The concrete path is 10-feet in width with connections to existing sidewalks and newly designed trailheads. The team also completed a geotechnical analysis, environmental documentation, and a public meeting. The project was a Local Agency project, funded through a CDOT grant.



EDUCATION

BS, Engineering, Purdue University

MS, Civil Engineering, Arizona State University

REGISTRATIONS

Arizona, Registered Professional Engineer, No. 24154

DIBBLE

TIM WOLFE, PE

Principal-in-Charge

Tim will oversee project team performance to the City's service and quality expectations. He brings 34 years of experience in project management, traffic engineering, intelligent transportation systems, highway construction, operations and maintenance. Prior to joining Dibble, Tim worked for 27 years at the Arizona Department of Transportation (ADOT). Tim served the last six years as the Phoenix Maintenance District Engineer where he managed over 5,000 lane miles of urban freeway and oversaw the delivery of a \$50M operations and maintenance budget. Having served as Principal-in-Charge for most of Dibble's transportation projects in Colorado, Tim is well-versed with municipal project delivery in accordance with local agency requirements.

REPRESENTATIVE PROJECTS

- > 101 Frontage Road Access | Scottsdale, AZ | Role: Project Principal
- > Via Linda & 90th Street Intersection Study | Scottsdale, AZ | Role: Project Principal
- > ADOT: US 93/US 60 Wickenburg Bypass (Two Roundabouts) | Wickenburg, AZ | Role: Project Principal
- > ADOT: US 191 and I-40 Traffic Interchange (Three Roundabouts) | Role: QA/QC
- > ADOT: SR 64, Tusayan Street Improvements (Two Roundabouts) | Role: Project Principal
- > ADOT: I-19, West Frontage Road (Two Roundabouts) | Tucson, AZ | Role: Project Principal



EDUCATION

BS, Engineering, Northern Arizona University

REGISTRATIONS

Arizona, Registered Professional Engineer, No. 40957

DIBBLE

PAUL BALCH, PE

Quality Control

Paul has provided clients with detail-oriented solutions to complex projects for more than 25 years. He has earned a reputation for being quality conscious, and for "going the extra mile" during project reviews to maximize value and minimize risk for clients. His expertise encompasses all facets of engineering services including due diligence, master planning, feasibility studies, and design and contract document preparation for public works, private development, and commercial development. Additional professional skills include total project management, construction management, inspection, cost estimates, and budget and schedule control. Paul will ensure that the project deliverables are complete and accurate prior to submittal.

REPRESENTATIVE PROJECTS

- > Northsight Blvd. Extension Schematic | Scottsdale, AZ | Role: QA/QC
- > Mill Avenue Improvements (Single Roundabout) | Tempe, AZ | Role: QA/QC
- > ADOT: US 93/US 60 Wickenburg Bypass (Two Roundabouts) | Wickenburg, AZ | Role: QA/QC
- > ADOT: US 191 and I-40 Traffic Interchange (Three Roundabouts) | Role: QA/QC
- > ADOT: SR 64, Tusayan Street Improvements (Two Roundabouts) | Role: QA/QC
- > ADOT: I-19, West Frontage Road (Two Roundabouts) | Tucson, AZ | Role: QA/QC



EDUCATION

BS, Civil Engineering, Colorado School of Mines

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 53136

DIBBLE

DREW SPEAR, PE

Senior Roundabout Engineer

Drew has 37 years of experience in transportation and traffic engineering in both planning and design. His past planning projects include intersection safety and improvement studies, signal studies, ADA studies, corridor studies, location studies, design concept studies, safety analysis, and feasibility studies. Drew brings particular expertise in developing traffic design, roadway design, comprehensive construction phasing, traffic control plans, cost analyses, prioritization, implementation planning, and traffic calming elements.

REPRESENTATIVE PROJECTS

101 Frontage Road Access | Scottsdale, AZ | Role: Project Manager

Drew prepared a traffic study and schematic design report to develop five intersection improvements and three access road connection concepts through a heavily congested section of the Scottsdale Airpark commercial center. The plan include two mini roundabouts along the 87th Street alignment which added capacity and mobility through this commercial corridor.

Via Linda & 90th Street Intersection Study | Scottsdale, AZ | Role: Project Manager

Drew and his team developed a multi-lane roundabout concept for this major collector to minor arterial intersection where the northbound to eastbound right turn and westbound to southbound left turn were the predominant movements.

Northsight Blvd. Extension Schematic | Scottsdale, AZ | Role: Project Manager

After preparing a thorough traffic study which developed and analyzed alternatives to improve traffic congestion at the Frank Lloyd Wright Blvd (FLWB) and Hayden Blvd. intersection, Drew and his team developed plans to disperse traffic around this heavily traveled intersection by extending Northsight Blvd to intersect with FLWB in north Scottsdale. The team found that the downstream intersection at Hayden Blvd and Northsight could be converted to a roundabout allowing better intersection left turn capacity and safety. The concept would improve the major arterial to minor arterial intersection to a multi-lane roundabout and extended Northsight Blvd improvements up to FLWB.

City of Scottsdale: Raintree & Northsight Intersection Improvements | Scottsdale, AZ | Project Manager

Designed as a multi-lane roundabout with two approach lanes for each direction, Drew prepared a design that incorporated slip ramps and an eye-shaped center island to provide lanes specific to the traffic turning movements.

City of Phoenix: 32nd St and Long Shadow Trail Intersection | Phoenix, AZ | Role: Project Manager

Drew and the Dibble team designed a new multi-lane roundabout as the centerpiece to the new medical campus in north Phoenix. The roundabout included pedestrian safety and bike access facilities for these transportation modes. The access to the emergency center included a roundabout slip ramp to allow better function and safety for emergency vehicles.



GUS TERRY, PE

Roundabout Engineer

Gus' expertise throughout his career encompasses roadway, roundabout, intersection, parking lot, and drainage design. His responsibilities have included roadway design, 3D modeling, earthwork, grading and drainage calculations, utility design and coordination, signing and pavement marking design, maintenance of traffic plans, and retention basin design. Gus is experienced in Civil 3D, SignCAD, Storm Sewers, Express Flow, and AutoTURN.

REPRESENTATIVE PROJECTS

- > Queen Creek: Frontier Family/East Park | Queen Creek, AZ | Role: Project Engineer
- > Colorado Department of Human Services: Fort Logan Phase 2 Infrastructure | Denver, CO | Project Engineer
- > Pinal County: Kenworthy Road-Combs to Chandler Heights) | San Tan Valley, AZ | Project Engineer
- > Pinal County: Skyline Drive-Charbray to Gantzel | Scottsdale, AZ | Project Engineer

EDUCATION

BS, Civil Engineering, Colorado State University

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 63284

DIBBLE



MIKE KAINER, PE

Utility Coordination Lead

Mike brings 11 years of experience in transportation and civil water engineering to the Dibble team. His project experience includes pipelines and heavy civil engineering. Pipeline work experience includes DIP, PVC, FRP, HDPE, and Steel finished, raw water, and sanitary sewer pipelines. Rehabilitation techniques include cured-in-place pipe and sliplining. More specifically his experience includes pipeline alignment studies, pipeline condition assessments, site investigations, design calculations, hydraulics, and construction of pipelines ranging from distribution piping to transmission mains. His direct responsibilities have included field inspections, utility research, hydraulics and transient modeling, material design calculations, easement acquisition and legal descriptions, rehabilitation analysis, and coordination with contractors.

REPRESENTATIVE PROJECTS

- > State of Colorado: Fort Logan Phase 2 Infrastructure | Denver, CO | Project Engineer
- > *Northern Colorado Water Conservancy District: Southern Water Supply Project II | Boulder and Longmont, CO | Project Engineer
- > *Colorado Springs Utilities: Homestake Suction Pipeline Replacement | Colorado Springs, CO | Project Engineer
- > *Left Hand Water District State Highway 119 Waterline Relocation, | Boulder County, CO | Project Engineer

EDUCATION

BS, Civil Engineering, University of Colorado-Boulder

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 52396

DIBBLE

*Experience prior to Dibble



LORELEI WARD, PLS

Survey and ROW Design Lead

Lorelei has more than 32 years of survey and right-of-way experience. She started her survey career at the Denver Water Board and later joined the CDOT Survey/Right-of-Way Department, spending 27 years with the agency. Over the course of her career, Lorelei developed an extensive background in various types of surveys (topographic, utility, drainage, boundary, and ROW). Since transitioning to the private sector, she has serves as a land survey manager and leads ROW and plan development, including consultant management, cost estimating, survey research, boundary analysis, survey control, property descriptions, right-of-way plans, and land survey plats. Her experience with both the public and the private sectors has given her a well-rounded knowledge of how every phase of a survey project is planned and executed, and this expertise will be highly beneficial to your projects.

EDUCATION

BS, Civil Engineering Technology,
University of Southern Colorado

REGISTRATION

Colorado, Professional Land
Surveyor, No. 34982



REPRESENTATIVE PROJECTS

- > CDOT Region 2: I-25 at SH 50 SUE and ROW Plans | Pueblo, CO | Field Survey Lead for SUE and ROW Plan Production
- > CDOT Region 2: Drew Dix Parkway Roundabout | Pueblo, CO | Field Survey Lead for Topographic Survey, SUE, and ROW Plan Production
- > El Paso County: Beacon Lite Road Improvements | Monument, CO | Project Manager for ROW and SUE Survey



J.C. CUNDALL, PE

SUE Lead

J.C. is an accomplished engineer and project manager with more than 20 years of experience with civil infrastructure projects, including subsurface utility engineering, land development, streets, utilities, and drainage design, as well as engineering design for municipal water and wastewater systems. J.C. also has ample experience providing construction observation and administration for a variety of projects including CDOT-administered or -funded projects. He offers unmatched support to clients, ensuring their questions are answered, and their projects are executed seamlessly.

EDUCATION

BS, Civil Engineering, South
Dakota School of Mines and
Technology

REGISTRATION

Colorado, Registered Professional
Engineer, No. 41831



REPRESENTATIVE PROJECTS

- > CDOT Region 2: I-25 at SH 50 SUE and ROW Plans | Pueblo, CO | Engineering Manager-SUE Investigation
- > CDOT Region 2: Drew Dix Parkway Roundabout | Pueblo, CO | Engineering Manager-SUE Investigation
- > El Paso County: Highway 105 Improvement Project | Monument, CO | Engineering Manager-SUE Investigation



SERKAN SENGUL, PE

Principal Engineer

As a Principal Engineer, Serkan is responsible for the oversight and management of the geotechnical engineering services provided by Ninyo & Moore's Colorado offices. As a registered professional engineer, Serkan conducts forensic evaluations, investigations and analyses for geotechnical projects, directs and guides engineers and technicians in compiling and analyzing geotechnical data, provides supervision of construction materials testing projects, authors and reviews geotechnical reports, and provides technical guidance and support to the professional staff.

EDUCATION

MS, Civil Engineering, University of Colorado Denver

BS, Civil Engineering, University of Colorado at Boulder

REGISTRATION

Colorado, Registered Professional Engineer, No. 41782

Ninyo & Moore



REPRESENTATIVE PROJECTS

- > Colorado Army National Guard RTI Building Geotechnical Evaluation | Carson, CO | Principal Geotechnical Engineer and Contract Manager
- > CDOT State Highway 24 Bridge Replacement | Leadville, CO | Principal Geotechnical Engineer
- > FHWA Tarryall Creek Road Widening and Bridge Replacement | Pike National Forest | Park County, CO | Senior Engineer
- > West 98th Ave Extension Project | Westminster, CO | Senior Geotechnical Engineer
- > Washington St. Widening from 58th Avenue to State Highway 224 | Adams County, CO | Project Manager

BRANDICE ESLINGER

Environmental Lead

Brandice is the owner of All-Phase Environmental, incorporated in Pueblo County. She has more than 25 years of experience in environmental science providing expert guidance to clients from the initial phases of an environmental site assessment to No Further Action (NFA) of a site with the State of Colorado, EPA and/or other governing body. Brandice has provided environmental clearances for numerous municipal improvements, including the Prairie Ave. to Minnequa Lake Trail project with Dibble. She is a specialist in subsurface soil investigations, specifically establishing the degree of contamination, delineating the contamination, including groundwater monitoring, and finally determining the most feasible remediation techniques.

EDUCATION

BS, Environmental Science/Engineering, Minor: Geography, University of Denver

MS, Industrial and Systems Engineering, Colorado State University-Pueblo

REPRESENTATIVE PROJECTS

- > City of Pueblo – Multiple Properties (2014-2023) Environmental On-Call for Asbestos, Phase I's, Phase II's, Energy Audits, Meth and Indoor Air Quality Inspections, Lead-Based Paint Inspections | Pueblo, CO | Project Manager
- > City of Pueblo: Prairie Ave. to Minnequa Lake Trail (CDOT Local Agency Project) | Pueblo, CO | Environmental Project Manager

CERTIFICATIONS

Provided at right



CERTIFICATIONS

OPS Listed Consultant #6095 | OSHA 40 Hour HAZWOPER Certification | OSHA Site Supervisor | Due Diligence at Dawn (ASTM Standard 2000, 2005, 2013) | ASTM E1527-13 & 21 | Certified Project Designer #5494 | Certified Lead Inspector/Risk Assessor #9162 | HERS Energy Rater #9915053 | ASTM- E 1527-13 and E 1528-00, Environmental Site Assessments for Commercial Real Estate | ASTM E 1903 Standard for Phase II Environmental Site Assessments | Industrial Hygienist Environmental Professional

Schedule 5

COLO. DEPT. OF TRANSPORTATION (CDOT) REQUIREMENTS

Excerpt from Request for Proposal dated October 31, 2023, Section 10

Followed by

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT 23-HA2-XC-00138

Excerpt from Request for Proposal dated October 31, 2023, Attachment C

10.1. CDOT LOCAL AGENCY CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT REQUIREMENTS

The following requirements shall apply to FHWA-assisted contracts.

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.
2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters. Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.
3. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.
4. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.
5. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.
6. Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.

7. Consultant. An individual, firm, corporation, or other legal entity with a direct contractual relationship with the Local Agency's solicitation to render Professional Services and ancillary services.
8. Disadvantaged Business Enterprise (DBE). A Colorado certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
9. Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.
10. Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.
11. Local Agency. The City of Pueblo.
12. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.
13. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.
14. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.
15. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.
16. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.
17. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.
18. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2.

A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc) and would not be overseen by a licensed engineer.

19. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six (6) digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory at <https://coucp.dbesystem.com/>. The Local Agency may include CDOT in discussions for clarification. The consultant may contact the Civil Rights and Business Resource Center to receive guidance on whether a work code covers the work to be performed.

B. For additional information please refer to CDOT's Local Agency Civil Rights Guidelines for more information: <https://www.codot.gov/business/civilrights/compliance/prof-services/overview>.

10.2. NONDISCRIMINATION AND SUBCONTRACTING REQUIREMENTS

The following requirements apply to all contracts and subcontracts on FHWA federally assisted contracts.

- A. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- B. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- C. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:
 - 1. Withholding monthly progress payments
 - 2. Assessing sanctions
 - 3. Liquidated damages

4. Disqualifying the consultant from future bidding as non-responsible
- D. Prompt Payment. Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.
- E. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

10.3. CONTRACT COMMITMENT

At the time of initial proposal, the Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.

- A. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non-responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.
- B. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.
- C. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the

Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

- D. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.
1. Good Faith Efforts mean that the Consultant:
 - a. Documents it has obtained enough DBE participation to meet the Contract Goal, or
 - b. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so
 2. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.
 - a. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal
 - b. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal
 3. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:
 - a. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame
 - b. Reason(s) for choosing a nonDBE subconsultant over an interested DBE
 - c. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant
 - d. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame
 - e. Any other factors that may be pertinent to the factual circumstances
 4. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

- E. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.
1. The Chief Engineer or a designee will conduct administrative reconsideration.
 - a. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination
 - b. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration
 - c. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination
 - d. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity
 2. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.
 - a. If schedules permit, the parties may waive the two (2) business day requirement
 - b. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency
 - c. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond
 3. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.
 - a. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal
 - b. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

10.4. ELIGIBLE DBE PARTICIPATION

In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon

submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

- A. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.
- B. DBE participation will be tracked through the B2GNow.
- C. Only work actually performed by the DBE will count towards the Contract Goal.
 - 1. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:
 - a. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or
 - b. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services
 - 2. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.
 - a. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal
 - b. DBE firms may use an employee leasing company for the work
 - i. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees
 - ii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
 - c. Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay
 - 3. When a DBE performs as a participant in a joint venture:
 - a. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal

- b. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT
- D. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.
 - 1. To perform a Commercially Useful Function:
 - a. The DBE must be responsible for the execution of the work to be performed and
 - b. Actually performing, managing, and supervising the work
 - 2. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:
 - a. The amount of subcontracted work
 - b. Industry practices, and
 - c. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors
 - 3. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.
 - 4. A DBE is presumed as not performing a Commercially Useful Function:
 - a. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or
 - b. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.
 - c. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.
 - 5. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.
 - 6. The City's determinations regarding Commercially Useful Function matters are not appealable.

10.5. UTILIZATION PLAN MODIFICATIONS

Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of

Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

- A. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice and advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.
- B. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:
 - 1. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
 - 2. Failure or refusal by the DBE to execute a written contract
 - 3. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
 - 4. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
 - 5. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
 - 6. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
 - 7. The DBE is not a responsible Consultant
 - 8. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
 - 9. The listed DBE is ineligible to receive credit for its participation
 - 10. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform

11. The DBE ceases business operations or otherwise dissolves; and/or
 12. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant
- C. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.
1. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.
 2. An approval of the modification constitutes a modification of the Utilization Plan through CDOT. Each substitute DBE approved by the Local Agency must have documentation. Documentation similar to a Project Cost Worksheet for Subconsultants or Letter of Intent for a Supplier/Vendor that shows commitments to the firm on the contract are required. Once approved, the Local Agency will work with the CRBRC to modify the UP in B2GNow.

10.6. ENFORCEMENT

It is the responsibility of the Local Agency and Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approvals under the Contract are not an explicit or implicit approval by the Local Agency or CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Contract Civil Rights requirements.

- A. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.
- B. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:
 1. Refuse to count any fraudulent or misrepresented DBE/ESB participation
 2. Withhold progress payments to the Consultant commensurate with the violation
 3. Reduce the Consultant's prequalification status
 4. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or

5. Seek any other available contractual remedy

10.7. CONTRACT CLOSEOUT

The Local Agency will collect a completed CDOT Professional Services Closeout Report form upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever comes first. This form will report the final actual DBE participation on the Contract and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments. The Local Agency will submit the form to CDOT Civil Rights with submission of the final invoice.

10.8. NONCONSTRUCTION FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES

- A. Federal laws and regulations that may be applicable to the Work include:
 1. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agency and their contractors or the Local Agency).
 2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).
 3. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agency and the Local Agency when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).
 4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
 5. Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).
 6. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
 7. Office of Management and Budget (OMB)Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

8. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
 9. In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
 10. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).
 11. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.)
 12. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45
 13. C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
 14. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
 15. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
 16. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".
- B. Nondiscrimination. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
1. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
 2. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by

Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.
4. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.
5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
- C. Incorporation of Provisions. The Contractor will include the provisions regarding the foregoing sections and the IGA (attached) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

10.9. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following:

A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- B. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
1. The City must report all suspected or reported violations to the Federal awarding agency.
- C. Rights to Inventions Made Under a Contract or Agreement. 3 If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of

parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, Contractor agrees to the following:
1. Clean Air Act:
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.
 2. Federal Water Pollution Control Act:
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
 - b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.
- E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989

Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, Contractor shall be bound by its Bidder's Certification for Debarment, Suspension, Ineligibility and Voluntary Exclusion throughout the period of the Contract.

- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Domestic Preference for Procurement (C.F.R. § 200.322). To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.
- H. Procurement of Recovered Material (C.F.R. § 200.323).
 - 1. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - b. Meeting contract performance requirements.
 - c. At a reasonable price.
 - 2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

I. Additional Provisions.

1. Access to Records. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.
4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.
5. Changes. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.
6. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
7. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

10.10. CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED
BUSINESS ENTERPRISE REQUIREMENTS

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.

2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.
3. Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.
4. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.
5. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.
6. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.
7. Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.
8. Consultant. Contractor whether designated as engineer, consultant or otherwise who has entered an agreement with Local Agency pursuant to which mandatory federal and state contract provisions have become applicable including the requirements of this Part III.
9. Disadvantaged Business Enterprise (DBE). A Colorado certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
10. Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.
11. Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.
12. Local Agency. Pueblo, a municipal corporation.

13. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.
 14. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.
 15. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.
 16. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.
 17. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.
 18. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.
 19. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc.) and would not be overseen by a licensed engineer.
 20. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six (6) digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory at <https://coucp.dbesystem.com/>. The Local Agency may include CDOT in discussions for clarification. The consultant may contact the Civil Rights and Business Resource Center to receive guidance on whether a work code covers the work to be performed.
- B. Nondiscrimination and Subcontracting Requirements for all contracts and subcontracts on FHWA federally assisted contracts with the City.
1. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the

discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

2. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments
 - b. Assessing sanctions
 - c. Liquidated damages
 - d. Disqualifying the consultant from future bidding as non responsible
4. Prompt Payment. Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.
5. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

- C. Contract Commitment required at the time of initial proposal. The Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.
1. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.
 2. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.
 3. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.
 4. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.
 - a. Good Faith Efforts mean that the Consultant:
 - i. Documents it has obtained enough DBE participation to meet the Contract Goal, or
 - ii. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so
 - b. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.
 - i. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal

- ii. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal
 - c. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:
 - i. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame
 - ii. Reason(s) for choosing a nonDBE subconsultant over an interested DBE
 - iii. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant
 - iv. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame
 - v. Any other factors that may be pertinent to the factual circumstances
 - d. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.
5. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.
- a. The Chief Engineer or a designee will conduct administrative reconsideration.
 - i. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination
 - ii. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration
 - iii. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination
 - iv. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity
 - b. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.

- i. If schedules permit, the parties may waive the two (2) business day requirement
 - ii. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency
 - iii. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond
- c. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.
 - i. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal
 - ii. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable
- D. Please refer to CDOT's Local Agency Civil Rights Guidelines for more information: <https://www.codot.gov/business/civilrights/compliance/prof-services/overview>. Contractor agrees to be bound by and subject to this section.

10.11. ADDITIONAL CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

- A. Eligible DBE Participation. In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.
 - 1. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.
 - 2. DBE participation will be tracked through the B2GNow.
 - 3. Only work actually performed by the DBE will count towards the Contract Goal.
 - a. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:
 - i. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or

- ii. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services
 - b. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.
 - i. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal
 - ii. DBE firms may use an employee leasing company for the work
 - I. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees
 - iii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay
 - c. When a DBE performs as a participant in a joint venture:
 - i. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal
 - ii. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT
4. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.
- a. To perform a Commercially Useful Function:
 - i. The DBE must be responsible for the execution of the work to be performed and
 - ii. Actually performing, managing, and supervising the work
 - b. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:
 - i. The amount of subcontracted work

- ii. Industry practices, and
 - iii. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors
- c. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.
- d. A DBE is presumed as not performing a Commercially Useful Function:
 - i. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or
 - ii. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.
 - iii. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.
- e. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.
- f. The Local Agency's determinations regarding Commercially Useful Function matters are not appealable.

B. Utilization Plan Modifications

1. Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.
 - a. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice and advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity

(e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

- b. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:
 - i. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
 - ii. Failure or refusal by the DBE to execute a written contract
 - iii. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
 - iv. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
 - v. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
 - vi. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
 - vii. The DBE is not a responsible Consultant
 - viii. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
 - ix. The listed DBE is ineligible to receive credit for its participation
 - x. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform
 - xi. The DBE ceases business operations or otherwise dissolves; and/or
 - xii. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant
- c. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

- i. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.
- ii. An approval of the modification constitutes a modification of the Utilization Plan through CDOT. Each substitute DBE approved by the Local Agency must have documentation. Documentation similar to a Project Cost Worksheet for Subconsultants or Letter of Intent for a Supplier/Vendor that shows commitments to the firm on the contract are required. Once approved, the Local Agency will work with the CRBRC to modify the UP in B2GNow.

C. Enforcement

1. It is the responsibility of the Local Agency and Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approvals under the Contract are not an explicit or implicit approval by the Local Agency or CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Contract Civil Rights requirements.
 - a. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.
 - b. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:
 - i. Refuse to count any fraudulent or misrepresented DBE/ESB participation
 - ii. Withhold progress payments to the Consultant commensurate with the violation
 - iii. Reduce the Consultant's prequalification status
 - iv. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
 - v. Seek any other available contractual remedy

D. Contract Closeout

1. The Local Agency will collect a completed CDOT Professional Services Closeout Report form upon completion of the work, expenditure of funds, and/or expiration of the Contract,

whichever comes first. This form will report the final actual DBE participation on the Contract and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments. The Local Agency will submit the form to CDOT Civil Rights with submission of the final invoice.

(Continue to next page.)

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT**Signature and Cover Page**

State Agency Department of Transportation			Agreement Routing Number 23-HA2-XC-00138
Local Agency CITY OF PUEBLO			Agreement Effective Date The later of the effective date or October 10, 2022
Agreement Description LAKE AVENUE AND ORMAN AVENUE ROUNABOUT			Agreement Expiration Date October 09, 2032
Project # SHO M086- 097 (25101)	Region # 2	Contract Writer VJM	Agreement Maximum Amount \$1,500,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY CITY OF PUEBLO DocuSigned by: <i>Nicholas Gradisar</i> 99E488FB4726452... Signature Nicholas Gradisar By: Nicholas A. Gradisar, Mayor Date: <u>1/26/2023</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director DocuSigned by: <i>Steve Harelson</i> AB4C0B01642B42E... Stephen Harelson, P.E., Chief Engineer Date: <u>1/26/2023</u>
2nd State or Local Agency Signature if Needed DocuSigned by: <i>Marisa Stoller</i> 7C02EBDFFC3D43C... Attested By: Signature Marisa Stoller By: Marisa Stoller, City Clerk Date: <u>1/26/2023</u>	LEGAL REVIEW Philip J. Weiser, Attorney General N/A Assistant Attorney General By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by: <i>Roni Copelans</i> BD4801C5CFAC478 By: _____ Department of Transportation Effective Date: <u>1/26/2023</u>	

TABLE OF CONTENTS

1. PARTIES.....	2
2. TERM AND EFFECTIVE DATE	2
3. AUTHORITY	3
4. PURPOSE	4
5. DEFINITIONS.....	4
6. SCOPE OF WORK.....	7
7. PAYMENTS.....	11
8. REPORTING - NOTIFICATION	15
9. LOCAL AGENCY RECORDS	16
10. CONFIDENTIAL INFORMATION-STATE RECORDS	17
11. CONFLICTS OF INTEREST.....	18
12. INSURANCE	18
13. BREACH.....	20
14. REMEDIES	20
15. DISPUTE RESOLUTION.....	22
16. NOTICES AND REPRESENTATIVES	22
17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	23
18. GOVERNMENTAL IMMUNITY.....	24
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	24
20. GENERAL PROVISIONS	24
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	27
22. FEDERAL REQUIREMENTS.....	29
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)	29

EXHIBIT A, SCOPE OF WORK
EXHIBIT B, SAMPLE OPTION LETTER
EXHIBIT C, FUNDING PROVISIONS (Budget)
EXHIBIT D, LOCAL AGENCY RESOLUTION
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS
EXHIBIT N, FEDERAL TREASURY PROVISIONS
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM
EXHIBIT R, APPLICABLE FEDERAL AWARDS
EXHIBIT S, PII CERTIFICATION
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE**A. Effective Date**

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
 - xiv. **Exhibit N**, Federal Treasury Provisions
 - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
 - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
 - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
 - xviii. **Exhibit R**, Applicable Federal Awards
 - xix. **Exhibit S**, PII Certification
 - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in **§2.B**.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. **“Sub-Award”** means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. **“Subcontractor”** means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. **“USDT”** The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **\$7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
 - b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
 - c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
 - d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
 - e. Stamp the Plans as produced by a Colorado registered professional engineer.
 - f. Provide final assembly of Plans and all other necessary documents.
 - g. Ensure the Plans are accurate and complete.
 - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

- (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E.**

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C.** The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C.**

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C.**
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A.**).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2, C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2, C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS**A. Maintenance**

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and

- b. \$2,000,000 general aggregate.
- C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.
- D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.
- E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.
- F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

- A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.
- B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

- A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below

or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Don Scanga, Local Agency Coordinator
CDOT Region 2
5615 Wills Boulevard
Pueblo, CO 81008
719-621-8340
donald.scanga@state.co.us

For the Local Agency

CITY OF PUEBLO
Kelly Grisham, Project Coordinator
211 East D Street
PUEBLO, CO 81003
719-553-2254
kgrisham@pueblo.us

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N and Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

EXHIBIT A

SCOPE OF WORK

**City of Pueblo
Lake Ave and Orman Ave Roundabout
SHO M086-097
25101**

The Local Agency shall be responsible for design and construction of a traffic roundabout at the intersection of Lake Avenue and Orman Ave in the City of Pueblo. The roundabout shall provide a free flow condition for all turning movements and will eliminate the existing traffic signal.

The general scope of work includes, but is not limited to:

- Design of roundabout
- Removal of existing traffic signal
- Installation of curb and gutter, sidewalk, medians, curb ramps, pavement markings, signage, landscaping, etc.
- Asphalt pavement patching
- Any utility work that might be necessary
- Erosion and sediment control
- Traffic control
- Any other items pertinent to roundabout construction

Easements and/or right of way acquisition may be necessary. In addition, the pre-purchase of proprietary items, such as the detectable warning strips may assist with reducing lead times.

If ARPA funds are used all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

EXHIBIT B**SAMPLE IGA OPTION LETTER**

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name: _____

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the performance of this Agreement and/or update a Work Phase Performance Period.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency), the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the performance of this Agreement and/or update a Work Phase Performance Period.

The total encumbrance as a result of this option and all previous options and/or amendments is now \$0.00, as referenced in **Exhibit C-1**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: as referenced in **Exhibit C-1**.

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

Fed \$ LA Work

EXHIBIT C- FUNDING PROVISIONS**City of Pueblo SHO M086-097 (25101)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$1,500,000.00, which is to be funded as follows:

1. FUNDING**SHO M086-097 (25101)**

a. Federal Funds (90% of HSIP Award)	\$1,350,000.00
b. Local Agency Funds (10% of HSIP Award)	\$150,000.00

TOTAL FUNDS ALL SOURCES**\$1,500,000.00****2. OMB UNIFORM GUIDANCE**

a. Federal Award Identification Number (FAIN):	TBD
b. Name of Federal Awarding Agency:	FHWA
c. Local Agency Unique Entity Identifier	NJK3BNUDRHJ7
d. Assistance Listing # Highway Planning and Construction	ALN 20.205
e. Is the Award for R&D?	No
f. Indirect Cost Rate (if applicable)	N/A
g. Amount of Federal Funds Obligated by this Action:	\$0.00
h. Amount of Federal Funds Obligated to Date (including this Action):	\$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a. Federal Funds Budgeted	\$1,350,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	90%	\$1,350,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	10%	\$150,000.00

TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$1,500,000.00
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4. FOR CDOT ENCUMBRANCE PURPOSES**SHO M086-097 (25101)**

a. Total Encumbrance Amount (Federal funds + Local Agency funds)	\$1,500,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$1,500,000.00
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Note: No funds are currently available. Funds will become available after execution of an Option Letter (Exhibit B) or formal Amendment.

SHO M086-097 (25101)

WBS Element 25101.10.30	Performance Period Start*/End Date TBD - TBD	Design 3020	\$0.00
WBS Element 25101.20.10	Performance Period Start*/End Date TBD - TBD	Const. 3301	\$0.00

* For SHO M086-097 (25101) the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios**SHO M086-097 (25101)**

The funding ratio for the federal funds for this Work is 90% federal funds to 10% Local Agency funds, and this ratio applies only to the \$1,500,000.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$1,500,000.00, and additional federal funds are available for the Work, the Local Agency shall pay 10% of all such costs eligible for federal funding and 100% of all other costs. If additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$1,500,000.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described herein. **This applies to the entire scope of Work.**

C. Maximum Amount Payable**SHO M086-097 (25101)**

The maximum amount payable to the Local Agency under this Agreement shall be \$1,350,000.00. For CDOT accounting purposes, the federal funds of \$1,350,000.00 and the Local Agency funds of \$150,000.00 will be encumbered for a total encumbrance of \$1,500,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

- i. **Expenditure less than \$750,000**
If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- ii. **Expenditure of \$750,000 or more-Highway Funds Only**
If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.
- iii. **Expenditure of \$750,000 or more-Multiple Funding Sources**
If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- iv. **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D - LOCAL AGENCY ORDINANCE

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT D - LOCAL AGENCY ORDINANCE

City Clerk's Office Item # **R3**



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 9, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT PL2202, LAKE AVENUE AND ORMAN AVENUE ROUNDABOUT PROJECT, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT), PROJECT: SHO M086-097 (25101) IN THE AMOUNT OF \$1,350,000, TRANSFERRING \$150,000 FROM CI2204 TO PL2202, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$1,500,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates Project PL2202 for Lake Avenue and Orman Avenue Roundabout Project, and approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Highway Safety Improvement Program Grant in the amount of \$1,350,000.00, transfers funds in the amount of \$150,000.00 for the required 10% match, and budgets and appropriates funds totaling \$1,500,000.00 for the Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes the Lake Avenue and Orman Avenue Roundabout Project PL2202 and approves the grant agreement between the City and CDOT.

The City submitted a Highway Safety Improvement Program grant for improvements at the intersection of Lake Avenue and Orman Avenue in 2022. Despite the fact this is a signalized intersection, 77% of the crashes were broadsides (front to side). Because of

EXHIBIT D - LOCAL AGENCY ORDINANCE

the high percentage of broadsides at this intersection, it is a good candidate for a roundabout. The Federal Highway Administration has identified the roundabout construction as one of the most significant accident countermeasure concepts and current speed studies of existing Pueblo roundabouts have shown average speeds in the low 20 miles per hour (MPH) range.

The intersection of Lake Avenue and Orman Avenue is in close proximity to Pueblo Central High School. This improvement will enhance the safety of drivers, bicyclists, and pedestrians of all ages and abilities.

Each approach to this intersection has 100 feet of Right-of-Way (ROW), which should be sufficient room to construct an urban single-lane roundabout without encroaching on existing sidewalks, structures, or private property.

FINANCIAL IMPLICATIONS:

The matching funds in the amount of \$150,000.00 are being transferred from Project CI2204 to PL2202. Funds in the amount of \$1,500,000.00 shall be budgeted and appropriated for Project PL2202.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the Highway Safety Improvements Program funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Lake and Orman Roundabout IGA
2. Department Certification

EXHIBIT D - LOCAL AGENCY ORDINANCE

ORDINANCE NO. 10368

AN ORDINANCE ESTABLISHING PROJECT PL2202, LAKE AVENUE AND ORMAN AVENUE ROUNDABOUT PROJECT, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT), PROJECT: SHO M086-097 (25101) IN THE AMOUNT OF \$1,350,000, TRANSFERRING \$150,000 FROM CI2204 TO PL2202, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$1,500,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Lake Avenue and Orman Avenue Roundabout Project PL2202, is hereby established.

SECTION 2.

The Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting with and through the Colorado Department of Transportation (CDOT), Project: SHO M086-097 (25101), Lake Avenue and Orman Avenue Roundabout Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Funds in the amount of \$150,000.00 are hereby transferred from Project CI2204 to Project PL2202, Lake Avenue and Orman Avenue Roundabout Project and budgeted and appropriated for the Lake Avenue and Orman Avenue Roundabout Project PL2202.

SECTION 4.

Subject to encumbrances by the Colorado State Department of Transportation (CDOT), and funds from the Highway Safety Improvement Program SHO M086-097 (25101) in the amount of \$1,350,000.00 are hereby budgeted and appropriated for the Lake Avenue and Orman Avenue Roundabout Project PL2202.

SECTION 5.

The Mayor is authorized to execute and deliver the IGA in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

EXHIBIT D - LOCAL AGENCY ORDINANCE

SECTION 6.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and IGA to implement the policies and procedures described herein.

SECTION 7.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 27, 2022.

Final adoption of Ordinance by City Council on January 9, 2023.



President of City Council

Action by the Mayor:

☒ Approved on January 11, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

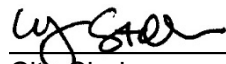
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk

EXHIBIT E – LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION			
LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. M086-097	STIP No.	Project Code 25101	Region 2
Project Location Lake Avenue and Orman Avenue			Date 6/3/2022
Project Description Lake Ave and Orman Ave. Roundabout			
Local Agency The City of Pueblo	Local Agency Project Manager Kelly Grisham		
CDOT Resident Engineer Lachelle Davis	CDOT Project Manager Don Scanga		
INSTRUCTIONS: This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>. The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement	X	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5.13	Document Design Exceptions - CDOT Form 464	X	
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6.2	Determine Applicability of Davis-Bacon Act This project ☐ is X is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Lachelle Davis CDOT Resident Engineer (Signature on File) 6/3/2022 Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety	X	X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)	X	
	Pre-survey		
	• Construction staking	X	
	• Monumentation	X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)	X	
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)	X	
	HMA Pre-Paving (Agenda is in CDOT Construction Manual)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Charles Roy Local Agency Professional Engineer or CDOT Resident Engineer 719-553-2771 Phone number	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates	X	
	Provide the name and phone number of the person authorized for this task. Kelly Grisham 719-553-2254 Local Agency Representative Phone number		
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare and Authorize Change Orders	X	
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews		X
	Provide the name and phone number of the person responsible for this task. Don Scanga 719-546-5434 CDOT Resident Engineer Phone number		
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures X • Generate IAT schedule • Schedule and provide notification • Conduct IAT	X X X	
9.8	Approve mix designs • Concrete • Hot mix asphalt	X X	
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer	X	
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor	X	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	X	
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure		X
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request: Business Programs Office

Colorado Department of Transportation 2829 West Howard Place

Denver, Colorado 80204

Phone: (303) 757-9007

REVISED 1/22/98

REQUIRED BY 49 CFR PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety; Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

- b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

- c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher-paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)
 - (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination****Assurances for Local Agencies****DOT Order No. 1050.2A**

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. "Award" means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.

1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;

- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2.** A foreign public entity;
- 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1** Subrecipient DUNS Number;
- 7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3** Subrecipient Parent DUNS Number;
- 7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1** Subrecipient's DUNS Number as registered in **SAM**.
- 7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1.** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2** A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4** There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

 CDOT SUBRECIPIENT RISK ASSESSMENT		Date:			
Name of Entity (Subrecipient):					
Name of Project / Program:					
Estimated Award Period:					
Entity Executive Director or VP:					
Entity Chief Financial Officer:					
Entity Representative for this Self Assessment:					
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.			Yes	No	N/A
EXPERIENCE ASSESSMENT			Yes	No	N/A
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐		
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	☐	☐		
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐		
MONITORING/AUDIT ASSESSMENT			Yes	No	N/A
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	☐	☐	☐	
5	a) Were there non-compliance issues in this prior review?	☐	☐	☐	
	b) What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3	☐	
OPERATION ASSESSMENT			Yes	No	N/A
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	☐	☐		
FINANCIAL ASSESSMENT			Yes	No	N/A
7	a) Does your entity have an indirect cost rate that is approved and current?	☐	☐		
	b) If Yes, who approved the rate, and what date was it approved?				
8	Is this grant/award 10% or more of your entity's overall funding?	☐ >10%	☐ <10%		
9	Has your entity returned lapsed* funds? <i>*Funds "lapse" when they are no longer available for obligation.</i>	☐	☐	☐	
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐	
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?				

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.			
 Tool Version: v2.0 (081816)			

**EXHIBIT M - OMB Uniform Guidance for Federal
Awards Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 9. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 9.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 9.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 9.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37
 - 9.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 9.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 9.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 9.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 9.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
 - 9.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
 - 9.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
 - 9.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 10. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions

automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
 - 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.
- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

- 6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- 4.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-

3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 4.3 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - 4.4 **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - 4.5 **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 4.6 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
7. **Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.
 - 1.8. **Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30

days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. **Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
 - 2.1.3. "Entity" means:
 - 2.1.3.1. a Non-Federal Entity;
 - 2.1.3.2. a foreign public entity;
 - 2.1.3.3. a foreign organization;
 - 2.1.3.4. a non-profit organization;
 - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);

- 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 2.1.4. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.5. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.
- 2.1.6. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.7. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.8. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.9. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.10. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.10.2. Is not organized primarily for profit; and
 - 2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.13. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.14. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.15. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.16.1. Salary and bonus;
 - 2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.17. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
- 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health**All Public Health Projects**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification

v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report

- ii. Project labor agreement certification or project workforce continuity plan
- iii. Prioritization of local hires
- iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum

- speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient DUNS Number;
- 8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization DUNS Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
 - 8.1.3.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
 - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and

location (for broadband, geospatial location data). For projects over \$10 million:

- 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
- 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
- 8.1.3.8.2. Whether the project prioritizes local hires.
- 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit O and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O**AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

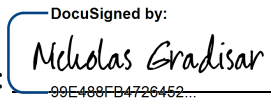
As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name City of Pueblo

Authorized Representative: Nicholas Gradisar

Title: Mayor

Signature:  99E488FB4726452...

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- v. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:

<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q
SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:			Agreement No:	
Project Title:			Project No:	
Project Duration:	To:		From:	
State Agency:	CDOT			

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Local Agency

Date

CDOT Program Manager

Date

EXHIBIT R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Nicholas Gradisar, on behalf of City of Pueblo (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

DocuSigned by:

Signature: 99E488FB4726452...

Printed Name: Nicholas Gradisar

Title: Mayor

Date: 1/26/2023

EXHIBIT T**CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE**

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements System

for Award Management (SAM.gov) Registration Certificate of

Good Standing

Affirmative Action Plan

PERA Questionnaire

Insurance Certificate(s) - Requested 1/29/2024 - to be added prior to signature

**Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION**

Project Description Design of Lake and Orman Roundabout		Contract NTE \$ N/A cost not permitted DBE Contract Goal % 0 %		
SECTION 1. CONSULTANT INFORMATION				
Prime Consultant Dibble & Associates Consulting Engineers, Inc.		Consultant is an ESB ☐		
Compliance Contact Name Nick Westphal		Consultant is a DBE ☐		
Email nick.westphal@dibblecorp.com	Address 2696 South Colorado Blvd., Ste. 330 Denver, CO 80222	Phone 303-872-5756 B2GNow Vendor # 20123571		
SECTION 2. DBE PARTICIPATION PLAN				
Fill in All Lines: * The consultant is committing to <u>1</u> # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section). * The consultant is committing to approximately \$ <u>\$12,080</u> of DBE participation based on NTE \$. * The consultant is committing to approximately <u>100</u> % DBE goal based on the NTE \$.				
The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.				
All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)		Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?	ONLY for Project/Program Specific RFP/SOs Approximate % of Participation
All Phase Environmental Consultants	☐ Vendor	Environmental/NEPA	☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
If more DBE subs/suppliers vendors, add additional sheet				

**Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION**

SECTION 3. ESB PARTICIPATION PLAN

Fill in All Lines:

- * The consultant is committing to _____ 0 # of ESB firm(s) not teamed with in the past 2 years
(as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
- * The consultant is committing to approximately _____ 0 of ESB participation on this RFP/SOI.
- * The consultant is committing to approximately _____ 100% % ESB goal based on the ITE S.
0% DBE goal established for project

All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level	Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for Project/Program Specific RFP/SOIs Approximate % of Participation
N/A	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	

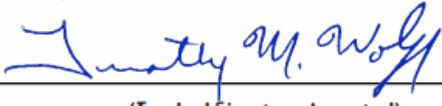
If more ESB subs/suppliers/vendors, add additional sheet

SECTION 4. DECLARATION OF AFFIDAVIT

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

I, Tim Wolfe, PE Dibble & Associates Consulting
Vice President, Busines Unit Leader-Transportation of Engineers, Inc.
 (Owner or Executive Officer Name AND Title) (Consultant Company Name)

 11/21/2023
 (Tracked Signature Accepted) (Date)

Attached with proposal (RFP) and small business plan (for scoring)

Jul-22

**BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Only applicable for projects exceeding \$25,000.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the US Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal and/or State entity official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Dibble & Associates Consulting Engineers, Inc. Date 11/21/2023
Authorized Signature 
Name/Title Tim Wolfe, PE
Vice President, Business Unit Leader-Transportation

LOBBYING RESTRICTIONS FORM

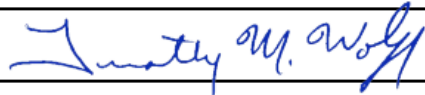
Only applicable for projects exceeding \$100,000.

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Dibble & Associates Consulting Engineers, Inc. Date 11/21/2023

Authorized Signature 

Name/Title Tim Wolfe, PE
Vice President, Busines Unit Leader-Transportation

**REVIEWED**

By Christina Garcia at 8:22 am, Nov 22, 2023

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

Unique Entity ID FNVBMB1RNMM8	CAGE / NCAGE 3VML8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 12, 2024	
Physical Address 3020 E Camelback RD STE 201 Phoenix, Arizona 85016-4423 United States	Mailing Address 3020 E Camelback RD STE 201 Phoenix, Arizona 85016-4423 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Arizona 01	State / Country of Incorporation Arizona / United States	URL http://www.dibblecorp.com

Registration Dates

Activation Date Jun 15, 2023	Submission Date Jun 13, 2023	Initial Registration Date May 14, 2004
---------------------------------	---------------------------------	---

Entity Dates

Entity Start Date Oct 3, 1962	Fiscal Year End Close Date Dec 31
----------------------------------	--------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
---	-------------------------------------

EFT Indicator 0000	CAGE Code 3VML8
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Points of Contact**Electronic Business**

 Susan Detwiler, CHIEF OPERATIONS OFFICER	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States
KEVIN W ROBERTS, PRINCIPAL	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States

Government Business

 Susan Detwiler, CHIEF OPERATIONS OFFICER	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States
Heather Brown, Director of Marketing	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States

Past Performance

 Kevin Roberts, PRINCIPAL	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States
Kevin W. Roberts, Principal	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541370	Surveying And Mapping (Except Geophysical) Services

Product and Service Codes

PSC	PSC Name
C211	Architect And Engineering- General: Landscaping, Interior Layout, And Designing
C212	Architect And Engineering- General: Engineering Drafting, Not Cad/Cam
C213	Architect And Engineering- General: Inspection (Non-Construction)
C214	Architect And Engineering- General: Management Engineering
C215	Architect And Engineering- General: Production Engineering
C219	Architect And Engineering- General: Other
C220	Architect And Engineering- General: Structural Engineering

**For this Record...**

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Summary

Details			
Name	Dibble & Associates Consulting Engineers, Inc		
Status	Good Standing	Formation date	12/20/2016
ID number	20161852874	Form	Foreign Corporation
Periodic report month	December	Jurisdiction	Arizona
Principal office street address	3020 E Camelback Rd Ste 201, Phoenix, AZ 85016, US		
Principal office mailing address	3020 E Camelback Rd Ste 201, Phoenix, AZ 85016, US		

Registered Agent	
Name	C T Corporation System
Street address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112, US
Mailing address	2696 S Colorado Blvd, Ste 300, Denver, CO 80222, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Dibble & Associates Consulting Engineers, Inc

is an entity formed or registered under the law of Arizona, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20161852874.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 01/22/2024 that have been posted, and by documents delivered to this office
electronically through 01/23/2024 @ 15:47:30.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 01/23/2024 @ 15:47:30 in accordance with applicable law.
This certificate is assigned Confirmation Number 15682507.



Jena Griswold

Secretary of State of the State of Colorado

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

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

XI. NONDISCRIMINATION (Updated March 2018)

A. Equal Employment Opportunity

Dibble affords equal opportunity to all qualified persons without regard to race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), national origin, ancestry, disability, veteran status, marital status, genetic information, or any other legally protected status in accordance with applicable local, state, and federal laws. Dibble is committed to equal opportunity for all applicants and employees in personnel matters including hiring, benefits, training, promotion, compensation, transfer and layoff or termination.

Any employee with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resource Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to corrective action, up to and including termination of employment.

B. Disabilities

1. Policy Statement

Dibble is committed to complying with the Americans with Disabilities Act (ADA). Dibble prohibits discrimination against qualified individuals with disabilities in the job application process, hiring, advancement, or discharge of employee, employee compensation, job training, and all other terms, conditions, and privileges of employment. Dibble will make reasonable accommodation to the known physical or mental disabilities of qualified applicants or employees to the extent necessary to enable the applicant or employee to perform the essential functions of the position sought or held, to ensure equal opportunity in the application process and to enable employees with disabilities to enjoy equal benefits and privileges of employment, unless the accommodation imposes an undue hardship. Dibble will not employ persons in jobs in which they pose a direct threat to self or others.

C. Commitment to Diversity

Dibble is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in the way we do business at Dibble and is an important principle of sound business management.

D. Sexual and Other Unlawful Harassment

1. Policy Statement

Dibble is committed to maintaining a work environment that is free of discrimination and harassment. In keeping with this commitment, we will not tolerate harassment of Company employees by anyone, including any supervisor, manager, co-worker, vendor (and employees of vendors), client, contractor, customer or other regular visitor of the Company.

2. Harassment

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), national origin, ancestry, disability, veteran status, marital status, genetic information, or any other legally protected status in accordance with applicable local, state, and federal law. Dibble will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Such harassment may include, for example, jokes about another person's protected status, kidding, teasing or practical jokes directed at a person based on his or her protected status.

Actions, words, jokes or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation or any other legally protected characteristic will not be tolerated. The prohibited conduct also includes: (a) epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; and (b) written or graphic material circulated within or posted within the workplace that shows hostility toward a person or persons because of their protected status.

3. Sexual Harassment

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex may constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, submission to or rejection of the conduct is used as the basis for an employment decision, or the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about obscene printed or visual material, and physical contact such as patting, pinching or brushing against another person's body. Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.



4. Employee Responsibility to Report/Anti-Retaliation

Complaint Procedure. All Dibble employees are responsible to help assure that the environment remain free from harassment. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor, the Human Resources Manager, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above. You can raise any concern and make reports in good faith without fear of reprisal or retaliation. The Company forbids retaliation against anyone for reporting harassment, assisting in making a harassment complaint, or cooperating in a harassment investigation. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

5. Investigations and Corrective Action

The Company will investigate all complaints of harassment thoroughly and promptly. To the extent practicable, the Company will keep complaints and the terms of their resolution confidential unless otherwise required by law or if conducting a thorough and complete investigation requires disclosure. If an investigation confirms that a violation of this policy has occurred, the Company will take appropriate corrective action up to, and including, immediate termination of employment. When the investigation is completed, the reporting employee will be informed of the outcome of the investigation.



Signature

Susan H Detwiler, PE

Printed Name

Chief Operating Officer

Title

1/24/2024

Date



**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes ☐ No ☒ (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ☐ No ☐.

If you answered "yes" please state which of the above entities best describes your business:

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: Dibble Engineering
 Authorized Signature: C. W. Moyers Title: Vice President
 Printed Name: C. W. Moyers Date: 2/21/2022

INSERT INSURANCE – Requested 1/29/2024



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Lori Pinz, Director Information Technology

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT OF ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF INFORMATION TECHNOLOGY CYBERSECURITY AND NETWORK INFRASTRUCTURE FOR THE REAL-TIME CRIME CENTER, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

SUMMARY:

This Resolution authorizes the payment of \$150,000 in American Rescue Plan Act ("ARPA") funds for the purpose of purchasing and installing the necessary cybersecurity and network infrastructure need to secure and optimally operate the real-time crime center being implemented for the Pueblo Police Department.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024, (to be expended by December 31, 2026).

BACKGROUND:

The City Council approved one-point-five million (\$1,500,000) dollars to fund a real-time crime center (RTCC) for the City of Pueblo's Police Department. The RTCC system must be secured and protected from potential cybersecurity risks and/or events. In addition, the information technology's network infrastructure, software licensing, and back-up data storage must be expanded to accommodate the needs of the RTCC. The RTCC will be a mission-critical system for the police department. The implementation of the technical infrastructure necessary to secure or recover from a cyberattack,

hardware or system failure is crucial. Because crime rates have increased and public safety staffing has decreased during the Covid-19 Pandemic, it is imperative that the RTCC is implemented with care due to the complexity and importance of the system to the operations of the Pueblo Police Department and for the safety of our citizens.

Cybersecurity and network infrastructure related to the protection of mission critical public safety applications is an eligible use of ARPA funds 31C.F.R. 35.6(b)(3)(ii)(E)(4).

FINANCIAL IMPLICATIONS:

Funding in the amount of \$150,000 will be transferred from Project No. CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City Council could decide not to support or fund the technical infrastructure required by the RTCC exposing to catastrophic failure and compromising public safety services and calls for service for our citizens.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15475

A RESOLUTION AUTHORIZING PAYMENT OF ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF INFORMATION TECHNOLOGY CYBERSECURITY AND NETWORK INFRASTRUCTURE FOR THE REAL-TIME CRIME CENTER, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (“ARPA”); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the CFR; and

WHEREAS, under the Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of one hundred and fifty thousand dollars (\$150,000) are hereby authorized for payment from Project No. CI2113 – American Rescue Plan Act, for purposes of implementing the cybersecurity and network infrastructure required for the successful protections and operations of the Pueblo Police Department’s Real-time Crime Center.

SECTION 2.

The officers and staff of the City are authorized to perform all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$129,364.00 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 23-052 DESIGN OF INTERSECTION IMPROVEMENTS AT JERRY MURPHY ROAD AND CHINOOK LANE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Dibble & Associates Consulting Engineers, Inc., to render certain professional planning, design, civil engineering, and related services. Dibble & Associates Consulting Engineers, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$129,364.00.

PREVIOUS COUNCIL ACTION:

Ordinance 10374, approved on January 25, 2023, created Project No. PL2101 for Safe Routes to School for Haaff Elementary School, approved an IGA with CDOT, and budgeted and appropriated \$279,180.00 for the project.

BACKGROUND:

The City has been awarded a Safe Routes to School grant which includes a consultant to redesign the intersection of Jerry Murphy Road and Chinook Lane to help alleviate some traffic congestion, improve the curb ramps at the intersection, and improve safety of the area in addition to improvements at Haaff Elementary School. Haaff Elementary is located at the intersection of Jerry Murphy Road and Chinook Lane and it is difficult for persons with disabilities to access the school because it lacks ADA accessible curb ramps. Additionally, Jerry Murphy Road is the major thoroughfare for the neighborhood and the primary route (of all modes of transportation) to the school. Before and after school, traffic backs up on Jerry Murphy Road due to the volume of traffic.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$129,364.00 will be paid from PL2101 – Safe Routes to School for Haaff Elementary School.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in cancellation of the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-052 Dibble Agreement for Design of Intersection Improvements at Jerry Murphy Road and Chinook Lane

RESOLUTION NO. 15476

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$129,364.00 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 23-052 DESIGN OF INTERSECTION IMPROVEMENTS AT JERRY MURPHY ROAD AND CHINOOK LANE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Dibble & Associates Consulting Engineers, Inc., for Project No. 23-052 Design of Intersection Improvements at Jerry Murphy Road and Chinook Lane, has been received and examined; AND,

WHEREAS, the Proposal of Dibble & Associates Consulting Engineers, Inc., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-052 Design of Intersection Improvements at Jerry Murphy Road and Chinook Lane to be performed, and the Contract for said services is hereby awarded to Dibble & Associates Consulting Engineers, Inc., in the amount of \$129,364.00.

SECTION 2.

Funds for said Agreement shall be paid from Project No. PL2101 - Safe Routes to School for Haaff Elementary School.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

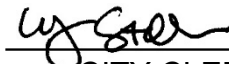
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.**

23-052

DESIGN OF INTERSECTION IMPROVEMENTS AT JERRY MURPHY
ROAD AND CHINOOK LANE

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona Corporation (hereinafter referred to as "Consultant") a professional engineering firm, for engineer to render certain professional planning, design, engineering, and related services for City in connection with Bid 23-052 Design of Intersection Improvements at Jerry Murphy Road and Chinook Lane, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Consultant shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[n/a] - Study and Report Phase

[x] - Preliminary Design Phase

[x] - Final Design Phase

[x] - Preparation of Contract Documents Phase

[n/a] - Construction Phase

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning. Consultant shall also provide any surveying and geotechnical services incidental to its work on the Project.
- C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 attached hereto and incorporated herein and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.
- D. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

- E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any engineering services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.
- G. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase.

If Consultant is to provide professional services with respect to the Project during the Study and Report Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City to determine the requirements for the Project and review available data. Advise City as to the necessity of providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.
- B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- D. Provide general economic analysis of City's requirements applicable to various alternatives.
- E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional copies as needed for no additional charge.

2.2. Preliminary Design Phase

If Consultant is to provide professional services with respect to the Project during the Preliminary Design Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.
- B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.
- E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.3. Final Design Phase

If Consultant is to provide professional services with respect to the Project during the Final Design Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.
- B. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.
- C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

- D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
- E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Preparation of Contract Documents

If Consultant is to provide professional services with respect to the Project during the Preparation of Contract Documents Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.
- B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.
- C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.
- D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.
- E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

2.5. Construction Phase

If Consultant is to provide professional services with respect to the Project during the Construction Phase, after award by the City of a general contractor for construction of the Project, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.
- B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.
- C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.
- D. Promptly advise the City in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.
- E. Reject any work on the Project that does not conform to the contract documents.
- F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.
- G. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.
- H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.
- I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.
- J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.
- K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built

drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

- L. The Consultant shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the City or Contractor, the Consultant shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Consultant shall be final and binding on the Contractor and City, unless the Director of Public Works of the City shall, within seven calendar days after receipt of the Consultant's interpretation or decision, file its written objections thereto with the Consultant and Contractor.

2.6. Additional Responsibilities

This section applies to all phases of Consultant's work:

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.
- B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.
- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in

Schedule 4 "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.
- F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.
- G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

- A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.
- B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

- C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.
- D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.
- H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 "Services" and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

1. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$129,364.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

2. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
3. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
4. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
5. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right

to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Plans, drawings, designs, specifications, technical data, reports, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all communication, notes, designs, drawings, specifications, technical data, reports, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, 211 E. D. Street, Pueblo, CO, 81003; or to the Consultant, Dibble & Associates Consulting Engineers, Inc., Attn: Tim Wolfe, PE, Vice President/Business Unit Leader-Transportation, 2696 S. Colorado Blvd., Ste. 330, Denver, CO, 80222. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 23-052 Design of Intersection Improvements at Jerry Murphy Road and Chinook Lane are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo.

7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11. Appropriations

- A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.
- B. Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

1. Consultant understands that City may be funding the Project in whole or part with grant funds by the Federal Highway Administration (FHWA) provided by a State of Colorado Intergovernmental Agreement dated February 15, 2023 between the State of Colorado and the City. The grant grant agreement utilizes funds from the Federal Highway Administration (FHWA) that is administered by Colorado Department of Transportation (CDOT), State of Colorado. Consultant agrees it is subject to and shall comply with all applicable provisions of said State, FHWA, and CDOT grant for which the award has been made and applicable regulations.
2. Consultant shall comply with the attached State of Colorado Intergovernmental Agreement, the Colorado Department of Transportation (CDOT) Requirements and any/all other Federal, State, and local laws applicable to its activities.
3. All records with respect to any matters covered by this Agreement shall be available for inspection by City, FHWA, CDOT, and any other state/federal agency at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
4. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for

damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, their employees, subcontractors, and consultants.

10.2. Minimum Requirements

Insurance coverage shall meet all requirements of the Grant Agreement. Consultant shall obtain and keep in force the following insurance policies and meet and perform the following conditions and requirements:

1. Workers' Compensation Insurance as required by statutory requirements in Colorado and in any other state or states where the work is performed, and employers' liability insurance covering all employees acting within the course and scope of their employment.
2. Commercial General Liability Insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any 1 fire
3. Automobile Liability
 - a. Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
4. Protected Information
 - a. Liability insurance covering all loss of State Confidential Information as defined in the Grant Agreement, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
 - i. \$1,000,000 each occurrence; and
 - ii. \$2,000,000 general aggregate

5. Professional Liability Insurance

- a. Professional Liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - i. \$1,000,000 each occurrence; and
 - ii. \$1,000,000 general aggregate

6. Crime Insurance

- a. Crime insurance including employee dishonesty coverage with minimum limits as follows:
 - i. \$1,000,000 each occurrence; and
 - ii. \$1,000,000 general aggregate

7. Insurance Conditions and Requirements

- a. All insurance policies shall be issued by insurance companies with an AM Best rating of A-VIII or better.
- b. The City and State shall be named as an additional insured on all commercial general liability policies required of Consultant. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to City and State.
- c. Coverage provided by Consultant shall be primary over any insurance or self- insurance program carried by City or State.
- d. All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to City.
- e. All commercial insurance policies shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against City and State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- f. Consultant shall provide certificates evidencing Consultant's insurance coverage required under this Agreement as a condition.

10.3. [Governmental Immunity](#)

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or

condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

13. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

14. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of 8 pages.
- Schedule 2 - "Fee Schedule" consisting of 3 pages.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 7 pages.
- Schedule 5 - "Colorado Department of Transportation Requirements" and "Intergovernmental Agreement" consisting of 140 pages.

15. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in

Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

DIBBLE & ASSOCIATES CONSULTING
ENGINEERS, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Tim Wolfe, PE, Vice President,
Business Unit Leader-Transportation

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM
Department of Law

David Wyatt, Assistant City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Schedule 5 – Colorado Department of Transportation Requirements and
Intergovernmental Agreement
Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Request for Qualifications (RFQ) dated August 18, 2023, Section 3

Note: Alternates are not included in this Agreement

3.1. Objective

- A. The City of Pueblo is soliciting Statements of Qualifications (SOQs) for a consultant to provide analysis, planning, design, engineering and related consulting services for the intersection of Jerry Murphy Road and Chinook Lane.
- B. The City may elect to award any/all phases of the project as City deems necessary, as budget allows, and/or as funding is available.
- C. This project is intended to study and design improvements at the intersection of Jerry Murphy Rd and Chinook Ln to incorporate the following:
 - 1. Increased capacity
 - 2. Improved safety
 - 3. Increased level of service
 - 4. ADA-compliance
 - 5. Resurfacing/restoration
- D. Improvements may include any combination of the following:
 - 1. Improved lane configurations
 - 2. ADA compliant curb ramps and walkways, and/or
 - 3. Updated signal system and signal timing.
- E. All drawings, designs, plans, specifications, etc. shall follow CDOT format. Designs shall comply with the most current versions of the following:
 - 1. [City of Pueblo Standard Construction Specifications and Standard Details](#)
 - 2. [CDOT Standard Specifications](#)
 - 3. [City of Pueblo Specifications](#)
 - 4. [Roadway Classification Design Standards and Policies, Pueblo, Colorado](#)
 - 5. [Pavement Design Criteria for City of Pueblo, Colorado](#)

6. [Drainage Criteria Manual](#)
 7. [Manual on Uniform Traffic Control Devices \(MUTCD\)](#)
 8. [Public Right-of-Way Accessibility Guidelines \(PROWAG\)](#)
 9. Note: It is the Proposers responsibility to download and obtain copies of the documents above. By reference, these documents are included in the Specifications for this RFQ and any future agreement(s).
- F. The awarded Consultant shall complete the awarded phase(s) of the project as outlined in the Scope of Service shown below.

3.2. [Minimum Qualifications](#)

- A. Consultant must demonstrate prime personnel, subconsultants, subcontractors, and team members qualified to perform the services detailed in this RFQ.
- B. All professionals, if required by the State of Colorado to perform their services, must show proof of licensing.
- C. Consultant shall be knowledgeable in the regulations and requirements of the Department of Public Works and the Colorado Department of Transportation, with respect to the services and work contemplated by this agreement.

3.3. [Scope of Service](#)

All drawings, designs, plans, specifications, etc. shall follow CDOT format. Designs shall comply with the most current versions of the *Public Right-of-Way Accessibility Guidelines* (PROWAG), CDOT Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and City of Pueblo *Standard Construction Specifications and Standard Details* adopted April 11, 2022.

A. **Preliminary Design Phase**

1. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria.
2. Review, evaluate, and utilize to the maximum extent possible relevant drainage, survey, traffic, and geotechnical reports and data that are available and on file with the City of Pueblo. A list of known documents is provided as Attachments D-G.
3. Using industry standard program and practices, analyze intersection operations and evaluate intersection alternative improvements to provide the optimal geometric configuration to ensure satisfactory level of service to all users.
4. Perform fieldwork (geotechnical testing, surveying, etc) as required to provide the complete design.
5. Provide geotechnical investigation and reporting for the project area to support the design.

6. Survey shall generally include topographic surveys, plat and title research, mapping and CAD services, and survey control. Survey control may be required to be transformed to additional coordinate systems for the use and information of additional agencies such as CDOT or City of Pueblo. Survey services shall follow the guidance of the CDOT Survey Manual.
7. Review existing drainage basin planning studies, existing development reports, and drainage patterns and provide analysis and design for stormwater drainage networks. Supplemental drainage analysis shall be provided as needed. Stormwater design criteria, standards and details shall meet the requirements of the City of Pueblo Drainage Criteria Manual and City of Pueblo Standard Construction Specifications and Standard Details.
8. Provide a traffic impact study (TIS). The Consultant shall collect field traffic counts to estimate traffic volumes necessary to support the design. The TIS is expected to provide evaluation and recommendations for roadway geometry, roadway cross-sections, transitions, and multimodal facilities.
9. Provide written disclosure of significant design assumptions, design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to Owner based thereon. Consult with City and determine the general design concept and Project requirements prior to development of preliminary design documents.
10. Prepare preliminary design plans (considered as 30% complete relative to final design) that adequately represent the intent of the project from the CDOT grant.
11. Prepare and submit preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
12. Prepare and submit a requirements checklist of any subsurface investigation, right-of-way acquisition, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
13. Consultant shall provide environmental assessment as required for CDOT environmental clearance including history, archaeology, and hazardous materials. CDOT will provide review for wildlife/threatened and endangered species and will assist with section 4(f) and 6(f), if those are required.
14. Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
15. Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, CDOT, etc.).

16. Allow a minimum two (2) full weeks for City and CDOT staff review.
17. Consultant shall furnish one (1) electronic copy of each above referenced submittal document to Owner for Owner's use.
18. Coordinate a Field Inspection Review (FIR) meeting with the City and CDOT staff to review the design plan comments.
19. Incorporate review and FIR comments into documents after the FIR Meeting.
20. Develop and facilitate a Public Involvement / Information program. This will require contact, coordination and/or presentations to adjoining property owners, community groups, stakeholders, and the public.
21. Prepare for and host one (1) public information meeting. The City will coordinate the location and advertising. The consultant shall provide materials, slideshow and exhibits for presentation.
22. Additional public information efforts (i.e., postcards, flyers, website content, email distributions to stakeholders, media drafts, etc.) will be necessary to keep all interested parties updated on the progress of the project and to obtain input from property owners located within a 500-foot radius of the intersection.
23. City will evaluate at this phase to determine if project is feasible and within budget allowances.
24. Note: If project is deemed as unfeasible, City will only pay Consultant for this portion of the work. Additional work will not be authorized unless City is able to continue with the project.

B. Final Design Phase

1. If the project is determined to continue after the Preliminary Design (Schematic) Phase, Consultant shall prepare final engineering and site design.
2. Consultant shall include plans and profile, sections, striping, signage and signal plans, storm water plans, and related work (including all incidentals).
3. Provide all necessary documents to obtain clearances that are required by CDOT.
4. Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.
5. Provide technical criteria, written descriptions, and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

6. Based upon Consultant's customary and usual professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
7. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.
8. Allow a minimum two (2) full weeks for City and CDOT staff review. Coordinate a 90% Final Office Review (FOR) meeting with the City and CDOT staff to review the design plan comments.
9. Incorporate review and FOR comments into final construction documents after the FOR Meeting.
10. City will evaluate at this phase to determine if project is feasible and within budget allowances.
11. Note: If project is deemed as unfeasible, City will only pay Consultant for this portion of the work. Additional work will not be authorized unless City is able to continue with the project.

C. Preparation of Construction Documents

1. If the project is determined to continue after Final Design Phase, Consultant shall prepare the Construction Documents for bidding the project in accordance with the requirements of the Director of Public Works and the City's procurement process.
2. The final design must be stamped and shall be utilized for bidding, permitting, and construction.
3. Submit final construction documents, including plans, specifications, estimate, bid tabulation, etc. to the City for bidding.
4. Digital project files shall be provided in both PDF and native formats (AutoCAD, Word, Excel, etc.) prior to release of final payment.

D. Bidding Phase

1. If the project is determined to continue after Construction Documents for Bidding, Consultant shall assist the City during the bidding phase.
2. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements.

3. Consultant will:
 - a. Assist City departments with any necessary meetings, addenda, etc.
 - b. Participate in a pre-bid conference and walkthrough on site with construction bidders and the City of Pueblo to discuss project requirements.
 - c. Interpret and clarify contract documents for bidders.
 - d. Assist the City with requests for information from bidders and coordinate with the City for responses and required modifications.
 - e. Prepare documentation related to any modifications that may be required.
4. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.
5. Note: Any approved modifications to the bidding documents will be issued by Addendum by the City.

E. Construction Services Phase

1. Attend Pre-Construction meeting with contractor and Department of Public Works (estimate 5 hours).
2. Respond to requests for information from Contractor and review Contractor submittals (estimate 10 hours).
3. Assist with resolution of critical construction issues as needed in an "on call" capacity (estimate 10 hours).
4. Review and approval of submittal and shop drawings.
5. The City does not expect the scope of the construction to warrant a continuous on-site presence; however, the selected firm should plan to attend specific construction issue meetings on an on-call basis (estimate 10 hours).
6. Consultant shall prepare final as-built drawings, based on redlines from the contractor.

3.4. Bid Alternates

Provide the following costs as separate line items which will be added to the contract if required.

A. Subsurface Utility Engineering (SUE):

1. Provide SUE in accordance with ASCE 38.
2. Provide a SUE investigation and report/letter to support the design.

3. It is anticipated that the final SUE report will include Quality Level D data on all utilities and Quality Level B if caissons are to be installed.

B. Right-of-way acquisition:

1. Verify ownership of properties and recorded easements, obtain title commitments for affected parcels, and research land records.
2. Based on the preliminary design plans, prepare a final set of right-of-way (ROW) plans showing jurisdictional boundaries, proposed encroachments onto adjacent properties as a result of the preliminary design and/or utility relocations.
3. Plans are to be prepared in general conformance with the requirements of CDOT's ROW Manual.
4. If needed, provide detailed identification of any necessary land acquisitions, temporary and permanent easements, and provide legal descriptions and exhibits for acquisitions.

3.5. [Project Implementation](#)

- A. At no time will Consultant be allowed to begin a project phase prior to receiving City approval. All project phases shall be assigned and coordinated with the City's Project Manager.
- B. Cost overages during the project must be pre-authorized and obtain written approval of the City's Project Manager.
- C. Meet regularly, at a frequency determined by the city and the consultant, with City and stakeholders during all phases of design to discuss progress, revisions, design assumptions, modeling results, etc.

3.6. [Deliverables](#)

- A. Alternatives Analysis / Conceptual Designs of alternatives with conceptual cost estimates.
- B. Preliminary (30%) Engineering Design Plans
- C. Preliminary Cost Estimate
- D. Preliminary Right of Way Plans
- E. NEPA Process environmental review documentation in support of CDOT's Categorical Exclusion approval and certification.
- F. Preliminary Geotechnical Report
- G. Traffic Impact Study
 1. If signal is chosen: Signal Timing Plans
- H. SUE Report/Letter
- I. Final (90%) design Plans

- J. Traffic modeling files (from Synchro, SimTraffic, Rodel, etc)
- K. Final Plans, Specifications and Estimate
- L. Documents necessary for CDOT clearances.
- M. Summary of Public Information Process and all exhibits or displays.
- N. Electronic files off all final documents (including, but not limited to: .DWF, .DWG, .PDF, .XLS, .SYN, .HST files)
- O. If requested by the City, the Consultant shall deliver all collected and created GIS data associated with any task.
- P. If requested by the City, a memorandum summarizing the work completed and describing the subsequent actions required to advance the construction documents to the 'bid-ready' status.

(Continue to next page)

Schedule 2

Fee Schedule

Excerpt from Consultant's Revised Proposal dated January 2, 2024, Pages 1 and 2

Followed by Excerpt from Consultant's Proposal dated August 18, 2023

Note: Alternates are not included in this Agreement

A. Design Services Fee

	Fee	Type	
1 Dibble Engineering.....	\$81,384.00	Lump Sum	\$81,384.00
2 Terracon (Geotechnical).....	\$11,900.00	Lump Sum	\$11,900.00
3 Farnsworth Group (Surveying).....	\$24,000.00	Lump Sum	\$24,000.00
4 All Phase (Environmental).....	\$12,080.00	Lump Sum	\$12,080.00
Design and Construction Subtotal.....	\$129,364.00		\$81,384.00 \$47,980.00

B. Design Services Fee Breakout by Phase

	Fee	Type	
1 Preliminary Design Phase.....	\$92,499.00	Lump Sum	\$44,519.00 \$47,980.00
Preliminary Design Phase Services			\$43,969.00 \$47,980.00
Direct Costs (Mileage (2-Trips), Public Meeting Boards (2))			\$550.00 \$0.00
2 Final Design Phase.....	\$23,550.00	Lump Sum	\$23,550.00 \$0.00
Final Design Phase Services			\$23,550.00 \$0.00
Direct Costs (N/A)			\$0.00 \$0.00
3 Preparation of Contract Documents.....	\$13,315.00	Lump Sum	\$13,315.00 \$0.00
Contract Documents Phase Services			\$13,190.00 \$0.00
Direct Costs (Mileage (90% Review Meeting))			\$125.00 \$0.00
Design Subtotal.....	\$129,364.00		\$81,384.00 \$47,980.00
4 Alternate 1 (Bidding).....	\$3,054.00	Lump Sum	\$3,054.00 \$0.00
5 Alternate 2 (Construction (Submittals, RFIs, As-Built, Meetings)).....	\$11,897.00	Lump Sum	\$11,897.00 \$0.00
6 Alternate 3 (ROW Plans).....	\$22,500.00	Lump Sum	\$0.00 \$22,500.00
7 Alternate 4 (SUE).....	\$44,111.00	Lump Sum	\$0.00 \$44,111.00
Design and Construction Total with Alternates.....	\$210,926.00		\$96,335.00 \$114,591.00

C. Assumptions

Design

- 1 Traffic Study includes up to three alternative designs to determine most efficient configuration for new turn lanes while attempting to avoid existing utilities.
- 2 Includes new mast arm traffic signal, modified curb returns with ramps, relocated SD inlets, SB right turn lane, and restriping the west leg to include a WB LT lane.
- 3 Landscape design is not included.
- 4 All submittals will be electronic and no printing services will be required.

Geotechnical

- 5 Includes 2 pavement borings to a depth of about 10' below grade, patched with cold-patch asphalt or non-shrink grout.
- 6 Includes utility locates at potholes.

- 7 Includes traffic control.

Survey

- 8 Limits of survey are per attached survey work area.
- 9 Includes utility locates within the survey area and surveying utility locate markings.
- 10 Excludes any survey work outside of the ROW.

SUE

- 11 Includes up to 10 potholes.
- 12 Includes all utilities within the survey area.

ROW

- 13 Obtain title commitments, prepare legal descriptions and provide appraisal staking for up to 4 easements.

Environmental

- 14 Includes a Phase 1 ESA with Categorical Exclusion
- 15 Does not include the following: wetlands, cultural resources, on site survey/air quality/noise/actual applications for permits, certifications, or stormwater plans.

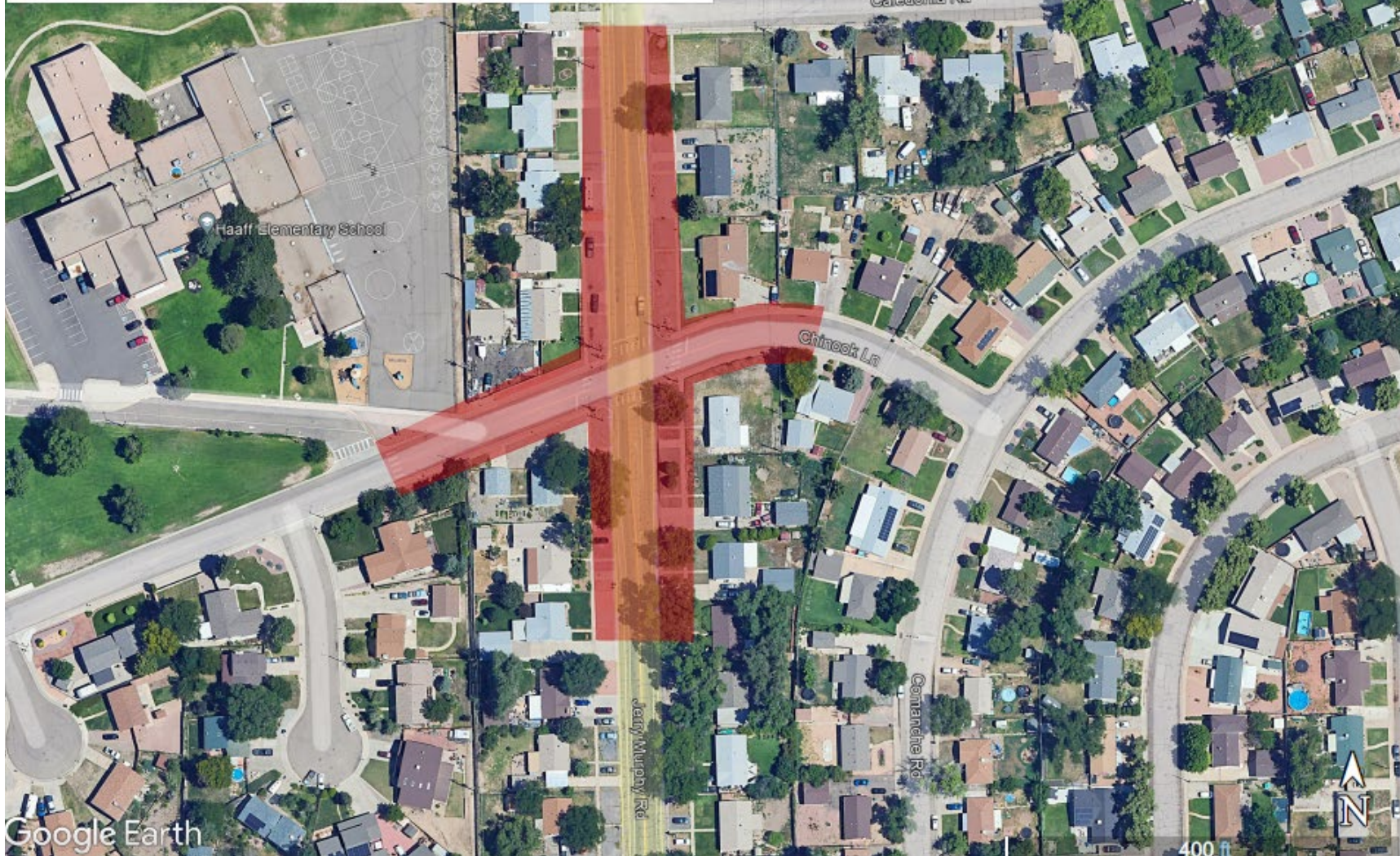
Construction

- 16 Includes all tasks described in the RFP.

Survey Limits

Jerry Murphy @ Chinook

- Includes south side ramps and curb return of Calendonia Road intersection.
- Includes east crosswalk at Haaff Elementary.
- Includes all surface features within the ROW limits.
- Includes surveying utility locates and invert elevations at manholes and inlets.



STANDARD BILLING RATES

(Effective January 1, 2023)

Principal Engineer	\$ 245.00
Senior Project Manager	\$ 225.00
Senior Planner	\$ 215.00
Project Manager	\$ 205.00
QA/QC Manager	\$ 205.00
Senior Engineer	\$ 205.00
Project Engineer	\$ 172.00
Planner	\$ 170.00
Assistant Project Engineer	\$ 139.00
Senior Designer	\$ 147.00
Designer	\$ 126.00
Senior Technician	\$ 143.00
Technician	\$ 119.00
Project Coordinator	\$ 125.00

Land Survey Manager	\$ 190.00
Land Surveyor	\$ 170.00
Project Surveyor	\$ 122.00
Survey Technician	\$ 107.00
Survey Crew	\$ 200.00

Senior Construction Inspector	\$ 145.00
Construction Inspector	\$ 135.00

GIS Analyst	\$ 140.00
Technical Writer	\$ 118.00
Senior Administrative Assistant	\$ 100.00
Administrative Assistant	\$ 85.00
Network Administrator	\$ 115.00
Marketing Specialist	\$ 120.00
Principal	\$ 295.00

Expenses

Mileage, reproduction, etc.	Cost plus 15%
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Overtime Rates

Client authorized	Billing Rate x 1.5
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Schedule 3

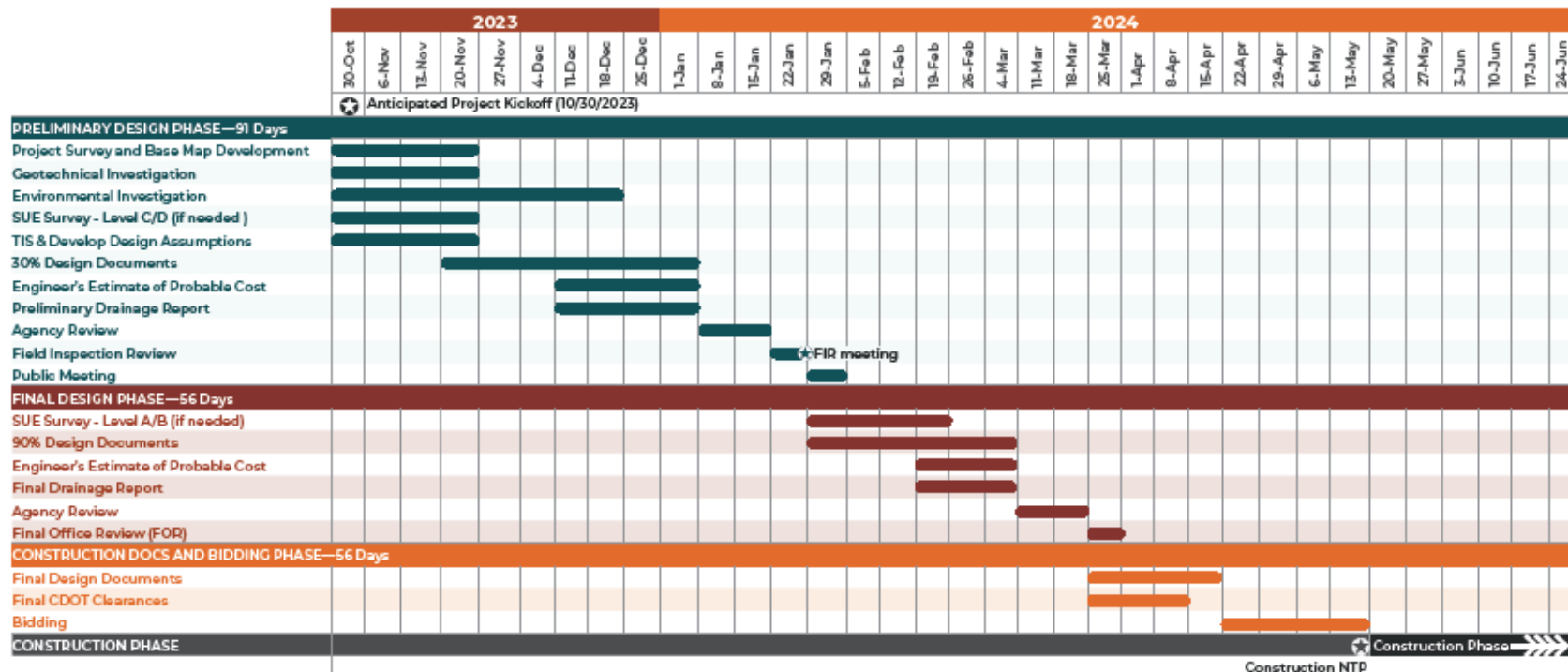
Work Schedule

Excerpt from Consultant's Proposal dated September 22, 2023, Page 33

Dibble brings an established approach to project scheduling and meeting project goals. Project work and costs are monitored weekly, allowing for an ongoing accounting of project status. Dibble holds weekly staff meetings, providing the opportunity for staff to monitor progress and balance project work.

The dedicated team assembled for this project has the ability and the resources to meet the project schedule. The schedule will contain tasks for each design milestone and be adjusted as the project progresses. This will allow the design team and City to monitor and control the project throughout the project's life cycle. Dibble will provide a schedule with project design elements broken down into manageable phases and tasks. The project schedule will be established jointly by the City and Dibble during the kickoff meeting to outline the anticipated tasks and milestones to meet the project objectives. Below is a preliminary schedule for the trail project based on an estimated Notice to Proceed of October 30, 2023.

The preliminary schedule shows a construction start date around the end of May, which should be the goal of this project. **To reduce impacts to Haaff Elementary and the safety of the students, construction should occur over summer break.** We will make sure to work with the City and CDOT to ensure that the project is completed early enough to allow for adequate bidding and time for the City to agree to a contract with the selected contractor prior to the end of the school year on June 3, 2024 and getting council approval by the May 28, 2024 meeting.



Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated September 22, 2023, Pages 11 – 17

Subconsultants

Farnsworth Group, Terracon, and All Phase Environmental Consultants round out the Dibble team. With staff based in Southern Colorado and established histories working in Pueblo, they will provide specialized technical services for the Jerry Murphy and Chinook intersection improvements.



FARNSWORTH GROUP | SURVEY, ROW DESIGN, SUE

Founded in the 1890s, Farnsworth Group is an employee-owned, full-service design firm with over 500 engineers, architects, surveyors, commissioning authorities, technicians, and support personnel across the United States. With four Colorado offices (Colorado Springs, Denver, Fort Collins, and Durango) Farnsworth Group ensures agility and swift response.

Their local survey team team excels in land surveying and subsurface utility engineering, offering a broad range of surveying and engineering services, including boundary/right-of-way surveys, ALTA/ACSM land title surveys, municipal and governmental boundaries, topographic design surveys, legal descriptions for right-of-way and easement acquisition, CDOT right-of-way plans, title research, aerial mapping, control networks, railroad consulting/liaison services, construction surveying, and expert witness testimony. The Farnsworth Group team has extensive history working with the City of Pueblo and El Paso County.



TERRACON | GEOTECHNICAL

Since its founding in 1965, Terracon has evolved into a thriving, employee-owned, engineering consulting firm delivering geotechnical, materials, environmental, and facilities services. In Colorado, the Terracon team of 175+ professionals span across five offices along the Front Range, including an office in Colorado Springs. Their in-house exploration team owns and operates 13 drill rigs.

Terracon has served public and private clients across the state for over 30 years, including roadway projects in and around Pueblo, CO. Their recent geotechnical projects include several Pueblo Memorial Airport Terminal projects with Dibble and the Pueblo West Fire Station No. 2. They continually work with CDOT on their facilities construction projects across the state and municipalities such as the City of Colorado Springs, the City and County of Denver, and City of Arvada (to name a few) on their various roadway developments. Terracon has worked with Dibble on more than 35 successful projects across Colorado.



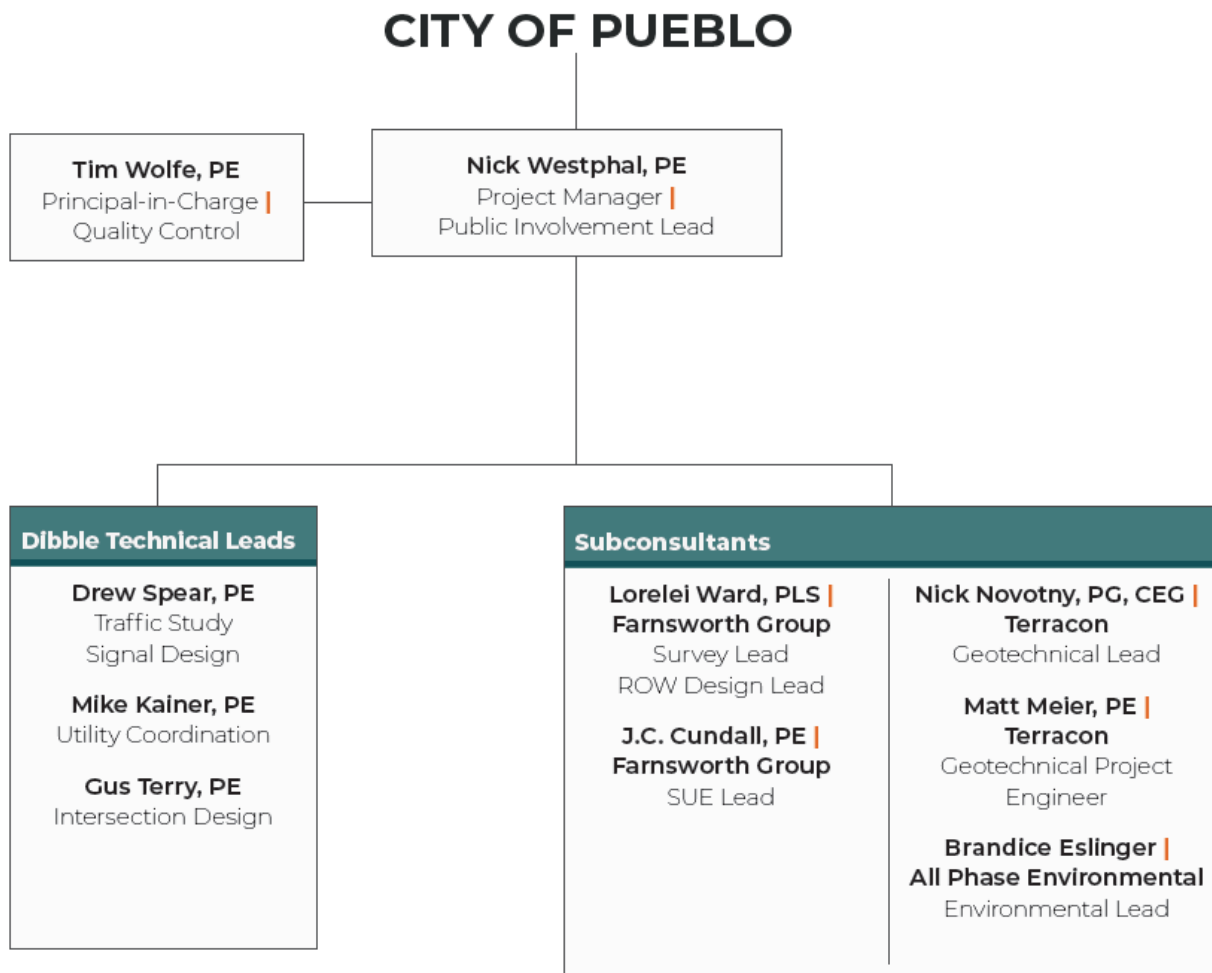
ALL PHASE ENVIRONMENTAL | ENVIRONMENTAL

All-Phase Environmental Consultants, Inc. (APEC) is based in Pueblo, located in the downtown area. APEC is a multidisciplinary environmental consulting firm that has been solving environmental problems associated with regulatory and liability issues since 1999. The quality of APEC's work coupled with the staff has earned APEC a reputation of a high-quality, cost-effective, quick turnaround organization. They are a valued Dibble partner, having recently served as the environmental lead for the Prairie Avenue to Minnequa Lake Trail project.

APEC is well established and versed in the NEPA Evaluation Criteria, particularly the CDOT Form 1399 and Form 128. Additionally, APEC conducts ASTM E1257-21 Compliant Phase I's, Transaction Screens, and Phase II's, which can be incorporated into the NEPA process. Knowledge and experience with the relevant portions of the NEPA process include Section 106 requirements and coordination with the SHPO office, Section 7 of the Endangered Species Act, Section 404 Permits if applicable, Floodplains, Noise, Air Quality, Socioeconomic impacts, to name a few.

B. Project Team Key Individuals

Shown below, the Dibble team was purpose-built to meet the needs of the Jerry Murphy and Chinook project. It is a streamlined team composed of Dibble and subconsultant staff who have previously worked with the City of Pueblo, possess deep experience with similar municipal improvement projects, and thoroughly understand the CDOT Local Agency process. By leveraging these strengths, the Dibble team is poised to optimize the team's performance and efficiency.



C. Key Individuals Resumes

Resumes detailing the qualifications and correlated project history for these key individuals begin on the following page. These are the personnel we commit to this project. Should a circumstance arise requiring alternative personnel to join the team, Dibble will first submit (in writing) the alternate's qualifications for the City's review and approval.



EDUCATION

BS, Civil Engineering, University of Toledo

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 49619

DIBBLE

*Experience prior to Dibble

NICK WESTPHAL, PE

Project Manager | Public Involvement Lead

Nick is a project manager in Dibble's Denver office who has managed and designed numerous municipal infrastructure projects during his 15-year career involving transportation design, signing, striping, utility design, site grading, drainage analysis, and construction inspection. In addition to design, he has also managed and produced multiple traffic impact studies, design concept reports, and hydrology reports for various transportation projects.

Nick brings directly relevant similar experience. As Project Manager for the Prairie Avenue to Minnequa Lake Trail project, he has successfully delivered multimodal infrastructure improvement in Pueblo in accordance with CDOT Local Agency requirements. His projects in Laramie, WY and Tucson, AZ were both municipal intersection improvements adjacent to school campuses involving traffic evaluation, traffic signal, and roadway improvements. All projects involved neighborhood public outreach and coordination with stakeholder agencies.

REPRESENTATIVE PROJECTS

- > City of Pueblo: Prairie Ave. to Minnequa Lake Trail (CDOT Local Agency Project) | Pueblo, CO | Project Manager
- > *City of Laramie: Reynolds Street at 22nd Street Signal Design (stop controlled intersection to a full signal and signal timing plan recommendations) | Laramie, WY | Project Engineer
- > *Pima County: Orange Grove Road at Camino de la Tierra Intersection | Tucson, AZ | Improvements (coordination with local school district to complete improvements over winter break) | Project Manager



EDUCATION

BS, Engineering, Purdue University

MS, Civil Engineering, Arizona State University

REGISTRATIONS

Arizona, Registered Professional Engineer, No. 24154

DIBBLE

TIM WOLFE, PE

Principal-in-Charge | Quality Control

Tim will oversee project team performance to the City's service and quality expectations. He brings 34 years of experience in project management, traffic engineering, intelligent transportation systems, highway construction, operations and maintenance. Prior to joining Dibble, Tim worked for 27 years at the Arizona Department of Transportation (ADOT). Tim served the last six years as the Phoenix Maintenance District Engineer where he managed over 5,000 lane miles of urban freeway and oversaw the delivery of a \$50M operations and maintenance budget. Having served as Principal-in-Charge for most of Dibble's transportation projects in Colorado, Tim is well-versed with municipal project delivery in accordance with local agency requirements.

REPRESENTATIVE PROJECTS

- > City of Pueblo: Prairie Ave. to Minnequa Lake Trail (CDOT Local Agency Project) | Pueblo, CO | Project Principal
- > City of Mesa: South Canal Shared Use Path (ADOT Local Agency Project) | Mesa, AZ | Project Principal
- > City of Mesa: Mesa Drive, 8th Ave to Main St. Design Concept Report and Final Design (including intersection at Broadway Road) | Mesa, AZ | Improvements (coordination with Pima County DOT) | Project Principal



EDUCATION

BS, Civil Engineering, Colorado School of Mines

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 53136

DIBBLE

DREW SPEAR, PE

Traffic Impact Study and Signal Design Lead

Drew has 37 years of experience in transportation and traffic engineering in both planning and design. His past planning projects include intersection safety and improvement studies, signal studies, ADA studies, corridor studies, location studies, design concept studies, safety analysis, and feasibility studies. Drew brings particular expertise in developing traffic design, roadway design, comprehensive construction phasing, traffic control plans, cost analyses, prioritization, implementation planning, and traffic calming elements.

REPRESENTATIVE PROJECTS

- > Northern Colorado Regional Airport: New Terminal (traffic circulation, parking analysis, and pedestrian routing) | Loveland, CO | Traffic Engineer
- > City of Scottsdale: Scottsdale Road – Frank Lloyd Wright Blvd to Thompson Peak Parkway (included five intersections, plan coordination with ADOT) | Scottsdale, AZ | Traffic Engineer
- > Maricopa Community Colleges District: Scottsdale Community College Traffic Signal Design/Loop Road Design (campus circulation, safety, and access improvements) | Scottsdale, AZ | Project Manager
- > City of Scottsdale: Raintree & Northsight Intersection Improvements | Scottsdale, AZ | Project Manager



EDUCATION

BS, Civil Engineering, University of Colorado-Boulder

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 52396

DIBBLE

*Experience prior to Dibble

MIKE KAINER, PE

Utility Coordination Lead

Mike brings 11 years of experience in transportation and civil water engineering to the Dibble team. His project experience includes pipelines and heavy civil engineering. Pipeline work experience includes DIP, PVC, FRP, HDPE, and Steel finished, raw water, and sanitary sewer pipelines. Rehabilitation techniques include cured-in-place pipe and sliplining. More specifically his experience includes pipeline alignment studies, pipeline condition assessments, site investigations, design calculations, hydraulics, and construction of pipelines ranging from distribution piping to transmission mains. His direct responsibilities have included field inspections, utility research, hydraulics and transient modeling, material design calculations, easement acquisition and legal descriptions, rehabilitation analysis, and coordination with contractors.

REPRESENTATIVE PROJECTS

- > State of Colorado: Fort Logan Phase 2 Infrastructure | Denver, CO | Utility Coordination and Design Lead
- > *Northern Colorado Water Conservancy District: Southern Water Supply Project II | Boulder and Longmont, CO | Utility Project Engineer
- > *Colorado Springs Utilities: Homestake Suction Pipeline Replacement | Colorado Springs, CO | Utility Assistant Project Manager
- > *Left Hand Water District State Highway 119 Waterline Relocation, | Boulder County, CO | Utility Project Engineer



GUS TERRY, PE

Intersection Design Lead

Gus' expertise throughout his career encompasses roadway, parking lot, and drainage design. His responsibilities have included roadway design, 3D modeling, earthwork, grading and drainage calculations, utility design and coordination, signing and pavement marking design, maintenance of traffic plans, and retention basin design. Gus is experienced in Civil 3D, SignCAD, Storm Sewers, Express Flow, and AutoTURN.

REPRESENTATIVE PROJECTS

- > Northern Colorado Regional Airport: New Terminal | Loveland, CO | Project Engineer
- > Colorado Department of Human Services: Fort Logan Phase 2 Infrastructure | Denver, CO | Project Engineer
- > Pinal County: Kenworthy Road-Combs to Chandler Heights) | San Tan Valley, AZ | Project Engineer
- > Pinal County: Skyline Drive-Charbray to Gantzel | Scottsdale, AZ | Project Engineer

EDUCATION

BS, Civil Engineering, Colorado State University

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 63284

DIBBLE



LORELEI WARD, PLS

Survey and ROW Design Lead

Lorelei has more than 32 years of survey and right-of-way experience. She started her survey career at the Denver Water Board and later joined the CDOT Survey/Right-of-Way Department, spending 27 years with the agency. Over the course of her career, Lorelei developed an extensive background in various types of surveys (topographic, utility, drainage, boundary, and ROW). Since transitioning to the private sector, she has served as a land survey manager and leads ROW and plan development, including consultant management, cost estimating, survey research, boundary analysis, survey control, property descriptions, right-of-way plans, and land survey plats. Her experience with both the public and the private sectors has given her a well-rounded knowledge of how every phase of a survey project is planned and executed, and this expertise will be highly beneficial to your projects.

REPRESENTATIVE PROJECTS

- > CDOT Region 2: I-25 at SH 50 SUE and ROW Plans | Pueblo, CO | Field Survey Lead for SUE and ROW Plan Production
- > CDOT Region 2: Drew Dix Parkway Roundabout | Pueblo, CO | Field Survey Lead for Topographic Survey, SUE, and ROW Plan Production
- > El Paso County: Beacon Lite Road Improvements | Monument, CO | Project Manager for ROW and SUE Survey

EDUCATION

BS, Civil Engineering Technology, University of Southern Colorado

REGISTRATION

Colorado, Professional Land Surveyor, No. 34982





J.C. CUNDALL, PE

SUE Lead

J.C. is an accomplished engineer and project manager with more than 20 years of experience with civil infrastructure projects, including subsurface utility engineering, land development, streets, utilities, and drainage design, as well as engineering design for municipal water and wastewater systems. J.C. also has ample experience providing construction observation and administration for a variety of projects including CDOT-administered or -funded projects. He offers unmatched support to our clients, ensuring their questions are answered, and their projects are executed seamlessly.

EDUCATION

BS, Civil Engineering, South Dakota School of Mines and Technology

REGISTRATION

Colorado, Registered Professional Engineer, No. 41831



REPRESENTATIVE PROJECTS

- > CDOT Region 2: I-25 at SH 50 SUE and ROW Plans | Pueblo, CO | Engineering Manager-SUE Investigation
- > CDOT Region 2: Drew Dix Parkway Roundabout | Pueblo, CO | Engineering Manager-SUE Investigation
- > El Paso County: Highway 105 Improvement Project | Monument, CO | Engineering Manager-SUE Investigation



NICK NOVOTNY, PG, CEG

Geotechnical Lead

Nick is an Engineering Geologist with over nine years of professional experience in the geotechnical industry. He has directly managed fieldwork, geotechnical analysis, and report preparation of numerous geotechnical projects throughout Colorado and California. During his career, Nick has developed competency performing geotechnical calculations, seismic and liquefaction analysis, slope stability analysis, swell/heave analysis, and geophysical studies including seismic refraction/reflection and electrical resistivity. A veteran of transportation infrastructure improvement projects, Nick has worked as a project manager on numerous municipal transportation and utilities projects.

REPRESENTATIVE PROJECTS

- > Colorado Department of Human Services: Fort Logan Phase 2 Infrastructure (subconsultant to Dibble) | Denver, CO | Geotechnical Project Manager
- > City of Englewood: Oxford Drainage Stormwater Outfall Project | Englewood, CO | Geotechnical Project Manager
- > Broadway Station Bridges and Infrastructure Project | Denver, CO | Geotechnical Project Manager
- > City and County of Denver: Weir Gulch Trail Improvements | Denver, CO | Geotechnical Project Manager

EDUCATION

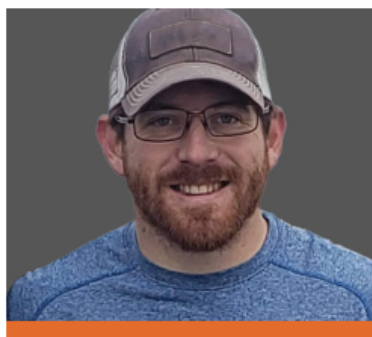
BS, Geology, California State University Sacramento

CERTIFICATIONS

Professional Geologist, PG No. 9626

Certified Engineering Geologist, No. CEG 2724





MATT MEIER, PE

Geotechnical Project Engineer

Matt is a Project Engineer in the geotechnical department for Terracon's Colorado Springs office with nearly ten years of experience, eight of which focused on work across the Front Range and Colorado. His geotechnical experience includes residential, commercial, and utility subsurface exploration projects of varying sizes and complexities.

Matt's role has included planning, coordinating, managing, executing drilling operations, and reviewing and preparing engineering reports to provide recommendations for design and construction of various projects. He has worked closely with contractors and developers to come to reasonable solutions when site conditions change or necessitate new resolutions.

EDUCATION

BS, Civil Engineering, Gonzaga University

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 61857



REPRESENTATIVE PROJECTS

- > City of Colorado Springs: Bijou Street Pedestrian Bridge at Shooks Run | Colorado Springs, CO | Geotechnical Project Engineer
- > Circle K: Access Road at SH 24 and Meridian Intersection–Road Pavement Thickness Design | Falcon, CO | Geotechnical Project Engineer
- > Peterson Space Force Base: Building 207 Additions and Renovations | Colorado Springs, CO | Geotechnical Project Engineer



BRANDICE ESLINGER

Environmental Lead

Brandice is the owner of All-Phase Environmental, incorporated in Pueblo County. She has more than 25 years of experience in environmental science providing expert guidance to clients from the initial phases of an environmental site assessment to No Further Action (NFA) of a site with the State of Colorado, EPA and/or other governing body. Brandice has provided environmental clearances for numerous municipal improvements, including the Prairie Ave. to Minnequa Lake Trail project with Dibble. She is a specialist in subsurface soil investigations, specifically establishing the degree of contamination, delineating the contamination, including groundwater monitoring, and finally determining the most feasible remediation techniques.

REPRESENTATIVE PROJECTS

- > City of Pueblo – Multiple Properties (2014-2023) Environmental On-Call for Asbestos, Phase I's, Phase II's, Energy Audits, Meth and Indoor Air Quality Inspections, Lead-Based Paint Inspections | Pueblo, CO | Project Manager
- > City of Pueblo: Prairie Ave. to Minnequa Lake Trail (CDOT Local Agency Project) | Pueblo, CO | Environmental Project Manager

EDUCATION

BS, Environmental Science/Engineering, Minor: Geography, University of Denver

MS, Industrial and Systems Engineering, Colorado State University-Pueblo

CERTIFICATIONS

Provided at right



CERTIFICATIONS

OPS Listed Consultant #6095 | OSHA 40 Hour HAZWOPER Certification | OSHA Site Supervisor | Due Diligence at Dawn (ASTM Standard 2000, 2005, 2013) | ASTM E1527-13 & 21 | Certified Project Designer #5494 | Certified Lead Inspector/Risk Assessor #9162 | HERS Energy Rater #9915053 | ASTM- E 1527-13 and E 1528-00, Environmental Site Assessments for Commercial Real Estate | ASTM E 1903 Standard for Phase II Environmental Site Assessments | Industrial Hygienist Environmental Professional

Schedule 5

Colorado Department of Transportation (CDOT) Requirements

Included as Attachment C in RFQ dated August 18, 2023

followed by

State of Colorado Intergovernmental Agreement

Excerpt from RFQ dated August 18, 2023, Section 9

9.1. CDOT LOCAL AGENCY CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT REQUIREMENTS

The following requirements shall apply to FHWA-assisted contracts.

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.
2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters. Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.
3. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.
4. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.
5. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.

6. **Contract Goal Percentage.** The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services (Refer to [INTRODUCTION](#)).
7. **Consultant.** An individual, firm, corporation, or other legal entity with a direct contractual relationship with the Local Agency's solicitation to render Professional Services and ancillary services.
8. **Disadvantaged Business Enterprise (DBE).** A Colorado certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
9. **Emerging Small Business (ESB).** A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.
10. **Good Faith Efforts (GFE).** All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.
11. **Local Agency.** The City of Pueblo.
12. **Professional Services.** The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.
13. **Reduction.** Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.
14. **Subconsultant.** An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.
15. **Substitution.** Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.
16. **Termination.** Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.
17. **Utilization Plan (UP).** The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage

made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

18. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc) and would not be overseen by a licensed engineer.

19. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six (6) digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory at <https://coucp.dbesystem.com/>. The Local Agency may include CDOT in discussions for clarification. The consultant may contact the Civil Rights and Business Resource Center to receive guidance on whether a work code covers the work to be performed.

B. For additional information please refer to CDOT's Local Agency Civil Rights Guidelines for more information: <https://www.codot.gov/business/civilrights/compliance/prof-services/overview>.

9.2. NONDISCRIMINATION AND SUBCONTRACTING REQUIREMENTS

The following requirements apply to all contracts and subcontracts on FHWA federally assisted contracts.

- A. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- B. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- C. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
 2. Assessing sanctions
 3. Liquidated damages
 4. Disqualifying the consultant from future bidding as non-responsible
- D. Prompt Payment. Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.
- E. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

9.3. CONTRACT COMMITMENT

At the time of initial proposal, the Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.

- A. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non-responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.
- B. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB

Subconsultants and Suppliers/Vendors included as part of its “most qualified” team. The Utilization Plan shall also include all Commitments by percentage.

- C. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.
- D. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.
 - 1. Good Faith Efforts mean that the Consultant:
 - a. Documents it has obtained enough DBE participation to meet the Contract Goal, or
 - b. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so
 - 2. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT’s Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.
 - a. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal
 - b. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal
 - 3. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant’s Good Faith Efforts:
 - a. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame
 - b. Reason(s) for choosing a nonDBE subconsultant over an interested DBE
 - c. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant
 - d. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame
 - e. Any other factors that may be pertinent to the factual circumstances

4. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.
- E. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.
1. The Chief Engineer or a designee will conduct administrative reconsideration.
 - a. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination
 - b. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration
 - c. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination
 - d. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity
 2. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.
 - a. If schedules permit, the parties may waive the two (2) business day requirement
 - b. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency
 - c. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond
 3. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.
 - a. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal
 - b. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

9.4. ELIGIBLE DBE PARTICIPATION

In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

- A. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.
- B. DBE participation will be tracked through the B2GNow.
- C. Only work actually performed by the DBE will count towards the Contract Goal.
 - 1. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:
 - a. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or
 - b. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services
 - 2. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.
 - a. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal
 - b. DBE firms may use an employee leasing company for the work
 - i. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees
 - ii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
 - c. Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay

3. When a DBE performs as a participant in a joint venture:
 - a. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal
 - b. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT
- D. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.
 1. To perform a Commercially Useful Function:
 - a. The DBE must be responsible for the execution of the work to be performed and
 - b. Actually performing, managing, and supervising the work
 2. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:
 - a. The amount of subcontracted work
 - b. Industry practices, and
 - c. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors
 3. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.
 4. A DBE is presumed as not performing a Commercially Useful Function:
 - a. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or
 - b. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.
 - c. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.
 5. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.

6. The City's determinations regarding Commercially Useful Function matters are not appealable.

9.5. UTILIZATION PLAN MODIFICATIONS

Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

- A. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice and advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.
- B. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:
 1. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
 2. Failure or refusal by the DBE to execute a written contract
 3. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
 4. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
 5. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
 6. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
 7. The DBE is not a responsible Consultant

8. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
 9. The listed DBE is ineligible to receive credit for its participation
 10. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform
 11. The DBE ceases business operations or otherwise dissolves; and/or
 12. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant
- C. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.
1. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.
 2. An approval of the modification constitutes a modification of the Utilization Plan through CDOT. Each substitute DBE approved by the Local Agency must have documentation. Documentation similar to a Project Cost Worksheet for Subconsultants or Letter of Intent for a Supplier/Vendor that shows commitments to the firm on the contract are required. Once approved, the Local Agency will work with the CRBRC to modify the UP in B2GNow.

9.6. ENFORCEMENT

It is the responsibility of the Local Agency and Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approvals under the Contract are not an explicit or implicit approval by the Local Agency or CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Contract Civil Rights requirements.

- A. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.
- B. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:

1. Refuse to count any fraudulent or misrepresented DBE/ESB participation
2. Withhold progress payments to the Consultant commensurate with the violation
3. Reduce the Consultant's prequalification status
4. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
5. Seek any other available contractual remedy

9.7. CONTRACT CLOSEOUT

The Local Agency will collect a completed CDOT Professional Services Closeout Report form upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever comes first. This form will report the final actual DBE participation on the Contract and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments. The Local Agency will submit the form to CDOT Civil Rights with submission of the final invoice.

9.8. NONCONSTRUCTION FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES

A. Federal laws and regulations that may be applicable to the Work include:

1. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agency and their contractors or the Local Agency).
2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).
3. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agency and the Local Agency when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).
4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
5. Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

6. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
 7. Office of Management and Budget (OMB) Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
 8. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
 9. In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
 10. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).
 11. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.)
 12. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45
 13. C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
 14. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
 15. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
 16. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".
- B. Nondiscrimination. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
1. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.
4. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.
5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
- C. Incorporation of Provisions. The Contractor will include the provisions regarding the foregoing sections and the IGA (attached) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

9.9. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following:

- A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- B. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

1. The City must report all suspected or reported violations to the Federal awarding agency.
- C. Rights to Inventions Made Under a Contract or Agreement. 3 If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, Contractor agrees to the following:
1. Clean Air Act:
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.
 2. Federal Water Pollution Control Act:
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
 - b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

- E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, Contractor shall be bound by it's Bidder's Certification for Debarment, Suspension, Ineligibility and Voluntary Exclusion throughout the period of the Contract.
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Domestic Preference for Procurement (C.F.R. § 200.322). To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.
- H. Procurement of Recovered Material (C.F.R. § 200.323).
1. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - b. Meeting contract performance requirements.
 - c. At a reasonable price.
 2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

I. Additional Provisions.

1. Access to Records. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.
4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.
5. Changes. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.
6. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
7. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

9.10. CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use

this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.

2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.
3. Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.
4. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.
5. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.
6. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.
7. Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.
8. Consultant. Contractor whether designated as engineer, consultant or otherwise who has entered an agreement with Local Agency pursuant to which mandatory federal and state contract provisions have become applicable including the requirements of this Part III.
9. Disadvantaged Business Enterprise (DBE). A Colorado certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
10. Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.
11. Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.
12. Local Agency. Pueblo, a municipal corporation.

13. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.
 14. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.
 15. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.
 16. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.
 17. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.
 18. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.
 19. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc.) and would not be overseen by a licensed engineer.
 20. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six (6) digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory at <https://coucp.dbesystem.com/>. The Local Agency may include CDOT in discussions for clarification. The consultant may contact the Civil Rights and Business Resource Center to receive guidance on whether a work code covers the work to be performed.
- B. Nondiscrimination and Subcontracting Requirements for all contracts and subcontracts on FHWA federally assisted contracts with the City.
1. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the

discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

2. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments
 - b. Assessing sanctions
 - c. Liquidated damages
 - d. Disqualifying the consultant from future bidding as non responsible
4. Prompt Payment. Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.
5. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

- C. Contract Commitment required at the time of initial proposal. The Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.
1. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.
 2. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.
 3. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.
 4. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.
 - a. Good Faith Efforts mean that the Consultant:
 - i. Documents it has obtained enough DBE participation to meet the Contract Goal, or
 - ii. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so
 - b. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.
 - i. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal

- ii. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal
 - c. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:
 - i. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame
 - ii. Reason(s) for choosing a nonDBE subconsultant over an interested DBE
 - iii. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant
 - iv. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame
 - v. Any other factors that may be pertinent to the factual circumstances
 - d. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.
5. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.
- a. The Chief Engineer or a designee will conduct administrative reconsideration.
 - i. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination
 - ii. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration
 - iii. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination
 - iv. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity
 - b. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.

- i. If schedules permit, the parties may waive the two (2) business day requirement
 - ii. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency
 - iii. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond
- c. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.
 - i. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal
 - ii. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable
- D. Please refer to CDOT's Local Agency Civil Rights Guidelines for more information: <https://www.codot.gov/business/civilrights/compliance/prof-services/overview>. Contractor agrees to be bound by and subject to this section.

9.11. ADDITIONAL CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

- A. Eligible DBE Participation. In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.
 - 1. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.
 - 2. DBE participation will be tracked through the B2GNow.
 - 3. Only work actually performed by the DBE will count towards the Contract Goal.
 - a. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:
 - i. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or

- ii. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services
 - b. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.
 - i. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal
 - ii. DBE firms may use an employee leasing company for the work
 - I. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees
 - iii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay
 - c. When a DBE performs as a participant in a joint venture:
 - i. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal
 - ii. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT
- 4. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.
 - a. To perform a Commercially Useful Function:
 - i. The DBE must be responsible for the execution of the work to be performed and
 - ii. Actually performing, managing, and supervising the work
 - b. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:
 - i. The amount of subcontracted work

- ii. Industry practices, and
 - iii. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors
- c. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.
- d. A DBE is presumed as not performing a Commercially Useful Function:
 - i. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or
 - ii. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.
 - iii. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.
- e. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.
- f. The Local Agency's determinations regarding Commercially Useful Function matters are not appealable.

B. Utilization Plan Modifications

1. Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.
 - a. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice and advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity

(e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

- b. **Good Cause Requirement.** A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:
 - i. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
 - ii. Failure or refusal by the DBE to execute a written contract
 - iii. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
 - iv. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
 - v. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
 - vi. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
 - vii. The DBE is not a responsible Consultant
 - viii. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
 - ix. The listed DBE is ineligible to receive credit for its participation
 - x. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform
 - xi. The DBE ceases business operations or otherwise dissolves; and/or
 - xii. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant
- c. **Good Faith Effort Requirement.** When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

- i. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.
- ii. An approval of the modification constitutes a modification of the Utilization Plan through CDOT. Each substitute DBE approved by the Local Agency must have documentation. Documentation similar to a Project Cost Worksheet for Subconsultants or Letter of Intent for a Supplier/Vendor that shows commitments to the firm on the contract are required. Once approved, the Local Agency will work with the CRBRC to modify the UP in B2GNow.

C. Enforcement

1. It is the responsibility of the Local Agency and Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approvals under the Contract are not an explicit or implicit approval by the Local Agency or CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Contract Civil Rights requirements.
 - a. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.
 - b. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:
 - i. Refuse to count any fraudulent or misrepresented DBE/ESB participation
 - ii. Withhold progress payments to the Consultant commensurate with the violation
 - iii. Reduce the Consultant's prequalification status
 - iv. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
 - v. Seek any other available contractual remedy

D. Contract Closeout

1. The Local Agency will collect a completed CDOT Professional Services Closeout Report form upon completion of the work, expenditure of funds, and/or expiration of the Contract,

whichever comes first. This form will report the final actual DBE participation on the Contract and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments. The Local Agency will submit the form to CDOT Civil Rights with submission of the final invoice.

(Continue to next page)

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT**Signature and Cover Page**

State Agency Department of Transportation		Agreement Routing Number 22-HA2-XC-00204	
Local Agency CITY OF PUEBLO		Agreement Effective Date The later of the effective date or June 10, 2022	
Agreement Description HAAFF ELEMENTARY SRTS		Agreement Expiration Date June 09, 2032	
Project # SAR M086- 094 (24468)	Region # 2	Contract Writer GMD	Agreement Maximum Amount \$279,180.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

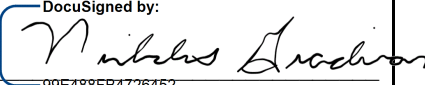
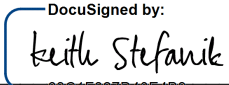
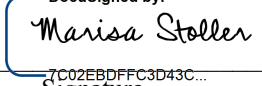
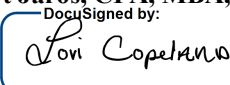
LOCAL AGENCY CITY OF PUEBLO DocuSigned by:  99E488FB4726452... Signature By: Nick Gradisar, Mayor of City of Pueblo Date: <u>2/14/2023</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director DocuSigned by:  63C1F827D40E4B3... Signature Keith Stefanik, P.E., Chief Engineer Date: <u>2/15/2023</u>
Attested by: DocuSigned by:  7C02EBDFFC3D43C... Signature By: Marisa Stoller, City Clerk Date: <u>2/15/2023</u>	LEGAL REVIEW Philip J. Weiser, Attorney General N/A Assistant Attorney General By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  BDA801C5CFAC478... Signature By: _____ Department of Transportation Effective Date: <u>2/15/2023</u>	

TABLE OF CONTENTS

1. PARTIES	2
2. TERM AND EFFECTIVE DATE	2
3. AUTHORITY	3
4. PURPOSE	4
5. DEFINITIONS	4
6. STATEMENT OF WORK	7
7. PAYMENTS	11
8. REPORTING - NOTIFICATION	15
9. LOCAL AGENCY RECORDS	16
10. CONFIDENTIAL INFORMATION-STATE RECORDS	17
11. CONFLICTS OF INTEREST	18
12. INSURANCE	18
13. BREACH	20
14. REMEDIES	20
15. DISPUTE RESOLUTION	22
16. NOTICES AND REPRESENTATIVES	22
17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	23
18. GOVERNMENTAL IMMUNITY	24
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM	24
20. GENERAL PROVISIONS	24
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)	27
22. FEDERAL REQUIREMENTS	29
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)	29

EXHIBIT A, SCOPE OF WORK	
EXHIBIT B, SAMPLE OPTION LETTER	
EXHIBIT C, FUNDING PROVISIONS (Budget)	
EXHIBIT D, LOCAL AGENCY RESOLUTION	
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	
EXHIBIT N, FEDERAL TREASURY PROVISIONS	
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS	
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT	
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM	
EXHIBIT R, APPLICABLE FEDERAL AWARDS	
EXHIBIT S, PII CERTIFICATION	
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE**A. Effective Date**

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
 - xiv. **Exhibit N**, Federal Treasury Provisions
 - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
 - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
 - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
 - xviii. **Exhibit R**, Applicable Federal Awards
 - xix. **Exhibit S**, PII Certification
 - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in **§2.B**.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. **“Sub-Award”** means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. **“Subcontractor”** means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. **“USDT”** The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
 - b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
 - c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
 - d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
 - e. Stamp the Plans as produced by a Colorado registered professional engineer.
 - f. Provide final assembly of Plans and all other necessary documents.
 - g. Ensure the Plans are accurate and complete.
 - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.

- (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A.**).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

- i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

- ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS**A. Maintenance**

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and

- b. \$2,000,000 general aggregate.
- C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.
- D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.
- E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.
- F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

- A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.
- B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

- A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's principal representative at the address set forth below

or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Don Scanga, Local Agency Coordinator
CDOT Region 2
5615 Wills Blvd.
Pueblo, CO 81008
719-621-8340
donald.scanga@state.co.us

For the Local Agency

CITY OF PUEBLO
Kelly Grisham, Project Coordinator
211 East D Street
PUEBLO, CO 81003
719-553-2254
kgrisham@pueblo.us

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N and Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G and Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

EXHIBIT A
SCOPE OF WORK

Name of Project: Haaff Elementary SRTS
Project Number: SAR M086-094
SubAccount #: 24468

The local agency shall be responsible for design and construction of safe and accessible routes to school by 1) constructing multi-use sidewalks and connections to give students a direct route to the school entrance; 2) installation of high visibility crosswalks to alert motorists of pedestrian activity; and 3) installation of ADA curb ramps to improve accommodations for all users. The project also includes consulting services for Phase 2 of the project: reconstruction of the intersection of Jerry Murphy and Chinook.

If ARPA funds are used all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.

EXHIBIT B**SAMPLE IGA OPTION LETTER**

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

Federal \$ LA Work

EXHIBIT C- FUNDING PROVISIONS**Pueblo SAR M086-094 (24468)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$279,180.00, which is to be funded as follows:

1. BUDGETED FUNDS			
a.	Federal Funds (100% of SAR Award)		\$279,180.00
TOTAL BUDGETED FUNDS			\$279,180.00
2. OMB UNIFORM GUIDANCE			
a.	Federal Award Identification Number (FAIN):		TBD
b.	Name of Federal Awarding Agency:		FHWA
c.	Local Agency Unique Entity Identifier		NJK3BNUDRHJ7
d.	Assistance Listing # Highway Planning and Construction		ALN 20.205
e.	Is the Award for R&D?		No
f.	Indirect Cost Rate (if applicable)		N/A
g.	Amount of Federal Funds Obligated by this Action:		\$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):		\$0.00
3. ESTIMATED PAYMENT TO LOCAL AGENCY			
a.	Federal Funds Budgeted		\$279,180.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs		\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY			\$279,180.00
4. FOR CDOT ENCUMBRANCE PURPOSES			
a.	Total Encumbrance Amount		\$279,180.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS			\$279,180.00

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 24468.10.30	Performance Period Start*/End Date MM/DD/YYYY- MM/DD/YYYY	Design 3020	\$0.00
WBS Element 24468.20.10	Performance Period Start*/End Date MM/DD/YYYY- MM/DD/YYYY	Const. 3301	\$0.00

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Matching Funds

The matching ratio for the federal funds for this Work is 100% federal funds to 0% Local Agency funds, and this ratio applies only to the \$279,180.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$279,180.00, and additional federal funds are available for the Work, the Local Agency shall pay 0% of all such costs eligible for federal funding and 100% of all other costs. If additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$279,180.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described herein. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$279,180.00. For CDOT accounting purposes, the federal funds of \$279,180.00 and the Local Agency funds of \$0.00 will be encumbered for a total encumbrance of \$279,180.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency matching funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: January 9, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT PL2101 FOR SAFE ROUTES TO SCHOOL FOR HAAFF ELEMENTARY SCHOOL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SAR M086-094 (24468), BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$279,180 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates Project No. PL2101 for Safe Routes to School for Haaff Elementary School, approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to Haaff Elementary Safe Routes to School and budgets and appropriates funds totaling \$279,180.00 for the Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes the Safe Routes to School, PL2101 for Haaff Elementary School and approves the grant agreement between the City and CDOT.

The City submitted a Safe Routes to Schools grant for improvements at Haaff Elementary School in 2021. This project provides safe and accessible routes to school by;

1) constructing multi-use sidewalks and connections to give students a direct route to the school entrance;

2) installation of high visibility crosswalks to alert motorists of pedestrian activity;

3) installation of ADA curb ramps to improve accommodation for all users. The project also includes consulting services for Phase 2 of the project: reconstruction of the intersection of Jerry Murphy Road and Chinook Lane.

FINANCIAL IMPLICATIONS:

Match funds are not required as this project is eligible for no match through COVID response.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the CDOT Safe Routes to Schools Grant funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Intergovernmental Agreement
2. Department Certification

ORDINANCE NO. 10374

AN ORDINANCE ESTABLISHING PROJECT PL2101 FOR SAFE ROUTES TO SCHOOL FOR HAAFF ELEMENTARY SCHOOL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SAR M086-094 (24468), BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$279,180 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The PL2101, Safe Routes to School for Haaff Elementary School, is hereby established.

SECTION 2.

The Intergovernmental Agreement ("IGA") between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the State of Colorado, acting with and through the Colorado Department of Transportation ("CDOT"), Project: SAR M086-094 (24468), Haaff Elementary Safe Routes to School, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Subject to encumbrances by the Colorado State Department of Transportation, funds from the Haaff Elementary Safe Routes to School (24468) in the amount of \$279,180.00 are hereby budgeted and appropriated for the Safe Routes to School, No. PL2101 for Haaff Elementary School.

SECTION 4.

The Mayor is authorized to execute and deliver the IGA in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 5.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and IGA to implement the policies and procedures described herein.

SECTION 6.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 9, 2023.

Final adoption of Ordinance by City Council on January 23, 2023.



President of City Council

Action by the Mayor:

☒ Approved on January 25, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

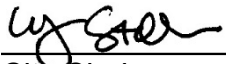
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk

EXHIBIT E - LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. M086-094	STIP No.	Project Code 24468	Region 2
Project Location Intersection of Jerry Murphy Rd and Chinook Lane			Date 6/3/2021
Project Description Haalf Elementary SRTS			
Local Agency City of Pueblo	Local Agency Project Manager Kelly Grisham		
CDOT Resident Engineer Lachelle Davis	CDOT Project Manager Don Scanga		
INSTRUCTIONS: This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i> . The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement	X	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	

EXHIBIT E - LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5.13	Document Design Exceptions - CDOT Form 464	X	
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6.2	Determine Applicability of Davis-Bacon Act This project ☐ is X is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Lachelle Davis CDOT Resident Engineer (Signature on File) 6/3/2021 Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety	X	X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)	X	
	Pre-survey		
	• Construction staking	X	
	• Monumentation	X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)	X	
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)	X	
	HMA Pre-Paving (Agenda is in CDOT Construction Manual)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		

EXHIBIT E - LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Charles Roy, P.E. 719-553-2271. Local Agency Professional Engineer or Phone number CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates Provide the name and phone number of the person authorized for this task. Charles Roy, P.E. 719-553-2271 Local Agency Representative Phone number	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare and Authorize Change Orders	X	
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Don Scanga 719-546-5434 CDOT Resident Engineer Phone number		X
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures X • Generate IAT schedule • Schedule and provide notification • Conduct IAT	X X X	
9.8	Approve mix designs • Concrete • Hot mix asphalt	X X	
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	

EXHIBIT E - LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer	X	
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor	X	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment		X
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure		X
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager
 CDOT Region Program Engineer
 CDOT Region EEO/Civil Rights Specialist
 CDOT Region Materials Engineer
 CDOT Contracts and Market Analysis Branch
 Local Agency Project Manager

EXHIBIT F
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency

upon request: Business Programs Office

Colorado Department of Transportation

2829 West Howard Place Denver,

Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR
PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the- job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:** The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages:

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding:

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)
 - (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility:

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification– First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL
ACCESSROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination****Assurances for Local Agencies****DOT Order No. 1050.2A**

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K**FFATA SUPPLEMENTAL FEDERAL PROVISIONS**

**State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpartC;

- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2.** A foreign public entity;
- 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1** Subrecipient DUNS Number;
- 7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3** Subrecipient Parent DUNS Number;
- 7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1** Subrecipient's DUNS Number as registered in SAM.
- 7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1.** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2** A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4** There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L**SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT**

 CDOT SUBRECIPIENT RISK ASSESSMENT		Date:	
Name of Entity (Subrecipient):			
Name of Project / Program:			
Estimated Award Period:			
Entity Executive Director or VP:			
Entity Chief Financial Officer:			
Entity Representative for this Self Assessment:			
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No
		N/A	
EXPERIENCE ASSESSMENT		Yes	No
		N/A	
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?		☐	☐
2 Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>		☐	☐
3 Does your staff assigned to the program have at least three full years of experience with this federal program?		☐	☐
MONITORING/AUDIT ASSESSMENT		Yes	No
		N/A	
4 Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?		☐	☐
5 a) Were there non-compliance issues in this prior review?		☐	☐
b) What were the number and extent of issues in prior review?		☐ 1 to 2	☐ >3
OPERATION ASSESSMENT		Yes	No
		N/A	
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>		☐	☐
FINANCIAL ASSESSMENT		Yes	No
		N/A	
7 a) Does your entity have an indirect cost rate that is approved and current?		☐	☐
b) If Yes, who approved the rate, and what date was it approved?			
8 Is this grant/award 10% or more of your entity's overall funding?		☐ >10%	☐ <10%
9 Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.		☐	☐
10 Has your entity had difficulty meeting local match requirements in the last three years?		☐	☐
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.  Tool Version: v2.0 (081816)			

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

**Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and
Audit Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
- 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
- 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
- 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
- 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
- 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
- 1.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
- 1.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 1.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 2. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. Procurement Standards.**
- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,
§§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government

Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection

Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

8. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. Performance Measurement. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
 - 2.1.3. "Entity" means:
 - 2.1.3.1. a Non-Federal Entity;
 - 2.1.3.2. a foreign public entity;
 - 2.1.3.3. a foreign organization;
 - 2.1.3.4. a non-profit organization;
 - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);

- 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 2.1.4. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.5. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.
- 2.1.6. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.7. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.8. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.9. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.10. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.10.2. Is not organized primarily for profit; and
 - 2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.13. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.14. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.15. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.16.1. Salary and bonus;
 - 2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.17. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
- 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health**All Public Health Projects**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification

v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report

- ii. Project labor agreement certification or project workforce continuity plan
- iii. Prioritization of local hires
- iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum

- speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient DUNS Number;
 - 8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization DUNS Number;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
 - 8.1.3.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
 - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and

location (for broadband, geospatial location data). For projects over \$10 million:

- 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
- 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
- 8.1.3.8.2. Whether the project prioritizes local hires.
- 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit O and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- v. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:

<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q
SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:			Agreement No:	
Project Title:			Project No:	
Project Duration:	To:		From:	
State Agency:	CDOT			

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Local Agency

Date

CDOT Program Manager

Date

EXHIBIT R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Nick Gradisar, on behalf of
city of Pueblo (legal name of Local Agency) (the "Local Agency"),
hereby certify under the penalty of perjury that the Local Agency has not and will not
use or disclose any Personal Identifying Information, as defined by § 24-74-102(1),
C.R.S., for the purpose of investigating for, participating in, cooperating with, or
assisting Federal Immigration Enforcement, including the enforcement of civil
immigration laws, and the Illegal Immigration and Immigrant Responsibility Act,
which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply
with Federal or State law, or to comply with a court-issued subpoena, warrant or
order.

I hereby represent and certify that I have full legal authority to execute this
certification on behalf of the Local Agency.

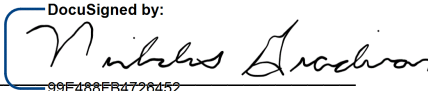
Signature: 
99E488FB4726452...
Printed Name: Nick Gradisar
Title: Mayor
Date: 2/14/2023

EXHIBIT T**CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE**

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan - Requested 1/23/2024 to be added prior to signature

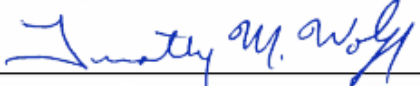
PERA Questionnaire

Insurance Certificate(s) Requested 1/23/2024 to be added prior to signature

**Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION**

Project Description Design of Intersection Improvements at Jerry Murphy Road and Chinook Lane		Contract NTE \$ N/A cost not permitted	
		DBE Contract Goal % 0 %	
SECTION 1. CONSULTANT INFORMATION			
Prime Consultant Dibble & Associates Consulting Engineers, Inc.		Consultant is an ESB ☐	
Compliance Contact Name Nick Westphal		Consultant is a DBE ☐	
Email nick.westphal@dibblecorp.com	Address 2696 South Colorado Blvd., Ste. 330 Denver, CO 80222	Phone 303-872-5756	B2GNow Vendor # 20123571
SECTION 2. DBE PARTICIPATION PLAN			
Fill in All Lines:			
* The consultant is committing to <u>1</u> # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section). * The consultant is committing to approximately \$ <u>\$12,080</u> of DBE participation based on NTE \$. * The consultant is committing to approximately <u>100</u> % DBE goal based on the NTE \$.			
The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.			
All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)		Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner? ONLY for Project/Program Specific RFP/SOs Approximate % of Participation
All Phase Environmental Consultants	☐ Vendor	Environmental/NEPA	☐ Yes ☒ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
If more DBE subs/suppliers vendors, add additional sheet			

**Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION**

SECTION 3. ESB PARTICIPATION PLAN			
Fill in All Lines: * The consultant is committing to <u>0</u> # of ESB firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section). * The consultant is committing to approximately <u>0</u> % of ESB participation on this RFP/SOI. * The consultant is committing to approximately <u>100%</u> % ESB goal based on the ITE S. <u>0%</u> DBE goal established for project			
All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level		Work Areas (i.e. survey, testing)	New ESB Teaming Partner? <i>ONLY for Project/Program Specific RFP/SOIs Approximate % of Participation</i>
N/A	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
	☐ Vendor		☐ Yes ☐ No
If more ESB subs/suppliers/vendors, add additional sheet			
SECTION 4. DECLARATION OF AFFIDAVIT			
By signing below the Consultant affirms the statements made in this document are true and complete:			
The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.			
I,	Tim Wolfe, PE Vice President, Busines Unit Leader-Transportation _____ (Owner or Executive Officer Name AND Title)	of	Dibble & Associates Consulting Engineers, Inc. _____ (Consultant Company Name)
	 _____ (Tracked Signature Accepted)		9/8/2023 _____ (Date)
Attached with proposal (RFP) and small business plan (for scoring) Jul-22			

**BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Only applicable for projects exceeding \$25,000.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the US Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal and/or State entity official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Dibble & Associates Consulting Engineers, Inc. Date 9/8/2023
Authorized Signature 
Name/Title Tim Wolfe, PE
Vice President, Business Unit Leader-Transportation

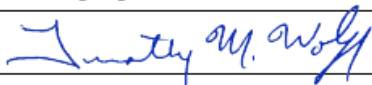
LOBBYING RESTRICTIONS FORM

Only applicable for projects exceeding \$100,000.

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Dibble & Associates Consulting Engineers, Inc. Date 9/8/2023
Authorized Signature 
Name/Title Tim Wolfe, PE
Vice President, Business Unit Leader-Transportation

**REVIEWED**

By Christina Garcia at 2:19 pm, Sep 18, 2023

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

Unique Entity ID FNVBMB1RNMM8	CAGE / NCAGE 3VML8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 12, 2024	
Physical Address 3020 E Camelback RD STE 201 Phoenix, Arizona 85016-4423 United States	Mailing Address 3020 E Camelback RD STE 201 Phoenix, Arizona 85016-4423 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Arizona 01	State / Country of Incorporation Arizona / United States	URL http://www.dibblecorp.com

Registration Dates

Activation Date Jun 15, 2023	Submission Date Jun 13, 2023	Initial Registration Date May 14, 2004
--	--	--

Entity Dates

Entity Start Date Oct 3, 1962	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
---	-------------------------------------

EFT Indicator 0000	CAGE Code 3VML8
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Points of Contact**Electronic Business**

☒ Susan Detwiler, CHIEF OPERATIONS OFFICER	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States
---	--

KEVIN W ROBERTS, PRINCIPAL	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States
----------------------------	--

Government Business

☒ Susan Detwiler, CHIEF OPERATIONS OFFICER	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States
---	--

Heather Brown, Director of Marketing	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States
--------------------------------------	--

Past Performance

☒ Kevin Roberts, PRINCIPAL	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States
-------------------------------	--

Kevin W. Roberts, Principal	3020 East Camelback Road Suite 201 Phoenix, Arizona 85016 United States
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Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541370	Surveying And Mapping (Except Geophysical) Services

Product and Service Codes

PSC	PSC Name
C211	Architect And Engineering- General: Landscaping, Interior Layout, And Designing
C212	Architect And Engineering- General: Engineering Drafting, Not Cad/Cam
C213	Architect And Engineering- General: Inspection (Non-Construction)
C214	Architect And Engineering- General: Management Engineering
C215	Architect And Engineering- General: Production Engineering
C219	Architect And Engineering- General: Other
C220	Architect And Engineering- General: Structural Engineering

**For this Record...**

Filing history and documents
Trade names
Get a certificate of good standing
File a form
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Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	Dibble & Associates Consulting Engineers, Inc		
Status	Good Standing	Formation date	12/20/2016
ID number	20161852874	Form	Foreign Corporation
Periodic report month	December	Jurisdiction	Arizona
Principal office street address	3020 E Camelback Rd Ste 201, Phoenix, AZ 85016, US		
Principal office mailing address	3020 E Camelback Rd Ste 201, Phoenix, AZ 85016, US		

Registered Agent	
Name	C T Corporation System
Street address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112, US
Mailing address	2696 S Colorado Blvd, Ste 300, Denver, CO 80222, US

[Log in to secure business filing](#)[Filing history and documents](#)[Trade names](#)[Get a certificate of good standing](#)[Get certified copies of documents](#)[File a form](#)[Subscribe to email notification](#)[Unsubscribe from email notification](#)[Subscribe to text notification](#)[Unsubscribe from text notification](#)[Back](#)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Dibble & Associates Consulting Engineers, Inc

is an entity formed or registered under the law of Arizona, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20161852874.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 01/22/2024 that have been posted, and by documents delivered to this office
electronically through 01/23/2024 @ 15:47:30.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 01/23/2024 @ 15:47:30 in accordance with applicable law.
This certificate is assigned Confirmation Number 15682507.



Jena Griswold

Secretary of State of the State of Colorado

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

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

XI. NONDISCRIMINATION (Updated March 2018)

A. Equal Employment Opportunity

Dibble affords equal opportunity to all qualified persons without regard to race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), national origin, ancestry, disability, veteran status, marital status, genetic information, or any other legally protected status in accordance with applicable local, state, and federal laws. Dibble is committed to equal opportunity for all applicants and employees in personnel matters including hiring, benefits, training, promotion, compensation, transfer and layoff or termination.

Any employee with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resource Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to corrective action, up to and including termination of employment.

B. Disabilities

1. Policy Statement

Dibble is committed to complying with the Americans with Disabilities Act (ADA). Dibble prohibits discrimination against qualified individuals with disabilities in the job application process, hiring, advancement, or discharge of employee, employee compensation, job training, and all other terms, conditions, and privileges of employment. Dibble will make reasonable accommodation to the known physical or mental disabilities of qualified applicants or employees to the extent necessary to enable the applicant or employee to perform the essential functions of the position sought or held, to ensure equal opportunity in the application process and to enable employees with disabilities to enjoy equal benefits and privileges of employment, unless the accommodation imposes an undue hardship. Dibble will not employ persons in jobs in which they pose a direct threat to self or others.

C. Commitment to Diversity

Dibble is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in the way we do business at Dibble and is an important principle of sound business management.



D. Sexual and Other Unlawful Harassment

1. Policy Statement

Dibble is committed to maintaining a work environment that is free of discrimination and harassment. In keeping with this commitment, we will not tolerate harassment of Company employees by anyone, including any supervisor, manager, co-worker, vendor (and employees of vendors), client, contractor, customer or other regular visitor of the Company.

2. Harassment

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), national origin, ancestry, disability, veteran status, marital status, genetic information, or any other legally protected status in accordance with applicable local, state, and federal law. Dibble will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Such harassment may include, for example, jokes about another person's protected status, kidding, teasing or practical jokes directed at a person based on his or her protected status.

Actions, words, jokes or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation or any other legally protected characteristic will not be tolerated. The prohibited conduct also includes: (a) epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; and (b) written or graphic material circulated within or posted within the workplace that shows hostility toward a person or persons because of their protected status.

3. Sexual Harassment

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex may constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, submission to or rejection of the conduct is used as the basis for an employment decision, or the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about obscene printed or visual material, and physical contact such as patting, pinching or brushing against another person's body. Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.



4. Employee Responsibility to Report/Anti-Retaliation

Complaint Procedure. All Dibble employees are responsible to help assure that the environment remain free from harassment. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor, the Human Resources Manager, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above. You can raise any concern and make reports in good faith without fear of reprisal or retaliation. The Company forbids retaliation against anyone for reporting harassment, assisting in making a harassment complaint, or cooperating in a harassment investigation. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

5. Investigations and Corrective Action

The Company will investigate all complaints of harassment thoroughly and promptly. To the extent practicable, the Company will keep complaints and the terms of their resolution confidential unless otherwise required by law or if conducting a thorough and complete investigation requires disclosure. If an investigation confirms that a violation of this policy has occurred, the Company will take appropriate corrective action up to, and including, immediate termination of employment. When the investigation is completed, the reporting employee will be informed of the outcome of the investigation.



Signature

Susan H Detwiler, PE

Printed Name

Chief Operating Officer

Title

1/24/2024

Date



**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes ☐ No ☒ (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ☐ No ☐.

If you answered "yes" please state which of the above entities best describes your business:

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: Dibble Engineering
Authorized Signature: C. W. Moyers Title: Vice President
Printed Name: C. W. Moyers Date: 2/21/2022



DIBBL-1

OP ID: TA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2024

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

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

PRODUCER Stuckey Ins & Assoc Agencies 2850 E Camelback Rd, Suite 325 Phoenix, AZ 85016 Mary Lodwick		602-264-5533		CONTACT NAME: Teresa Alvarado PHONE (A/C, No, Ext): 602-264-5533 FAX (A/C, No): 602-279-9336 E-MAIL ADDRESS: teresa.alvarado@stuckeyinsurance.com	
INSURED Dibble & Associates Consulting Engineers, Inc 3020 E Camelback Rd Ste 201 Phoenix, AZ 85016				INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: Berkley Insurance Company INSURER C: Palomar Excess & Surplus Ins INSURER D: INSURER E: INSURER F:	
				NAIC # 29424 32603 16754	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	X	84SBWAU4V1X	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	84UEGAF8948	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10000			84SBWAU4V1X	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			AEC-9064673-05	02/28/2023	02/28/2024	PC / AGG \$5M / \$5M
C	Cyber Liability			PLM-CB-SFL076OBU	02/28/2023	02/28/2024	Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability - Claims Made - Retro Date 10/31/1962
Re: Dibble Project No. 1024017; 23-052 Design of Intersection Improvements
at Jerry Murphy Road and Chinook Lane
The City of Pueblo, its agents, officers and employees are designated as additional insureds as respects to general liability and auto liability.

CERTIFICATE HOLDER

CANCELLATION

CZPUE-1 City of Pueblo a Municipal Corporation 230 S Mechanic Street Pueblo, CO 81003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mary Lodwick</i>

NOTEPAD:

HOLDER CODE **CZPUE-1**
INSURED'S NAME Dibble & Associates Consulting Engineers, Inc

DIBBL-1
OP ID: TA

PAGE 2
Date 01/24/2024

General liability is on a primary and non-contributory basis. Waiver of subrogation applies as indicated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

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

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

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

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

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

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

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

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

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

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

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

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

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

c. Method Of Sharing

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



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
However, Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

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

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

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

e. Employees as Insureds

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

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

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

g. Additional Insured if Required by Contract

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

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

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

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

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

(3) Additional Insureds Other Insurance

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

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

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

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

2. Primary and Non-Contributory if Required by Contract

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

(1) Primary Insurance When Required By Contract

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

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

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

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

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

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

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

4. AMENDED FELLOW EMPLOYEE EXCLUSION

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

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

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

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

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

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

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

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

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

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

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

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

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

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

10. EXTRA EXPENSE - BROADENED COVERAGE

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

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

12. TWO OR MORE DEDUCTIBLES

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

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

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

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

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

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

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

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

17. RESULTANT MENTAL ANGUISH COVERAGE

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

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

18. EXTENDED CANCELLATION CONDITION

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

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

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

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

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

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

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

20. VEHICLE WRAP COVERAGE

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

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



Why We Are Using the Latest ACORD 25 Certificate of Insurance

In September 2009, ACORD revised the ACORD 25 Certificate of Insurance form. One of the major changes was the removal of the cancellation notice provision. For the following reasons, we are unable to issue an older edition of this form, modify the current form, or complete a proprietary form you provide:

- Notice of cancellation is a policy right, not an unregulated service. No insurer shown on this certificate is able to provide the cancellation notice you desire by endorsement. For example, the *insured* can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.
- For the reason just cited, if our agency was to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.
- If a certificate purports to provide a policy right different from that provided by the policy itself, then the certificate effectively purports to be a policy form. Policy forms must be filed and approved by our state department of insurance. Use of non-filed policy forms is illegal and could result in legal sanctions distinct from the assertion that the certificate is fraudulent.
- Under the ACORD Corporation's licensing agreement, the prior editions of superseded forms can be used for one year from the time the new forms are introduced. Beginning in September 2010, this is another reason we cannot use an older edition of the ACORD 25. Doing so would violate ACORD's licensing agreement and, as a copyrighted document, federal copyright law.
- Likewise, we are unable to modify the new certificate to add a notice of cancellation. ACORD forms are designed to be completed, not altered. ACORD's Forms Instruction Guide says that a certificate should not be used "To waive rights...To quote wording from a contract...To quote any wording which amends a policy unless the policy itself has been amended." In addition, our insurance company contracts only allow us to issue unaltered ACORD forms.
- We are often asked to issue proprietary certificates provided by the certificate requestor. Again, our insurance company contracts only allow us to issue unaltered ACORD forms. Many proprietary certificates include broad, vague or ambiguous language that may or may not be in compliance with state laws, regulations, and insurance department directives. Therefore, we cannot issue any proprietary certificates that have not been reviewed by our state insurance department.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2024

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

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

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022		CONTACT NAME: ACEC Certificate Specialist PHONE (A/C, No, Ext): 7706705355 E-MAIL ADDRESS: ACECcertificates@greyling.com		FAX (A/C, No): 678.824.8554
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Sentinel Insurance Company, Ltd.		11000
INSURED Dibble & Associates Consulting 3020 E. Camelback Rd., Ste. 201 Phoenix AZ 85016		DIBBASS		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1080014247

REVISION NUMBER: 23-24

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N	N/A	20WEGBA7Z71	11/1/2023	11/1/2024	X PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project - Dibble Project No. 1024017; 23-052 Design of Intersection Improvements at Jerry Murphy Road and Chinook Lane.

Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Pueblo, a Municipal Corporation
230 S. Mechanic Street
Pueblo CO 81003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 20WEGBA7Z71

Endorsement Number:

Effective Date: 11/01/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Dibble & Associates Consulting
3020 E. Camelback Rd., Ste. 201
Phoenix, AZ 85016

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

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

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

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

Form WC 99 03 94 Printed in U.S.A.
Process Date:

Policy Expiration Date:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 20WEGBA7Z71

Endorsement Number:

Effective Date: 11/01/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Dibble & Associates Consulting
3020 E. Camelback Rd., Ste. 201
Phoenix, AZ 85016

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

NA

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT
TO OBTAIN THIS WAIVER OF
RIGHTS FROM US.

Countersigned by

Authorized Representative



DIBBL-1

OP ID: TA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2024

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

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

PRODUCER Stuckey Ins & Assoc Agencies 2850 E Camelback Rd, Suite 325 Phoenix, AZ 85016 Mary Lodwick		602-264-5533		CONTACT NAME: Teresa Alvarado PHONE (A/C, No, Ext): 602-264-5533 FAX (A/C, No): 602-279-9336 E-MAIL ADDRESS: teresa.alvarado@stuckeyinsurance.com	
INSURED Dibble & Associates Consulting Engineers, Inc 3020 E Camelback Rd Ste 201 Phoenix, AZ 85016				INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: Berkley Insurance Company INSURER C: Palomar Excess & Surplus Ins INSURER D: INSURER E: INSURER F:	
				NAIC # 29424 32603 16754	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	84SBWAU4V1X	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	84UEGAF8948	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			84SBWAU4V1X	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			AEC-9064673-05	02/28/2023	02/28/2024	PC / AGG \$5M / \$5M
C	Cyber Liability			PLM-CB-SFL076OBU	02/28/2023	02/28/2024	Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability - Claims Made - Retro Date 10/31/1962
Dibble Project No. 1024017; 23-052 Design of Intersection Improvements at
Jerry Murphy Road and Chinook Lane
Colorado Department of Transportation, its agents, officers and employees
are designated as additional insured as respects to general liability and

CERTIFICATE HOLDER

CANCELLATION

COLOR-6 Colorado Department of Transportation 2829 W Howard Place Denver, CO 80204-2305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mary Lodwick</i>

NOTEPAD:

HOLDER CODE **COLOR-6**
INSURED'S NAME Dibble & Associates Consulting Engineers, Inc

DIBBL-1
OP ID: TA

PAGE **2**
Date **01/24/2024**

auto liability. General liability is on a primary and non-contributory basis. Waiver of subrogation applies as indicated.



Why We Are Using the Latest ACORD 25 Certificate of Insurance

In September 2009, ACORD revised the ACORD 25 Certificate of Insurance form. One of the major changes was the removal of the cancellation notice provision. For the following reasons, we are unable to issue an older edition of this form, modify the current form, or complete a proprietary form you provide:

- Notice of cancellation is a policy right, not an unregulated service. No insurer shown on this certificate is able to provide the cancellation notice you desire by endorsement. For example, the *insured* can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.
- For the reason just cited, if our agency was to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.
- If a certificate purports to provide a policy right different from that provided by the policy itself, then the certificate effectively purports to be a policy form. Policy forms must be filed and approved by our state department of insurance. Use of non-filed policy forms is illegal and could result in legal sanctions distinct from the assertion that the certificate is fraudulent.
- Under the ACORD Corporation's licensing agreement, the prior editions of superseded forms can be used for one year from the time the new forms are introduced. Beginning in September 2010, this is another reason we cannot use an older edition of the ACORD 25. Doing so would violate ACORD's licensing agreement and, as a copyrighted document, federal copyright law.
- Likewise, we are unable to modify the new certificate to add a notice of cancellation. ACORD forms are designed to be completed, not altered. ACORD's Forms Instruction Guide says that a certificate should not be used "To waive rights...To quote wording from a contract...To quote any wording which amends a policy unless the policy itself has been amended." In addition, our insurance company contracts only allow us to issue unaltered ACORD forms.
- We are often asked to issue proprietary certificates provided by the certificate requestor. Again, our insurance company contracts only allow us to issue unaltered ACORD forms. Many proprietary certificates include broad, vague or ambiguous language that may or may not be in compliance with state laws, regulations, and insurance department directives. Therefore, we cannot issue any proprietary certificates that have not been reviewed by our state insurance department.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

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

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

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

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

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

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

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

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

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

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

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

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

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

c. Method Of Sharing

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



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

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

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

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

e. Employees as Insureds

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

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

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

g. Additional Insured if Required by Contract

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

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

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

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

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

(3) Additional Insureds Other Insurance

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

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

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

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

2. Primary and Non-Contributory if Required by Contract

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

(1) Primary Insurance When Required By Contract

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

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

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

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

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

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

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

4. AMENDED FELLOW EMPLOYEE EXCLUSION

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

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

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

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

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

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

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

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

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

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

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

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

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

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

10. EXTRA EXPENSE - BROADENED COVERAGE

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

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

12. TWO OR MORE DEDUCTIBLES

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

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

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

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

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

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

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

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

17. RESULTANT MENTAL ANGUISH COVERAGE

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

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

18. EXTENDED CANCELLATION CONDITION

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

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

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

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

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

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

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

20. VEHICLE WRAP COVERAGE

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2024

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

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

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022		CONTACT NAME: ACEC Certificate Specialist PHONE (A/C, No, Ext): 7706705355 E-MAIL ADDRESS: ACECcertificates@greyling.com		FAX (A/C, No): 678.824.8554
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Sentinel Insurance Company, Ltd.		11000
INSURED Dibble & Associates Consulting 3020 E. Camelback Rd., Ste. 201 Phoenix AZ 85016		DIBBASS		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 572113474

REVISION NUMBER: 23-24

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N	N/A	20WEGBA7Z71	11/1/2023	11/1/2024	X PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project - Dibble Project No. 1024017; 23-052 Design of Intersection Improvements at Jerry Murphy Road and Chinook Lane.

Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**Colorado Department of Transportation
2829 W. Howard Place
Denver CO 80204-2305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 20WEGBA7Z71

Endorsement Number:

Effective Date: 11/01/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Dibble & Associates Consulting
3020 E. Camelback Rd., Ste. 201
Phoenix, AZ 85016

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

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

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

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

Form WC 99 03 94 Printed in U.S.A.
Process Date:

Policy Expiration Date:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 20WEGBA7Z71

Endorsement Number:

Effective Date: 11/01/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Dibble & Associates Consulting
3020 E. Camelback Rd., Ste. 201
Phoenix, AZ 85016

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

NA

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT
TO OBTAIN THIS WAIVER OF
RIGHTS FROM US.

Countersigned by

Authorized Representative



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$12,671.92 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 624 E. 4TH ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 624 E. 4th St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While performing a routine inspection of sewer mains, the Wastewater Department collection crew discovered a large joint offset in the sewer main near 624 E. 4th St. This defect will further deteriorate the pipe, block the flow and increase the chance of immediate backup in the main. An emergency repair was performed to fix the joint offset, so a backup would not occur.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

Total: \$ 10,771.92 85%

Surface Improvement Related

Total: \$ 1,900.00 15%

Grand Total: \$ 12,671.92 100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approve the Resolution, but this would require a finding that there was not an emergency condition

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2-12-24 624 E 4th St Emergency Point Repair Attachment

RESOLUTION NO. 15477

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$12,671.92 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 624 E. 4TH ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 624 E. 4th St with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$12,671.92.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of \$4,601.92 are hereby ratified.

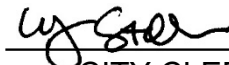
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					624 E 4th St Estimate		
Date: 11/28/2023					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF	20	\$ 3,800.00	\$ 7,300.00	\$ 2,500.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF	30	\$ 2,100.00	\$ 1,950.00	\$ 2,250.00
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	10	\$ 1,650.00	\$ 2,850.00	\$ 1,670.00
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA			\$ -	\$ -	\$ -
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA			\$ -	\$ -	\$ -
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 9,050.00	\$ 13,850.00	\$ 8,070.00
				With Contingency	\$ 10,860.00	\$ 16,620.00	\$ 9,684.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 1/25/2024 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
624 E 4th St

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)	(\$375.00)	
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-100LF)	(\$2,250.00)	
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)		\$2,338.00
5	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (1-20LF)		\$1,900.00
6	T & M BREAKING INTO MANHOLE		\$2,319.67
7	TRAFFIC CONTROL		\$669.25
TOTAL (Decrease) / Increase		(\$2,625.00)	\$7,226.92

Net Adjustment This Change Order	\$	4,601.92
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	8,070.00
Total Adjusted Contract Amount To Date	\$	12,671.92

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____
Wastewater Civil Engineer

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

Accepted by: _____ Date: _____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
624 E 4th St





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$9,379.65 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2105 RIDGEWOOD LN, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 2105 Ridgewood Ln.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On December 8, 2023, the City of Pueblo Street Department reported a sinkhole in the 2100 block of Ridgewood Lane. The Wastewater Department collection television crew televised the main and discovered a large hole in the main under the location of the sinkhole. An emergency repair was performed to fix the sinkhole and repair the pipe segment to avoid future sinkholes in the road or debris entering the pipe that could cause a sanitary sewer backup to occur.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work. The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

Total: \$ 7,479.65 80%

Surface Improvement Related

Total: \$ 1,900.00 20%

Grand Total: \$ 9,379.65 100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approve the Resolution, but this would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2-12-24 2105 Ridgewood Ln Emergency Point Repair Attachment

RESOLUTION NO. 15478

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$9,379.65 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2105 RIDGEWOOD LN, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 2105 Ridgewood Ln with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$9,379.65.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					2105 Ridgewood Ln Estimate		
Date: 12/08/2023					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF	10	\$ 1,900.00	\$ 3,650.00	\$ 1,250.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF	40	\$ 3,800.00	\$ 2,720.00	\$ 3,800.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	20	\$ 3,300.00	\$ 5,700.00	\$ 3,340.00
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA			\$ -	\$ -	\$ -
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA			\$ -	\$ -	\$ -
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 10,500.00	\$ 13,820.00	\$ 10,040.00
				With Contingency	\$ 12,600.00	\$ 16,584.00	\$ 12,048.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 1/24/2024 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
2105 Ridgewood Ln

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		\$875.00
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (<20LF)	(\$3,800.00)	
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)	(\$334.00)	
5	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (1-20LF)		\$1,900.00
6	REINSTATE SERVICES		\$388.00
7	TRAFFIC CONTROL		\$310.65
TOTAL (Decrease) / Increase		(\$4,134.00)	\$3,473.65

Net Adjustment This Change Order	\$	(660.35)
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	10,040.00
Total Adjusted Contract Amount To Date	\$	9,379.65

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____
Wastewater Civil Engineer

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

Accepted by: _____ Date: _____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
2105 Ridgewood Ln





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AMENDMENT NO. 1 TO A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$8,201.60 TO IMPACT INDUSTRIAL SERVICES, LLC., A COLORADO LIMITED LIABILITY COMPANY FOR PROJECT NO. 23-109, ABATE AND DEMOLISH - 718 WEST 4TH STREET (CDBG), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding Contract Amendment No. 1, in the amount of \$8,201.60 to Impact Industrial Services, LLC., a Colorado Limited Liability Company, for Project No. 23-109, Abate and Demolish - 718 West 4th Street (CDBG).

PREVIOUS COUNCIL ACTION:

Resolution 15372, dated September 25, 2023, awards a construction contract to Impact Industrial Services, LLC., for Project No. 23-109, Abate and Demolish - 718 West 4th Street (CDBG).

BACKGROUND:

In general, this project consisted of the abatement of asbestos containing materials, disconnection of utility service lines, demolition of structure, removal of foundation, and other items related to the abatement and demolition of 718 West 4th Street. The additional work is to remove a water line from the property line to the main line located in the middle of 4th Street, as required by Pueblo Water. The Resolution awards a contract amendment to Impact Industrial Services, LLC., a Colorado Limited Liability Company.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$8,201.60 will be paid from account Project CD2111, Demolition Program.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the additional work required by Pueblo Water.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Resolution15372
2. 23-109 Amendment No. 1-Impact Industrial Services LLC - Abate and Demolish-718 W 4th St CDBG

RESOLUTION NO. 15479

A RESOLUTION AWARDING AMENDMENT NO. 1 TO A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$8,201.60 TO IMPACT INDUSTRIAL SERVICES, LLC., A COLORADO LIMITED LIABILITY COMPANY FOR PROJECT NO. 23-109, ABATE AND DEMOLISH - 718 WEST 4TH STREET (CDBG), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a construction contract was awarded to Impact Industrial Services, LLC., for Project No. 23-109, Abate and Demolish - 718 West 4th Street (CDBG); and,

WHEREAS, additional work is required by Pueblo Water to remove the water service line from the property line to the main water line in 4th Street; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

This Contract Amendment No. 1 to the construction contract for Abate and Demolish - 718 West 4th Street (CDBG) with Impact Industrial Services, LLC., in the amount of \$8,201.60 is for additional work to the water line as required by Pueblo Water.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 3.

Funds for Project No. 23-109 (including contingencies and additional work), in the amount of \$8,201.60 shall be from account Project No. CD2111, Demolition Program.

SECTION 4.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract, are hereby ratified.

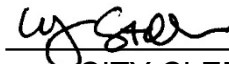
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 25, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$27,220.80 TO IMPACT INDUSTRIAL SERVICES, LLC., A COLORADO LIMITED LIABILITY COMPANY FOR PROJECT NO. 23-109, ABATE AND DEMOLISH - 718 WEST 4TH STREET (CDBG), SETTING FORTH \$4,083.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Impact Industrial Services, LLC., a Colorado Limited Liability Company, for Project No. 23-109, Abate and Demolish - 718 West 4th Street (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the abatement of asbestos containing materials, disconnection of utility service lines, demolition of structure, removal of foundation, and other items related to the abatement and demolition. The Resolution awards the Construction Contract to Impact Industrial Services, LLC., a Colorado Limited Liability Company.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$31,304.00 will be paid from account Project CD2111, Demolition Program.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-109 Bid Summary

RESOLUTION NO. 15372

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$27,220.80 TO IMPACT INDUSTRIAL SERVICES, LLC., A COLORADO LIMITED LIABILITY COMPANY FOR PROJECT NO. 23-109, ABATE AND DEMOLISH - 718 WEST 4TH STREET (CDBG), SETTING FORTH \$4,083.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 23-109, Abate and Demolish - 718 West 4th Street (CDBG) have been received and examined; and,

WHEREAS, the proposal of Impact Industrial Services, LLC., a Colorado Limited Liability Company, was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-109, Abate and Demolish - 718 West 4th Street (CDBG) to be performed, and the contract for said project is hereby awarded to Impact Industrial Services, LLC., a Colorado Limited Liability Company, in the amount of \$27,220.80.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 3.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work.....\$4,083.20

SECTION 4.

Funds for Project No. 23-109 (including contingencies and additional work), in the amount of \$31,304 shall be from account Project No. CD2111, Demolition Program.

SECTION 5.

The officers of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 25, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of February 13, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and Impact Industrial Services, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated October 24, 2023, for Bid 23-109 (CD2111) Abate and Demolish – 718 W. 4th Street (CDBG), (the "Construction Agreement"); and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment is increased by three (3) days.

2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Amendment.

3. This Amendment and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

PUEBLO, A MUNICIPAL CORPORATION

IMPACT INDUSTRIAL SERVICES, LLC

By _____
Naomi Hedden, Director of Purchasing

By _____
Jeff Wright, Managing Member

ATTEST:

Marisa Stoller, City Clerk

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

Alexandria Romero, Director of Finance

APPROVED AS TO FORM
Department of Law:

EXHIBIT 1
REQUEST FOR QUOTATIONS

Bid 23-109 (CD2111) Abate and Demolish – 718 W. 4th Street (CDBG)

The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Additional Work Items	Quantity	Grand Total for Additional Work
Additional work and materials required to remove water line from property line to main water line located in the middle of 4 th Street.	Lump Sum	\$8,201.60

(Eight Thousand, Two Hundred One and 60/100-----Dollars)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

IMPACT INDUSTRIAL SERVICES, LLC

By: _____
Jeff Wright, Managing Member



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: A RESOLUTION APPROVING ACCEPTANCE OF \$8,203.50 FOR THE REIMBURSEMENT OF EXPENSES FROM HEALTH SOLUTIONS OF PUEBLO, A NON-PROFIT ORGANIZATION, RELATING TO THE DELIVERY OF SERVICES VIA THE SOLUTIONS OUTREACH SERVICES TEAM (SOS TEAM), AND DEPOSITING THESE FUNDS INTO THE GENERAL FUND

SUMMARY:

The purpose of this resolution is to accept funds in the amount of \$8,203.50 from Health Solutions of Pueblo and authorize the Finance Department to deposit these funds into the City's general fund. The Pueblo Police Department utilized their budget funded by the general fund to pay for services and equipment in the amount of \$8,203.50 on behalf of Health Solutions of Pueblo relating to the delivery of services via the Solutions Outreach Services Team. Health Solutions, due to licensing and vendor issues, was unable to purchase these services and equipment for their team.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 10565, approved October 10, 2023, the City Council accepted an MOU between the City of Pueblo and Health Solutions of Pueblo relating to the delivery of services via the Solutions Outreach Services Team.

BACKGROUND:

The purpose of this resolution is to accept funds in the amount of \$8,203.50 from Health Solutions of Pueblo and authorize the Finance Department to deposit these funds into the City's general fund. The Pueblo Police Department utilized funding from their budget, funded by the general fund, to pay for services and equipment in the amount of \$8,203.50 on behalf of Health Solutions of Pueblo relating to the delivery of services via the Solutions Outreach Services Team. Health Solutions, due to licensing and vendor issues, was unable to purchase these services and equipment for their team.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$8,203.50 will be replaced in the City's general fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could decide not to authorize acceptance of the reimbursement of expenses in the amount of \$8,203.50.

RECOMMENDATION:

Approval of the resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15480

A RESOLUTION APPROVING ACCEPTANCE OF \$8,203.50 FOR THE REIMBURSEMENT OF EXPENSES FROM HEALTH SOLUTIONS OF PUEBLO, A NON-PROFIT ORGANIZATION, RELATING TO THE DELIVERY OF SERVICES VIA THE SOLUTIONS OUTREACH SERVICES TEAM (SOS TEAM), AND DEPOSITING THESE FUNDS INTO THE GENERAL FUND

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City is authorized to accept funds in the amount of \$8,203.50 from Health Solutions of Pueblo as reimbursement for costs paid by the City relating to services and equipment for the Solutions Outreach Services Team.

SECTION 2.

The City Finance Department is authorized to deposit funds in the amount of \$8,203.50, into the general fund.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this resolution to implement the procedures described herein.

SECTION 4.

This resolution shall become effective immediately upon final passage.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$7,488.22 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2517 WINNIPEG ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 2517 Winnipeg St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While performing a routine inspection of sewer mains, the Wastewater Department collection crew discovered a large joint offset and a 100% sag in the sewer main near 2517 Winnipeg St. These defects will further deteriorate the pipe, increase the chance of collapse and can cause a backup in the main. An emergency repair was performed to fix the joint offset and the sag, so a backup would not occur.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

<u>Sanitary Sewer Replacement-related</u>		
<u>Total:</u>	\$	5,913.22 79%

Surface Improvement Related

Total: \$ 1,575.00 21%

Grand Total: \$ 7,488.22 100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approve the Resolution, but this would require a finding that there was not an emergency condition

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2-12-24 2517 Winnipeg St Emergency Point Repair Attachment

RESOLUTION NO. 15481

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$7,488.22 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2517 WINNIPEG ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 2517 Winnipeg St with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$7,488.22.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract are hereby ratified.

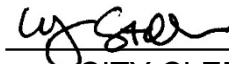
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					2517 Winnipeg St Estimate		
Date: 11/9/2023					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF	17	\$ 3,230.00	\$ 6,205.00	\$ 2,125.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF	27	\$ 1,890.00	\$ 1,755.00	\$ 2,025.00
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	10	\$ 1,650.00	\$ 2,850.00	\$ 1,670.00
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA			\$ -	\$ -	\$ -
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA		1	\$ 300.00	\$ 150.00	\$ 388.00
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 8,570.00	\$ 12,710.00	\$ 7,858.00
With Contingency					\$ 10,284.00	\$ 15,252.00	\$ 9,429.60

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 1/25/2024 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
2517 Winnipeg St

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-100LF)	(\$450.00)	
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)	(\$250.50)	
6	TRAFFIC CONTROL		\$330.72
TOTAL (Decrease) / Increase		(\$700.50)	\$330.72

Net Adjustment This Change Order	\$	(369.78)
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	7,858.00
Total Adjusted Contract Amount To Date	\$	7,488.22

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____
Wastewater Civil Engineer

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

Accepted by: _____ Date: _____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date: _____
Director of Wastewater

FORM CO100.1299



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
2517 Winnipeg St





**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION TRANSFERRING \$6,000.00 FROM PROJECT NO. CD1911 INTO PROJECT NO. CD2111 FOR THE DEMOLITION OF THE ALBANY BUILDING, BID NO. 23-142.

SUMMARY:

This Resolution transfers money from Project No. CD1911 Demolition into Project No. CD2111 Demolition for the demolition of the Albany Building. Additional funds are needed to meet the cost of the bid received under Project No. 23-142.

PREVIOUS COUNCIL ACTION:

Council previously awarded a demolition contract to Rockies Environmental and Demolition Services under Project No. 23-142 in the amount of \$705,000.00 to demolish the Albany Building. The contract was funded from two project accounts: CD2111 Demolition Program - \$117,195.72 and CIAN23 Unsafe Building Demolition - \$ 587,804.28.

BACKGROUND:

The project is intended to arrest a public safety issue and remove blight.

FINANCIAL IMPLICATIONS:

The resolution moves \$6,000.00 from a project dedicated to demolition in the City's 2019 Annual Action Plan and moves the funds to a project dedicated to demolition in the City's 2021 Annual Action Plan. No new funds are required.

BOARD/COMMISSION RECOMMENDATION:

The Citizen Advisory Committee recommended funding the activity.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Council could elect not to allow the transfer to CD2111.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15482

A RESOLUTION TRANSFERRING \$6,000.00 FROM PROJECT NO. CD1911 INTO PROJECT NO. CD2111 FOR THE DEMOLITION OF THE ALBANY BUILDING, BID NO. 23-142.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$6,000.00 are hereby transferred from Project No. CD1911 into Project No. CD211 for the demolition of the Albany Building, Bid No. 23-142.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution which are necessary or desirable to implement the transactions described herein.

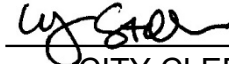
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION APPROVING AN EASEMENT AGREEMENT FOR BECKWOOD PARK BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BLACK HILLS ENERGY FOR THE INSTALLATION OF AN UNDERGROUND DISTRIBUTION LINE

SUMMARY:

This Resolution approves an easement to Black Hills Energy through Beckwood Park for the purpose of allowing for the installation of an underground distribution line and above ground cabinet.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

In December 2023, Black Hills Energy approached City through the Department of Parks and Recreation requesting an easement through Beckwood Park, a City park, in exchange Black Hills Energy is compensating the City \$500.00. The easement would be for the above ground cabinet in the southwest corner of Beckwood Park. Black Hills Energy will be installing a new underground distribution line to serve the community. An easement agreement has been drafted.

FINANCIAL IMPLICATIONS:

Once the Easement Agreement is approved, Black Hills Energy will pay the City \$500.00 in compensation.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Black Hills Energy will not be able to complete the utility line installation if the Easement Agreement is not approved.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. City of Pueblo Beckwood Park Easement 012224

RESOLUTION NO. 15483

A RESOLUTION APPROVING AN EASEMENT AGREEMENT FOR BECKWOOD PARK BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BLACK HILLS ENERGY FOR THE INSTALLATION OF AN UNDERGROUND DISTRIBUTION LINE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Easement Agreement dated February 12, 2024, from the City of Pueblo to Black Hills Energy, a copy of which is attached hereto, having been approved by the Assistant City Attorney, is hereby accepted and approved. The Mayor is hereby authorized and directed to execute same for and on behalf of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

Black Hills Energy will pay the City \$500.00 in compensation for the Easement Agreement. City staff are hereby directed to transfer the anticipated funds into.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution which are necessary or desirable to implement the transactions described herein.

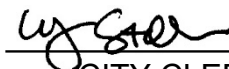
SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

EASEMENT

T 21S

Pueblo County, Colorado

R 65W

Section 10

EASEMENT FOR ELECTRIC & COMMUNICATIONS LINES

THIS EASEMENT, made and entered into this _____ day of _____, 2024, by and between City of Pueblo, a Colorado Municipal Corporation, whose address is 1 City Hall Place, Pueblo, Colorado 81003 "GRANTOR" and Black Hills Colorado Electric, LLC, d/b/a Black Hills Energy, having offices at 105 South Victoria Avenue, Pueblo, Colorado 81003, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Pueblo County, Colorado, "GRANTEE".

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of Five Hundred and 00/100 (\$500.00) dollars and other valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of Grantor as described below, to survey, construct, operate, patrol, inspect, maintain, alter, add wires, poles, cables, conduits, and pipes, repair, rebuild and remove, upgrade, update, uprate and enhance on, under and over the easement described below, and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of electric energy, audio communications, visual communications, and data communications, and all appurtenances and appliances necessary in connection therewith including the right to install and maintain anchors and guy wires outside the right of way when reasonably necessary, together with the right of ingress and egress to and from said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of Pueblo in the State of Colorado, are described as follows:

A portion of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 10, Township 21 South, Range 65 West of the 6th PM, Pueblo County, Colorado. Carrying Assessor's Parcel Number 1510400018. Also known as Beckwood Park.

An easement across Grantor's lands, five feet (5') in width described as the westerly thirty feet (30') of the southerly five feet (5') of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 10, Township 21 South, Range 65 West of the 6th PM, Pueblo County, Colorado. As more fully described on the attached Exhibit A, which by this reference is fully incorporated herein.

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or immediately adjacent to the above-described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the

construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without written permission from Grantee.

Grantee, its successors and assigns, agrees to pay for damage caused to land, growing crops, fences, livestock or other personal property of Grantor, from the construction, operations or maintenance of said lines.

Title to said lines shall be and remain in said Grantee.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensees, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

IN TESTIMONY WHEREOF, City of Pueblo, a Colorado Municipal Corporation, has hereunto executed this Easement on the day first above written.

GRANTOR:

By: President City Council, City of Pueblo a Colorado Municipal Corporation

ATTEST:

By: _____, City Clerk, City of Pueblo a Colorado Municipal Corporation

*Grantor's address and telephone number: 1 City Hall Place, Pueblo, Colorado 81003
(719) 553-2610*

Grantee Black Hills Energy contact: Pat Zamora, Estimator II, Black Hills Energy, 105 S. Victoria Ave., Pueblo, Colorado 81003, 719 248 9452

ACKNOWLEDGEMENT

STATE OF COLORADO }
 }
COUNTY OF PUEBLO } ss.

On this _____ day of _____, 2024, before me, a Notary Public, personally appeared _____, the President City Council City of Pueblo a Colorado Municipal Corporation, to me personally known and who by me duly sworn did acknowledge that he executed the foregoing instrument on behalf of the City of Pueblo.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the day and year last above written.

Print Name

Notary Public in and for said State

My commission expires: _____

Exhibit A





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 8.018-ACRE AREA COMMONLY KNOWN AS THE FIRST ADDITION TO VILLA BELLA ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for a 8.018-acre area located to the northeast of the intersection of Troy Avenue and Rawlings Boulevard and is surrounded by existing Villa Bella undeveloped land. This Resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On September 6, 2023, Caleb Development, LLC and Lorson North Land Corporation submitted an annexation petition for the Villa Bella First Addition Annexation totaling 8.018 acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning

Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent via registered mail by the City Clerk to the Board of County Commissioners, County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

ATTACHMENTS:

1. Annex Petition-First Addition Villa Bella Attachments

RESOLUTION NO. 15484

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 8.018-ACRE AREA COMMONLY KNOWN AS THE FIRST ADDITION TO VILLA BELLA ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

PARCEL A: THE SOUTH 6 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 8.018 ACRES.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 6 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING (POB).
THENCE S88°45'22"W A DISTANCE OF 668.53 FEET TO THE NORTH-SOUTH CENTERLINE OF SECTION 16 AND THE POINT OF TERMINUS (POT).

SECTION 2.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the

petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Resolution.

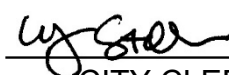
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation: FIRST ADDITION TO VILLA BELLA

Location and size in acres: Section 16, Township 20 South,
Range 64, West of the 6th P.M., County of Pueblo, Colorado,
8.018 acres.

100 % of Owners yes; Less than 100% of owners _____
School District No. 60; Special District: 7004

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee \$ _____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing _____; Notice of Public Hearing Published: _____,
_____, _____, and _____.
Copy of published Notice and Petition For Annexation sent by Registered Mail on _____
to Pueblo County Board of County Commissioners, Pueblo County
Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library
District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

LEGAL DESCRIPTIONS FROM TITLE COMMITMENT

PARCEL A:

THE SOUTH 6 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 8.018 ACRES.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 6 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING (POB).
THENCE S88°45'22"W A DISTANCE OF 668.53 FEET TO THE NORTH-SOUTH CENTERLINE OF SECTION 16 AND THE POINT OF TERMINUS (POT).

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.
3. This petition for annexation has been signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
 - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.
8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.
11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
 - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is

not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

- (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.
- (c) “Vested property right” and “site specific development plan” shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

- (a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.
- (b)
- (c)
- (d)
- (e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.



CALEB DEVELOPMENT LLC 36.45%
212 N WAHSATCH AVE, STE 301
COLORADO SPRINGS CO 80903

Parcel A

11/29/23

see attached legal description



LORSON NORTH LAND CORP 63.55%
212 N WAHSATCH AVE, STE 301
COLORADO SPRINGS CO 80903

Parcel A

11/29/23

CIRCULATOR'S OATH

STATE OF COLORADO)
)
) SS.
COUNTY OF ~~PUEBLO~~ EL PASO)

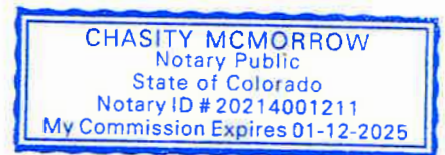
The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.


Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of El Paso,
State of Colorado, this 29th day of November,
2023,
By Jeff mark.

Witness my hand and official seal.

My commission expires: 01.12.2025



(SEAL)

Charity M. Morrow
Notary Public (or official title)

FIRST ADDITION TO VILLA BELLA
ANNEXATION TO THE CITY OF PUEBLO

PARCEL OF LAND IN THE SW 1/4 OF NE 1/4 OF SECTION 16, T20S, R64W ,OF THE 6TH P.M.,
COUNTY OF PUEBLO, STATE OF COLORADO

CONTIGUITY CALCULATIONS

PARCEL	ACREAGE	PERIMETER	CONTIGUOUS TO PERIMETER	PERCENTAGE CONTIGUITY
A	8.018	2381.85 LF	1713.32 LF	71.93%

GENERAL NOTES

1. BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, SAID LINE IS MONUMENTED WITH A STONE IN CONCRETE WITH CROSS AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17 OF T20S R64W OF THE 6TH P.M. PUEBLO COUNTY, COLORADO AND WITH A 3.25" ALUMINUM CAP ON NO. 6 REBAR AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9 T20S, R64W, PUEBLO COUNTY COLORADO. THE BEARING OF N00°50'56"E IS BASED ON STATE PLANE COORDINATES DERIVED FROM GPS OBSERVATIONS. MONUMENT DESCRIPTIONS ARE AS SHOWN HEREON.
2. THE FLOOD INSURANCE RATE MAP FOR THE AREAS SHOWN HEREON PANEL NO.(S) 08051C0504D, 08101C0510D, AND 0801C0520D WITH AN EFFECTIVE DATE OF 8/15/2019 INDICATES THE PROPERTIES DO NOT LIE WITHIN ANY DESIGNATED FLOOD HAZARD AREAS SHOWN THEREON.
3. A TITLE COMMITMENT ISSUED BY UNIFIED TITLE COMPANY LLC. FILE NO. 85658UTC DATED JUNE 8, 2022 AT 7:30 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCEL A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

PARCEL A:

THE SOUTH 6 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO.

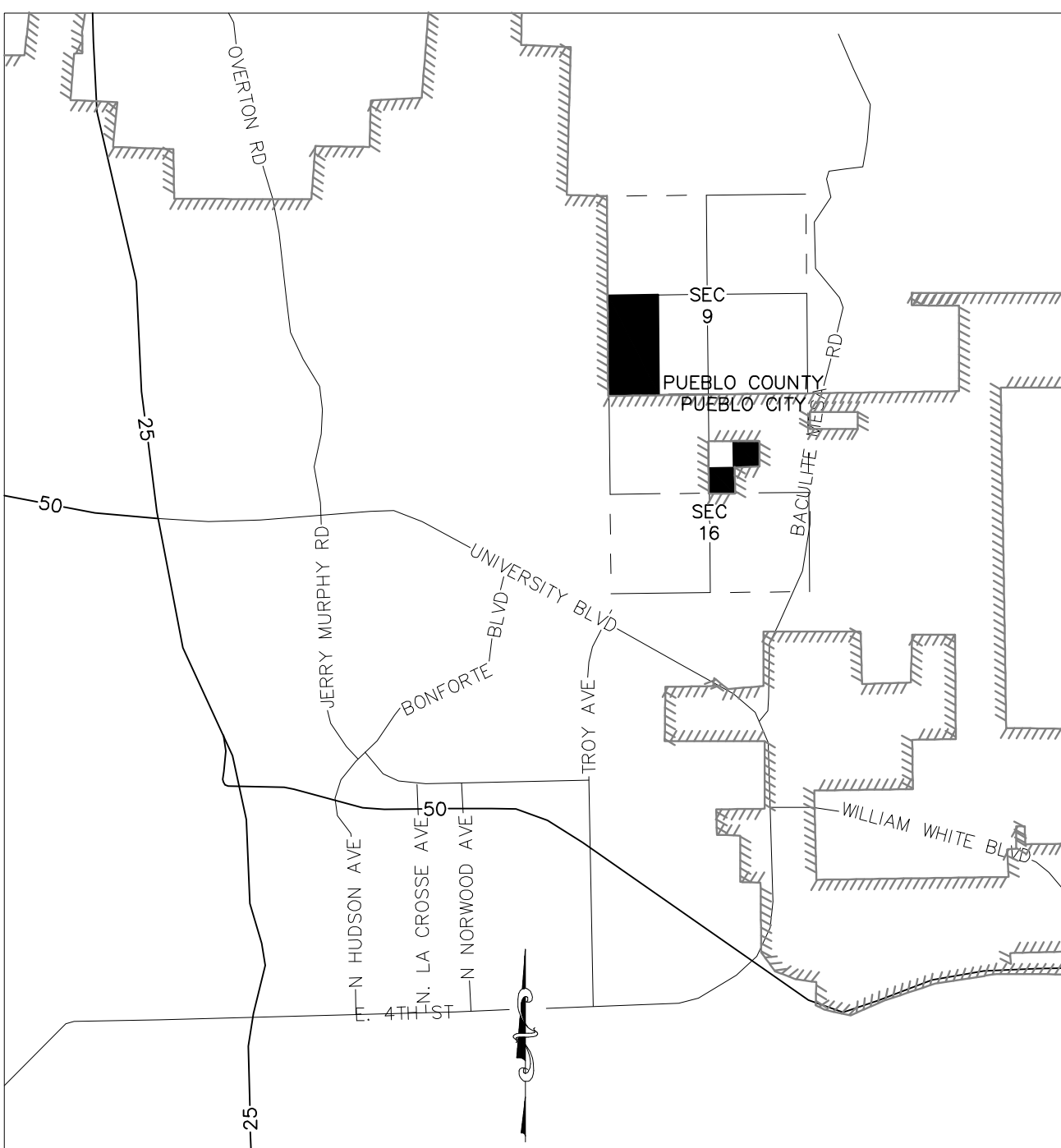
THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO; EXCEPTING THEREFROM THE SOUTH 6 ACRES AND FURTHER EXCEPTING THEREFROM THE NORTH 2.018 ACRES.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 2.018 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING (POB); THENCE S88°45'22"W A DISTANCE OF 668.53 FEET TO THE NORTH-SOUTH CENTERLINE OF SECTION 16 AND THE POINT OF TERMINUS (POT).

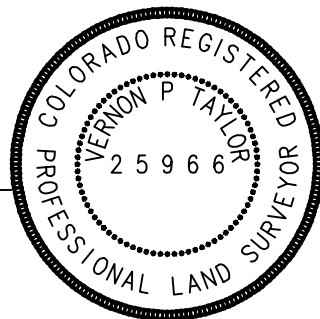
LEGEND

- PROPERTY CORNER FOUND AS DESCRIBED HEREON
- EXISTING TOWN LIMITS
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINES
- EXISTING CITY/COUNTY LIMITS
- PROPOSED CITY LIMITS



SURVEYOR CERTIFICATE

I VERNON P. TAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF PUEBLO, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT COMPLIES WITH THE COLORADO STATE STATUTES AND THE CITY OF PUEBLO, COLORADO CODES PERTAINING THERETO.



VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS

OWNER APPLICANT SUMMARY TABLE

PARCEL	ACREAGE	OWNER	LEGAL
A	8.018	CALEB DEVELOPMENT LLC	PORTION OF SW 1/4 SW 1/4 NE 1/4 SEC 16

FIRST ADDITION TO VILLA BELLA
ANNEXATION TO THECITY OF PUEBLO
JOB NO. 43-142
DATE PREPARED: 07/19/2023
DATE REVISED: 08/25/2023
DATE REVISED: 11/15/2023



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 10.094-ACRE AREA COMMONLY KNOWN AS THE SECOND ADDITION TO VILLA BELLA ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for a 10.094-acre area located to the northeast of the intersection of Troy Avenue and Rawlings Boulevard and is surrounded by existing Villa Bella undeveloped land. This Resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On September 6, 2023, Caleb Development LLC and Lorson North Land Corporation submitted an annexation petition for the Villa Bella Second Addition Annexation totaling 10.094 acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning

Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent via registered mail by the City Clerk to the Board of County Commissioners, County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

ATTACHMENTS:

1. Annex Petition-Second Addition Villa Bella Attachments

RESOLUTION NO. 15485

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 10.094-ACRE AREA COMMONLY KNOWN AS THE SECOND ADDITION TO VILLA BELLA ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

PARCEL A:

THE NORTH SIX (6) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO. AND:

THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THE NORTH 6 ACRES THEREOF, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 10.094 ACRES.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING (POB).

THENCE N01°48'59"W A DISTANCE OF 656.80 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 16 AND THE POINT OF TERMINUS (POT).

SECTION 2.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Resolution.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation: SECOND ADDITION TO VILLA BELLA

Location and size in acres: Section 16, Township 20 South,
Range 64, West of the 6th P.M., County of Pueblo, Colorado,
10.094 acres.

100 % of Owners yes; Less than 100% of owners _____
School District No. 60; Special District: n/a 70VH

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee \$ _____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing _____; Notice of Public Hearing Published: _____,
_____, _____, and _____.

Copy of published Notice and Petition For Annexation sent by Registered Mail on _____ to Pueblo County Board of County Commissioners, Pueblo County Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

LEGAL DESCRIPTIONS FROM TITLE COMMITMENT

PARCEL A:

THE NORTH SIX (6) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO. AND:

THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THE NORTH 6 ACRES THEREOF, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 10.094 ACRES.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING (POB).

THENCE N01°48'59"W A DISTANCE OF 656.80 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 16 AND THE POINT OF TERMINUS (POT).

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.
3. This petition for annexation has been signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
 - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.
8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.
11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
 - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is

not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

- (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.
- (c) “Vested property right” and “site specific development plan” shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

- (a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.
- (b)
- (c)
- (d)
- (e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

<u>SIGNATURE</u>	<u>MAILING ADDRESS</u>	<u>LEGAL DESCRIPTION</u>	<u>DATE OF SIGNING</u>
	CALEB DEVELOPMENT LLC 36.45% 212 N WAHSATCH AVE, STE 301 COLORADO SPRINGS CO 80903	Parcel A	11/29/23

	LORSON NORTH LAND CORP 63.55% 212 N WAHSATCH AVE, STE 301 COLORADO SPRINGS CO 80903	Parcel A	11/28/23
---	---	----------	----------

See attached legal descriptions

CIRCULATOR'S OATH

STATE OF COLORADO)
)
) EL PASO) SS.
)
) COUNTY OF ~~PUEBLO~~)

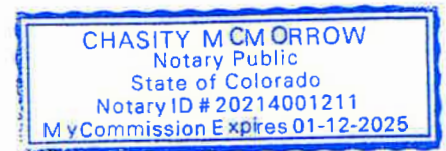
The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.


Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of El Paso,
State of Colorado, this 29th day of November,
2023,
By Jeff Mark.

Witness my hand and official seal.

My commission expires: 01-02-2025



(SEAL)

Charay McMonow
Notary Public (or official title)

SECOND ADDITION TO VILLA BELLA
ANNEXATION TO THE CITY OF PUEBLO

PARCEL OF LAND IN THE SW 1/4 OF NE 1/4 OF SECTION 16, T20S, R64W ,OF THE 6TH P.M.,
COUNTY OF PUEBLO, STATE OF COLORADO

CONTIGUITY CALCULATIONS

PARCEL	ACREAGE	PERIMETER	CONTIGUOUS TO PERIMETER	PERCENTAGE CONTIGUITY
A	10.094	2652.50 LF	1995.70 LF	75.23%

GENERAL NOTES

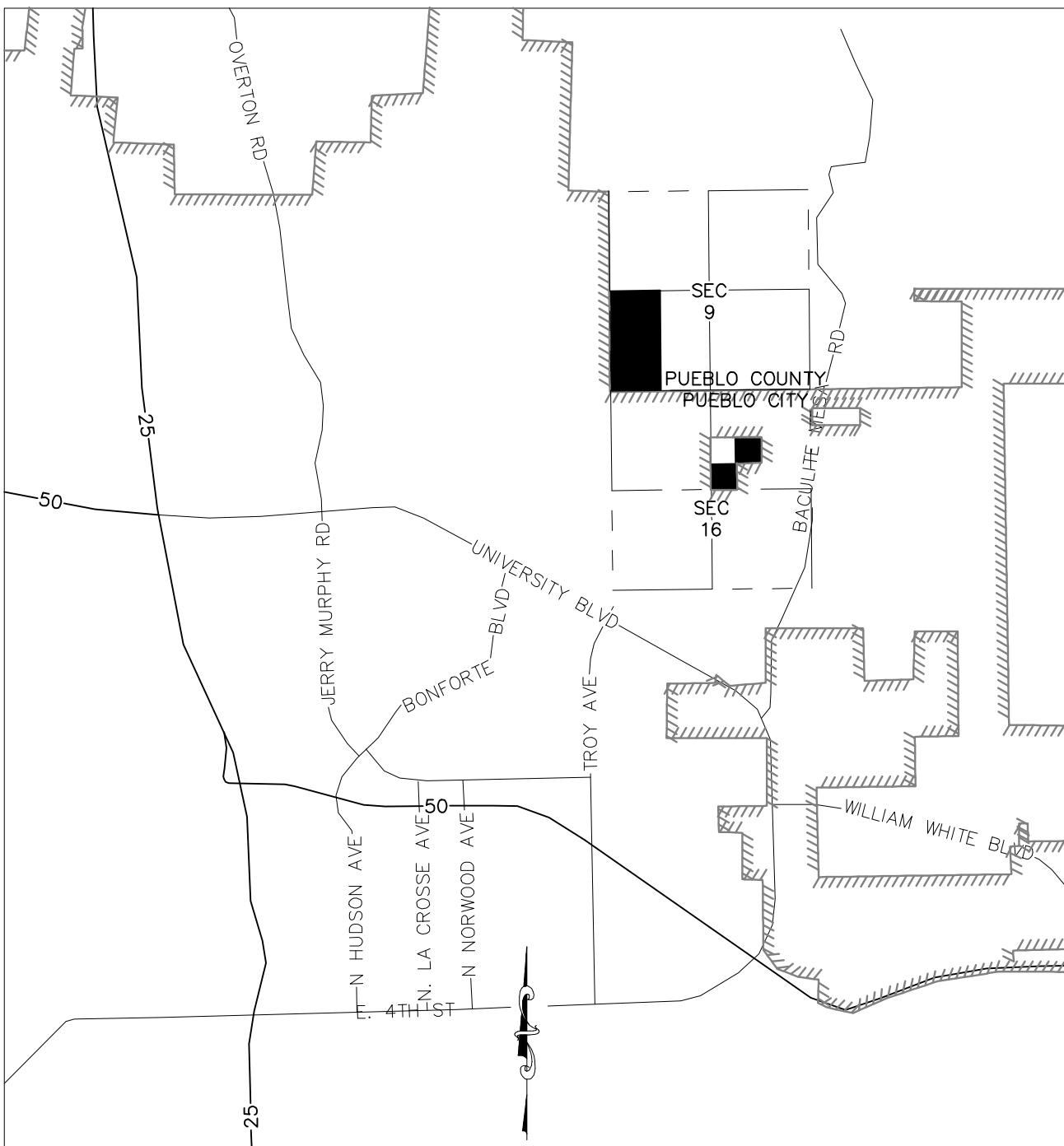
- BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, SAID LINE IS MONUMENTED WITH A STONE IN CONCRETE WITH CROSS AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17 OF T20S R64W OF THE 6TH P.M. PUEBLO COUNTY, COLORADO AND WITH A 3.25" ALUMINUM CAP ON NO. 6 REBAR AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9 T20S, R64W, PUEBLO COUNTY COLORADO. THE BEARING OF N00°50'56"E IS BASED ON STATE PLANE COORDINATES DERIVED FROM GPS OBSERVATIONS. MONUMENT DESCRIPTIONS ARE AS SHOWN HEREON.
- THE FLOOD INSURANCE RATE MAP FOR THE AREAS SHOWN HEREON PANEL NO.(S) 08051C0504D, 08101C0510D, AND 0801C0520D WITH AN EFFECTIVE DATE OF 8/15/2019 INDICATES THE PROPERTIES DO NOT LIE WITHIN ANY DESIGNATED FLOOD HAZARD AREAS SHOWN THEREON.
- A TITLE COMMITMENT ISSUED BY UNIFIED TITLE COMPANY LLC. FILE NO. 85658UTC DATED JUNE 8, 2022 AT 7:30 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCELS A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

PARCEL A:
THE NORTH SIX (6) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO.
AND:THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THE NORTH 6 ACRES THEREOF, COUNTY OF PUEBLO, STATE OF COLORADO.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, T20S, R64W, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING (POB).
THENCE N01°48'59"W A DISTANCE OF 656.80 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 16 AND THE POINT OF TERMINUS (POT).

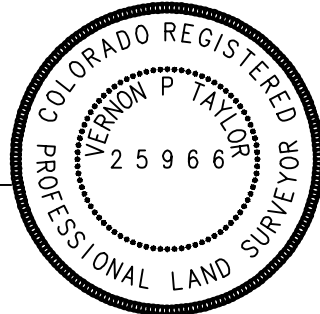


VICINITY MAP
NOT TO SCALE

SURVEYOR CERTIFICATE

I VERNON P. TAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF PUEBLO, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT COMPLIES WITH THE COLORADO STATE STATUTES AND THE CITY OF PUEBLO, COLORADO CODES PERTAINING THERETO.

VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS



OWNER APPLICANT SUMMARY TABLE

PARCEL	ACREAGE	OWNER	LEGAL
A	10.094	CALEB DEVELOPMENT LLC	NE 1/4 SW 1/4 NE 1/4 SEC 16

SECOND ADDITION TO VILLA BELLA
ANNEXATION TO THECITY OF PUEBLO
JOB NO. 43-142
DATE PREPARED: 07/19/2023
DATE REVISED: 08/25/2023
DATE REVISED: 11/15/2023



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 79.637-ACRE AREA COMMONLY KNOWN AS THE THIRD ADDITION TO VILLA BELLA ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for a 79.637-acre area located to the northeast of the intersection of Troy Avenue and Rawlings Boulevard and is adjacent to existing Walking Stick undeveloped land. This Resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On September 6, 2023, Eagle Development Company submitted an annexation petition for the Villa Bella Third Addition Annexation totaling 79.637-acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and

recommendation.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent via registered mail by the City Clerk to the Board of County Commissioners, County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

ATTACHMENTS:

1. Annex Petition-Third Addition Villa Bella Attachments

RESOLUTION NO. 15486

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 79.637-ACRE AREA COMMONLY KNOWN AS THE THIRD ADDITION TO VILLA BELLA ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

PARCEL A: ALL OF MANHATTAN PARK, INCLUDING VACATED ALLEYS AND STREETS, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD APRIL 11, 1889 AT RECEPTION NO. 32464; EXCEPT LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 1/2 OF VACATED HAWTHORNE STREET ADJOINING LOT 46 AND 1/2 OF VACATED ALLEY ADJOINING SAID LOTS BETWEEN VACATED CATARACT AVENUE AND VACATED MOUNTAIN VIEW AND VACATED HAWTHORN STREET AND VACATED WALNUT STREET AND EXCEPT ANY PORTION THEREOF LYING WITHIN COUNTY ROAD 3502 AS SHOWN ON THE PUEBLO COUNTY ASSESSOR'S MAP CROSSING THE SUBJECT PROPERTY, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A NET AREA OF 79.637 ACRES.

LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9, T20S, R64W OF THE SIXTH P.M. SAID POINT BEING THE POINT OF BEGINNING (POB).
THENCE N88°16'59"E A DISTANCE OF 1312.80 FEET TO THE W 1/16TH CORNER OF SECTION 9;
THENCE S00°12'48"W A DISTANCE OF 2642.09 FEET TO THE W 1/16TH CORNER COMMON TO SECTIONS 9 AND 16, T20S, R64W, OF THE SIXTH P.M. AND THE POINT OF TERMINUS (POT).

SECTION 2.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Resolution.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation: THIRD ADDITION TO VILLA BELLA

Location and size in acres: Section 9, Township 20 South,
Range 64, West of the 6th P.M., County of Pueblo, Colorado,
79.637 acres.

100 % of Owners yes; Less than 100% of owners _____
School District No. 60; Special District: ~~7A~~ 70A

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee \$ _____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing _____; Notice of Public Hearing Published: _____,
_____, _____, and _____.
Copy of published Notice and Petition For Annexation sent by Registered Mail on _____
to Pueblo County Board of County Commissioners, Pueblo County
Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library
District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

LEGAL DESCRIPTIONS FROM TITLE COMMITMENT

PARCEL A:

ALL OF MANHATTAN PARK, INCLUDING VACATED ALLEYS AND STREETS, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD APRIL 11, 1889 AT RECEPTION NO. 32464; EXCEPT LOTS 41 TO 46, INCLUSIVE, IN BLOCK 7, TOGETHER WITH THAT PORTION OF 1/2 OF VACATED CATARACT AVENUE ADJOINING SAID LOTS AND WITH 1/2 OF VACATED HAWTHORNE STREET ADJOINING LOT 46 AND 1/2 OF VACATED ALLEY ADJOINING SAID LOTS BETWEEN VACATED CATARACT AVENUE AND VACATED MOUNTAIN VIEW AND VACATED HAWTHORN STREET AND VACATED WALNUT STREET AND EXCEPT ANY PORTION THEREOF LYING WITHIN COUNTY ROAD 3502 AS SHOWN ON THE PUEBLO COUNTY ASSESSOR'S MAP CROSSING THE SUBJECT PROPERTY, COUNTY OF PUEBLO, STATE OF COLORADO.

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.
3. This petition for annexation has been signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
 - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.
8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.
11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
 - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is

not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

- (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.
- (c) “Vested property right” and “site specific development plan” shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

- (a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.
- (b)
- (c)
- (d)
- (e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

SIGNATURE



MAILING
ADDRESS

212 N WAHSATCH AVE,
STE 301, COLORADO
SPRINGS CO 80903

LEGAL
DESCRIPTION

Parcel A

DATE OF
SIGNING

 11/29/23

See attached legal descriptions

CIRCULATOR'S OATH

STATE OF COLORADO)
COUNTY OF EL PASO) SS.
~~PERMID~~

The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.

Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of El Paso,
State of Colorado, this 29th day of November,
2023.
By Jeff mark.

Witness my hand and official seal.

My commission expires: 01-12-2025



(SEAL)

Chang Mcmow
Notary Public (or official title)

THIRD ADDITION TO VILLA BELLA ANNEXATION TO THE CITY OF PUEBLO

PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 9, T20S, R64W ,OF THE 6TH P.M.,
COUNTY OF PUEBLO, STATE OF COLORADO

CONTIGUITY CALCULATIONS				
PARCEL	ACREAGE	PERIMETER	CONTIGUOUS TO PERIMETER	PERCENTAGE CONTIGUITY
A	79.637	7932.78 LF	3977.89 LF	50.14%

- GENERAL NOTES**
1. BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, SAID LINE IS MONUMENTED WITH A STONE IN CONCRETE WITH CROSS AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, AND 17 OF T20S R64W OF THE 6TH P.M. PUEBLO COUNTY, COLORADO AND WITH A 3.25" ALUMINUM CAP ON NO. 6 REBAR AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9 T20S, R64W, PUEBLO COUNTY COLORADO. THE BEARING OF N00°50'56"E IS BASED ON STATE PLANE COORDINATES DERIVED FROM GPS OBSERVATIONS. MONUMENT DESCRIPTIONS ARE AS SHOWN HEREON.
 2. THE FLOOD INSURANCE RATE MAP FOR THE AREAS SHOWN HEREON PANEL NO.(S) 08051C0504D, 08101C0510D, AND 0801C0520D WITH AN EFFECTIVE DATE OF 8/15/2019 INDICATES THE PROPERTIES DO NOT LIE WITHIN ANY DESIGNATED FLOOD HAZARD AREAS SHOWN THEREON.
 3. A TITLE COMMITMENT ISSUED BY CAPSTONE TITLE, AGENT FOR ATTORNEYS' TITLE GUARANTY FUND, INC. COMMITMENT NO. 211571 DATED MAY 24, 2021 AT 8:00 A.M. HAS BEEN REVIEWED AS IT PERTAINS TO PARCEL A.

LEGAL DESCRIPTIONS FROM TITLE COMMITMENTS

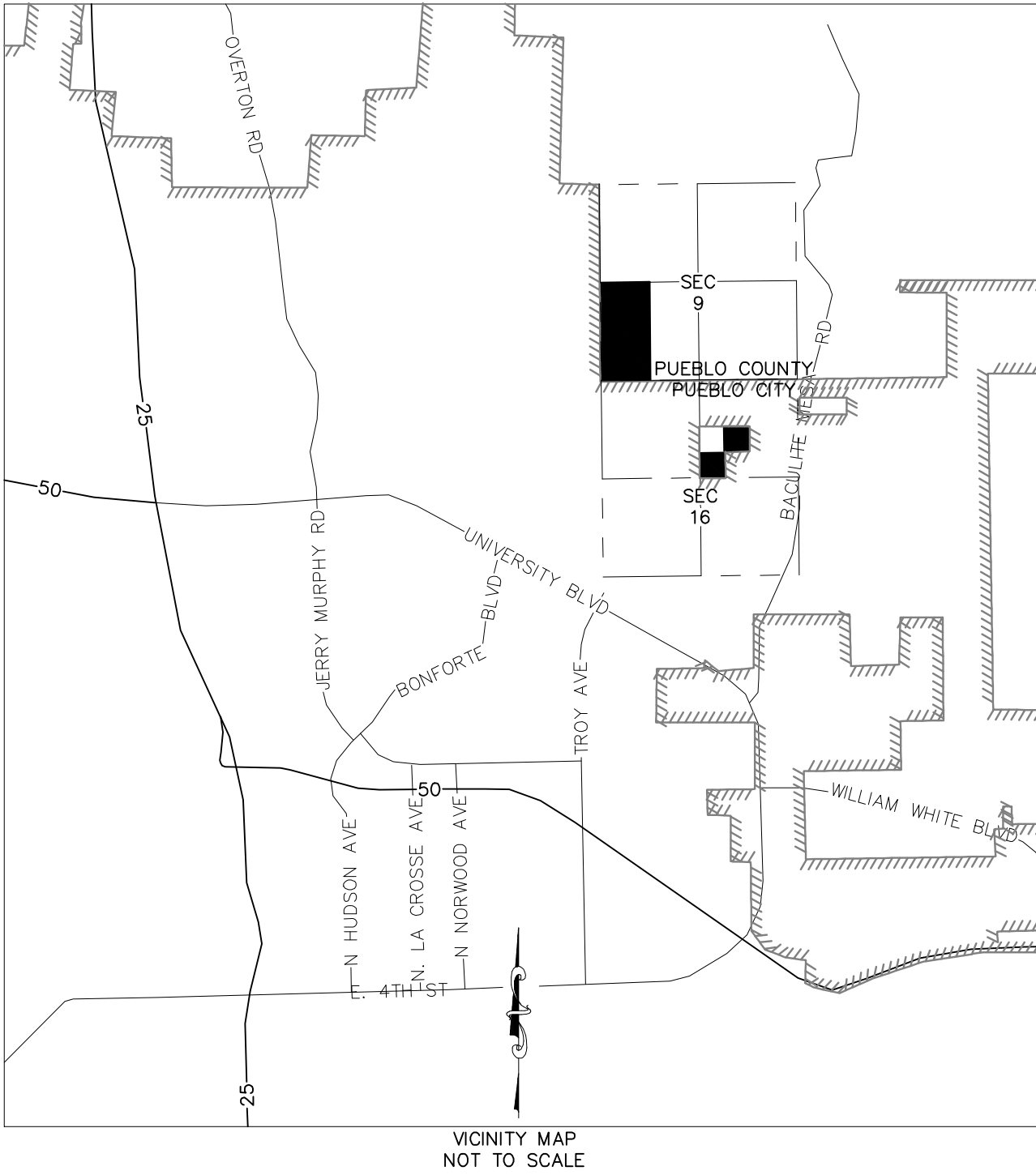
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LEGAL DESCRIPTION PROPOSED CITY LIMIT

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 8 AND 9, T20S, R64W OF THE 6TH P.M. SAID POINT BEING THE POINT OF BEGINNING (POB).
THENCE N88°16'59"E A DISTANCE OF 1312.80 FEET TO THE W 1/16TH CORNER OF SECTION 9;
THENCE S00°12'48"W A DISTANCE OF 2642.09 FEET TO THE W 1/16TH CORNER COMMON TO SECTIONS 9 AND 16, T20S, R64W, OF THE SIXTH P.M. AND THE POINT OF TERMINUS (POT).

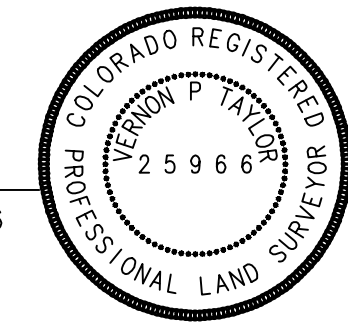
LEGEND

- PROPERTY CORNER FOUND AS DESCRIBED HEREON
- EXISTING TOWN LIMITS
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINES
- /// EXISTING CITY/COUNTY LIMITS
- PROPOSED CITY LIMITS



SURVEYOR CERTIFICATE

I VERNON P. TAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF PUEBLO, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT COMPLIES WITH THE COLORADO STATE STATUTES AND THE CITY OF PUEBLO, COLORADO CODES PERTAINING THERETO.



VERNON P. TAYLOR, COLO. PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS

CITY COUNCIL OF PUEBLO APPROVAL

THIS ANNEXATION PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, THIS _____ DAY OF _____, 20____, A.D.

MAYOR _____ DATE _____
TOWN CLERK _____ DATE _____

CLERK AND RECORDER CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF PUEBLO)

I HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2022, A.D. AT _____ O'CLOCK ____M., AND WAS RECORDED AT RECEPTION NO. _____

PUEBLO COUNTY CLERK AND RECORDER

OWNER APPLICANT SUMMARY TABLE

PARCEL	ACREAGE	OWNER	LEGAL
A	79.637	EAGLE DEVELOPMENT CO.	W 1/2 SW 1/4 SEC 9 EXCEPT SERRACINO PARCEL

THIRD ADDITION TO VILLA BELLA
ANNEXATION TO THE CITY OF PUEBLO
JOB NO. 43-142
DATE PREPARED: 07/19/2023
DATE REVISED: 08/25/2023
DATE REVISED: 11/15/2023



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.953.5485



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-48) TO FUEL & IRON MASTER TENANT, LLC, FOR THE PURPOSE OF INSTALLING A PLANTER TO ENHANCE THE STREETScape ON THE SIDEWALK ADJACENT TO B STREET AND THE FUEL & IRON PARKING LOT

SUMMARY:

Attached is a draft Revocable Permit (REV-23-48) to be approved for issuance to Fuel & Iron Master Tenant, LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant has submitted a Revocable Permit application (REV-23-48) for the purpose of installing a planter to enhance the streetscape on the sidewalk adjacent to B Street and the Fuel & Iron Parking Lot.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from installing the landscaping improvements in the streetscape.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 23-48

RESOLUTION NO. 15487

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 79.637-ACRE AREA COMMONLY KNOWN AS THE THIRD ADDITION TO VILLA BELLA ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to Fuel & Iron Master Tenant, LLC, for the purpose of installing a planter to enhance the streetscape on the sidewalk adjacent to B Street and the Fuel & Iron Parking Lot.

SECTION 2.

The use of the public right-of-way is hereby granted and is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **Fuel & Iron Master Tenant, LLC 144 W. Bayaud Ave. Denver CO 80223 7204804592**
2. Permitted Area: **On the sidewalk adjacent to B Street and the Fuel & Iron Parking Lot**
3. Purpose of Revocable Permit: **Installation of a planter to enhance the streetscape.**
4. Commencement Date: **February 15, 2024**
5. Ending Date: **Indefinite**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo Colorado 81003, Attention: Revocable Permit Review Committee

Each party reserves the right to change its address provided notice of such change is given in accordance with the paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the

risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; or (v) revocation or termination of this Permit by resolution of the City Council of City. The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

Signed in Pueblo, Colorado this 25th day of January, 2024.

PERMITTEE:

Organization or
Individual:
By:
Title:

[Signature]
Nathan Stern
Authorized Representative

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 25th day of January, 2024 by Nathan Stern as Authorized Representative.

My commission expires: _____

[Signature]
Notary Public

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

APPROVED this _____ day of _____, 20____.
_____, a Municipal Corporation



By _____
Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-1) TO POSADA FOR THE PURPOSE OF CONSTRUCTING A SIX-FOOT-HIGH WROUGHT IRON FENCE ALONG THE EXISTING SIDEWALK WITHIN THE PUBLIC RIGHT-OF-WAY ON THE EAST SIDE OF LAKE AVENUE AND ON THE SOUTH SIDE OF INDIANA AVENUE ADJACENT TO THE PROPERTY AT 2024 LAKE AVE

SUMMARY:

Attached is a draft Revocable Permit (REV-24-1) to be approved for issuance to Posada.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant has submitted a Revocable Permit application (REV-24-1) for the purpose of constructing the six-foot-high wrought iron fence along the existing sidewalk within the public right-of-way on the east side of Lake Avenue and on the southside of Indiana Avenue adjacent to the property at 2024 Lake Ave.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from constructing the six-foot-high wrought iron fence along the existing sidewalk within the public right-of-way on the east side of Lake Avenue and on the southside of Indiana Avenue adjacent to the property at 2024 Lake Ave.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REV-24-1 with Exhibit A (unsigned)

RESOLUTION NO. 15488

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-1) TO POSADA FOR THE PURPOSE OF CONSTRUCTING A SIX-FOOT-HIGH WROUGHT IRON FENCE ALONG THE EXISTING SIDEWALK WITHIN THE PUBLIC RIGHT-OF-WAY ON THE EAST SIDE OF LAKE AVENUE AND ON THE SOUTH SIDE OF INDIANA AVENUE ADJACENT TO THE PROPERTY AT 2024 LAKE AVE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to Posada for the purpose of constructing the six-foot-high wrought iron fence along the existing sidewalk within the public right-of-way on the east side of Lake Avenue and on the southside of Indiana Avenue adjacent to the property at 2024 Lake Ave.

SECTION 2.

The use of the public right-of-way is hereby granted and is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **Posada 827 E. 4th Street, Pueblo, CO 719-545-8776**
2. Permitted Area: **Public right-of-way on the east side of Lake Avenue and on the south side of Indiana Avenue adjacent to the property at 2124 Lake Ave.**
3. Purpose of Revocable Permit: **Construction of a six-foot-high wrought iron fence along the existing sidewalk within the permitted area as shown in Exhibit A.**
4. Commencement Date: **February 15, 2024**
5. Ending Date: **Indefinite**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.
- (k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo Colorado 81003, Attention: Revocable Permit Review Committee

Each party reserves the right to change its address provided notice of such change is given in accordance with the paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the

risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; or (v) revocation or termination of this Permit by resolution of the City Council of City. The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

Signed in Pueblo, Colorado this _____ day of _____, 20_____.

PERMITTEE:
Organization or
Individual: _____
By: _____
Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____ by _____ as _____.

My commission expires: _____.

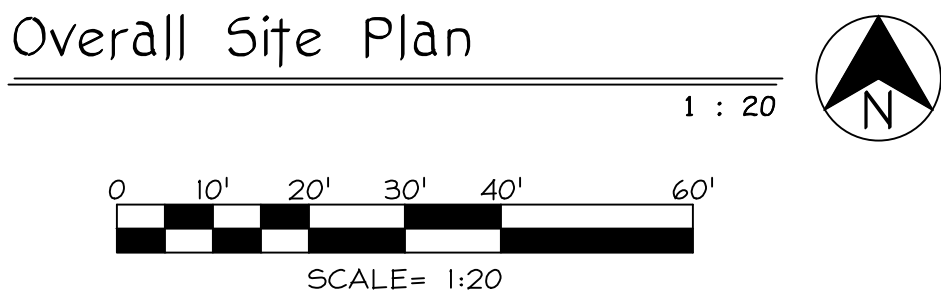
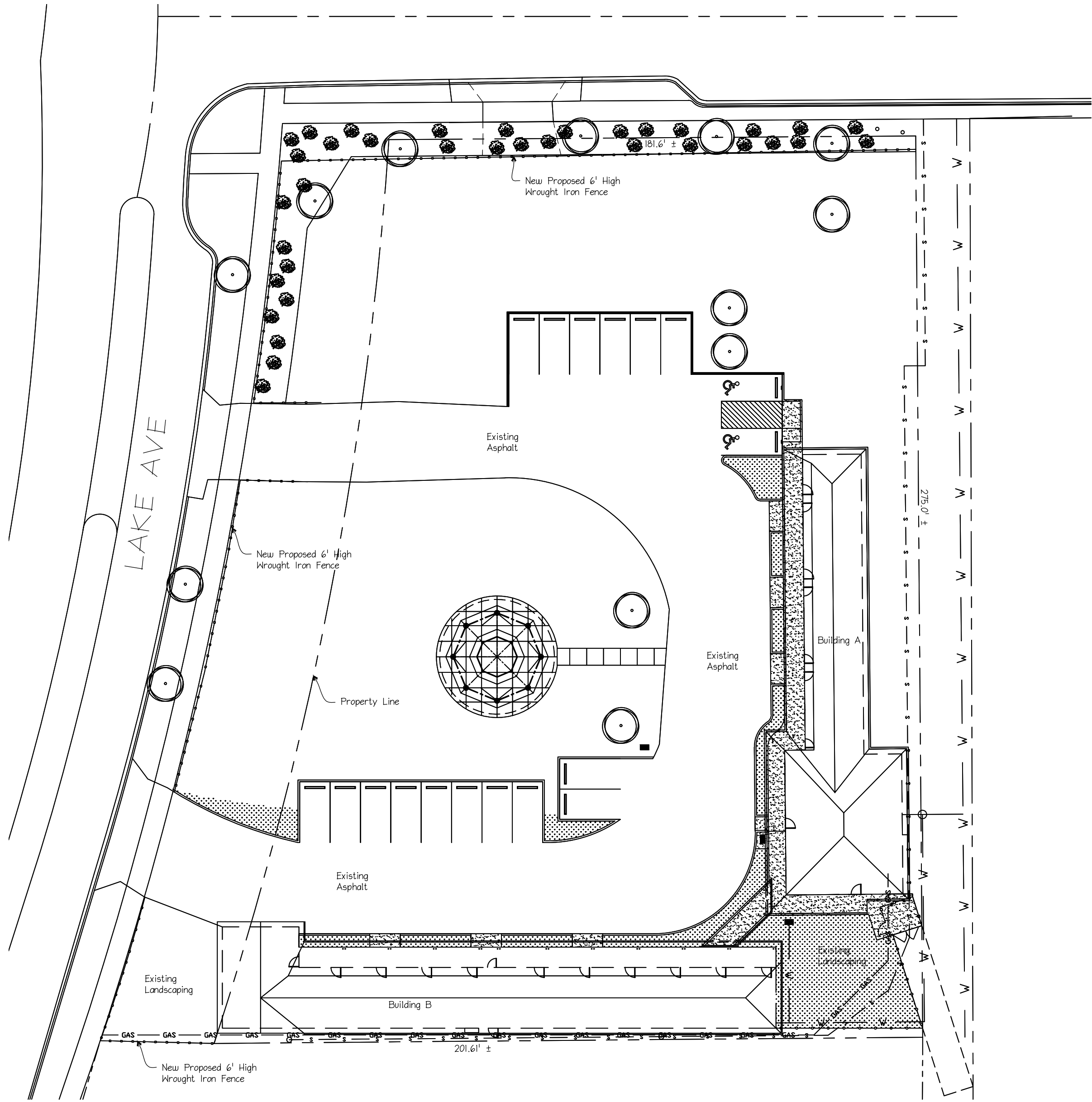
Notary Public

APPROVED this _____ day of _____, 20_____.
PUEBLO, a Municipal Corporation



By _____
Heather Graham, Mayor

EXHIBIT A to REV-24-1



PROPOSED WROUGHT IRON FENCE LAYOUT

Plan Set.dwg - 1/9/2024

NEW FENCE for SUNSET SENIOR
SRO for
POSADA, INC.
2124 Lake Ave., Pueblo, CO 81004

Sheet Title:
Proposed Wrought Iron
Fence Layout - Site
Plan
Issue Record:
Submittal Plan 1/9/2024

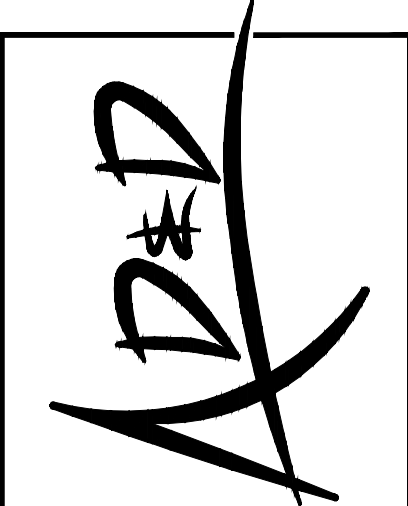
Job Number:

23-47

Sheet:

F-1

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DYLAN GOODMAN AND MIKE WAKEFIELD TO COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2027 ON THE PUEBLO ENERGY ADVISORY COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Dylan Goodman and Mike Wakefield to complete a four-year term expiring June 30, 2027 on the Pueblo Energy Advisory Commission.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to term expirations and resignations, there are five vacancies on this Commission.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15489

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF DYLAN GOODMAN AND MIKE WAKEFIELD TO
COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2027
ON THE PUEBLO ENERGY ADVISORY COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of
her appointment of Dylan Goodman and Mike Wakefield to the Pueblo Energy Advisory
Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Dylan Goodman and Mike Wakefield to the Pueblo
Energy Advisory Commission to complete a four-year term expiring June 30, 2027, shall be and
is hereby confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent
with this Resolution to implement the appointments described herein.

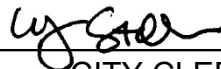
SECTION 3.

This Resolution shall become effective on the date of final action by the Mayor and City
Council.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR
OF DAVID ROSCOVER TO COMPLETE A THREE-YEAR TERM
EXPIRING NOVEMBER 1, 2026 ON THE PUEBLO STREETSCAPE
ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of David Roscover to complete a three-year term expiring November 1, 2026 on the Pueblo Streetscape Advisory Committee.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expirations of Michael Carlisle and William (Bill) Zwick, there are two appointments available to serve a three-year term expiring November 1, 2026 on the Pueblo Streetscape Advisory Committee.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15490

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF DAVID ROSCOVER TO COMPLETE A THREE-
YEAR TERM EXPIRING NOVEMBER 1, 2026 ON THE PUEBLO
STREETSCAPE ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of David Roscover to the Pueblo Streetscape Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of David Roscover to the Pueblo Streetscape Advisory Committee to complete a three-year term expiring November 1, 2026, shall be and is hereby confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointments described herein.

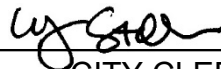
SECTION 3.

This Resolution shall become effective on the date of final action by the Mayor and City Council.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR
OF STEVE NAWROCKI, GARRISON ORTIZ, AND JIM VALENZUELA
TO THE PUEBLO URBAN RENEWAL AUTHORITY BOARD

SUMMARY:

This Resolution confirms the appointment by the Mayor of Steve Nawrocki, Garrison Ortiz, and Jim Valenzuela to the Pueblo Urban Renewal Authority Board.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expirations of Donald Banner, Betty Martinez, and Dr. James Valenzuela, there are three appointments available to serve a five-year term expiring February 1, 2029.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15491

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF STEVE NAWROCKI, GARRISON ORTIZ, AND JIM
VALENZUELA TO THE PUEBLO URBAN RENEWAL
AUTHORITY BOARD

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Steve Nawrocki, Garrison Ortiz, and Jim Valenzuela to the Pueblo Urban Renewal Authority Board; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Steve Nawrocki, Garrison Ortiz, and Jim Valenzuela to the Pueblo Urban Renewal Authority Board to serve a five-year term expiring February 1, 2029, shall be and is hereby confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointments described herein.

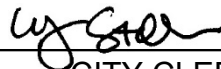
SECTION 3.

This Resolution shall become effective on the date of final action by the Mayor and City Council.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Councilor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2024

SUMMARY:

This Resolution will appoint a City Council representative to the Boards and Commissions where it is either required that a Council Member be a member or it has been the policy to have a Council Member serve on the Board or Commission.

These Boards and Commissions include the following:

- City/County Library District Board of Trustees Appointment Committee - 2 Council Members
- Committee on Disposition of Forfeited Property
- Community Commission on Housing & Homelessness
- Fountain Creek Watershed Flood Control Governing Board + 1 Alternate
- HARP Authority Board of Directors
- PACOG Budget Committee
- Planning and Zoning Commission
- Pueblo Economic Development Corporation Board of Directors - 2 Council Members
- Pueblo Regional Building Commission
- Pueblo Urban Renewal Authority + 1 Ex-Officio Member
- Pueblo Memorial Airport Advisory Committee
- Pueblo Depot Activity Development Authority Board of Directors
- Latino Chamber Foundation Board of Directors
- Pueblo Energy Advisory Commission

PREVIOUS COUNCIL ACTION:

These appointments are confirmed on an annual basis.

BACKGROUND:

Annual appointments are made assigning a City Council representative to serve on Boards and Commissions where it is either required by legislation that a Council Member be a member, or it has been the policy to have a Council Member serve on a particular Board or Commission. The new terms will expire January 31, 2025.

FINANCIAL IMPLICATIONS:

N/A

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION CONFIRMING THE APPOINTMENT OF
COUNCIL MEMBERS TO VARIOUS BOARDS AND
COMMISSIONS FOR THE YEAR 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Dennis Flores and Sarah Martinez to serve as the Council representatives on the ***City/County Library District Board of Trustees Appointment Committee*** for one-year terms expiring January 31, 2025.

SECTION 2.

Regina Maestri to serve as the Council Representative on the ***Committee on Disposition of Forfeited Property*** for a one-year term expiring January 31, 2025.

SECTION 3.

Sarah Martinez to serve as the Council Representative on the ***Community Commission on Housing & Homelessness*** for a one-year term expiring January 31, 2025.

SECTION 4.

Joe Latino to serve as the City Council Representative and Dennis Flores to serve as the Alternate City Council Representative to serve on the ***Fountain Creek Watershed Flood Control & Greenway District Governing Board*** for one-year terms expiring January 31, 2025.

SECTION 5.

Dennis Flores to serve as the Council Representative on the ***HARP Authority Board of Directors*** for a one-year term expiring January 31, 2025.

SECTION 6.

Roger Gomez to serve as the Council Representative on the ***Pueblo Area Council of Governments (PACOG) Budget Committee*** for a one-year term expiring January 31, 2025.

SECTION 7.

Regina Maestri to serve as the Council Representative on the ***Planning and Zoning Commission*** for a one-year term expiring January 31, 2025.

SECTION 8.

Mark Aliff and Dennis Flores to serve as the Council Representatives on the ***Pueblo Economic Development Corporation Board of Directors*** for one-year terms expiring January 31, 2025.

SECTION 9.

Roger Gomez to serve as the Council Representative on the ***Pueblo Regional Building Commission*** for a one-year term expiring January 31, 2025.

SECTION 10.

Dennis Flores to serve as the Council Representative and Mark Aliff to serve as the Ex-Officio Member on the ***Pueblo Urban Renewal Authority*** for one-year terms expiring January 31, 2025.

SECTION 11.

Regina Maestri to serve as the Council Representative on the ***Pueblo Memorial Airport Advisory Committee*** for one-year terms expiring January 31, 2025.

SECTION 12.

Joe Latino to serve as the Council Representative on the ***Pueblo Energy Advisory Commission*** for a one-year term expiring January 31, 2025.

SECTION 13.

Joe Latino to serve as the Council Representative on the ***Pueblo Depot Activity Development Authority Board of Directors*** for a one-year term expiring January 31, 2025.

SECTION 14.

Roger Gomez to serve as the ex-officio on the ***Latino Chamber Foundation Board of Directors*** for a one-year term expiring January 31, 2025.

SECTION 15.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

SECTION 16.

This Resolution shall become effective upon passage and approval.

INTRODUCED: February 12, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alex Romero, Finance Director

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF CITY COUNCIL TO THE
YOUR IDEA YOUR NEIGHBORHOOD REVIEW COMMITTEE EXPIRING
DECEMBER 31, 2024.

SUMMARY:

This Resolution confirms the appointment of City Council to the Your Idea Your Neighborhood Review Committee expiring December 31, 2024.

PREVIOUS COUNCIL ACTION:

City Council approved the 2024 Budget on November 27, 2023, that included the Your Idea, Your Neighborhood project for \$1,000,000.

BACKGROUND:

Applications for the Your Idea Your Neighborhood Review Committee were collected and reviewed by individuals through a blind scoring process. Demographic and identifying information was removed from the applications for review. The Your Idea Your Neighborhood Review Committee will consist of 9 members. 2 from each of the 4 Districts and 1 at-large. The Review Committee will hold meetings through the end of March 2024 to score project applications.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and member serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15499

A RESOLUTION CONFIRMING THE APPOINTMENT OF CITY COUNCIL TO THE YOUR IDEA YOUR NEIGHBORHOOD REVIEW COMMITTEE EXPIRING DECEMBER 31, 2024.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of City Council to the Your Idea Your Neighborhood Review Committee to serve until December 31, 2024, shall be and is hereby confirmed by the City Council.

SECTION 2.

The officer and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointments described herein.

SECTION 3.

The Resolution shall become effective on the date of final action by the Mayor and City Council.

INTRODUCED: February 12, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Councilor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF STEVEN
'CHRIS' NOELLER TO THE POSITION OF DEPUTY MAYOR

SUMMARY:

The Mayor has appointed Steven 'Chris' Noeller to the position of Deputy Mayor and requests confirmation of said appointment by the City Council. This appointment is based on Mr. Noeller's education, training, experience and fitness for the position.

PREVIOUS COUNCIL ACTION:

City Council confirmed the appointment of Police Chief Troy Davenport to the position of Deputy Mayor on March 11, 2019, City Council also confirmed the appointment of Fire Chief Barbara Huber to the position on April 26, 2021 and December 27, 2022.

BACKGROUND:

Mayor Heather Graham has appointed Steven 'Chris' Noeller, who currently serves as the City's Police Chief, to serve as Deputy Mayor for 2024. Mr. Noeller has served as Police Chief since August 2021. He has worked for the Pueblo Police Department for almost 27 years, starting out as a Patrol Officer in 1996. He holds a Master of Arts Degree - Criminal Justice from Boston University (2017). He served in the United States Navy Reserves from 1989-2001. Mr. Noeller has extensive leadership skills and personal investment in the Pueblo community, qualifying him to serve as Deputy Mayor.

FINANCIAL IMPLICATIONS:

Mr. Noeller will continue to serve as Police Chief and will not receive additional compensation as Deputy Mayor.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to confirm the appointment of the Deputy Mayor will result in that position remaining vacant.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15492

A RESOLUTION CONFIRMING THE APPOINTMENT OF
STEVEN 'CHRIS' NOELLER TO THE POSITION OF DEPUTY
MAYOR

WHEREAS, Section 4-5 of the City Charter requires that the Mayor appoint a Deputy Mayor on an annual basis; and

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of his appointment of Police Chief Steven 'Chris' Noeller to the position of Deputy Mayor; and

WHEREAS, Mr. Noeller meets and surpasses the qualifications for appointment as the Deputy Mayor, based upon his education, training and experience; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Steven 'Chris' Noeller as Deputy Mayor shall be and hereby is confirmed by the City Council.

SECTION 2.

This appointment shall begin on January 13, 2024 and terminate on December 31, 2024 unless the Mayor reappoints Mr. Noeller to the position of Deputy Mayor.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Resolution and the attached agreements which are necessary or appropriate to implement the appointment described herein.

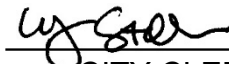
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



city of

PUEBLO
colorado

*Office of the Mayor
Nicholas A. Gradisar*

TO: President Mark Aliff and Members of City Council
FROM: Mayor Heather Graham
SUBJECT: Staff Appointment
DATE: February 2, 2024

By the power vested in me by the City Charter and the Municipal Code, I hereby make the following appointment and request confirmation of same by Council:

Stephen 'Chris' Noeller
Name of Appointee

Deputy Mayor
Position

Ends December 31, 2024
Term

This appointment will be placed on the agenda for Council's next regular meeting agenda for discussion and action or direction by Council. A Confirmation Packet is attached for review by Council. Please contact me with any questions or concerns.



Heather Graham
Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF
RUSSELL GIFFING TO THE PUEBLO REGIONAL BUILDING –
PLUMBING BOARD OF APPEALS AS JOURNEYMAN

SUMMARY:

This resolution ratifies the joint City-County appointment of a journeyman to the Regional Building Commission's Plumbing Board of Appeals to complete a three-year term.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo Regional Building Commission are made on an annual basis selecting individuals to serve three-year terms expiring on July 1st of each year. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

During the PACOG meeting on January 25, 2024, the BOCC and City Council members reviewed the application and appointed Mr. Giffing.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15493

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF RUSSELL GIFFING TO THE PUEBLO REGIONAL BUILDING
– PLUMBING BOARD OF APPEALS AS JOURNEYMAN

WHEREAS, PACOG duly convened and appointed Russell Giffing to the Pueblo Regional Building – Plumbing Board of Appeals to complete a three-year term expiring July 1, 2025; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Russell Giffing is hereby appointed to the Pueblo Regional Building – Plumbing Board of Appeals as a Journeyman to complete a three-year term expiring July 1, 2025.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointment described herein.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF ROBERT BARR TO THE FOUNTAIN CREEK WATERSHED FLOOD CONTROL AND GREENWAY DISTRICT BOARD

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to the Fountain Creek Watershed Flood Control and Greenway District Board to serve a two-year term.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Fountain Creek Watershed Flood Control and Greenway District Governing Board are made on an annual basis selecting individuals to serve two-year terms expiring on January 31st of each year. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

Due to the term expiration of Incumbent Robert Barr, there is one appointment available to serve a two-year term expiring January 31, 2026 on the Fountain Creek Watershed Flood Control and Greenway District Governing Board Joint City-County Citizen At Large. Mr. Barr is available for reappointment.

His application was reviewed at the PACOG meeting held on January 24, 2024, and Mr. Barr was selected for reappointment.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15494

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF ROBERT BARR TO THE FOUNTAIN CREEK WATERSHED
FLOOD CONTROL AND GREENWAY DISTRICT BOARD

WHEREAS, PACOG duly convened and appointed Robert Barr to a two-year term expiring on December 31, 2026; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The reappointment of Robert Barr to Fountain Creek Watershed Flood Control and Greenway District Governing Board to serve a two-year term expiring December 31, 2026, shall be and hereby is ratified.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointments described herein.

SECTION 3.

This Resolution shall become effective on the date of final action by the Mayor and City Council.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF
ALVA CLAUSSEN TO THE COMMUNITY SERVICES ADVISORY
COMMITTEE (CSAC)

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to the Community Services Advisory Committee (CSAC) to complete a four-year term.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Community Services Advisory Committee (CSAC) are made on an annual basis selecting individuals to serve terms that are vacant or expired. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are vacancies available on the Community Services Advisory Commission (CSAC) for joint City-County appointments for a citizen to complete a four-year term expiring April 30, 2026.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15495

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF ALVA CLAUSSEN TO THE COMMUNITY SERVICES
ADVISORY COMMITTEE (CSAC)

WHEREAS, PACOG duly convened and appointed Alva Claussen to a four-year term expiring on April 30, 2026; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of Alva Claussen to the Community Services Advisory Committee (CSAC) to complete a four-year term expiring April 30, 2026, shall be and hereby is ratified.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointment described herein.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF BRANDON MARTIN, ANDREA NAGLICH, SOL SANDOVAL TAFOYA, AND CALLICO VARGAS TO THE PUEBLO HUMAN RELATIONS COMMISSION AND RATIFYING THE REAPPOINTMENT OF RIYA SINGH TO THE PUEBLO HUMAN RELATIONS COMMISSION - YOUTH POSITION

SUMMARY:

This resolution ratifies the joint City-County appointment of members to the Pueblo Human Relations Commission.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo Human Relations Commission are made on an annual basis selecting individuals to serve terms that are vacant or expired. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are five joint vacancies on the Pueblo Human Relations Commission due to term expirations. Five applications were received, including the youth appointment.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15496

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF BRANDON MARTIN, ANDREA NAGLICH, SOL SANDOVAL TAFOYA, AND CALLICO VARGAS TO THE PUEBLO HUMAN RELATIONS COMMISSION AND RATIFYING THE REAPPOINTMENT OF RIYA SINGH TO THE PUEBLO HUMAN RELATIONS COMMISSION - YOUTH POSITION

WHEREAS, PACOG duly convened and appointed Brandon Martin, Andrea Naglich, Sol Sandoval Tafoya, and Callico Vargas to the Pueblo Human Relations Commission to serve three-year terms expiring on December 31, 2026; it is now the desire of the Pueblo City Council to ratify said appointment; and,

WHEREAS, PACOG duly convened and reappointed Riya Singh to the Pueblo Human Relations Commission to serve a one-year term expiring on December 31, 2024 as the Youth Appointee; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of Brandon Martin, Andrea Naglich, Sol Sandoval Tafoya, and Callico Vargas to the Pueblo Human Relations Commission to serve three-year terms expiring on December 31, 2026, shall be and hereby is ratified.

SECTION 2.

The reappointment of Riya Singh to the Pueblo Human Relations Commission to serve a one-year term expiring on December 31, 2024, shall be and hereby is ratified.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointment described herein.

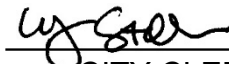
SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., TO PROVIDE ENGINEERING SERVICES FOR THE PUEBLO WASTEWATER DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

SUMMARY:

This Resolution accepts an agreement between the City and Brown and Caldwell, Inc. to provide professional services associated with providing engineering services as the Engineer of Record.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department operates the James R. Dilorio Water Reclamation Facility and the associated sanitary sewer collection system. Infrastructure deterioration and changing environmental laws require periodic revision to the Master Plan, periodic design and construction of new treatment processes, and periodic process engineering services. This agreement establishes a long-term agreement between Brown and Caldwell, Inc. to provide professional engineering services in these areas.

The proposal request resulted in two different engineering firms submitting proposals for the Engineer of Record contract. Brown and Caldwell, Inc. was chosen. Brown and Caldwell, Inc. is the current Engineer of Record and has performed competent services.

FINANCIAL IMPLICATIONS:

Funding for this project is available from the Sewer User Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

No

ALTERNATIVES:

Alternative No. 1 – No Action

In the event of no action being taken, the Wastewater Department would need to re-advertise for an Engineer of Record since the professional services provided are out of the scope of the Wastewater Department's expertise.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 02-12-24 Brown & Caldwell RFP-23-130-2023 (Complete)
2. 02-12-24 B&C Bid Evaluation
3. 23-130 Draft for City Council

RESOLUTION NO. 15497

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., TO PROVIDE ENGINEERING SERVICES FOR THE PUEBLO WASTEWATER DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

WHEREAS, Statements of Qualifications for Engineering services were requested and received; and

WHEREAS, a committee was formed to evaluate these qualifications; and

WHEREAS, the committee selected Brown and Caldwell, Inc. as the most qualified to serve the Pueblo Wastewater Department; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

An Agreement, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, by and between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc. to provide engineering services for improvements to the Pueblo Wastewater Department is hereby approved, subject to the conditions as set forth in said agreement.

SECTION 2.

Work performed under this agreement may include, but is not limited to, the following items:

1. Review and update the Master Plan for the James R. Dilorio Water Reclamation Facility and the Collection system
2. Develop a Capital Improvement Plan to maintain and expand the Water Reclamation Facility
3. Support the Wastewater Department in securing financing for construction
4. Assist City staff with project bidding, site application, and construction management
5. Assist City staff with wastewater collection system projects
6. Assist City staff with regulatory and legislative efforts

SECTION 3.

The Mayor is hereby authorized to execute said Agreement on behalf of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 4.

Funds for work performed under this agreement shall be from the Sewer User Fund.

SECTION 5.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Resolution and the attached agreement to effectuate the transactions described therein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



REQUEST FOR PROPOSAL

23-130

WASTEWATER DEPARTMENT ENGINEER OF RECORD

City of Pueblo

230 S. Mechanic St.

Pueblo, CO 81003

RELEASE DATE: September 25, 2023

DEADLINE FOR QUESTIONS: October 9, 2023, 4:00 pm

RESPONSE DEADLINE: October 20, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/pueblo>

City of Pueblo
REQUEST FOR PROPOSAL
Wastewater Department Engineer of Record

I.	INTRODUCTION.....
II.	PROPOSAL FORMAT AND REQUIRED RESPONSES
III.	SCOPE OF SERVICE & PROJECT REQUIREMENTS
IV.	EVALUATION AND AWARD
V.	EVALUATION CRITERIA.....
VI.	GENERAL REQUIREMENTS & INFORMATION
VII.	PRICING PROPOSAL.....
VIII.	VENDOR QUESTIONNAIRE
IX.	SPECIAL FUNDING REQUIREMENTS

Attachments:

A - Sales Tax Letter

B - Sample Agreement for Professional Architectural or Engineering

C - Sample Agreement for Professional Consulting Services

D - City of Pueblo Water Reclamation Master Plan Final

E - FINAL Pueblo Report

1. INTRODUCTION

1.1. Summary

The purpose of this solicitation is to solicit competitive proposals from qualified engineering firms to provide long-range facility planning; regulatory analysis and interpretation; asset management; project planning; detailed engineering design; preparation of bid documents; contractor evaluation and prequalification; data analysis and interpretation; modeling; expert testimony; process consulting; and construction management and inspection. The awarded Consultant shall furnish all personnel, supervision, management, labor, parts, tools, equipment, materials, and/or transportation/travel, and insurance necessary to perform these services.

1.2. Contact Information

Teresa May Burns

Purchasing/Contract Administrator

Email: tburns@pueblo.us

Phone: [\(719\) 553-2350](tel:(719)553-2350)

Department:

Wastewater

1.3. Timeline

Available	September 25, 2023
Deadline for Questions	October 9, 2023, 4:00pm
Submittal Deadline	October 20, 2023, 2:30pm

2. PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in the paragraphs below must be included with all proposals. Responses shall be considered technical offers of proposal and shall be incorporated in Agreement as deemed appropriate by the City. Please attach your responses of these items to the appropriate questions in the [Vendor Questionnaire](#).

Failure of Proposers to respond to any of the following technical submittal requirements may be grounds for considering a proposal non-responsive.

2.1. [Table of Contents](#)

Provide a Table of Contents at the front of your bid submittal (proposal). The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the RFQ and must include information for each section listed below.

2.2. [Business License, Certificate of Good Standing & SAM.gov Registration](#)

- A. If your company does business within the City of Pueblo, please provide a copy of your business license. If not currently licensed to do business within the City, the awarded firm will be required to apply for a business license upon award.
- B. Proposer must submit a Certificate of Good Standing from the state wherein Proposer was organized. For Colorado the certificate can be downloaded at:
<https://www.sos.state.co.us/biz/BusinessEntityCriteria.do>.
- C. Proposer must submit documentation of their company's active SAM.gov registration with no exclusions. (Note: SAM.gov is required for any grant, State, and/or Federal funding. The City does not have grant, State, and/or Federal funding at this time; however, it may be available for certain projects in the future.)

2.3. [Submittal Summary](#)

A letter providing the following information must be submitted with the proposal. The letter must include:

- A. A statement of the Proposer's understanding of the goals of this project and the service required by Request for Proposal as listed in the Scope of Services.
- B. The primary firm's name, address, phone and contact person. Basic firm information, including the year the prime consultant's firm was formed.
- C. The names of the persons who are authorized to make representations on behalf of the Proposer (include their titles, addresses, fax number, e-mail addresses, and telephone numbers).

- D. A statement that the individual who signs the transmittal letter is authorized to contractually bind the Proposer to contract with the City of Pueblo.

2.4. [Disclosures](#)

- A. If you may have a conflict of interest: Disclose any professional or personal financial interest which could be a possible conflict of interest in providing products and services to the City.
- B. If there are not conflicts of interest: Please provide a statement stating " No disclosures".

2.5. [Statement of Qualifications](#)

Proposers are encouraged to submit their most favorable proposal with as much detail deemed necessary for the City to determine the qualifications of the Proposer. Proposer shall provide the following:

- A. Identify the prime consultant and all sub-consultants (if any), including their roles and responsibilities in the project.
- B. Identify the key individual(s) from your firm who will be the main contact(s) for this project. Describe their professional qualifications, availability for this project, experience on similar projects, and demonstrated competence. Only individuals who will actually work on this project should be identified; indicate the functions that each will perform. Please attach resumes if available.
1. Note: If the Consultant chooses to assign alternate personnel after award, the Consultant shall submit the alternate's qualifications for review and approval of the City. Only those personnel approved by the City may work on the project in any capacity.

2.6. [References](#)

Proposers must be familiar with the public process and coordinating with client staff. Please provide the names and locations of at least three (3) organizations and projects within the last five (5) years for which the Proposer has conducted similar services and had similar requirements. Provide the following information for each reference:

- Organization name
- Project description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address

2.7. [Project Approach](#)

- A. Provide a detailed statement of the Proposer's understanding of the goals of this project and the services as outlined in the Scope of Services and Project Requirements Section of this RFP.
- B. Describe the approach and methodology to be used to accomplish the Scope of Service.

- C. Outline how your company intends on managing the tasks listed in the Scope of Service.
- D. Describe Proposer's capability of meeting schedule deadlines without delays and avoiding cost escalations.
- E. Note: Upon assignment of each task, City will request a work schedule timeframe to become an exhibit to each Professional Service or Professional Engineering Agreement.

2.8. Fee Schedule

- A. Complete the [PRICING PROPOSAL](#).
- B. The standard hourly rates for services should be listed by job title with the hourly rate listed.
- C. The submitted hourly rates shall include all administration, personnel, supervision, management, labor, programs, consumable materials, travel (if necessary), and profit to perform these services.
- D. Due to the potential of funding sources, this will not be evaluated until after the initial evaluation and scoring is complete.
- E. **Do NOT include your hourly rates in the proposal.** Including hourly rates in your proposal may disqualify your bid proposal due to the potential funding source requirements.

2.9. Federal Funding Requirements

- A. Future projects may be funded in whole or in part by a grant funds, State funds, Federal funds, and/or alternate funding sources.
- B. The awarded Consultant and any assigned subconsultants must comply with all applicable Federal, State, and local standards, orders, and regulations.
- C. The City has provided the Funding Contract Requirements in the [SPECIAL FUNDING REQUIREMENTS](#).
- D. The required Funding Forms are provided in the [VENDOR QUESTIONNAIRE](#).
- E. Proposers must have an active SAM.gov registration with no exclusions to be considered for award. Please visit <https://www.sam.gov> for more information.

3. SCOPE OF SERVICE & PROJECT REQUIREMENTS

3.1. Objective

- A. The awarded Consultant must be able to perform a wide variety of engineering, project management, and technical advising for the City's Department of Wastewater.
- B. The awarded Consultant shall enter into a Master Contract for services, and each future project shall be issued through a Professional Services Agreement.
- C. The quantity of future projects has not been determined and shall not be guaranteed.

3.2. Minimum Qualifications

- A. Consultants responding to this request must demonstrate prime personnel, subconsultants, subcontractors, and team members qualified to perform the services detailed in this RFP.
- B. Professionals shall include, but will not be limited to, civil, instrument and controls, electrical, mechanical, and structural engineers.
- C. All professionals, if required by the State of Colorado to perform their services, must show proof of licensing.
- D. Additionally, Consultants shall be knowledgeable in the regulations and requirements of the Department of Wastewater with respect to the services and work contemplated by this agreement. Consultant(s) shall perform such services and work in compliance with each project.
- E. Consultant must have demonstrated experience of other wastewater projects.

3.3. Background

- A. The City of Pueblo operates the James R. Dilorio Water Reclamation Facility located at 1300 South Queens Avenue in Pueblo. The Water Reclamation Facility was commissioned in 1987 with a rated hydraulic capacity of 19 MGD, and presently treats approximately 11 MGD of municipal wastewater daily. The Water Reclamation Facility operates a modified Johannesburg Process and a UV disinfection process. The Johannesburg Process is expected to produce effluent of adequate quality to satisfy the requirements of Regulation 85 but may not meet the requirements without the addition of chemical in the winter months. A hydrocyclone system is currently providing a mechanical selector for mixed liquor settling control and enhanced biological phosphorus removal. This system will not attain the more stringent requirements of Regulation 31. A major issue for the Engineer of Record will be evaluating treatment technologies, recommending treatment technologies, and constructing additional treatment facilities to attain Regulation 31 requirements. The City of Pueblo will be evaluating technologies to remove selenium and sulfate as well as performing some pilot studies and completing several additional phases of electrical upgrades over the next five years. State

Revolving Loan programs may be used to fund construction of treatment processes, sanitary sewer rehabilitation, and other projects.

- B. Pueblo has a separate sanitary sewer collection system comprised of approximately 467 miles of sanitary sewer mains ranging in size from six inches to 66 inches in diameter. Over 65 percent of the City's active sanitary sewer mains are more than 50 years old, and the majority are made of vitrified clay pipe. The City maintains an active closed-circuit television inspection program to identify structural defects in sanitary sewer mains and correct them proactively to maintain a high level of customer service. The City operates nine sanitary sewer lift stations, five serving the Airport Industrial Park, one serving the Nature Center, and three serving localized areas within the community. The Wastewater Department designs and manages most sanitary sewer rehabilitation projects in-house. However, the Engineering Consultant of Record may be asked for assistance in large or complex sanitary sewer rehabilitation projects that require innovative approaches or a very rapid design time.
- C. Other regulatory issues of interest to the City of Pueblo include temperature, selenium, sulfate, emerging contaminants, conductivity, struvite control, biosolids option to replace landfill, permit revisions and site location and design approval regulations. The successful Consultant shall be a firm capable of maintaining awareness of current regulatory topics not only in Colorado but also nationally, capable of forecasting treatment requirements through a 20-year planning horizon, and capable of participating in all aspects of the regulatory process including data analysis, interpretation, advocacy, and permit renewal.
- D. Current Master Plans are available for review, see ATTACHMENTS.

3.4. Scope of Service - Professional Services

- A. The Consultants will be required to provide complete Professional Services for the following possible future projects:
 - 1. long range facility planning and asset management
 - 2. regulatory analysis and interpretation
 - 3. project planning
 - 4. data analysis and interpretation
 - 5. modeling
 - 6. expert testimony
 - 7. process consulting
 - 8. other Professional Services as needed
 - 9. Background

10. Scope of Service

- B. Consultant shall assist with developing a realistic and workable Capital Improvement Program (CIP) that identifies items necessary to maintain/expand waste treatment facilities and collections system needs to meet future permit requirements.
- C. Developing an Asset Management Plan for the City's Wastewater infrastructure assets:
 - 1. asset evaluations
 - 2. identification of needs
 - 3. development of a prioritized Rehab and Rehabilitation plan for inclusion into the Capital Improvement Plan
- D. Assist City staff with identifying, evaluating, and selecting treatment technologies needed to achieve long-term requirements in terms of ability to achieve anticipated effluent limits, cost effectiveness, and process stability.
- E. Design treatment process modifications needed to implement selected treatment technologies.
- F. Note: The future agreements for Professional Services shall follow the attached Sample Professional Services Agreement.

3.5. Scope of Service - Construction Documents and Bidding Phase

- A. The Consultant will assist with future construction project phases including design, engineering, construction management, and inspection as generally outlined below. Future work may be revised to include all, part, or only limited portions as needed for the project.
 - 1. Environmental Study
 - a. Provide all necessary Environmental Services for the project area including a Phase I Environmental Assessment using current American Society for Testing and Materials (ASTM E 1527-05) standard practices. .
 - b. Coordinate all environmental issues with appropriate Federal, State, and Local agencies and perform necessary actions to satisfy those agency's requirements.
 - c. Provide an estimate for a Phase II Environmental Assessment.
 - 2. Analysis of Project Site
 - a. Provide recommendations for locating all amenities listed in the project scope based on user safety and experience, economic feasibility, environmental sustainability, and constructability.
 - 3. Graphics

- a. Provide necessary graphics (plans, perspectives, elevations, details, and renderings) to best illustrate the project.
4. Final Design Criteria
 - a. Develop final design criteria, construction materials and methods, dimensions and site amenities.
5. Preliminary Plan Sets
 - a. Prior to bidding the project, provide five (5) sets of plans for both a 70% and 90% complete Construction Documentation packet for review including specifications and a detailed cost estimate for construction.
6. Pre-Submittal Meetings
 - a. Attend pre-submittal meetings and provide necessary addendums to the submittal.
7. Final Construction Documents
 - a. Provide 5 sets of final construction documents to the owner for bidding [including one (1) electronic copy].
8. Provide project construction management.
- B. As necessary, attend and facilitate meetings with City staff throughout the development of the project.
- C. Note: The future agreements for Construction Documents and Bidding Phase shall follow the attached Sample Professional Engineering Services Agreement.

4. EVALUATION AND AWARD

The City reserves the right to make an award on receipt of initial proposals. Proposers are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Proposals will be opened at the City's Purchasing Office then presented to the appointed selection committee for evaluation. Selection will be determined by the apparent capability of Proposer to meet all the requirements that best meet the needs of the City. The decision of the City's selection committee shall be final and conclusive. Award will be by means of correspondence to the selected Proposer.

The City shall evaluate and select Proposals to provide the required services based on the completed proposal responses. The City shall be the sole judge in determining how the evaluation process shall be conducted and which Proposer shall be considered for award as deemed to be in the best interest of the City. The Evaluation Committee will make their final selections based on the submittals that receive a score of 75% or higher.

The City may conduct such investigations as the City considers necessary to assist in the evaluation of any proposal to establish the responsibility, qualifications, and financial ability of any potential Proposer to perform the services specified under this RFP within the prescribed time.

The evaluation criteria noted are the criteria to be used for evaluation of this RFP. Based on the evaluation process, a rank ordered list of responsive Proposers shall be established. The Proposers shall be rank ordered with the first ranked Proposer being considered the most responsive and the second ranked Proposer being considered the second most responsive. This process shall be continued until all Proposers have been rank ordered.

The City of Pueblo shall evaluate proposals based upon an overall best value determination with the criteria listed in [EVALUATION CRITERIA](#) in relative order of importance.

Interviews. Submittals will be reviewed and the committee will select a preliminary list of Proposers whose submissions appear to satisfy the requirements of this request. Preliminary listed Proposers will be notified of their selection and may be invited to personally interview, which will be scheduled as soon as possible after sufficient review of each submittal. Invited companies' key staff, including the proposed project manager must be in attendance at the interview. Selection of the consultant will be based on interview scores.

Waiver and Release. By submitting a proposal, the Proposer authorizes the City to obtain information concerning the Proposer's performance on other projects it has completed during the prior ten (10) years, including those identified in the submission and those not so identified, of which the City may become aware. By submitting its proposal, the Proposer and sub-Consultants also waives and releases all claims against owners, architects, and engineers, and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning the Proposer's performance on prior projects. In order to effectuate the intent of this clause, each Proposer may be required by the City to execute information release authorization forms, which specifically release all information providers from all claims that arise from or relate to the information provided.

The City shall then determine whether the Consultant proposal with the highest ranking can be accepted as is without negotiations. In the event the City determines that negotiation of the Proposer's proposal

is necessary, the Proposer shall be notified, and the negotiation process will begin. Should the City be unable to negotiate an acceptable service agreement with the highest ranked Proposer then the process described in this paragraph will begin with the second highest ranked Proposer. This process shall continue until a satisfactory service agreement is negotiated or until all negotiations with qualified ranked Proposers is exhausted. The City shall be the sole judge in determining when negotiations are to be concluded.

5. EVALUATION CRITERIA

5.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Statement of Qualifications	Points Based	40 <i>(40% of Total)</i>
2.	References	Points Based	20 <i>(20% of Total)</i>
3.	Project Approach	Points Based	40 <i>(40% of Total)</i>

5.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Fee Schedule	Points Based	70 <i>(70% of Total)</i>
2.	Score from Previous Evaluation (Phase 1)	Points Based	30 <i>(30% of Total)</i>

6. GENERAL REQUIREMENTS & INFORMATION

6.1. Proposal Information, Requests for Clarification, Omissions, and Addenda

All proposal solicitation documents are available via the City's Purchasing Department website at www.pueblo.us/purchasing or the OpenGov portal at <https://procurement.opengov.com/portal/pueblo>. Any changes or revisions to our published solicitation documents will be through written addendum posted on the OpenGov portal. It is entirely the Proposer's responsibility to check for any Addenda that may be available.

Addenda Notification. Proposers are required to register for an account via the City's e-Procurement Portal hosted by OpenGov to receive notifications. Once the Proposer has completed registration, they will receive addenda notifications to their email by clicking "**Follow**" on this project.

It is the Proposer's responsibility to make inquiries concerning this solicitation to obtain clarification of requirements. Should the City omit anything from the RFP which is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, the Proposer submitting the proposal shall secure clarification from the Purchasing Department by Monday, October 9, 2023 at 4:00 pm. Questions presented after this time will not be accepted or answered.

Proposers shall submit all inquiries regarding this bid via the City e-Procurement Portal, located at <https://procurement.opengov.com/portal/pueblo>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City e-Procurement Portal. Proposers may also click "**Follow**" on this project to receive an email notification when answers are posted. It is the responsibility of the Proposer to check the website for answers to inquiries.

6.2. Allegation of Misunderstanding

Proposers shall inform themselves of the conditions of the project site and the requirements of the project's scope of service before submitting their proposal. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the submittal deadline. No Proposer will be heard after the opening of proposals to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation.

6.3. Preparation of Proposal

- A. Submission. It is the responsibility of the Proposer to submit sufficient additional information to allow for a thorough evaluation of the proposal submitted.
- B. References. The City of Pueblo may request a list of at least three references from other companies for which the Proposer has provided same or similar goods and/or services. Consultant's history, personnel, references, quote, and any other information that becomes available to the City may be utilized as determining factors toward award. The City reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the contract after the announcement of the apparent

successful Proposer in order to complete its investigation. The City reserves the right to reject any proposal or to reject all proposals at any time prior to the City's execution of contract, upon good cause and upon the City's finding that it is in the City's best interest.

- C. Delivery Time/Scheduled Service Time. Delivery time stated in the specifications shall apply. Deviations by the Proposer must be stated as an exception on the Vendor Questionnaire. Time, if stated in number of days, will be consecutive calendar days.
- D. Payment Terms. The City's standard payment terms are Net 30; terms of less than thirty (30) days will not be considered. The discount term shall not begin until the goods and/or services have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.
- E. Taxes. The City is exempt from Federal, State and Local taxes; however, the successful Proposer is subject to such taxes on materials used in performing this contract and may not be exempt from such taxes. It is the Proposer's sole responsibility to apply for any State Tax exemptions if applicable to the contract. The City is not responsible for providing assistance in obtaining any tax exemption.
- F. Exception to Specifications. Proposers are to state any exceptions taken to this RFP on the Vendor Questionnaire. If no exceptions are stated, the Proposer is required to furnish the items exactly as specified and to comply with all other requirements of this RFP.
- G. Patent Indemnity. If any item furnished pursuant to any contract resulting from this RFP shall be covered by any patent, copyright, or application for patent or copyright, the Proposer shall defend, indemnify, and save harmless the City from any and all loss, cost or expense or any and all claims, suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- H. Confidentiality. Each proposal shall be open to public inspection, except to the extent the Proposer designates trade secrets, or other proprietary data to be confidential. Material so designated shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated confidential may nevertheless be subject to disclosure to any citizen under the Colorado Open Records Act (CORA), 24-72-201 to 24-72-309, C.R.S. All Proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Consultant. Proposals that are copyrighted or marked "CONFIDENTIAL" in their entirety will be rejected and not receive consideration for award.
- I. The Confirmation of Offer and Understanding MUST be confirmed by an officer of the company legally authorized to bind the company contractually. Proposer's Confirmation of Offer and

Understanding shall serve as acknowledgment that the Proposer is willing to enter into an agreement with the City of Pueblo and be governed by the Terms and Conditions set forth within this solicitation if their proposal is accepted. Proposer acknowledges and accepts that all components of and responses to this RFP will be included in and become a part of the final agreement.

- J. Failure to read the RFP and these instructions will be at the Proposer's own risk. Corrections and/or modifications received after the specified solicitation closing time will not be accepted.
- K. When approximate quantities or dollar amounts are stated, the City reserves the right to increase or decrease the quantity and/or amount as best fits its needs. No service shall be performed or become due unless a Written Agreement or Purchase Order shall first have been issued by the City's Purchasing Department.

6.4. Written Agreement

The selected Proposer shall be required to enter into an agreement with the City in substantially the same form attached hereto as the City's Agreement (see [ATTACHMENTS](#) - Sample Agreement). The Proposer will be required to comply with all applicable Federal and State Standards, orders, and regulations. Proposers must identify in their responsive submittal any provisions of the contract form that they request be modified, together with the proposed modification language. Proposer's Confirmation of Offer and Understanding shall serve as an acknowledgment that the Proposer is willing to enter into the referenced agreement with the City of Pueblo if their Proposal is accepted.

6.5. Term

An initial agreement with the awarded Proposer is anticipated to begin approx. December 1, 2023, and, unless sooner terminated, will terminate in three (3) years. The project may be renewed in two (2) successive one-year periods by a separate written amendment or written notification signed by both parties.

All prices quoted shall be honored for the initial term of the agreement. Upon renewal, requests for increases in prices may not exceed 1) three percent (3%) or, 2) the prior year's United States Bureau of Labor Statistics Consumer Price Index (CPI), whichever of the two options is lower. Price increases greater than this amount will not be considered unless there is an industry-wide price increase.

6.6. Colorado PERA Questionnaire

At time of award, the Proposer shall fill out the questionnaire and submit the completed form to the City as part of the agreement whether PERA applies to them or not. In accordance with the PERA form (available at <https://www.pueblo.us/DocumentCenter/View/19915/PERA-Form>), and if this applies to the Proposer, the Proposer shall reimburse the City for the full amount of any employee contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement.

6.7. Rejection of Proposal

No Proposal shall be accepted from, or contract awarded to, any person, company or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources and experience to perform and complete the work outlined in this RFP. The City reserves the right to request any additional information as needed to make a sound evaluation decision.

6.8. Proposal Ownership/Confidentiality

All Proposals, including inquiries, correspondence, attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Proposer. The Proposer must state specifically what elements of the proposal are to be considered confidential or proprietary and must state the statutory basis for the request under the Public (Open) Records Act. (Section 24-72-201 et seq., C.R.S.). Confidential or Proprietary information must be readily identified, marked, and separated from the rest of the proposal. Co-mingling of confidential or proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (Open) Records Act.

6.9. Suspension and Debarment

Proposer acknowledges that as of the solicitation submittal date, neither the Proposer/Consultant, nor its subcontractor(s), is (1) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government department or agency pursuant to any of the Debarment Regulations, or (2) indicted, convicted or had a Judgment rendered against the Consultant, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Proposer/Consultant, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

6.10. Equal Opportunity

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all Proposers shall meet and comply with the following provisions which shall be contained in all municipal contracts:

- A. The Proposer/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. The Proposer/Consultant will take affirmative action in all areas of employment to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. Areas of employment shall mean and include, but shall not be limited to, the following: initial employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, terminations, rates of pay, terms of compensation and selection for training,

including apprenticeship. The Proposer/Consultant will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination and equal employment opportunity paragraph. Failure to subscribe to and accept the nondiscrimination and equal employment requirements of this Chapter shall render a Proposer/Consultant ineligible for a municipal contract award and ineligible to participate in the work for which a municipal contract award is made. (§§1.8.3 and 1.8.4 of the PMC; Ord. No. 4479, 5-22-78)

- B. Federal requirements govern. Whenever the provisions and requirements of this Section (or in any of the specifications) conflict in any way or to any degree with the nondiscrimination and equal employment opportunity requirements of the United States and any such contract under consideration is funded in whole or in part by the United States or is otherwise subject to requirements having the force of law of the United States, such requirements of the United States shall govern and control. (Ord. No. 4479, 5-22-78)

6.11. Statement of Noncommitment

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Proposer. The City assumes no liability for any costs incurred by Proposers throughout the entire selection process or should the project be cancelled. Issuance of this RFP does not commit the City of Pueblo to award a contract. The City of Pueblo reserves the right to reject any or all proposals and to re-advertise should the need arise. All proposals will become property of the City.

6.12. Disqualification of Proposal

The City reserves the right to reject a proposal for, including but not limited to, any one or more of the following circumstances:

- A. The Proposer has failed to comply with previous contractual commitments or bids to the City.
- B. In the opinion of the City, the Proposer is not capable of providing the offered goods and/or services as offered/required by the RFP or is otherwise not responsible.
- C. The Proposer has not provided sufficient or detailed information, which allows for the evaluation of the bid/proposal.
- D. In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The Proposer failed to properly fill in any space on the attached forms and/or documents where information or a signature is required.
- F. The Proposer failed to submit with their proposal (if required) other material requirements of the RFP or has otherwise submitted a non-responsive proposal.
- G. There are unauthorized additions, conditions, alternate bids/proposals, or other irregularities of any kind, which might make the bid/proposal incomplete, indefinite, or ambiguous in meaning.

H. The Purchasing Agent determines that a proposal contains any misrepresentations whatsoever.

6.13. Minor or Technical Irregularities

Minor or technical irregularities in a proposal may be waived provided there is no effect on price, quality, or quantity. Clerical errors in a proposal may be corrected, if permitted by the Purchasing Agent and are in the best interest of the City.

6.14. Proposal Evaluation & Analysis

The City reserves the right to analyze, examine and interpret any proposal for a minimum period of ninety (90) consecutive calendar days after the scheduled opening date. Proposals may not be rescinded during this period except for good cause and with the written approval of the Purchasing Agent. In those situations where the analysis/evaluation exceeds the ninety (90) consecutive calendar days, Proposers may withdraw their proposals from consideration, or may extend their proposal by written approval from the Proposer.

6.15. City of Pueblo Licensing Requirements

Per City of Pueblo Municipal Ordinance Sections 9-1-2 and 14-4-21, any and all businesses that operate within the City are mandated to be licensed. For questions regarding licensing requirements or to obtain a licensing application please contact the Sales Tax Division at (719) 553-2659. Refer to the Sales Tax Letter in [ATTACHMENTS](#).

6.16. Insurance and Indemnity

Proposer's Confirmation of Offer and Understanding shall serve as acknowledgment that the Proposer has read Section 9 of the attached sample agreement (refer to [ATTACHMENTS](#) - Sample Agreement) and agrees that they are in compliance, or will be upon award of the agreement, with these provisions.

Insurance must also be provided for each future Professional Services and Professional Engineering Services Agreement(s) as assigned.

6.17. Compliance With Immigration Reform and Control Act of 1986

By submitting a bid, the Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

6.18. Contact Persons

Consultant shall designate two people (the primary contact and an alternate) responsible for the project under this contract. The names, addresses, and telephone numbers of such person(s) shall be provided to the City and shall be kept current at all times.

6.19. Invoices and Payments

The Consultant shall submit an accurate invoice for each phase or as approved for partial payment by Project Manager. Invoices shall refer to the City's Purchase Order Number and shall be itemized unless otherwise specified in this RFP. Email invoices to aahrens@pueblo.us; invoices mailed or provided to any

other entity will result in a delay in making payment. Consultants are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the City's Finance Department, Accounts Payable at 719-553-2648.

6.20. Default/Termination for Cause

If, through any cause, the Consultant fails to fulfill the obligations under any contract resulting from this RFP in a timely and proper manner, or if the Consultant violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Consultant of such violations in writing and allow a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts, and, if applicable, to purchase the required goods and/or services from another source or sources. The City shall provide written notice to the Consultant specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

If a contract resulting from this RFP is canceled, the Consultant shall not be relieved of liability for damages caused by its breach of the contract. The City reserves the right to recover such damages, including, but not limited to, any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Consultant or any other legal method available. In addition, the Consultant may be removed from the Purchasing Department Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

6.21. Termination for the Convenience of the City

- A. The City may terminate any contract resulting from this RFP, at any time, by providing the Consultant with a thirty (30) day written notice of such termination. In such event, the Consultant shall be paid under the terms of the agreement/contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.
- B. The City may terminate any agreement/contract resulting from this RFP at any time upon written notice and subject to the terms and conditions of the standard form agreement.

6.22. Termination for Lack of Appropriations

Funding for the Contract resulting from this RFP must be appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this RFP, continuation of the contract beyond the end of any fiscal year is contingent upon City Council appropriating necessary funds. If sufficient appropriations are not made, the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Consultant. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the Contract will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final.

7. PRICING PROPOSAL

HOURLY RATES

These rates will be utilized for future awarded projects through the initial term of the agreement.

Line Item	Description	Unit of Measure	Unit Cost
1	Principal	Per Person Per Hour	
2	General Manager	Per Person Per Hour	
3	Team Leader	Per Person Per Hour	
4	Construction Manager	Per Person Per Hour	
5	Senior Project Manager	Per Person Per Hour	
6	Project Manager	Per Person Per Hour	
7	Project Lead	Per Person Per Hour	
8	Project Coordinator	Per Person Per Hour	
9	QA/QC Manager	Per Person Per Hour	
10	Principal Engineer	Per Person Per Hour	
11	Senior Engineer	Per Person Per Hour	
12	Project Engineer	Per Person Per Hour	
13	Design Engineer	Per Person Per Hour	

Line Item	Description	Unit of Measure	Unit Cost
14	Assistant Project Engineer	Per Person Per Hour	
15	Engineer In Training	Per Person Per Hour	
16	Senior Planner	Per Person Per Hour	
17	Senior Project Planner	Per Person Per Hour	
18	Project Planner	Per Person Per Hour	
19	Senior Landscape Architect	Per Person Per Hour	
20	Senior Project Landscape Architect	Per Person Per Hour	
21	Project Landscape Architect	Per Person Per Hour	
22	Associate Landscape Architect	Per Person Per Hour	
23	Assistant Landscape Architect	Per Person Per Hour	
24	Senior Designer	Per Person Per Hour	
25	Advanced Design Technician	Per Person Per Hour	
26	Design Manager	Per Person Per Hour	
27	Design Technical Manager	Per Person Per Hour	
28	Designer	Per Person Per Hour	

Line Item	Description	Unit of Measure	Unit Cost
29	Design Associate	Per Person Per Hour	
30	Senior Construction Inspector	Per Person Per Hour	
31	Construction Inspector	Per Person Per Hour	
32	Building Inspector	Per Person Per Hour	
33	Senior Technician	Per Person Per Hour	
34	Technician	Per Person Per Hour	
35	CAD Manager	Per Person Per Hour	
36	Drafting Manager	Per Person Per Hour	
37	Advanced Drafter	Per Person Per Hour	
38	Intermediate Drafter	Per Person Per Hour	
39	Drafter	Per Person Per Hour	
40	Land Survey Manager	Per Person Per Hour	
41	Land Surveyor	Per Person Per Hour	
42	Survey Technician	Per Person Per Hour	
43	One-Man Survey	Per Person Per Hour	

Line Item	Description	Unit of Measure	Unit Cost
44	Two-Man Survey Crew	Per Person Per Hour	
45	GIS Analyst	Per Person Per Hour	
46	Technical Writer	Per Person Per Hour	
47	Expert Witness	Per Person Per Hour	
48	Industry Expert	Per Person Per Hour	
49	Intern	Per Person Per Hour	
50	Senior Business Consultant	Per Person Per Hour	
51	Senior Administrative Assistant	Per Person Per Hour	
52	Administrative Office Manager	Per Person Per Hour	
53	Administrative Office Coordinator	Per Person Per Hour	
54	Administrative Assistant	Per Person Per Hour	
55	Clerical	Per Person Per Hour	
56	Network Administrator	Per Person Per Hour	
57	Marketing Specialist	Per Person Per Hour	

HOURLY RATES - IF POSITION IS NOT LISTED ABOVE

These rates will be utilized for future awarded projects through the initial term of the agreement.

Line Item	Description	Position	Unit of Measure	Unit Cost
58	Please enter Position (Job Title)		Per Person Per Hour	
59	Please enter Position (Job Title)		Per Person Per Hour	
60	Please enter Position (Job Title)		Per Person Per Hour	
61	Please enter Position (Job Title)		Per Person Per Hour	
62	Please enter Position (Job Title)		Per Person Per Hour	
63	Please enter Position (Job Title)		Per Person Per Hour	
64	Please enter Position (Job Title)		Per Person Per Hour	
65	Please enter Position (Job Title)		Per Person Per Hour	
66	Please enter Position (Job Title)		Per Person Per Hour	
67	Please enter Position (Job Title)		Per Person Per Hour	

REIMBURSABLE EXPENSES

These rates will be utilized for future awarded projects through the initial term of the agreement.

Line Item	Description	Unit of Measure	Percentage
68	Mileage/Travel	Cost Plus Percent	
69	Reimbursable Expenses	Cost Plus Percent	
70	Subconsultants	Cost Plus Percent	

ADDITIONAL REIMBURSABLES

These rates will be utilized for future awarded projects through the initial term of the agreement.

Line Item	Description	Unit of Measure	Unit Cost
71	Reproduction	Each	
72	Prints (11" x17", 18" x 24")	Each	
73	Prints (24" x 36")	Each	

8. **VENDOR QUESTIONNAIRE**

8.1. Confirmation of Offer and Understanding*

By confirming below, the Proposer, having carefully read and considered the Request for Proposal (RFP) for the above referenced project, does hereby offer to provide such goods and services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached RFP. All goods and services shall be provided at the rates set forth in submitted proposal or as negotiated by all involved parties.

Proposer acknowledges that the company is qualified to provide these types of goods and services. At any time during the selection and award process, the City may request information substantiating the indicated requirements. Failure to provide this information may result in a proposal being declared non-responsive. Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the final agreement by reference.

By confirming below, the Proposer further states that this Proposal is made in good faith and that the prices offered were independently developed and are not founded on, or in consequence of, any collusion, agreement or understanding between themselves or any other interested party.

By confirming below, Proposer certifies that they are an officer or duly authorized agent of the Proposer's company with full power and authority to submit binding offers for the goods or services as specified.

☐ Please confirm

*Response required

8.2. Name, Title, and Contact Information*

Please provide the name, title, and contact information (including phone number and email address) for the person providing the Confirmation of Offer and Understanding.

*Response required

8.3. Proposal*

Please upload your proposal in response to this RFP.

The proposal should mirror the PROPOSAL FORMAT AND REQUIRED RESPONSES section of the Request for Proposal and must include all the items set forth in this section of the RFP.

*Response required

8.4. SAM.gov Unique Entity ID*

Please enter the company's SAM.gov Unique Entity ID.

*Response required

8.5. Complete the Required Funding Form. *

Please download the document below, complete, and upload.

- [Certification Regarding Byr...](#)

*Response required

8.6. [Specifications/Agreement Exceptions](#)

8.6.1. [SPECIFICATION/AGREEMENT EXCEPTIONS](#) *

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City to ferret out information concerning the materials, which you intend to furnish.

☐ I DO NOT meet the specifications as listed in this RFP

☐ I DO meet specifications

*Response required

8.6.2. [List Exceptions \(if any\) to Specifications and Agreement](#)*

If you selected "I DO NOT meet..." to the question above, please list your exceptions to the specifications and/or form of agreement in the space below. For exceptions to the form of agreement, list section number with proposed revision.

If you selected "I DO meet specifications" to the question above, please enter "None" in the space below.

Note: Proposals for goods and/or services not meeting specifications may be considered by the City; however, all deviations must be listed.

*Response required

8.7. [Has/is this firm or any officer or partner of this firm:](#)

8.7.1. [Convicted of a criminal offense](#)*

Been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract?

☐ Yes

☐ No

*Response required

8.7.2. [Convicted under state or federal statutes](#)*

Been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor?

☐ Yes

☐ No

*Response required

8.7.3. [Convicted under state or federal antitrust statutes](#)*

Been convicted under state or federal antitrust statutes arising out of the submission of bids or proposals?

- ☐ Yes
☐ No

*Response required

8.7.4. Failed to perform*

Failed to perform or unsatisfactorily performed in accordance with the terms of one (1) or more contracts with public or private entities within the previous five (5) years?

- ☐ Yes
☐ No

*Response required

8.7.5. Suspension or Debarment*

Currently under suspension or debarment by the City or any other governmental entity which is based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity?

- ☐ Yes
☐ No

*Response required

8.7.6. Unqualified*

Unqualified or financially unable to timely perform the work?

- ☐ Yes
☐ No

*Response required

8.7.7. Unlicensed *

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

- ☐ Yes
☐ No

*Response required

8.7.8. Delinquent*

Delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists?

- ☐ Yes
☐ No

*Response required

8.7.9. Confirmation *

By acknowledging and confirming below Proposer affirms that all answers to the above questions are true and binding. If the City finds verifiable information from another source that conflicts with the responses provided, Proposer's submittal will be rejected.

Please confirm your acknowledgment of the above statement and questions.

☐ Please confirm

*Response required

9. SPECIAL FUNDING REQUIREMENTS

9.1. Special Funding Contract Requirements

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements.

This bid attachment shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see section below).
3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

9.2. Remedies

Applicable to all contracts/agreements in excess of \$250,000; 2 CFR, Part 200, Appendix II(A)

- A. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.
- C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

9.3. Termination for Cause and Convenience

Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)

- A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.
- B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

9.4. Equal Employment Opportunity

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.5. Rights to Inventions Made Under a Contract/Agreement

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

If the Contractor qualifies as a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the federal funding contract, the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

9.6. Clean Air Act and The Federal Water Pollution Control Act

Contracts in excess of \$150,000; 2 CFR, Part 200, Appendix II(G)

A. Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

B. Federal Water Pollution Control Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

9.7. Debarment and Suspension

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

- A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.8. Byrd Anti-lobbying Amendment

Award of \$100,000 or more; 2 CFR, Part 200, Appendix II(I)

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9.9. Procurement of Recovered Materials

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

- A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - 2. Meeting contract performance requirements.
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

9.10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

The Contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

9.11. Domestic Preferences for Procurement

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

9.12. Access to Records

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

- A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

9.13. Changes

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

- A. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
- B. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

9.14. Department of Homeland Security Seal, Logo, and Flags

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

9.15. Compliance with Federal Law, Regulations, and Executive Orders

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

9.16. No Obligation by Federal Government

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

9.17. Fraud and False or Fraudulent or Related Acts

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.



Director of Finance

One City Hall Place
Pueblo, CO 81003

Sales Tax Division

Valerie A. Palumbo
Tax Audit Manager

Phone (719) 553-2659
Fax (719) 553-2657
saletax@pueblo.us

January 1, 2022

Dear Applicant:

Per the City of Pueblo Municipal Ordinance any/all businesses that operate within the City of Pueblo are mandated to be licensed.

Please see the following Ordinance(s):

Title XIV, Chapter 4, Art. II, Sec. 14-4-21. – Definitions

(8.5) *Economic nexus* means the connection between the City and a person not having a physical nexus in the State of Colorado, which connection is established when the person or marketplace facilitator makes retail sales into the City, and:

- (a) In the previous calendar year, the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in C.R.S. § 39-26-102(3)(c), as amended; or
- (b) In the current calendar year, 90 days has passed following the month in which the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in C.R.S. § 39-26-102(3)(c), as amended.

This definition does not apply to any person who is doing business in this state but otherwise applies to any other person.

(9) *Engaged in business in the City* means performing or providing taxable services in the City or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the City. Such term includes, but is not limited to, any one of the following activities by a person:

- (a) Maintaining a building, store, office, salesroom, warehouse or other place of business within the City either directly, indirectly or through a subsidiary;
- (b) Sending one (1) or more employees, agents or commissioned salespersons into the City to solicit business or to demonstrate, install, assemble, repair, service or assist in the use of its products, or for other business reasons;
- (c) Maintaining one (1) or more employees, agents or commissioned salespersons on duty at a location within the taxing jurisdiction;
- (d) Owning, leasing, renting or otherwise exercising control over real or personal property within the City;
- (e) Retailer or vendor in the state of Colorado making more than one (1) delivery into the City within any twelve-month period;
- (f) Making retail sales sufficient to meet the definitional requirements of economic nexus as set forth in Subsection 8.5 of this Section.

Title IX, Chapter 1, Sec. 9-1-2. – Application.

(a) **Compliance Required.** It shall be unlawful and a Class 1 municipal offense for any person, either directly or indirectly, to conduct any business or nonprofit enterprise, or to use in connection therewith any vehicle, premises, machine or device, in whole or in part, for which a license, or permit is required by this Code or any law or ordinance of this City, without a license or permit therefor being first procured and kept in effect at all such times as required by this Code or other law or ordinance of the City.

If you have any questions or would like to obtain a license application, please contact the Sales Tax Division at 719.553.2659.

Valerie A. Palumbo

Valerie A. Palumbo
Tax Audit Manager

SAMPLE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND LEGAL NAME OF ENGINEER/ARCHITECT

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and _____ Legal name of Engineer/Architect and business license registration (hereinafter referred to as "Consultant") a professional _____ firm, for Consultant to render certain professional _____ Type of service to be provided _____, and related services for Owner in connection with Bid _____, hereinafter referred to as the "Project."

In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. GENERAL

Consultant shall satisfactorily perform professional Engineering/Architectural services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

- ☐ - Study and Report Phase
- ☐ - Preliminary Design (Schematic) Phase
- ☐ - Final Design Phase
- ☐ - Construction Documents and Bidding Phase
- ☐ - Construction Phase

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional consulting services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incidental to its work on the Project.
- C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 – "Scope of Services" and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.
- D. Professional consulting services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the

same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered Type of Consultant/Remove if not applicable.

- E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any consulting services provided under this Agreement shall be performed under the direction and supervision of registered/licensed Type of Consultant/Remove if not applicable in the State of Colorado.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase.

If Consultant is to provide professional services with respect to the Project during the Study and Report Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City to determine his requirements for the Project and review available data. Advise City as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.
- B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- D. Provide general economic analysis of City's requirements applicable to various alternatives.
- E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional copies as needed for no additional charge.

2.2. Preliminary Design (Schematic) Phase

If Consultant is to provide professional services with respect to the Project during the Preliminary Design (Schematic) Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.

- B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.
- E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.3. Final Design Phase

If Consultant is to provide professional services with respect to the Project during the Final Design Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.
- B. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.
- C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.
- D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

- E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Construction Documents and Bidding Phase

If Consultant is to provide professional services with respect to the Project during the Construction Documents and Bidding Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.
- B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.
- C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.
- D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.
- E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

2.5. Construction Phase

If Consultant is to provide professional services with respect to the Project during the Construction Phase, after award by the City of a general contractor for construction of the Project, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.

- B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.
- C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.
- D. Promptly advise the City in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.
- E. Reject any work on the Project that does not conform to the contract documents.
- F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.
- G. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.
- H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.
- I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.
- J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.
- K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.
- L. The Consultant shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the City or Contractor, the Consultant shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and

decisions of the Consultant shall be final and binding on the Contractor and City, unless the Director of Public Works of the City shall, within seven calendar days after receipt of the Consultant's interpretation or decision, file its written objections thereto with the Consultant and Contractor.

2.6. Additional Responsibilities

This section applies to all phases of Consultant's work:

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.
- B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.
- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.
- F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.
- G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (i) that Consultant considers the work beyond the scope of this Agreement, (ii) the reasons the Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

- A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.
- B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.
- C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.
- D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable

time. The City's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of his work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.
- H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – "Scope of Services" and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed TBD in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided

that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Contractor shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Contractor shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Contractor expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to

compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All designs, drawings, specifications, technical data, and other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event City uses the designs, drawings or specifications provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such designs, drawings or specifications for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Access to Property Not Under City's Control

Consultant acknowledges that the Project may require access to property not under the control of City at the time of execution of this Agreement. Consultant and Consultant's employees and consultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. City shall assist Consultant in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Consultant understands and agrees that entry to properties not under City's control may require Consultant to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo Department, Director, Address and Consultant, Contact Person, Address. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of *Bid* _____ are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.7. Subcontracts

- A. Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

7.8. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.9. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.10. Choice of Law and Venue

This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

7.11. Severability

If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.12. Appropriations

Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

8. DISPUTES

- A. Any dispute or disagreement between Consultant and City arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and decided by the City's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.

- B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

- A. *Remove this section if not needed*
- B. Consultant understands that City may be funding the Project in whole or part with funds provided by [Name of funding agency and or grant title]. Consultant agrees it is subject to and shall comply with all applicable provisions of said [Name of funding agency and or grant title] for which the contract award has been made and applicable regulations.
- C. Consultant shall comply with the attached [Title of attached requirement clauses] and any/all other Federal, State, and local laws applicable to its activities.
- D. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or [Name of funding agency and or grant title] at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
- E. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, his employees, subcontractors, and consultants.

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed,

Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed

by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

13. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

14. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of ____ pages.
- Schedule 2 - "Fee Schedule" consisting of ____ pages.
- Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of ____ pages.
- [Add additional Schedules as needed]

15. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

Title: _____

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION LEGAL NAME OF CONSULTANT

By _____ By _____
Naomi Hedden, Director of Purchasing (SIGNER, TITLE)

Attest _____ [SEAL]
Marisa Stoller, City Clerk

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Robert P. Jagger, City Attorney

Attachments: Schedule 1 - Scope of Services
 Schedule 2 - Fee Schedule
 Schedule 3 - Project Schedule
 Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
 [Add additional schedules as needed]
 Additional Information

SAMPLE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND LEGAL NAME OF CONSULTANT

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and _____ Legal name of Consultant and business license registration (hereinafter referred to as "Consultant") a professional _____ firm, for Consultant to render certain professional _____ Type of service to be provided _____, and related services for Owner in connection with Bid _____, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. GENERAL

Consultant shall satisfactorily perform professional Type of service to be provided services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

Replace as needed:

- ☐ - Study and Report Phase
- ☐ - Preliminary Design (Schematic) Phase
- ☐ - Final Design Phase
- ☐ - Construction Documents and Bidding Phase
- ☐ - Construction Phase

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional consulting services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incidental to its work on the Project.
- C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 – "Scope of Services" and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.
- D. Professional consulting services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the

same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered Type of Consultant/Remove if not applicable.

- E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any consulting services provided under this Agreement shall be performed under the direction and supervision of registered/licensed Type of Consultant/Remove if not applicable in the State of Colorado.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Insert from Section 3 of RFP, list phases as applicable.

2.2. Additional Responsibilities

This section applies to all phases of Consultant's work:

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.
- B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.

- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.
 - 1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.
- F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.
- G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (i) that Consultant considers the work beyond the scope of this Agreement, (ii) the reasons the Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

- A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit

information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.

- B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.
- C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.
- D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of his work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.
- H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Scope of Services” and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed TBD in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Contractor shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Contractor shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Contractor expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All designs, drawings, specifications, technical data, and other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event City uses the designs, drawings or specifications provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such designs, drawings or specifications for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Access to Property Not Under City's Control

Consultant acknowledges that the Project may require access to property not under the control of City at the time of execution of this Agreement. Consultant and Consultant's employees and consultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. City shall assist Consultant in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Consultant understands and agrees that entry to properties not under City's control may require Consultant to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo Department, Director, Address and Consultant, Contact Person, Address. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of *Bid* _____ are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.7. Subcontracts

- A. Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms

of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

- B. Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

7.8. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.9. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.10. Choice of Law and Venue

This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

7.11. Severability

If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.12. Appropriations

Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

8. **DISPUTES**

- A. Any dispute or disagreement between Consultant and City arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and decided by the City's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.
- B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

9. **REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS**

- A. *Remove this section if not applicable.*
- B. Consultant understands that City may be funding the Project in whole or part with funds provided by [Name of funding agency and or grant title]. Consultant agrees it is subject to and shall comply with all applicable provisions of said [Name of funding agency and or grant title] for which the contract award has been made and applicable regulations.
- C. Consultant shall comply with the attached [Title of attached requirement clauses] and any/all other Federal, State, and local laws applicable to its activities.
- D. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or [Name of funding agency and or grant title] at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
- E. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, his employees, subcontractors, and consultants.

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.

- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

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This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION LEGAL NAME OF CONSULTANT

By _____ By _____
Naomi Hedden, Director of Purchasing (SIGNER, TITLE)

Attest _____ [SEAL]
Marisa Stoller, City Clerk

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Robert P. Jagger, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
[Add additional schedules as needed]
Additional Information

Prepared for City of Pueblo Wastewater Department

City of Pueblo Water Reclamation Master Plan

May 2015



Prepared by

Brown AND Caldwell

City of Pueblo Water Reclamation Master Plan

Prepared for
City of Pueblo Wastewater Department
Pueblo, Colorado
May 2015

City of Pueblo Water Reclamation Master Plan

Prepared for
City of Pueblo Wastewater Department
May 2015

FINAL



1527 Cole Boulevard, Suite 300
Lakewood, CO 80401

Table of Contents

List of Figures	viii
List of Tables	ix
List of Abbreviations	xi
Executive Summary	xiv
Management Objectives and Policies.....	xiv
Drivers for Improvements	xv
Regulatory Requirements.....	xvi
Aging Infrastructure	xvi
Increased Loading	xvii
Health and Safety	xvii
Recommended Long-Range Plan.....	xvii
1. Introduction	1-1
1.1 Document Layout.....	1-1
1.2 Background and History	1-2
1.3 Drivers for Capital Improvements	1-2
1.3.1 Regulatory Requirements	1-2
1.3.2 Aging Infrastructure.....	1-3
1.3.3 Increased Loading.....	1-3
1.3.4 Health and Safety.....	1-3
1.4 Implementation Schedule	1-3
2. Management Objectives and Policies.....	2-1
3. Planning Area Characteristics	3-1
3.1 Population and Service Area	3-1
3.2 Wastewater Reuse.....	3-1
4. Water Quality Management Objectives	4-1
4.1 Water Quality of Receiving Water	4-1
4.2 Watershed Issues	4-1
4.3 Watershed Groups.....	4-2
4.4 Current Discharge Permit.....	4-3
4.4.1 Antidegradation	4-6
4.4.2 Mixing Zones.....	4-6
4.4.3 Ammonia Study	4-6
4.5 Future Regulatory Considerations	4-6
4.5.1 Selenium and Sulfate.....	4-7
4.5.2 Discharger Specific Variance.....	4-7
4.5.3 Nutrients	4-8

4.5.4	Nitrite/Nitrate	4-9
4.5.5	Temperature	4-9
4.5.6	Arsenic.....	4-9
4.5.7	Ammonia Mussel Criteria.....	4-9
4.5.8	Cyanide	4-10
4.5.9	Contaminants of Emerging Concern	4-10
4.5.10	Nonylphenol.....	4-10
4.5.11	Conductivity	4-11
4.5.12	Copper.....	4-11
4.5.13	Chloride.....	4-11
4.5.14	E. Coli	4-11
4.6	Stormwater.....	4-12
4.7	Subterranean Dewatering.....	4-12
4.8	Industrial Pretreatment Program.....	4-12
4.8.1	Cyanide and Ammonia	4-13
4.8.2	Fats, Oils, and Grease	4-13
4.9	Summary	4-13
5.	Telecommunications and Automation Infrastructure	5-1
5.1	Laboratory Information Management System	5-1
5.2	Supervisory Control and Data Acquisition.....	5-1
5.3	WRF Operations Data System and Business Network Infrastructure	5-2
5.4	Security System	5-2
5.5	Suggested Automation Infrastructure Improvements.....	5-2
6.	Supporting Utilities.....	6-1
6.1	Sustainability and Energy Conservation.....	6-1
6.1.1	Energy Efficiency	6-1
6.1.2	Greenhouse Gas Emissions.....	6-1
6.2	Electrical Systems.....	6-1
6.2.1	Redundancy and Reliability	6-1
6.2.2	Main Utility Feeds.....	6-2
6.3	Natural Gas	6-2
6.4	Solar Power	6-2
6.5	Biogas.....	6-2
6.6	Potable Water	6-3
7.	Existing Conveyance System	7-1
7.1	Collection System	7-1
7.2	Major Lift Stations	7-1
8.	Wastewater Characteristics.....	8-1
8.1	2006 Master Plan Wastewater Characteristics.....	8-1
8.2	Data Comparison	8-1

8.3	Population Projections.....	8-2
8.4	Projected Flows and Loadings	8-4
8.4.1	Flow Projections	8-6
8.4.2	BOD ₅ Loading Projections.....	8-6
8.4.3	TSS Loading Projections	8-7
8.4.4	Flows and Loading Summary.....	8-8
9.	Existing Treatment Facilities.....	9-1
9.1	Historical Development of the WRF Site	9-1
9.1.1	1939–88	9-1
9.1.2	1989 Facility Upgrades	9-3
9.1.3	2003 Facility Upgrades	9-3
9.1.4	2013 Facility Upgrades	9-3
9.1.5	2016 Facility Upgrades	9-4
9.2	Description of Existing Facilities	9-4
9.2.1	Liquid Stream Overview	9-5
9.2.2	Solid Stream Overview	9-5
9.2.3	Facilities Data	9-5
9.3	Preliminary Treatment Facilities	9-11
9.4	Liquid Stream Process	9-11
9.4.1	Primary Treatment.....	9-11
9.4.2	Secondary Treatment.....	9-11
9.4.3	Ultraviolet Disinfection	9-12
9.5	Solids Stream Process.....	9-12
9.5.1	Grit Washing and Screenings	9-12
9.5.2	Gravity Thickener.....	9-12
9.5.3	Dissolved Air Flotation Thickeners	9-13
9.5.4	Anaerobic Digesters	9-13
9.5.5	Sludge Dewatering Centrifuges	9-14
9.5.6	Drying Beds.....	9-14
10.	Air Emissions and Odor Control.....	10-1
10.1	Permits and Regulations	10-1
10.2	Sources.....	10-1
10.3	Odor Control	10-1
10.4	Septage Receiving	10-2
10.4.1	Current System	10-2
10.4.2	Potential System Improvements	10-2
10.5	Headworks	10-2
10.5.1	Current System	10-2
10.5.2	Potential System Improvements	10-2
10.6	Aeration Basins.....	10-3

10.6.1	Current System	10-3
10.6.2	Potential System Improvements	10-3
10.7	Primary Clarifiers	10-3
10.7.1	Current System	10-3
10.7.2	Potential System Improvements	10-3
10.8	Gravity Thickener	10-3
10.8.1	Current System	10-3
10.8.2	Potential System Improvements	10-3
10.9	Anaerobic Digesters.....	10-3
10.9.1	Current System	10-4
10.9.2	Potential System Improvements	10-4
10.10	Centrifuge Dewatering.....	10-4
10.10.1	Current System	10-4
10.10.2	Potential System Improvements	10-4
10.11	Drying Beds	10-4
10.11.1	Current System	10-4
10.11.2	Potential System Improvements	10-4
10.12	Summary	10-5
11.	Basis of Project/Program Development	11-1
11.1	Planning and Design Considerations	11-1
11.1.1	Regulatory Compliance	11-2
11.1.2	Reliability and Redundancy	11-2
11.1.3	Health and Safety	11-2
11.1.4	Use of Existing Facilities.....	11-2
11.2	Basis of Capital Cost Estimating.....	11-3
11.2.1	Basis of Capital Cost Estimating	11-3
11.2.2	Construction Costs	11-3
11.2.3	Construction Cost Index	11-3
11.2.4	Contingencies	11-3
11.2.5	Regulatory Agency Coordination, Engineering, and Administration	11-4
12.	Liquid Treatment System.....	12-1
12.1	Planning Considerations	12-1
12.1.1	Future Regulatory Requirements	12-1
12.1.2	Future Flows and Loads.....	12-2
12.2	Hydraulic Capacity	12-3
12.2.1	Current and Design Flows.....	12-3
12.2.2	Model Description	12-4
12.2.3	Key Assumptions.....	12-5
12.2.4	Modeling Results.....	12-5
12.2.5	Hydraulic Capacity Summary	12-6

12.3	Process Model	12-7
12.4	Process Alternatives Evaluation for Regulation 85	12-8
12.4.1	Alternative 1: Existing Liquid Process Configuration.....	12-9
12.4.2	Alternative 2: Existing Liquid Process with Supplemental Carbon.....	12-9
12.4.3	Alternative 3: Expansion of PAAR Reactors and Supplemental Carbon	12-9
12.4.4	Alternative 4: Modifications to the PAAR Reactor	12-10
12.4.5	Alternative 5: Low DO Aeration Control.....	12-10
12.4.6	Alternative 6: Ammonia-based Aeration Control (ABAC) and Ammonia versus NOx (AVN) Aeration Control.....	12-12
12.4.7	Alternative 7: Elimination of Anaerobic Zones with Low DO Aeration Control.	12-13
12.4.8	Alternative 8: Elimination of Anaerobic Zones with Ammonia-based Aeration Control.....	12-13
12.5	Regulation 85 Alternative Results Summary	12-13
12.6	Cost Analysis of Regulation 85 Alternatives	12-16
12.6.1	Net Present Value Analysis	12-16
12.6.2	Cost Analysis Summary	12-16
12.7	Process Alternatives Evaluation for Regulation 31	12-17
12.7.1	Nitrogen Removal Options	12-17
	Supplemental Carbon Addition Alternatives	12-18
12.7.2	Phosphorus Removal Options	12-22
12.7.3	Regulation 31 Optimization Options	12-24
12.7.4	Summary of Alternatives to Meet Regulation 31	12-26
12.8	Cost Analysis of Regulation 31 Alternatives	12-28
12.8.1	Net Present Value Analysis	12-28
12.8.2	Cost Analysis Summary	12-29
12.9	Recommended Future Liquid Treatment System.....	12-29
12.9.1	Regulation 85	12-29
12.9.2	Regulation 31	12-30
13.	Solids Treatment System	13-1
13.1	Planning Considerations	13-1
13.1.1	Regulatory Considerations.....	13-1
13.1.2	Projected Flows and Loadings	13-2
13.2	Description of Dewatering Alternatives	13-4
13.2.1	Centrifuge	13-4
13.2.2	Belt Filter Press	13-6
13.2.3	Screw Press	13-8
13.2.4	Rotary Fan Press	13-9
13.2.5	Struvite Formation.....	13-11
13.3	Design Details for Dewatering Alternatives.....	13-12
13.3.1	Centrifuges.....	13-13
13.3.2	Belt Filter Presses	13-15

13.3.3	Screw Presses	13-15
13.3.4	Rotary Fan Presses	13-16
13.4	Description of Drying Alternatives	13-18
13.4.1	Drying Beds.....	13-18
13.4.2	Solar Drying.....	13-18
13.5	Design Details for Drying Alternatives	13-20
13.5.1	Drying Beds.....	13-20
13.5.2	Solar Drying.....	13-20
13.5.3	Layouts.....	13-21
13.6	Economic Assessment of Alternatives	13-22
13.6.1	Dewatering Technologies.....	13-22
13.6.2	Combined Dewatering and Drying Alternatives.....	13-23
13.6.3	Economic Analysis.....	13-24
13.7	Summary and Recommendation	13-25
14.	Recommended Long-Range Plan.....	14-1
14.1	Recommended Actions, Tests, and Studies	14-1
14.2	Recommended Capital Projects	14-3
14.3	Project Descriptions.....	14-5
14.3.1	Chemical Storage and Feed – Regulation 85	14-5
14.3.2	Aeration Improvements and Hydrocyclones – Regulation 85	14-5
14.3.3	Dynasand D2 Filters or CoMag + MBBR System (Regulation 31).....	14-6
14.3.4	Electrical Upgrade P2.....	14-6
14.3.5	Electrical Upgrade P3.....	14-6
14.3.6	Electrical Upgrade P4.....	14-7
14.3.7	Electrical Upgrade P5.....	14-7
14.3.8	Electrical Upgrade P6.....	14-7
14.3.9	Electrical Upgrade P7.....	14-8
14.3.10	Raw Sewage Screw Pump Replacement	14-8
14.3.11	Drying Bed Expansion	14-8
14.3.12	Centrifuge and Polymer Feed System Replacement.....	14-9
14.3.13	Gravity Thickener Pump Replacement.....	14-9
14.3.14	Primary Digesters Cover Replacement	14-9
15.	Limitations	15-1
16.	References	16-1
	Appendix A: TM1 Regulatory Drivers.....	A-1
	Appendix B: TM2 Liquid Stream Process – Analysis and Alternatives Evaluation.....	B-1
	Appendix C: TM3 Solid Stream Process – Analysis and Alternatives Evaluation.....	C-1
	Appendix D: Capital Improvement Project Schedule	D-1

List of Figures

Figure ES-1. Nutrient limit timeline.....	xvi
Figure ES-2. Site plan for future facilities.....	xviii
Figure 3-1. WRF service area boundary	3-2
Figure 4-1. Segment 01a of the Lower Arkansas River Sub-basin	4-2
Figure 7-1. Existing collection system for the WRF	7-3
Figure 8-1. Census population and projected growth	8-3
Figure 8-2. Daily total flow, 2012–January 2014.....	8-5
Figure 8-3. Influent flow: WRF data and projections	8-6
Figure 8-4. Maximum month BOD ₅ loads: WRF data and projections.....	8-7
Figure 8-5. Maximum month TSS loads: WRF data and projections	8-8
Figure 9-1. Aerial view of historical development.....	9-2
Figure 9-2. Process diagram for existing facilities at the WRF	9-4
Figure 9-3. Existing drying bed layout.....	9-15
Figure 12-1. Schematic of a hydrocyclone	12-11
Figure 12-2. Photos of full-scale hydrocyclones	12-11
Figure 12-3. Ammonia-based aeration feedback control (left) and AVN aeration feedback control (right).....	12-12
Figure 12-4. Example Severn Trent Denite® filters.....	12-20
Figure 12-5. Parkson DynaSand general filter schematic.....	12-21
Figure 12-6. Layout of MBBR tank.....	12-21
Figure 12-7. Schematic of CoMag process	12-23
Figure 13-1. Solids mass balance	13-3
Figure 13-2. Solid bowl decanter centrifuge	13-5
Figure 13-3. Centrifuge schematic	13-5
Figure 13-4. Belt filter press.....	13-7
Figure 13-5. BFP schematic	13-7
Figure 13-6. Screw press.....	13-8
Figure 13-7. Screw press schematic	13-9
Figure 13-8. Two-channel RFP	13-10
Figure 13-9. Exploded view of RFP component arrangement.....	13-11
Figure 13-10. Layout for existing Humboldt centrifuges.....	13-13
Figure 13-11. Centrisys layout	13-15
Figure 13-12. Alfa Laval layout	13-15

Figure 13-13. Andritz layout.....	13-15
Figure 13-14. Fournier layout.....	13-17
Figure 13-15. PSI layout.....	13-17
Figure 13-16. Schematic of solar dryers.....	13-19
Figure 13-17. Solar dryer with electric mole.....	13-19
Figure 13-18. Potential layout for Parkson solar dryer system.....	13-22
Figure 14-1. Site plan for future facilities.....	14-4

List of Tables

Table ES-1. Addressing the Management Master Plan Objectives.....	xv
Table ES-2. Recommended CIP Projects.....	xix
Table 2-1. Addressing the Management Master Plan Objectives.....	2-2
Table 4-1. Current Discharge Permit Limits.....	4-4
Table 4-2. Predicted Future Discharge Permit Limits for the 2015 Renewal.....	4-5
Table 4-3. Nutrient Management Control Regulation (Regulation 85).....	4-8
Table 4-4. Nutrient Interim Values (Regulation 31.17).....	4-8
Table 4-5. Summary of Recommendations for Water Quality Drivers.....	4-14
Table 7-1. Collection System Summary.....	7-1
Table 7-2. Lift Station Summary.....	7-2
Table 7-3. Wetwell and Force Main Summary.....	7-2
Table 8-1. 2006 Master Plan Design Wastewater Characteristics.....	8-1
Table 8-2. 2006 Master Plan and 2012–14 Influent WRF Data Comparison.....	8-2
Table 8-3. Population for City of Pueblo.....	8-3
Table 8-4. Annual Rate of Population Change.....	8-4
Table 8-5. Population Projections for City of Pueblo.....	8-4
Table 8-6. Summary of Influent Flow and Load Unit Factors ^a	8-5
Table 8-7. Master Plan Design Values.....	8-9
Table 8-8. Current and Projected Influent Flows and Loadings.....	8-9
Table 9-1. 1989 Facility Upgrades.....	9-3
Table 9-2. WRF Facilities Data.....	9-6
Table 10-1. Odor Sources, Current Control Measures, and Control Suggestions.....	10-2
Table 11-1. Current and Projected Influent Flows and Loadings.....	11-1

Table 11-2. Construction Cost Estimate Levels of Accuracy	11-4
Table 12-1. WRF Permit Limits	12-2
Table 12-2. WRF Flow Projections	12-4
Table 12-3. Units Online	12-5
Table 12-4. PROFILE Hydraulic Modeling Results	12-6
Table 12-5. Future Design Conditions	12-7
Table 12-6. Current WRF Configuration Capacity and Performance	12-8
Table 12-7. Summary of Modeling Results for Regulation 85.....	12-14
Table 12-8. Summary Regulation 85 Costs and Net Present Value.....	12-16
Table 12-9. Example Performance of an MBBR System followed by CoMag®	12-18
Table 12-10. Summary of Sidestream Treatment Alternatives Cost.....	12-25
Table 12-11. Summary of Modeling Results for Regulation 31	12-27
Table 12-12. Regulation 31 20-Year Net Present Value Cost	12-29
Table 12-13. Summary of Recommendations	12-31
Table 13-1. WRF Sludge Production 2013.....	13-2
Table 13-2. Projected Average Annual Flows and Loads	13-4
Table 13-3. Sludge Processing Building Dimensions	13-12
Table 13-4. Centrifuge Design Parameters.....	13-13
Table 13-5. Centrifuge Layout Parameters	13-14
Table 13-6. Rotary Fan Press Design Parameters.....	13-16
Table 13-7. Rotary Fan Press Layout Parameters	13-17
Table 13-8. Parkson Thermo-System Active Solar Dryer® Design Parameters.....	13-21
Table 13-9. Summary of Total Capital Costs, Annual O&M Costs, and Net Present Value.....	13-25
Table 13-10. Cost and NPV Summary of Recommended Alternatives	13-26
Table 14-1. List of Recommendations	14-1

List of Abbreviations

µg/L	microgram(s) per liter	Cr	chromium
°C	degree(s) Celsius	Cu	copper
AA	annual average	DBP	disinfection by-product
AACE	Association for the Advancement of Cost Engineering	Department	City of Pueblo Wastewater Department
AAF	average annual flow	DMR	discharge monitoring report
ABAC	ammonia-based aeration control	DO	dissolved oxygen
AF CURE	Arkansas Fountain Coalition for Urban River Evaluation	DON	dissolved organic nitrogen
Ag	silver	DPAO	denitrifying polyphosphate-accumulating organism
Al	aluminum	dry lb/hr	dry pounds of solids per hour
AOB	ammonia-oxidizing bacteria	DSV	discharger specific variance
As	arsenic	DT	dilutions to threshold
ATO	automatic throw-over	EDC	endocrine-disrupting compound
AVN	ammonia versus NO _x	ENR	Engineering News-Record
BAF	biological anoxic filter	EPA	U.S. Environmental Protection Agency
BC	Brown and Caldwell	Fe	iron
BFP	belt filter press	Fe ₂ O ₃	magnetite
BioP	biological phosphorus removal	FOG	fats, oils, and greases
BLM	Biotic Ligand Model	FRP	fiberglass-reinforced plastic
BMP	best management practice	ft	foot/feet
BNR	biological nutrient removal	G	gravitational unit
BOD	biological oxygen demand	gal	gallon(s)
CaCO ₃	calcium carbonate	GAO	glycogen-accumulating organism
CBOD	carbonaceous biochemical oxygen demand	gpcd	gallon(s) per capita per day
CCI	Construction Cost Index	gpd	gallon(s) per day
CDPHE	Colorado Department of Public Health and Environment	gph	gallon(s) per hour
Cd	cadmium	gpm	gallon(s) per minute
CDPS	Colorado Discharge Permit System	GT	gravity thickener
CEC	contaminant of emerging concern	H ₂ S	hydrogen sulfide
CFR	Code of Federal Regulations	Hg	mercury
CIP	Capital Improvement Plan	HMI	human-machine interface
City	City of Pueblo	hp	horsepower
cm ²	square centimeter(s)	HVAC	heating, ventilation, and air conditioning
CMF	Colorado Monitoring Framework	IMLR	internal mixed liquor recycle
CN	cyanide	in.	inch(es)

I/O	input/output	PD	peak day
IT	information technology	PEL	preliminary effluent limitation
IWC	in-stream waste concentration	PHF	peak hour flow
kV	kilovolt(s)	PIF	peak instantaneous flow
lb/d	pound(s) per day	PLC	programmable logic controller
lf	linear foot/feet	PO ₄ -P	phosphate as P
LIMS	Laboratory Information Management System	POGS	petroleum oil, grease, and sand
m ²	square meter(s)	POP	persistent organic pollutant
MBBR	moving-bed biofilm reactor	ppcd	pound(s) per capita per day
MF	microfiltration	PPCPs	pharmaceuticals and personal care products
Mg	magnesium	PQL	practical quantitation limit
MG	million gallon(s)	Program	industrial pretreatment program
mg/L	milligram(s) per liter	PS	primary sludge
mgd	million gallon(s) per day	PSG	primary switchgear
mJ	millijoule(s)	psi	pound(s) per square inch
ML	mixed liquor	Pueblo	City of Pueblo
MLSS	mixed liquor suspended solids	PWWF	peak wet weather flow
mm	millimeter(s)	RAS	return activated sludge
MM	maximum month	RO	reverse osmosis
MMF	maximum month flow	rpm	revolution(s) per minute
Mn	manganese	SCADA	supervisory control and data acquisition
MWAT	maximum weekly average temperature	scfm	standard cubic foot/feet per minute
N	nitrogen	Se	selenium
NaOH	sodium hydroxide	SIC	Standard Industrial Classification
NH ₃	ammonia	SIU	significant industrial user
Ni	nickel	SRT	solids retention time
NO ₃ -N	nitrate as N	su	standard unit(s)
NOAA	National Oceanic and Atmospheric Administration	TDS	total dissolved solids
NPE	nonylphenol ethoxylate	TIN	total inorganic nitrogen
NPV	net present value	TKN	total Kjeldahl nitrogen
O&M	operations and maintenance	TMDL	total maximum daily load
OMB	Office of Management and Budget	TN	total nitrogen
P	phosphorus	TP	total phosphorus
PAAR	pre-anoxic, anaerobic, anoxic reactor	TRC	total residual chlorine
PAO	polyphosphate-accumulating organism	TS	total solids
Pb	lead	TSS	total suspended solids
PBDE	polybrominated diphenyl ether	TWAS	thickened waste activated sludge
		UF	ultrafiltration
		UV	ultraviolet

UVT	ultraviolet transmittance
VFA	volatile fatty acid
VFD	variable-frequency drive
VOC	volatile organic compound
VS	volatile solids
WAD	weak acid dissociable
WAS	waste activated sludge
water+fish	water supply and aquatic life class 1
WERF	Water Environment Research Foundation
WET	whole effluent toxicity
WQA	water quality assessment
WQCC	Water Quality Control Commission
WQCD	Water Quality Control Division
WQF	Water Quality Forum
WQS	water quality standards
WRF	water reclamation facility
WWTF	wastewater treatment facility
WWUC	Wastewater Utility Council
Zn	zinc

Executive Summary

Since 1939, the James R. Dilorio Water Reclamation Facility (WRF) has provided wastewater treatment for the city of Pueblo, Colorado. Black & Veatch prepared a Master Plan for the WRF in 2006. The City of Pueblo (City) Wastewater Department (Department) now requires an update to that Master Plan, taking into account changing regulatory and aging infrastructure drivers.

This Master Plan document aims to update the Department's 10-year Capital Improvement Plan (CIP) for budgeting and future rate analysis. Because CIP projects are often necessitated by future long-term drivers, a 20-year planning period (2015-34) will be used identify the needs of the WRF and timing of planned CIP projects.

During the course of preparing this Master Plan, the staff participated in several technical workshops and provided information on current operations and performance indicators, from both internal monitoring points and the final discharge. These data represent the current conditions and a baseline for calibrating relevant process models. The workshop resulted in the development of three technical memoranda (TM), which are included in the appendices.

Management Objectives and Policies

The Pueblo Wastewater Department states its mission as the following:

“...to collect and reclaim wastewater in a manner that is protective of public health and the environment.”

The Department performs its mission by:

- Collecting sanitary sewage from residences, businesses, and industries
- Conveying sewage to the WRF safely and efficiently
- Treating sewage to levels specified by federal and state law
- Disposing of residual materials in compliance with legal requirements

In order to maintain the level of service required presently and in the future, the Department has commissioned a major update to the Master Plan that was completed in 2006 by Black & Veatch, focusing principally on the WRF. The primary objective of this Master Plan update is to develop a 10-year CIP defining actions, milestones, and decisions to be made based on a planning horizon of 20 years.

The Department has identified the following performance objectives that will also guide the decisions documented in this Master Plan:

- Discharge only nontoxic effluent that meets standards protective of public health and the environment
- Maintain and develop firm treatment and collection-system capacity to meet the ongoing needs of community development and the changing requirements of environmental law
- Meet all legal requirements in a continuous, cost-effective manner
- Recycle or dispose of treatment process residuals, meet solids stabilization requirements, and limit odor problems
- Upgrade employee training and skill levels in all aspects of treatment, maintenance, laboratory analysis, and safety, including cross-training between disciplines to achieve greater efficiency

A list of the City's objectives, and the corresponding sections in the Master Plan where they are addressed, is found in Table ES-1.

Table ES-1. Addressing the Management Master Plan Objectives													
Addressing the Master Plan Objectives		Master Plan Update Sections											
		Planning Area Characteristics	Water Quality Management Objectives	Telecommunications and Automation Infrastructure	Supporting Utilities	Existing Conveyance System	Wastewater Characteristics	Existing Treatment Facilities	Air Emissions and Odor Control	Basis of Project/Program Development	Liquid Treatment System	Solids Treatment System	Recommended Long-Range Plan
3	4	5	6	7	8	9	10	11	12	13	14		
	Master Plan Primary Objective												
	Develop 10-year CIP defining actions, milestones, and decisions to be made based on a planning horizon of 20 years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	Overall management objectives to be considered in recommendations are:												
	Discharge only nontoxic effluent that meets standards protective of public health and the environment	✓	✓				✓			✓	✓	✓	
	Maintain and develop firm treatment and collection-system capacity to meet the ongoing needs of community development and the changing requirements of environmental law	✓	✓			✓	✓	✓		✓	✓	✓	
	Meet all legal requirements in a continuous, cost-effective manner		✓				✓		✓	✓	✓	✓	
	Recycle or dispose of treatment process residuals, meet solids stabilization requirements, and limit odor problems	✓					✓		✓	✓		✓	
	Upgrade employee training and skill levels in all aspects of treatment, maintenance, laboratory analysis, and safety, including cross-training between disciplines to achieve greater efficiency			✓			✓			✓	✓	✓	

Drivers for Improvements

Capital investments at a water reclamation facility typically have four main drivers: regulatory requirements, aging infrastructure, increased loading, and health and safety. Prior improvements and slow growth rates have positioned the WRF well to meet the projected loading increase through the planning period. Health and safety concerns are given essential consideration as part of each expansion project and continuously addressed as part of typical maintenance. Therefore, the anticipated improvements for this Master Plan are centered on complying with regulatory requirements and addressing aging infrastructure. Population growth will not be a major driver for investments over the next 20 years.

Regulatory Requirements

The regulatory climate will continue to be a major driver for capital improvements today and in the future. The chart in Figure ES-1 summarizes near- and long-term regulatory drivers for the WRF.

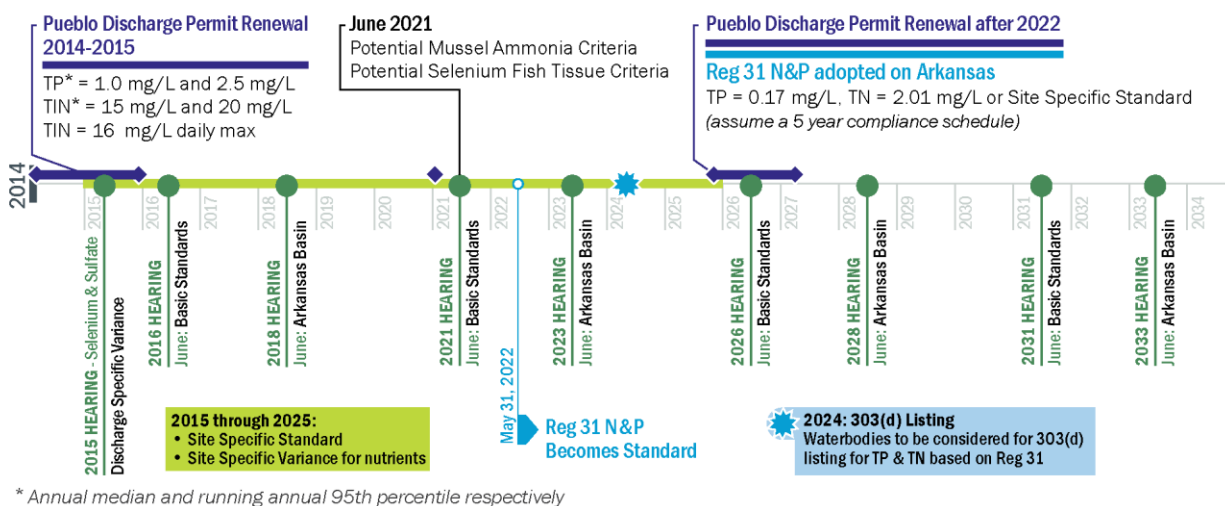


Figure ES-1. Nutrient limit timeline

In addition to nutrients, other potential regulations may require action such as selenium and sulfate; however, regulatory requirements for these constituents are currently not well defined. City staff recognize that these limits are continuously changing and, as a result, they actively participate in stakeholder groups to help direct and anticipate impacts to the WRF. A summary of the regulatory requirements and drivers are provided in Section 4.

In 2012, the Colorado Department of Public Health and Environment (CDPHE) adopted new nutrient regulations. Regulation 85 will take effect during the next permit renewal for the WRF, anticipated in 2015 with a 5-year compliance schedule. The new limits will reduce effluent total inorganic nitrogen (TIN) and total phosphorus (TP) to 15 milligrams per liter (mg/L) and 1.0 mg/L, respectively, on an annual median basis. The WRF is well positioned to meet these criteria, but will require relatively minor improvements to ensure compliance with the regulations, as discussed in Section 12.

Nutrient provisions added to Regulation 31 are anticipated to take effect no earlier than 2020. The City is conservatively planning based on the assumption that these limits will be in the discharge permit in 2020 with a potential 5-year compliance schedule. These limits are much more stringent, reducing effluent total nitrogen (TN) to 2.01 mg/L and TP to 0.17 mg/L, on an annual median basis. Significant capital improvements will be required to meet these stringent standards, as discussed in Section 12.

Aging Infrastructure

One of the most cost-effective ways to continue to maintain a reliable facility, and protect the City's previous investments, is to identify and replace aging infrastructure before it fails. Unexpected equipment failures cost significantly more to repair and may lead to permit violations and unsafe working conditions. A formal condition assessment of major process equipment at the WRF was not included in this Master Plan effort, partly because the previous expansion, completed in 2013, included the installation of new equipment for about half of the liquid stream process. In addition, the operations staff were interviewed to identify any equipment that was nearing the end of its useful life. A number of items were identified and are included as part of the Master Plan.

Increased Loading

Current and projected loadings are discussed in Section 8. While growth is expected to continue throughout the planning period, it is not anticipated to be a driver for capital improvements within the next 20 years, as shown by the population projections in Section 8.

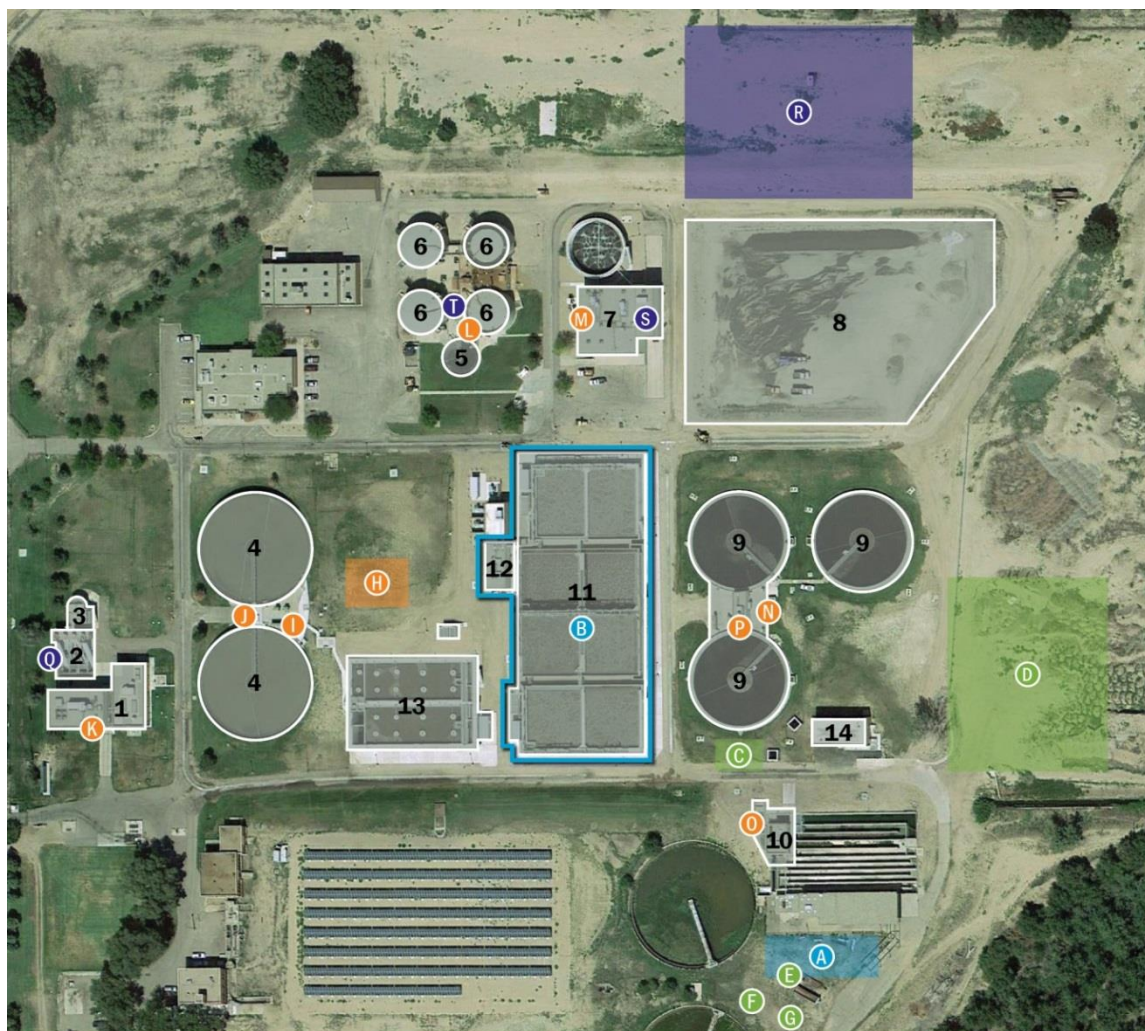
Health and Safety

Pueblo staff continuously identifies improvements needed to promote worker health and safety during routine operations and maintenance (O&M) activities. These improvements are critical to preventing workplace injury and lost time. In addition, when alternatives are investigated for future improvements or under design, health and safety considerations are given significant weight in the decision-making process.

Recommended Long-Range Plan

The Master Plan details the recommended long-range plan for capital improvements at the WRF. As discussed earlier, regulatory compliance and reliability and redundancy of aging infrastructure are the primary drivers for the improvements projects discussed below. The proposed location and timeframe for the recommended capital improvement projects are shown on Figure ES-2 and summarized in Table ES-2. Each project is presented with a brief summary of the recommended improvements, project driver (e.g. regulations or aging infrastructure), recommended implementation schedule, and anticipated project cost. Costs are presented in current year, 2015 dollars and are not escalated to year of construction.

The CIP for the WRF is dominated by the upgrades to meet the Regulation 31 improvements. With an estimated cost greater than \$30 million, this project is approximately double the rest of the CIP combined. As such, the timing of this project is critical to the financial planning for the WRF. At this time, it is assumed that this project will be undertaken in the year 2020, to meet Regulation 31 limits in 2025. This time frame will need to be adjusted as regulatory schedules become more clear over time.



Proposed CIP

Regulation 85 Projects

- A Chemical Feed Building, 2016
- B Aeration Improvements and Hydrocyclones, 2017

Regulation 31 Projects

- C/D Site for either Dynasand D2 Filters or CoMag + MBBR System, 2020 (see TM2 Figure 18 and 19 for more detail)
- E/F/G Methanol, Coagulant, and Chemical Feed Buildings, 2020 (see TM2 Figure 19 for more detail)

Electrical Projects

- H Electrical Upgrade P2, 2015
- I Electrical Upgrade P3, 2016
- J/K Electrical Upgrade P4, 2016
- L/M Electrical Upgrade P5, 2017
- N/O Electrical Upgrade P6, 2018
- P Electrical Upgrade P7, 2020

Miscellaneous Projects

- Q Raw Sewage Screw Pump Replacement, 2017
- R Drying Bed Expansion, 2016 (self-performed by City of Pueblo)
- S Centrifuge and Polymer Feed Replacement, 2017
- T Gravity Thickener Pump Replacement, 2020

- 1 Headworks
- 2 Raw Sewage Pump Station
- 3 Grit Removal
- 4 Primary Clarifier
- 5 Gravity Thickener
- 6 Anaerobic Digester
- 7 Sludge Processing Building with DAFTs/Centrifuges
- 8 Dewatered Sludge Storage Area
- 9 Secondary Clarifier
- 10 Non-potable Water (NPW) Pump Station
- 11 Oxic Reactors
- 12 Blower Building
- 13 Preanoxic/ Anaerobic/ Anoxic Reactor Complex
- 14 UV Disinfection Building

Figure ES-2. Site plan for future facilities

Table ES-2. Recommended CIP Projects

Project Name	Description	Driver	Schedule		Total Project Cost
			Design	Construction	
Chemical Feed Building (Regulation 85)	Chemical feed facilities will be redesigned to accommodate an on-demand acetic acid feed system to provide additional readily biodegradable carbon for the biological process and a coagulant feed to remove phosphorus in the existing secondary clarifiers.	Regulation 85 requirements for effluent limits (TIN and TP)	2015	2016	\$2,500,000
Aeration Improvements and Hydrocyclones (Regulation 85)	The secondary process will be optimized for biological nutrient removal. The existing aeration control system programming will be modified to operate the oxic reactors at lower DO levels to promote simultaneous nitrification-denitrification and biological P uptake. This will also require the installation of ammonia/nitrate probes that allow for ammonia-based aeration control with the appropriate programming. The addition of hydrocyclones are recommended to reduce the bulking potential of low DO filaments that would result from a low DO concentration.	Regulation 85 requirements for effluent limits (TIN and TP). Reduce supplemental carbon addition, coagulant feed, and reduce energy usage.	2016	2017	\$1,200,000
Dynasand D2 Filters or CoMag + MBBR System (Regulation 31)	To meet Regulation 31 effluent limits, the analysis showed two potential tertiary alternatives (DynaSand D2 system or MBBR + CoMag) could be cost-effectively paired with minor secondary process modifications to optimize nitrogen removal. The project will also include additional chemical feed storage and feed systems for supplemental carbon addition (methanol was used for this analysis), a coagulant for TP removal, and alkalinity addition.	Regulation 31 requirements for TN and TP effluent limits	2021	2023	\$30,300,000
Electrical Upgrade P2	Secondary Switchgear 65A and 65B (located in the Primary Clarifier Pump Station) and their associated cable will be replaced. New switchgear will be placed in the same area as transformers 65A and 65B in order to meet code requirements.	Aging electrical system, current equipment failure, and necessary upgrades to meet codes	2015	2015	\$2,300,000

Table ES-2. Recommended CIP Projects

Project Name	Description	Driver	Schedule		Total Project Cost
			Design	Construction	
Electrical Upgrade P3	Primary Switchgear 78A, 78B, 78C, and 78D will be replaced and new cable for this switchgear will be installed. Additionally, two oil-filled 750 KVA transformers (69A and 69B) at the secondary clarifiers will be replaced. Two doors to the electrical room of the Secondary Clarifier Pump Station will be added to provide two points of egress for code compliance. An engine generator connection point will also be added near the existing Secondary Switchgear 69A and 69B. Continuous power monitoring through SCADA will be included to allow the staff to better manage electrical loads throughout the facility.	Aging electrical system, current equipment failure, and necessary upgrades to meet codes.	2015	2016	\$2,191,000
Electrical Upgrade P4	MCCs 6200A, 6200B, 6500A, and 6500B in the headworks and primary clarifier areas will be replaced.	Aging electrical system, current equipment failure, and necessary upgrades to meet codes.	2016	2017	\$583,000
Electrical Upgrade P5	MCCs 7200A, 7200B, 7300A, and 7300B in the digester and sludge processing area will be replaced.	Aging electrical system, current equipment failure, and necessary upgrades to meet codes.	2017	2018	\$1,191,000
Electrical Upgrade P6	MCCs 7000A, 7000B, 6900A, and 6900B in the chlorine disinfection and secondary clarifier area will be replaced.	Aging electrical system, current equipment failure, and necessary upgrades to meet codes.	2018	2019	\$501,000
Electrical Upgrade P7	Secondary Switchgear 69A and 69B and their associated cable in the secondary clarifier area will be replaced.	Aging electrical system, current equipment failure, and necessary upgrades to meet codes.	2019	2020	\$1,280,000
Raw Sewage Screw Pump Replacement	One of the two remaining influent raw sewage screw pumps will be replaced with two submersible pumps	Replace aging, maintenance-intensive screw pump with more reliable submersible pumps.	2017	2017	\$810,000
Drying Bed Expansion	A drying bed expansion of 53,400 ft ² will be needed to meet the theoretical biosolids drying needs of the WRF during the planning period. The expansion area will be located to the north of the dewatered sludge storage area in the northeast corner of the WRF's property.	Provide sufficient biosolids drying capacity through the planning period	N/A	2016	Self-performed by City from O&M budget

Table ES-2. Recommended CIP Projects

Project Name	Description	Driver	Schedule		Total Project Cost
			Design	Construction	
Centrifuge and Polymer Feed System Replacement	Existing centrifuges will be replaced with either new centrifuges or rotary fan presses. The polymer feed system for the thickening and mechanical dewatering equipment will be rehabilitated.	Project is primarily driven by the age of the existing dewatering and polymer feed systems. Newer dewatering equipment would also allow for more automated operation and reduced energy costs.	2016	2017	\$2,400,000
Gravity Thickener Pump Replacement	Replace the existing thickened sludge air diaphragm pumps with positive displacement rotary lobe pumps.	Replace aging equipment and simplify the operation of the area by removing the air compressor and pump.	2020	2020	\$250,000
Primary Digesters Cover Replacement	Replacement of the fixed steel covers of the two primary digesters (Digesters 1 and 2)	Steel covers have been in service for over 30 years and are reaching the end of its useful life	2016 2018	2016 2018	\$1,500,000 (2 x \$750,000)

Section 1

Introduction

Since 1939, the James R. Dilorio Water Reclamation Facility (WRF) has provided wastewater treatment for the city of Pueblo, Colorado. Black & Veatch prepared a Master Plan for the WRF in 2006. The City of Pueblo (City) Wastewater Department (Department) now requires an update to that Master Plan, taking into account changing regulatory and aging infrastructure drivers.

This Master Plan document aims to update the Department's 10-year Capital Improvement Plan (CIP) for budgeting and future rate analysis. Because CIP projects are often necessitated by future long-term drivers, a 20-year planning period (2015-34) will be used identify the needs of the WRF and timing of planned CIP projects. The projects identified should be created to meet the following Department objectives:

- Discharge only nontoxic effluent that meets standards protective of public health and the environment
- Maintain and develop firm treatment and collection-system capacity to meet the ongoing needs of community development and the changing requirements of environmental law
- Meet all legal requirements in a continuous, cost-effective manner
- Recycle or dispose of treatment process residuals, meet solids stabilization requirements, and limit odor problems
- Upgrade employee training and skill levels in all aspects of treatment, maintenance, laboratory analysis, and safety, including cross-training between disciplines to achieve greater efficiency

This Master Plan update focuses on process improvements required for the facility. Other investments, such as staffing, asset management, information technology (IT), and supervisory control and data acquisition (SCADA) improvements, were considered peripherally, but are not the focus of this Master Plan update, and should be considered separately.

1.1 Document Layout

This Master Plan offers a comprehensive view of the past, present, and future of the Dilorio WRF. In the last decade, two master planning reports have been produced, documenting the planning previously performed and describing the major decisions and actions completed over the past 25 years.

During the course of preparing this Master Plan, the staff participated in several technical workshops and provided information on current operations and performance indicators, from both internal monitoring points and the final discharge. These data represent the current conditions and a baseline for calibrating relevant process models. The workshop resulted in the development of three technical memoranda (TM), which are included in the appendices.

The recommendations follow from integrating the objectives and current conditions and identifying gaps. In some cases, the recommendations suggest additional or separate studies to develop more detail prior to making a final decision. In other instances, specific projects are identified and presented. In yet other instances, a process for making decisions is documented. Moving through each major section, the outcome of the analysis is presented first, followed by the supporting documentation.

1.2 Background and History

The WRF provides wastewater treatment service to the City of Pueblo and the Blende, Salt Creek, and St. Charles Mesa sanitation districts. The Dilorio WRF is authorized to discharge under Colorado Discharge Permit System (CDPS) Permit CO-0026646. The current discharge permit expires on May 31, 2015, but the Water Quality Control Division (WQCD) is expected to issue a renewal permit prior to expiration. Under the permit, the WRF is rated at a hydraulic capacity of 19 million gallons per day (mgd).

The WRF discharges treated effluent to Segment 01a of the Lower Arkansas River sub-basin, just downstream of the confluence with Fountain Creek. Segment 01a of the Lower Arkansas River sub-basin (COARLA01a) includes the mainstem of the Arkansas River from the confluence with Fountain Creek to the Colorado Canal headgate near Avondale, located entirely within Pueblo County. Segment 01a includes the following use classifications:

- Recreation Class E
- Aquatic Life Warm Water Class 2
- Water Supply
- Agriculture

As discussed earlier, the WRF was originally constructed in 1939. Major upgrades to the facility have occurred in 1976, 1989, 2003, and 2013. Construction on the Nutrient Grant Project is scheduled to begin in 2015. The various expansion projects are discussed in greater detail in Section 9 and Figure 9-1 shows the existing facility and the construction phase for each process area.

1.3 Drivers for Capital Improvements

Capital investments at a water reclamation facility typically have four main drivers: regulatory requirements, aging infrastructure, increased loading, and health and safety. Prior improvements and slow growth rates have positioned the WRF well to meet the projected loading increase through the planning period. Health and safety concerns are given essential consideration as part of each expansion project and continuously addressed as part of typical maintenance. Therefore, the anticipated improvements for this Master Plan are centered on complying with regulatory requirements and addressing aging infrastructure. Population growth will not be a major driver for investments over the next 20 years. A detailed explanation of these investments, the drivers for improvements, and the anticipated implementation schedule are found in Section 14.

1.3.1 Regulatory Requirements

The regulatory climate will continue to be a major driver for capital improvements today and in the future. A summary of the regulatory requirements and drivers are provided in Section 4.

In 2012, the Colorado Department of Public Health and Environment (CDPHE) adopted new nutrient regulations. Regulation 85 will take effect during the next permit renewal for the WRF, anticipated in 2015 with a 5-year compliance schedule. The new limits will reduce effluent total inorganic nitrogen (TIN) and total phosphorus (TP) to 15 milligrams per liter (mg/L) and 1.0 mg/L, respectively, on an annual median basis. The WRF is well positioned to meet these criteria, but will require relatively minor improvements to ensure compliance with the regulations, as discussed in Section 12.

Nutrient provisions added to Regulation 31 are anticipated to take effect no earlier than 2020. The City is conservatively planning under the assumption that these limits will be in the discharge permit in 2020 with a potential 5-year compliance schedule. These limits are much more stringent, reducing effluent total nitrogen (TN) to 2.01 mg/L and TP to 0.17 mg/L, on an annual median basis.

Significant capital improvements will be required to meet these stringent standards, as discussed in Section 12.

In addition to nutrients, other potential regulations may require action such as selenium and sulfate; however, regulatory requirements for these constituents are currently not well defined. City staff recognize that these limits are continuously changing and, as a result, they actively participate in stakeholder groups to help direct and anticipate impacts to the WRF.

1.3.2 Aging Infrastructure

One of the most cost-effective ways to continue to maintain a reliable facility, and protect Pueblo's previous investments, is to identify and replace aging infrastructure before it fails. Unexpected equipment failures cost significantly more to repair and may lead to permit violations and unsafe working conditions. A formal condition assessment of major process equipment at the WRF was not included in this Master Plan effort, partly because the previous expansion, completed in 2013, included the installation of new equipment for approximately half of the liquid stream process. In addition, the operations staff were interviewed to identify any equipment that was nearing the end of its useful life. A number of items were identified and are included as part of the Master Plan.

1.3.3 Increased Loading

Current and projected loadings are discussed in Section 8. While growth is expected to continue throughout the planning period, it is not anticipated to be a driver for capital improvements within the next 20 years, as shown by the population projections in Section 8.

1.3.4 Health and Safety

Pueblo staff continuously identifies improvements needed to promote worker health and safety during routine operations and maintenance (O&M) activities. These improvements are critical to preventing workplace injury and lost time. In addition, when alternatives are investigated for future improvements or under design, health and safety considerations are given significant weight in the decision-making process.

1.4 Implementation Schedule

Implementation and timing of capital improvements are addressed in Section 14.

Section 2

Management Objectives and Policies

The City of Pueblo Wastewater Department states its mission as the following:

“...to collect and reclaim wastewater in a manner that is protective of public health and the environment.”

The Department performs its mission by:

- Collecting sanitary sewage from residences, businesses, and industries
- Conveying sewage to the WRF safely and efficiently
- Treating sewage to levels specified by federal and state law
- Disposing of residual materials in compliance with legal requirements

In order to maintain the level of service required presently and in the future, the Department has commissioned a major update to the Master Plan that was completed in 2006 by Black & Veatch, focusing principally on the WRF. The primary objective of this Master Plan update is to develop a 10-year CIP defining actions, milestones, and decisions to be made based on a planning horizon of 20 years.

The Department has identified the following performance objectives that will also guide the decisions documented in this Master Plan:

- Discharge only nontoxic effluent that meets standards protective of public health and the environment
- Maintain and develop firm treatment and collection-system capacity to meet the ongoing needs of community development and the changing requirements of environmental law
- Meet all legal requirements in a continuous, cost-effective manner
- Recycle or dispose of treatment process residuals, meet solids stabilization requirements, and limit odor problems
- Upgrade employee training and skill levels in all aspects of treatment, maintenance, laboratory analysis, and safety, including cross-training between disciplines to achieve greater efficiency

A list of the City’s objectives, and the corresponding sections in the Master Plan where they are addressed, is found in Table 2-1.

Table 2-1. Addressing the Management Master Plan Objectives													
Addressing the Master Plan Objectives		Master Plan Update Sections											
		3	4	5	6	7	8	9	10	11	12	13	14
Planning Area Characteristics	Water Quality Management Objectives	Telecommunications and Automation Infrastructure	Supporting Utilities	Existing Conveyance System	Wastewater Characteristics	Existing Treatment Facilities	Air Emissions and Odor Control	Basis of Project/Program Development	Liquid Treatment System	Solids Treatment System	Recommended Long-Range Plan		
Master Plan Primary Objective													
Develop 10-year CIP defining actions, milestones, and decisions to be made based on a planning horizon of 20 years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Overall management objectives to be considered in recommendations are:													
Discharge only nontoxic effluent that meets standards protective of public health and the environment	✓	✓				✓			✓	✓	✓	✓	✓
Maintain and develop firm treatment and collection-system capacity to meet the ongoing needs of community development and the changing requirements of environmental law	✓	✓			✓	✓	✓		✓	✓	✓	✓	✓
Meet all legal requirements in a continuous, cost-effective manner		✓				✓		✓	✓	✓	✓	✓	✓
Recycle or dispose of treatment process residuals, meet solids stabilization requirements, and limit odor problems	✓					✓		✓	✓		✓	✓	✓
Upgrade employee training and skill levels in all aspects of treatment, maintenance, laboratory analysis, and safety, including cross-training between disciplines to achieve greater efficiency			✓			✓				✓	✓	✓	✓

Section 3

Planning Area Characteristics

Section 3 describes planning area characteristics, including the population and service area and wastewater reuse considerations.

3.1 Population and Service Area

According to the 2006 Master Plan, the WRF was designed to provide service to a maximum population of 147,000 people. Based upon U.S. Census Bureau data, as of 2010, the WRF provided service to approximately 106,595 people as well as commercial entities. There are no major industrial contributors in the area. In 2005, large commercial or industrial contributors accounted for an estimated 0.945 mgd or 8.5 percent of the average flow to the WRF.

The WRF provides wastewater treatment service to the City of Pueblo and the Blende, Salt Creek, and St. Charles Mesa sanitation districts. The City of Pueblo West is served by a separate wastewater facility. The service area may continue to grow as the city's boundaries expand through annexation of surrounding areas. The service area boundary presented in Figure 3-1 shows the city's limits as of 2008 which consists of an area twice the size of the existing service area. While the WRF is able to serve the areas within this expanded boundary, it is not expected that the entire area will be served by 2034. Figure 3-1 also identifies 10 drainage basin boundaries.

The Wastewater Collection System Master Plan from 2009 noted that there was a strong interest in expanding the service area to the north of the city to incorporate planned expansion of the Fort Carson Army Base, which is located to the south of Colorado Springs. The City is also considering expanding its service area to include the development of Pueblo Springs Ranch, a proposed master planned community comprised of several villages spanning over 9,000 acres, located to the northeast of Pueblo. However, the Pueblo Springs Ranch development is not currently planned for incorporation prior to 2034. Because of the proposed size of Pueblo Springs Ranch, it is likely that wastewater flows will be conveyed separately to the WRF rather than through the existing collection system.

3.2 Wastewater Reuse

Traditionally, Colorado water law requires that historical return flows, the non-consumptive portion of water diversions, be returned to the stream after use so as not to impair the rights of downstream users. At this time, the WRF does not have water rights to reuse any of its effluent and, therefore, future water reuse projects are not projected to be under consideration during the planning period.

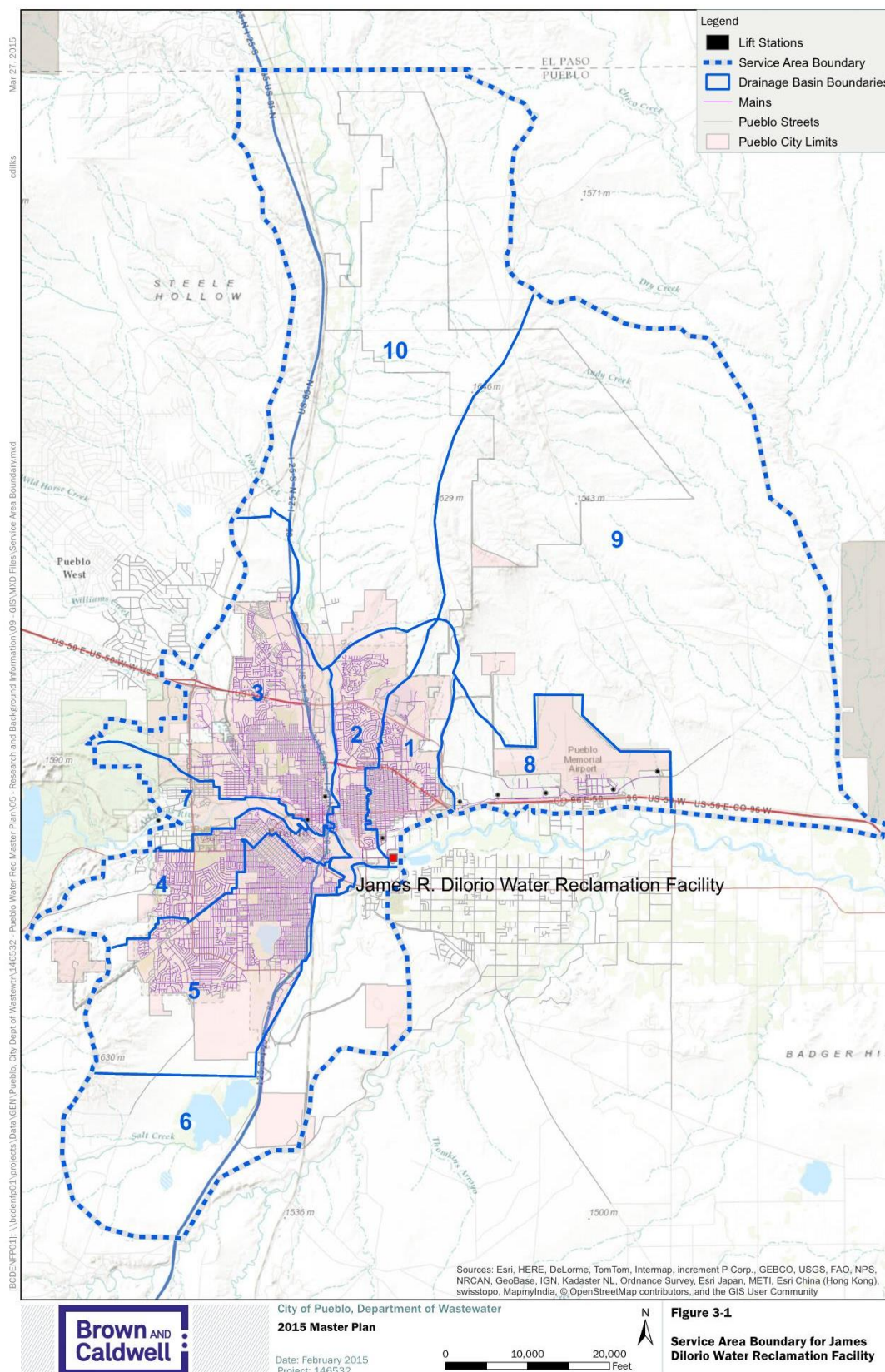


Figure 3-1. WRF service area boundary

Section 4

Water Quality Management Objectives

The goal of the City of Pueblo's James R. Dilorio WRF is to treat domestic and industrial wastewater in compliance with regulations and to protect the public, staff, and environment from adverse impacts of wastewater treatment. The WRF prides itself in maintaining and operating its plant to comply with regulations. The following sections present the watershed, regulatory, and other requirements that impact the near- and long-term planning of the WRF as initially presented in TM 1, Regulatory Drivers (Appendix A).

4.1 Water Quality of Receiving Water

The WRF discharges treated effluent to Segment 01a of the Lower Arkansas River sub-basin, just downstream of the confluence with Fountain Creek. Segment 01a of the Lower Arkansas River sub-basin (COARLA01a) is shown in Figure 4-1 and includes the mainstem of the Arkansas River from the confluence with Fountain Creek to the Colorado Canal headgate near Avondale, located entirely within Pueblo County. Segment 01a includes the following use classifications:

- Recreation Class E
- Aquatic Life Warm Water Class 2
- Water Supply
- Agriculture

The water quality standards (WQS) that apply to this stream segment can be found in Regulation 32, the Classifications and Numeric Standards for the Arkansas River Basin. Site-specific standards for selenium and sulfate are assigned to this segment, as well as temporary modifications based on existing water quality. The temporary modifications will expire in June 2016, at which time the applicable standards will return to the underlying site-specific standards unless the modification is extended. The Water Quality Control Commission (WQCC) will determine if the temporary modification will be extended in the December 2015 hearing.

4.2 Watershed Issues

Almost every stream segment in the Lower Arkansas sub-basin is 303(d) listed for selenium, including the mainstem of the Arkansas River and many of its tributaries and reservoirs. The main source of selenium is groundwater that flows through the underlying shales, picking up high concentrations of selenium, which then makes its way into the rivers and streams. Although a total maximum daily load (TMDL) will eventually need to be developed, the WQCC has listed the TMDL as a low priority and it is unknown when the WQCD will begin its development. Many segments in the Lower Arkansas sub-basin currently have site-specific standards set at the ambient conditions or temporary modifications that allow for time to develop appropriate water quality standards.

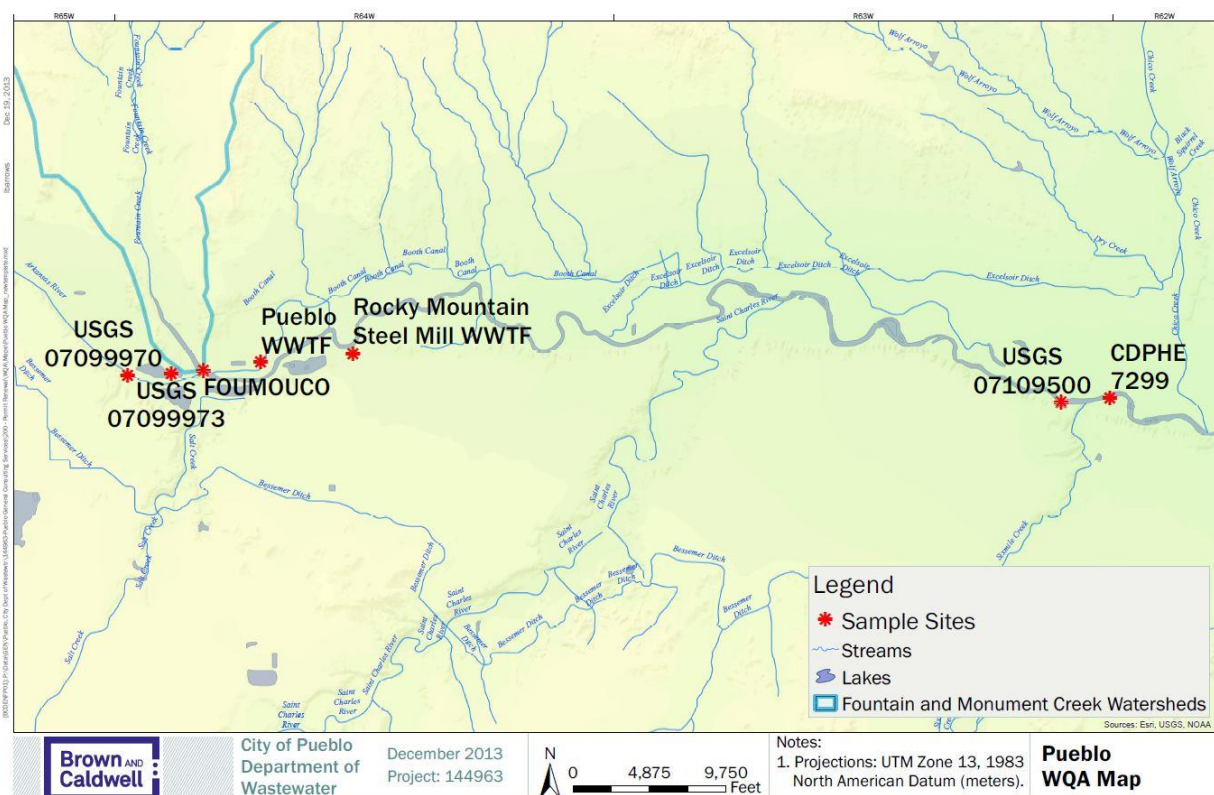


Figure 4-1. Segment 01a of the Lower Arkansas River Sub-basin

The Arkansas River from Fountain Creek to the Colorado Canal headgate is also 303(d) listed for sulfate. Similar to selenium, sulfate concentrations in the river can also be tied to groundwater influence and the underlying shale formations. The WQCC has listed the development of a sulfate TMDL as a low priority and it is unknown when the WQCD will begin its development.

Most of Fountain Creek is on the 303(d) list of impaired waters for *E. coli*. Although the Arkansas River is not listed for this parameter, it is possible that the water quality of the Arkansas River could be influenced by Fountain Creek. A TMDL will be written for Fountain Creek, but would be unlikely to have any impact on Pueblo. The WQCC has listed this TMDL as high priority.

4.3 Watershed Groups

Although not an official watershed management agency, the Arkansas Fountain Coalition for Urban River Evaluation (AF CURE) functions to bring scientific data and information to resolve water quality issues facing the urban segments of Monument Creek, Fountain Creek, and the Arkansas River. The current members of AF CURE include:

- Cherokee Metropolitan District
- City of Pueblo Wastewater Department
- Colorado Springs Utilities
- Fountain Sanitation District
- Lower Fountain Metropolitan Sewage Disposal District
- Pueblo West Metropolitan District
- Security Sanitation District
- Tri-Lakes WWTF

- Upper Monument Creek Regional WWTF
- Widefield Water and Sanitation District
- Woodmen Hills Metropolitan District

AF CURE's members conduct coordinated water column sampling on a monthly basis, at a minimum, which includes arsenic (As), copper (Cu), selenium, temperature, nutrients (nitrogen [N] and phosphorus [P]), ammonia (NH₃), and *E. coli*, as well as other metals and general water quality defining parameters. In addition, other parameters of interest to Pueblo include sulfate and conductivity. AF CURE is in the process of developing other special projects such as collecting and analyzing habitat and bioassessment data for specific areas of interest to its members. Data and information gained through membership in this organization will provide the WRF with scientific support for permit negotiation and other efforts within the regulatory framework.

AF CURE itself is also a member of the Colorado Monitoring Framework (CMF), a statewide nonprofit organization formed with the objective of creating a collaborative process for complying with water quality regulations. The CMF coordinates monitoring activities and data sharing to improve the scientific foundations for standards development and as an approach for collaborative problem solving. The CMF is currently engaged in temperature, nutrients, agriculture (and associated nutrient issues), and discharge-specific variances.

Other groups that Pueblo is either involved in or that provide general benefit to dischargers as a whole include the Water Quality Forum (WQF), Wastewater Utility Council (WWUC), and Permit Issues Forum. These groups serve to organize and investigate various water quality or permitting issues and bring together various dischargers and the regulatory agencies to identify and explore topics of interest. It is recommended that Pueblo continue its involvement in these organizations.

4.4 Current Discharge Permit

Current discharge permit limits for the WRF are set forth in CDPS Permit C00026646 and are based on the design flow of 19 mgd. These limits are shown in Table 4-1. BC has developed limitations that could be expected in the renewal permit. These limits are shown in Table 4-2. The current discharge permit expires on May 31, 2015, but the WQCD is currently working on the renewal permit, which went to public notice in the fall of 2014.

Table 4-1. Current Discharge Permit Limits

Effluent Parameter	Effluent Limitations Maximum Concentrations			Monitoring Requirements	
	30-Day Average	7-Day Average	Daily Max	Frequency	Sample Type
Effluent flow	19	-	Report	Continuous	Recorder
Temp MWAT, °C starting 8/31/2010	-	Report	-	Continuous	Recorder
pH, su	-	-	6.5-9	3 days/week	Grab
<i>E. coli</i> , #/100 mL	141	282		2 days/week	Grab
TRC, mg/L	0.047	-	0.066	Daily	Grab
NH ₃ , total, mg/L until 12/31/2014	Report	-	Report	Daily	Composite
NH ₃ , total, mg/L beginning 1/1/2015	-	-	-	-	-
NH ₃ , total, mg/L Jan	14.6	-	23.8	Daily	Composite
NH ₃ , total, mg/L Feb	15.7	-	25.5	Daily	Composite
NH ₃ , total, mg/L Mar	19.4	-	28.4	Daily	Composite
NH ₃ , total, mg/L Apr	14.1	-	28.9	Daily	Composite
NH ₃ , total, mg/L May	14.2	-	30.2	Daily	Composite
NH ₃ , total, mg/L Jun	18.7	-	43.3	Daily	Composite
NH ₃ , total, mg/L Jul	8.7	-	45.2	Daily	Composite
NH ₃ , total, mg/L Aug	9.5	-	40.9	Daily	Composite
NH ₃ , total, mg/L Sept	10.1	-	30.3	Daily	Composite
NH ₃ , total, mg/L Oct	10.5	-	26.3	Daily	Composite
NH ₃ , total, mg/L Nov	12.1	-	22.4	Daily	Composite
NH ₃ , total, mg/L Dec	13.6	-	19.2	Daily	Composite
CBOD ₅ , effluent, mg/L	25	40	-	Weekly	Composite
CBOD ₅ , % removal	85 (min)	-	-	Weekly	Composite
TSS, effluent, mg/L	30	45	-	Weekly	Composite
TSS, % removal	85 (min)	-	-	Weekly	Composite
Oil and grease, mg/L	-	-	10	Weekly	Visual
CN, WAD, µg/L until 12/31/2012	-	-	Report	Weekly	Composite
CN, WAD, µg/L beginning 1/1/2013	-	-	8.1	Weekly	Composite
Hg, total, µg/L	Report	-	-	Quarterly	Composite
Se, PD, µg/L	Report	-	Report	Weekly	Composite
Sulfate, mg/L	Report	-	Report	Weekly	Composite
WET, chronic, 1st, 3rd, and 4th calendar quarters IWC = 23.4% effluent, 2nd quarter IWC = 18.6% effluent					
Pimephales lethality	-	-	Stat diff & IC25	Semiannual	3 composites/test

Table 4-1. Current Discharge Permit Limits

Effluent Parameter	Effluent Limitations Maximum Concentrations			Monitoring Requirements	
	30-Day Average	7-Day Average	Daily Max	Frequency	Sample Type
Ceriodaphnia lethality	-	-	≥ IWC	Semiannual	3 composites/test
Pimephales toxicity	-	-	Report stat diff & IC25	Semiannual	3 composites/test
Ceriodaphnia toxicity	-	-		Semiannual	3 composites/test

Table 4-2. Predicted Future Discharge Permit Limits for the 2015 Renewal

Effluent Parameter	Effluent Limitations Maximum Concentrations			Monitoring Requirements	
	30-Day Average	7-Day Average	Daily Max	Frequency	Sample Type
Effluent flow	19	-	Report	Continuous	Recorder
Temp daily max, °C	-	-	Report	Continuous	Recorder
Temp MWAT, °C	-	Report	-	Continuous	Recorder
pH, su	-	-	6.5–9	3 days/week	Grab
<i>E. coli</i> , #/100 mL	198	396	-	Weekly	Grab
TRC, mg/L	0.062	-	0.071	Daily	Grab
Nitrate, mg/L	-	-	Report	Weekly	Composite
Nitrite, mg/L	-	-	Report	Weekly	Composite
NH ₃ , total, mg/L Jan	17	-	25	Weekly	Composite
NH ₃ , total, mg/L Feb	17	-	31	Weekly	Composite
NH ₃ , total, mg/L Mar	15	-	25	Weekly	Composite
NH ₃ , total, mg/L Apr	13	-	29	Weekly	Composite
NH ₃ , total, mg/L May	15	-	33	Weekly	Composite
NH ₃ , total, mg/L Jun	14	-	45	Weekly	Composite
NH ₃ , total, mg/L Jul	6.4	-	30	Weekly	Composite
NH ₃ , total, mg/L Aug	15	-	93	Weekly	Composite
NH ₃ , total, mg/L Sept	10.9	-	39	Weekly	Composite
NH ₃ , total, mg/L Oct	12	-	31	Weekly	Composite
NH ₃ , total, mg/L Nov	16	-	33	Weekly	Composite
NH ₃ , total, mg/L Dec	15	-	28	Weekly	Composite
CBOD ₅ , effluent, mg/L	25	40	-	Weekly	Composite
CBOD ₅ , % removal	85 (min)	-	-	Weekly	Composite
TSS, effluent, mg/L	30	45	-	Weekly	Composite
TSS, % removal	85 (min)	-	-	Weekly	Composite
Oil and grease, mg/L	-	-	Report	Weekly	Visual
Oil and grease, mg/L	-	-	10	Contingent	Grab
CN, WAD, µg/L	-	-	8.3	Weekly	Composite

Table 4-2. Predicted Future Discharge Permit Limits for the 2015 Renewal

Effluent Parameter	Effluent Limitations Maximum Concentrations			Monitoring Requirements	
	30-Day Average	7-Day Average	Daily Max	Frequency	Sample Type
Se, PD, µg/L	Report	-	Report	Weekly	Composite
Sulfate	Report	-	-	Weekly	Composite
TP, mg/L until 8/31/2020	Report	-	Report	Weekly	Composite
TP, mg/L beginning 9/1/2020	1.0 (annual median)	-	2.5 (running 95th percentile)	Weekly	Composite
TIN, mg/L until 8/31/2020	Report	-	Report	Weekly	Composite
TIN, mg/L beginning 9/1/2020	15 (annual median)	-	20 (running 95th percentile)	Weekly	Composite
WET, chronic, 1st, 3rd, and 4th calendar quarters (July–March)					
Pimephales toxicity	-	-	Stat diff & IC25 ≥ 18%	Semiannual	3 composites/test
Ceriodaphnia toxicity	-	-		Semiannual	3 composites/test
WET, chronic, 2nd calendar quarter (Apr–June)					
Pimephales toxicity	-	-	Stat diff & IC25 ≥ 14%	Semiannual	3 composites/test
Ceriodaphnia toxicity	-	-		Semiannual	3 composites/test

4.4.1 Antidegradation

As Segment 01a is designated as use-protected, antidegradation does not apply.

4.4.2 Mixing Zones

Pueblo will likely need to complete a new mixing zone study in the near future to determine the size of the physical mixing zone in order to determine if a reduction in the assimilative capacity that is used to determine the facility's permit limits will need to be adjusted. If so, the limitations in future permits may become more stringent.

4.4.3 Ammonia Study

The WQCD has also indicated, via a Preliminary Effluent Limitation (PEL) approval letter, that an ammonia degradation study may also be needed for the WRF to continue to use a higher ammonia degradation rate in the ammonia modeling. The site-specific study that has historically allowed the use of a higher degradation rate was completed in 2001 and was supported by data collected from 1997 to 2000.

4.5 Future Regulatory Considerations

Looking ahead to the next 20 years, the WRF will continue to be challenged to meet more stringent effluent limits. In the near term, it is clear that nutrient removal will have the most significant impact on facility processes and operations. Concerns with other parameters also remain on the horizon and could have significant impacts to the WRF. Anticipated near- and long-term regulatory issues and associated potential permit drivers are discussed below. Figure 4-2 presents the projected regulatory timeline for the WRF through 2033.

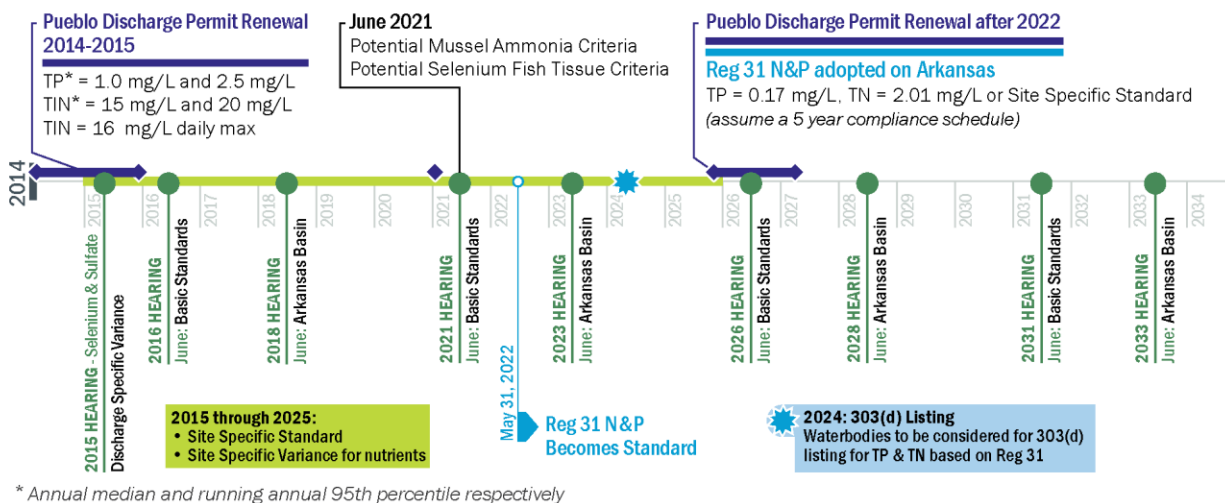


Figure 4-2. WRF regulatory timeline

4.5.1 Selenium and Sulfate

Selenium and sulfate have both been parameters of concern for both the WRF and the Fountain Creek dischargers, as shale formations that outcrop in the area contain high concentrations of these parameters, which have a significant effect on the water quality in Fountain Creek and the Arkansas River. Pueblo has been involved in numerous discussions with the WQCD and has participated in several WQCC hearings on the proper standards for selenium and sulfate in these areas.

The U.S. Environmental Protection Agency (EPA) has developed new draft criteria for selenium based on fish tissue concentrations. For rivers and streams the draft criteria are slightly more stringent than the current water quality criteria, but for lakes and reservoirs they are significantly more stringent. As Pueblo has a site-specific standard for selenium, it is unlikely that the new criteria, if and when adopted by the WQCC, would have an effect on the standard for Segment 01a.

Currently, Pueblo's discharge permit contains narrative conditions for selenium because the WRF incidentally removes a percentage of the selenium load that enters the facility because of infiltration into the collection system caused by high groundwater levels. This serves to reduce the overall load to the river, which has been recognized by the WQCC, but can cause violations of a numeric permit limitation if one were to be included in a permit. Narrative conditions for sulfate are also included in the current permit.

4.5.2 Discharger Specific Variance

In October 2013, the WQCC adopted a Discharger Specific Variance (DSV) Policy that would allow a variance for a specific discharger for a specific parameter. If a DSV were granted, this would mean that an alternate standard would apply for that discharger. This entails showing that all other regulatory standards options have been pursued, such as a temporary modification or a site-specific standard. Pueblo has gone through all standards options and currently has a temporary modification for both sulfate and selenium (current condition, which expires in June 2016) as well as a site-specific standard for these parameters (based on ambient water quality). Neither of these standards actions have resulted in the appropriate relief from permit limitations, and both leave Pueblo with the potential for violations under the discharge permit.

Preparation of a DSV proposal is being developed that includes an evaluation of potential options that could reduce the selenium concentrations in the Arkansas River and the discharge. These options are evaluated based on different feasibility tests including technological, economical, or

other impacts that may arise from taking a certain action. The proposal will include an alternate numeric limit for selenium and sulfate. Pueblo expects to have a DSV hearing in April 2015. Note that with this option, additional work will be needed to continue to evaluate options for reducing selenium and sulfate concentrations and the DSV must be renewed on a triennial basis.

4.5.3 Nutrients

The WQCC adopted Regulation 85 in 2012 as an initial step in addressing nutrients in Colorado waters. Table 4-3 summarizes the limitations that are associated with Regulation 85 for facilities discharging prior to May 31, 2012. The WRF should expect the limitations for TIN and TP in its next permit renewal.

Table 4-3. Nutrient Management Control Regulation (Regulation 85)		
Parameter	Annual Median ^a	95th Percentile ^b
TP, mg/L	1.0	2.5
TIN, mg/L	15	20

a. Running annual median; the median of all samples taken in the most recent 12 calendar months.

b. The 95th percentile of all samples taken in the most recent 12 calendar months.

c. Determined as the sum of nitrate as N, nitrite as N and ammonia as N.

When these limitations for TIN and TP come into effect, the WRF will still have to comply with the 30-day average and daily maximum ammonia limits in the discharge permit. Additionally, the WQCD may impose limitations for TIN based on the 10 mg/L water supply standard for nitrate. This may result in a daily maximum limitation of approximately 16 mg/L for TIN.

In addition to the Regulation 85 values, the WQCC has adopted interim standards for TP, TN, and chlorophyll for both lakes/reservoirs and rivers/streams in Regulation 31. These interim standards were also adopted in 2012, and Table 4-4 provides a summary of the nutrient interim values for warm water bodies.

Table 4-4. Nutrient Interim Values (Regulation 31.17)			
Water Body	TP, µg/L	TN, µg/L	Chlorophyll
Rivers and streams	170 ^a	2010 ^a	150 (mg/m ²) ^c
Lakes and reservoirs (>25 acres)	83 ^b	910 ^b	20 (µg/L) ^b
Direct use water supply lakes and reservoirs (>25 acres)	NA	NA	5 (µg/L) ^d

a. Annual median; 1-in-5 year exceedance frequency.

b. July 1–Sept 30 average in mixed layer (median of multiple depths); 1-in-5 year exceedance frequency.

c. July 1–Sept 30 maximum attached algae, not to exceed.

d. March 1–November 30 average chlorophyll a in the mixed layer (median of multiple depths); 1-in-5 year exceedance frequency.

The interim values can be adopted by the WQCC as standards in specific water bodies upstream of permitted domestic WWTFs for TP and chlorophyll before May 31, 2022, and for nitrogen between May 31, 2017, and May 31, 2022. After May 31, 2022, the interim values can be adopted into any segment regardless of its relative location to a WWTF. It is believed that the EPA will be disapproving the WQS for one or more of these parameters, which means that the standards will likely become more stringent in the future.

4.5.4 Nitrite/Nitrate

Although the current permit does not have requirements for nitrate or nitrite, it is expected that the WQCD may include at least a monitoring requirement for either or both of these parameters in the renewal permit. Depending on the concentrations of these parameters in the wastewater effluent, these could be parameters of concern in the near future. With improvements for nutrients on the horizon, nitrate may not be an issue, but because of the low allowable concentration for nitrite, it is advisable for Pueblo to monitor these concentrations in the effluent.

4.5.5 Temperature

Temperature is a concern across many areas of the state with issues on the appropriate WQS, normal ambient temperature exceeding the WQS, and “shoulder season” issues where the standard drops from the summertime value to the wintertime value overnight versus the normal slow decrease in temperature over the change in seasons. There is also concern among dischargers with regard for the need to add treatment for temperature, for what may be a handful of days or a few weeks during the course of a year. The CMF is heavily involved in temperature standards issues as well as AF CURE and other groups and individual facilities.

If assimilative capacity can be used in the development of permit limitations for the WRF, and especially if monthly limitations can be developed, Pueblo should not have an immediate concern with meeting these limits. However, because of the way the WQCC has defined existing quality for temperature in Regulation 31, as the maximum of the ambient data, this could be a concern in the future. Low flows coupled with high air temperatures (either summer or winter) could have a significant effect on the calculated permit limitations. Additionally, if the flows in the Arkansas River above the WRF are significantly reduced by drought or other hydrologic impacts such as reduced releases from the Pueblo Reservoir, temperature could become a high-priority parameter for Pueblo.

Pueblo may be able to perform a site-specific study or modeling to determine temperature loss through the mixing zone, which could be incorporated in any temperature limit calculation.

4.5.6 Arsenic

The current arsenic standard for the WRF is 0.02 to 10 µg/L and is based solely on water supply uses. The range in the standard means that a limitation would be developed based on the 0.02 µg/L standard but will never be less than 10 µg/L. The EPA is expected to promulgate a new arsenic standard for drinking water in the near future. Pueblo will need to be attentive to whatever EPA proposes as it may result in the adoption of a more stringent standard for water supply segments.

Although not a current concern for Pueblo, the WQCD has started a workgroup process regarding the standard for water+fish (water supply and aquatic life class 1), which is currently set at 0.02 µg/L. This standard is well below method detection limitations and technology does not exist that can treat a wastewater effluent to such low levels. Additionally, naturally occurring concentrations of arsenic can easily exceed this value. The WQCD intends on having a proposal for consideration by the WQCC in the June 2016 Basic Standards Hearing. Pueblo should be aware of what happens in this workgroup process in order to monitor activities at both the state and federal levels.

4.5.7 Ammonia Mussel Criteria

The EPA has developed new aquatic life criteria for ammonia in response to recent studies suggesting that some freshwater mussel species may be more sensitive to ammonia exposure than the aquatic organisms used in deriving the current ammonia criteria. Using this proposed mussel-based method, the ammonia stream standards are expected to be more restrictive on segments where mussels are present, reducing the permit limits to as low as 1.0 mg/L for the month of July.

These criteria values are a function of pH and temperature, so the actual permit limits will depend on current site-specific water quality data. The WQCD has indicated that it will not be proposing the adoption of the new ammonia criteria during the 2016 Basic Standards Hearing, which would leave the 2021 Basic Standards Hearing as the next opportunity for these standards to be proposed. If adopted in 2021, they would likely be implemented into the next renewal permit, which would be projected to occur in 2023/2024 after the Arkansas Basin Hearing. As Pueblo is currently treating to less than 1 mg/L, this is not likely to cause a significant issue for the WRF, but it is worth monitoring because of the very stringent limitations.

4.5.8 Cyanide

Cyanide is a carbon-nitrogen (CN) chemical compound that forms larger compounds with either organic or inorganic compounds. It is extremely toxic to humans and can be found occurring naturally in the environment. The current WRF discharge permit required meeting a limitation of 8.1 µg/L by January 1, 2013. The predicted future limitation upon renewal of the permit is expected to be approximately the same value. There are issues related to the analysis of cyanide in a complex effluent, including interferences, and the Practical Quantitation Limit (PQL), or reporting limit. The PQL workgroup was successful in obtaining a PQL of 10 µg/L, for the draft PQL Policy that completed the public notice process as of August 1, 2014. It is currently unknown what comments the WQCD may have received on this draft policy, but it is likely that the PQL for cyanide will remain at 10 µg/L.

4.5.9 Contaminants of Emerging Concern

Contaminants of emerging concern (CECs), also known as trace organic compounds, are chemicals now being detected at low levels, with the advancement of analytical instruments, in surface waters. Most of these chemicals are not currently regulated by the EPA at such low levels, although many are regulated at higher levels as carcinogens or toxins. There is concern that these chemicals, even at very low levels, may have a harmful impact on aquatic life and human health in sub-lethal ways. There is particular concern about endocrine-disrupting compounds (EDCs) as they have been found, at low concentrations, to impact the population of aquatic species.

CECs encompass a wide variety of chemicals including:

- Persistent organic pollutants (POPs) such as polybrominated diphenyl ethers (PBDEs; used in flame retardants, furniture foam, plastics, etc.)
- Pharmaceuticals and personal care products (PPCPs) such as medications (e.g. antibiotics, antidepressants, ibuprofen, etc.), bactericides, sunscreens, etc.
- EDCs such as synthetic and naturally occurring estrogens
- Nanomaterials such as carbon nanotubes or nano-scale particulate titanium dioxide

CECs are considered a long-term issue for the WRF and no additional treatment or studies are recommended at this time. Pueblo should continue to stay informed of potential regulatory issues related to CECs on both the state and federal levels.

4.5.10 Nonylphenol

Nonylphenol is persistent in the aquatic environment, moderately bioaccumulative, and extremely toxic to aquatic organisms. Nonylphenol is a component of nonylphenol ethoxylates (NPEs), which are typically found in industrial and consumer products such as laundry detergents and deicing solutions. As NPEs are processed in a wastewater treatment plant, the NPEs degrade into the more toxic form of nonylphenol, which is released with the treated wastewater effluent into the receiving water body.

The WQCD has adopted suites of organic pollutant standards (including nonylphenol) under Regulation 31. Nonylphenol is the first CEC that the WQCD has regulated at low levels and is implementing into discharge permits. Currently, the WQCD is implementing monitor-only requirements on major domestic facilities, to collect data for future reasonable potential evaluations.

Nationwide, the interest and concern over CECs is growing slowly. Pretreatment requirements to use alternative products are seen as the most effective means of decreasing nonylphenol in wastewater effluent. Other alternatives to treat nonylphenol, in order of highest removal, are reverse osmosis, ozone, and activated carbon. Current data for nonylphenol for the WRF indicate non-detection at a reporting limit of 4.8 µg/L. It is recommended that Pueblo's pretreatment group continue tracking new and existing users that identify nonylphenol in their process waste streams.

4.5.11 Conductivity

The EPA was expected to come out with draft criteria for conductivity by the end of 2014, but this has not yet occurred. It is currently not known what these standards may look like or how they may be applied (averaging period, facility type). Almost every facility could have an issue with this parameter and, therefore, much controversy can be expected with any such proposal. There would likely be a significant delay to the final promulgation of these standards when EPA does provide the draft version. Additionally, the WQCC would need to adopt these standards before they would be implemented in discharge permits, and it is unknown when this would occur. The WQCD would likely have a workgroup on this topic prior to proposing standards. Pueblo should be an active participant in this workgroup process and monitor activities at both the state and federal level.

4.5.12 Copper

Although not currently an issue for the WRF, AF CURE is taking an interest in copper and collecting data to support site-specific standards where needed. The Biotic Ligand Model (BLM) is a tool that may help determine an appropriate standard for copper based on the specific water chemistry of a stream. Data for several constituents are needed to implement the model including temperature, pH, dissolved organic carbon, calcium, magnesium, sodium, potassium, sulfate, chloride, alkalinity, humic acid, and sulfide. These parameters have been added to the AF CURE sampling plan so that the model can be run where needed.

4.5.13 Chloride

Pueblo should stay informed as to the potential for a new EPA standard for chloride based on the State of Iowa adopting a new, more stringent standard. For Colorado, new chloride criteria would need to be adopted by the WQCC prior to being included in any discharge permit.

4.5.14 E. Coli

E. coli is also a parameter of concern in many areas as stormwater runoff can carry *E. coli* from numerous sources into streams causing high bacteria counts and the potential for 303(d) listings. As discussed above, Fountain Creek has been listed for *E. coli*, and although this is unlikely to have an effect on the WRF, it is worth paying attention to. Additionally, the WQCD is evaluating the potential to deny mixing zones for *E. coli* and therefore permit limits would be set at the WQS and would not take into account available assimilative capacity.

4.6 Stormwater

The WRF previously held a general permit certification (COR010953) for the discharge of stormwater from the site, to the Arkansas River. This permit was terminated in January 2013 as all stormwater drainage from the site is now collected and sent to the headworks of the treatment facility.

Stormwater from the site is now considered process water, treated and discharged under the individual process water permit.

4.7 Subterranean Dewatering

The WRF holds a certification under the general permit for subterranean dewatering, COG603148.

This permit covers the discharge from 12 different wells that have been installed around the secondary clarifiers. These wells may be turned on when needed to lower the groundwater table under the clarifiers when they are to be drained and cleaned, or when other maintenance is needed. The certification does contain limitations for oil and grease, total suspended solids (TSS), and pH, although treatment is unlikely to be needed to meet the limits. Additionally, there is a requirement to monitor for selenium.

4.8 Industrial Pretreatment Program

Municipal Codes for the City of Pueblo (Title 16, Chapter 9) establish the legal authorization for the Industrial Pretreatment Program (Program). The Program is required in the WRF Permit (Part I.B.8) and is prescribed by the federal government at Code of Federal Regulations (CFR) Title 40 Part 403. The Program is approved by the EPA and is administered by the WRF, covering the entire service area.

The Program was established to implement a federally mandated Clean Water Act program that is intended to protect the WRF from pollutants that could cause operational interference or that could pass through the WRF and into the Arkansas River. The Program is also designed to protect the WRF's collection system, workers, and the environment from harm that could result from pollutants in wastewater discharges. Industrial/commercial facilities within the WRF's service area are subject to Program controls and regulations.

All industrial/commercial users are subject to regulation when applicable. Permits are issued to significant industrial users (SIUs), which include both a Categorical user and an SIU. Categorical users are those whose operations/processes meet the applicability standards in 40 CFR Parts 405 through 471; SIUs are users who meet criteria in the definition of SIU at 40 CFR 403.3(v), which includes users who have a reasonable potential to affect operations or the environment. Best management practices (BMP) programs are established, which do not require permits, but nevertheless carry the same requirement for compliance as do permits. BMP programs are often established for sectors that are similar in their business operations and generate the same pollutant(s) of concern. For example, a fats, oils, and grease (FOG) program applies to food service businesses to control animal fats; a petroleum oil, grease, and sand (POGS) program applies to automotive businesses to control petroleum products and aggregates.

Pollutants are identified and limits are established by EPA regulation and by Local Limits determinations. BMPs are a performance standard, rather than a numerical limit. Discharge limits must be met and BMPs must be performed in order to comply with requirements; both are viewed equally with respect to enforcement. Pretreatment controls generally include pretreatment processes and equipment to remove pollutant(s) from a user's waste stream prior to its discharge to the sanitary sewer system, spill/chemical controls, proper solid/hazardous waste disposal offsite and other than the sanitary sewer system, and good housekeeping. The Program conducts inspections

and sampling, and imposes reporting to ensure compliance. Pueblo has recently completed an update to the local limitations and is awaiting EPA approval.

In order to identify new or relocated industries, staff reviews all new and remodeled commercial property and tenants; monitors phone books, news reports, and newspapers; attends neighborhood community meetings when the subject includes new businesses; checks the City's website for the new business list and sales tax section; and drives through the city looking for new or unknown business operations. The WRF currently has nine permitted industrial users that are inspected once or twice per year, and monitoring is conducted after treatment or at manholes. Approximately 2,065 other commercial users were identified in the service area in 2013.

4.8.1 Cyanide and Ammonia

The sampling program has discovered the occasional cyanide hits as well as occasional high ammonia concentrations. The cyanide hits may be the result of analytical issues as there are many known interferences and issues with the analytical methods for cyanide, especially in domestic wastewaters. The ammonia issue also cannot be pinpointed at this time as it does not occur often enough or last long enough to be able to trace it through the collection system. There is a known chemical manufacturer in the service area; however, it is a non-discharging facility. The effort to track the ammonia discharge will continue, but due to the sporadic nature of this discharge, it may not be discovered.

4.8.2 Fats, Oils, and Grease

Fats, oils, and grease (FOG) can clog pipes and pumps both in the public sewer lines as well as in wastewater treatment facilities causing sewer backups and spills and can interfere with equipment and processes at the WRF. Over the past five years, nearly 50percent of the sewer blockages that occurred in Pueblo were partially caused by FOG. Recognizing that preventing FOG from entering the sewer system is the best method for eliminating these types of backups and spills, the Pueblo Wastewater Department has been proactive in trying to reduce the amount of FOG entering the sewer system by developing and distributing best practices for restaurant managers and households with tips aimed at eliminating the disposal of FOGs through the wastewater collection system.

The City currently has the authority to require property owners to install and maintain grease, oil, or sand interceptors when necessary. However, no City or County agency currently inspects interceptors to ensure property owners are performing the required maintenance on those interceptors. EPA Region 8 has noted some of these deficiencies in the Pueblo's pretreatment program and has recommended that the City adopt a FOG control ordinance. CDPHE has conducted an operation and capacity inspection of Pueblo's sanitary sewer collection system and has also recommended adopting a FOG control ordinance.

In light of the recommendations by the EPA and CDPHE, and the potential risk of backups and overflows, it is recommended that a FOG control ordinance be adopted in the near-term.

4.9 Summary

Pueblo continues to be an active participant in the regulatory process by contributing to AF CURE, CMF, WQF, WWUC, and other workgroups and monitoring committees. By being proactive, Pueblo has the best opportunity to anticipate and prepare for changes in the regulations that impact its treatment systems.

A review of the regulatory drivers and current performance indicates that the WRF is comfortably meeting all of the current regulatory requirements in the permit. Table 4-5 summarizes the primary parameters of concern, the time frame of impact, and recommended actions. Near-term issues are

likely to occur within the next 9 years, including the effective date of the Regulation 31 nutrient standards in 2022 and the likely adoption of these standards into the Arkansas Basin in 2023. Long-term issues are assumed to occur after 2023, but the impacts are unclear at this time. Nutrients are the main near-term regulatory drivers requiring process treatment upgrades. Treatment alternatives will be evaluated as part of this Master Plan to identify potential technologies, site location, and costs for future planning.

Table 4-5. Summary of Recommendations for Water Quality Drivers

Parameter	Recommendation
Near Term	
Nutrients	Continue the evaluation of treatment alternatives associated with the Nutrient Grant for meeting the Regulation 85 values and how best to meet the Regulation 31 values in the near future (2021).
Selenium	Continue effluent and in-stream monitoring. Track the progress of EPA selenium criteria updates and plans for WQCD/WQCC implementation of revised selenium standards. Estimated adoption date of 2021.
Sulfate	Continue effluent and in-stream monitoring. Track the progress of WQCD/WQCC regarding the potential for elimination of the sulfate standards from Regulation 31 in 2016, with workgroups on Regulation 31 likely starting in late 2014 or early 2015.
Nitrite/nitrate	Pueblo should monitor the levels of these parameters in the effluent, especially nitrite.
Temperature	Continue effluent and in-stream monitoring and on progress made in CMF or Permit Issues Forum.
Ammonia	Track EPA ammonia criteria and plan for WQCC/WQCD plans for adoption and implementation of revised ammonia standards. Estimated adoption date of 2021.
Arsenic	Continue in-stream and effluent monitoring and participate in efforts leading up to the 2016 Basic Standards Hearing that will revise the arsenic standards. It is possible that this could be delayed until 2021 because of timing for EPA to develop alternate criteria.
Nonylphenol	Although it appears that nonylphenol will not be an issue, continue monitoring the effluent concentrations and tracking nonylphenol contributions from dischargers.
FOG	Draft and adopt a City FOG Ordinance implementing a FOG management program.
Long Term	
CECs	Continue to stay informed of potential regulatory actions. It is likely that criteria for individual constituents, or groups of constituents, may be developed individually as information is available as opposed to a blanket criterion for the category of contaminants.
Conductivity	Track the progress of EPA conductivity criteria and WQCC/WQCD plans for adoption and implementation. Estimated adoption date is unknown as draft criteria is not even out for public comment and is expected to be controversial.
Chloride	Track potential EPA chloride criteria updates.

Section 5

Telecommunications and Automation Infrastructure

The WRF uses a set of information systems for its management and operations. Activities supported by these systems include the management and operations of equipment, instrumentation, control hardware, networks, software, interface devices, and development tools. These components work together to control WRF processes and present information to staff to aid in operations, maintenance, and management.

The major system components are:

- Laboratory Information Management System (LIMS)
- SCADA
- WRF operations data system and business network infrastructure
- Security system

While these systems are not comprehensively evaluated in this Master Plan, their ongoing development and continuous improvement present substantial considerations. The telecommunications and automation infrastructure represent an important part of the WRF infrastructure and are discussed within this section.

5.1 Laboratory Information Management System

The WRF uses the LIMS Express software application from Autoscribe Limited. LIMS Express offers a set of key features that support the WRF laboratory's operations and regulatory compliance needs. It is integrated with Operator10, Water Data Management Software by AIIMax Software, Inc. LIMS Express establishes sample numbers and provides a suggested list of tests for each sample. Testing results are manually entered into LIMS Express, and the data can be exported to Operator10, from which Discharge Monitoring Reports (DMRs) can be generated by the laboratory supervisor. LIMS Express facilitates simple and quick data acquisition through queries. Data for LIMS Express are stored on a secure server within the City of Pueblo's IT Department. Lab personnel, the director of the WRF, and permit compliance specialists have access to these data.

5.2 Supervisory Control and Data Acquisition

The WRF SCADA system controls processes, supports automation, and collects process data. Programmable logic controller (PLC) peer-to-peer communication is via Ethernet over fiber network. Most variable-frequency drives (VFDs), starters, valves, and monitoring instruments are hardwire-connected to the network by PLC input/output (I/O) cards. WRF data are then collected from PLCs using RSLogix 500 (provided by Rockwell Automation) from SLC 5/05 controllers and communicated to the human-machine interface (HMI) software. WRF information is available on any plant computer/terminal via the HMI.

The WRF's process control system would have been considered world-class at one time, and has been configured with several advanced features, such as multiple equipment modes (test and operate), alarm management, detailed diagnostic screens, equipment logs, online tuning (alarms,

timers, etc.), and advanced trending. The process control system infrastructure is aging and based upon Allen-Bradley's SLC 5/05 PLC platform. The SLC 5/05 has been placed on discontinued status (announced January 2011), which means inventory will diminish and product support will be limited. Allen-Bradley/Rockwell is recommending migrating to the newer Logix chassis for new projects and is providing support for the SLC 5/05s only for existing sites. Allen-Bradley has been known to continue product support for 7 years after a product has been placed on discontinued status.

Evaluating the existing installation as compared to available resources on the market is worth pursuing, but planning is required to provide the City a long-term approach. Migrating to Allen-Bradley's ControlLogix or CompactLogix platforms would be facilitated by software modules that operate with the RSLogix 5000 software. These modules provide the advantage of function-block or flow chart programming. A module is also specifically designed to import the old RSLogix 500 database into the new RSLogix 5000 database. The Allen-Bradley platform is not the only PLC platform available, and other platforms may be considered for future use.

5.3 WRF Operations Data System and Business Network Infrastructure

The WRF uses AllMax Antero Maintenance Data Management, a business network infrastructure and software suite that includes the network infrastructure required to support typical business operations. AllMax has the capability to schedule preventive maintenance tasks; create work orders; and track completed work, labor efforts, and equipment.

5.4 Security System

The WRF currently uses a series of closed-circuit cameras for security surveillance. Cameras and video recording systems are installed in various locations throughout the WRF.

5.5 Suggested Automation Infrastructure Improvements

It is recommended that the WRF commissions a Master Plan for the Automation Infrastructure which would detail the improvements needed at the WRF to match the automation infrastructure to the level of service required and planned labor levels. Similar to the Electrical Asset and Solar Power Study performed in 2012, the Master Plan for Automation Infrastructure would scope and prioritize automation projects that could then be added to the CIP as individual projects or incorporated into existing projects.

In the meantime, the following is a list of identified automation improvements that would allow the WRF to meet operational objectives more effectively:

- Implementation of automated state effluent reporting connected to SCADA server
- Replacement of all SLC 5/05 PLCs with CompactLogix platform
- Investigation of advantages of in-plant Wi-Fi and tablet use for maintenance such as asset management, work orders, and spare parts tracking/parts re-supply
- Investigation of savings from the use of more in-line process monitors rather than laboratory dip-samples
- Standardization with multimode fiber or single-mode fiber
- Installation of:
 - A Historian server to allow review of trending data
 - A security server and multiplexer for gathering camera data

- Ultrasonic or infrared activated cameras at select sites to warn of intrusion/theft
- Total replacement of control room equipment that uses dedicated work stations and consoles
- Upgrade of any automated alarm/auto-dialer type software to call personnel in an emergency
- Monitoring of remote sites via radio telemetry

Section 6

Supporting Utilities

This section provides a breakdown of the WRF's supporting utilities, the capacity and sufficiency of each utility, and how they perform in relation to their sustainability and energy conservation goals.

6.1 Sustainability and Energy Conservation

Sustainability will be considered when evaluating facility process upgrade alternatives as part of this Master Plan. Pueblo may be interested in pursuing renewable energy options at the facility, such as capturing heat from the anaerobic digesters and heat recovery from the wastewater stream. Energy efficiency processes should also be considered during WRF upgrades. Pueblo encourages green infrastructure such as energy-efficient buildings, materials management, fuel reduction, and automation to control chemical usage.

6.1.1 Energy Efficiency

The WRF strives to improve energy efficiency and reduce energy consumption and, in 2013, a project for the installation of solar panels was completed. Additionally, the WRF has installed a hot water loop system that provides heat for the buildings at the WRF, helping to reduce costs for heating. These systems are discussed further in subsequent sections.

There may be an opportunity to increase the amount of biogas that can be harvested with future projects at the WRF. An energy audit is scheduled for late 2014/early 2015, which may identify other opportunities for energy-related projects or those that may be able to be incorporated into other future projects.

6.1.2 Greenhouse Gas Emissions

Greenhouse gases are released into the air via natural or industrial processes and trap heat in the atmosphere. The three most commonly known greenhouse gases are carbon dioxide, methane, and nitrous oxide. Greenhouse gas emissions are not regulated at WWTFs, but Pueblo will continue to look at incorporating options for reducing these emissions as part of its future studies and capital improvements projects. The primary method of reducing the facility's overall greenhouse gas emissions will be to continue with reducing or offsetting the energy used at the WRF, as discussed in Section 6.1.1.

6.2 Electrical Systems

This section describes the primary electrical feeds and switchgears at the WRF.

6.2.1 Redundancy and Reliability

Because of the nature of the wastewater treatment process and the stringent permits that must be met, a high level of redundancy and reliability must be provided to ensure that reliable electrical power is provided to critical processes. Improvements to be completed during the Phase 2 and Phase 3 switchgear replacement projects will address aging infrastructure reliability and redundancy issues.

6.2.2 Main Utility Feeds

The WRF is equipped with two 13.2-kilovolt (kV) utility feeds originating from the Blende substation and Airport substation. The feeds move to the utility primary switchgear PSG1, and then to the primary distribution switchgear 78A/B/C/D located adjacent to the primary clarifier and the primary distribution switchgear 78E/F located near the blower building. The redundant utility feed to PSG1 is equipped with an automatic throw-over (ATO) switch owned by the electric utility. The ATO is fed from either the Blende or Airport substation.

Each process within the WRF is capable of being fed from either of these utility feeds via main-tie-main configured switchgear for redundancy.

6.2.2.1 Primary Switchgear: Part 1

Primary Switchgear 78A/B/C/D will be replaced during the Phase 3 expansion. It was originally installed in 1985 and last underwent maintenance in 2007. With an average expected equipment life of 30 years, the switchgear is due for replacement. An ATO will be built into switchgear 78A/B/C/D to allow for automatic transfer of power in case a single power feed is out of service. In addition, continuous power monitoring through SCADA is needed to allow the staff to better manage electrical loads throughout the facility.

6.2.2.2 Primary Switchgear: Part 2

Primary distribution switchgear 78E/F, located near the blower building, was installed in 1985 and is in similar condition to switchgear 78A/B/C/D. PSG 2 is fed from a sub-feed off of the utility primary switchgear PSG1 and is used to feed the blower building, anaerobic reactors, and oxic reactor equipment. An ATO will be built into switchgear 78E/F to allow for automatic transfer of power in case a single power feed is out of service. In addition, continuous power monitoring through SCADA is needed to allow the staff to better manage electrical loads throughout the facility.

6.3 Natural Gas

The natural gas service at the WRF is provided by Excel Energy. A 1¼-inch, 100-pound per square inch (psi) high-pressure natural gas line feeds the WRF. After reaching the meter regulator, the pipe increases to a 2-inch diameter line that feeds various facilities. The natural gas service to the WRF is adequate, and no additional improvements are recommended at this time.

6.4 Solar Power

The WRF strives to improve energy efficiency and reduce energy consumption and, in 2013, a project for the installation of solar panels was completed. This project was aimed at not only offsetting but exceeding the increase in energy demand needed to switch from chlorine gas to ultraviolet (UV) disinfection. Currently, this project produces approximately 15 percent of the WRF's energy needs.

6.5 Biogas

Biogas generated in the anaerobic digesters is used primarily to fuel the boilers that heat the digesters. Additionally, Pueblo has installed a hot water loop system that provides heat for the buildings at the WRF. This helps to reduce the costs for heating the buildings. Any remaining biogas is burned in the waste gas flare.

There may be opportunities to increase the amount of biogas that can be harvested and beneficially used with future projects at the WRF. An energy audit, scheduled for early 2015, may identify other

opportunities for energy-related projects or those that may be able to be incorporated into other future projects.

6.6 Potable Water

The WRF is provided potable water from the City of Pueblo through 8-inch diameter potable water lines. The pipe diameter decreases to 2 inches between the grit removal and primary clarifier. The new chemical feed building, to be completed in 2016, will have 6-inch diameter potable water lines. The system is adequate for all current and anticipated process needs and no improvements are recommended at this time.

Section 7

Existing Conveyance System

The WRF receives wastewater from multiple entities. The service area is described in Section 3. While the City is also considering expanding its service area to include Pueblo Springs Ranch, due to the proposed size of the community, it is likely that its wastewater flows will be conveyed separately to the WRF rather than through the existing collection system.

Wastewater from all customers within city limits is collected by the City and treated at the WRF. A map of the existing collection system is presented in Figure 7-1. The City has a contract to treat wastes from the Blende Sanitation District. These wastes are separately conveyed to the WRF by means of a 12-inch diameter depressed sewer (the Blende Interceptor) under the Arkansas River.

7.1 Collection System

The City operates and maintains approximately 461 miles of gravity sewers in its collection system. Pipe distribution by size and length is summarized in Table 7-1. About 87 percent of the collection system by length consists of pipes with diameters less than or equal to 12 inches. More than 77 percent of the system by length is composed of 8-inch diameter pipes.

Table 7-1. Collection System Summary			
Diameter, in.	Collection System Length, ft	Diameter, in.	Collection System Length, ft
4	127	30	29,846
6	7,576	33	4,758
8	100,157	36	13,118
9	336	38	1,837
10	90,980	44	1,834
12	115,522	48	4,673
14	8,680	56	191
15	119,652	60	2,792
16	654	66	887
18	57,682	68	1,836
21	29,425	72	666
24	19,534	81	970
27	15,794		
Total		629,528 ft	

Source: Black & Veatch Corporation, 2009

7.2 Major Lift Stations

The City of Pueblo currently uses nine lift stations. All of the lift stations include duplex pumps and operate in a lead/lag mode of operation, with automatic alternation of the lead and lag pumps. Table 7-2 provides a summary of the lift stations serving the WRF, including their location, capacity, and

total dynamic head. Table 7-3 includes information about the wetwells and force mains associated with the lift stations. The lift station locations and sewer pipes are shown on Figure 7-1.

Table 7-2. Lift Station Summary			
Lift Station	Location	Pump Capacity, gpm	Total Dynamic Head, ft
Albany Street	Albany Avenue and 9th Street	300	Unknown
AIP 1	United Avenue and Lockheed	220	81
AIP 2	State Highway 96 and 29½th Lane	500	60
AIP 3	State Highway 96 and 27th Lane	500	50
AIP 4 (Belle Plain)	7th Street and Belle Plain Avenue	565	75
Greenwood	Greenwood Street and 4th Street	300	13
Portland	Portland Avenue and Fir Street	75	Unknown
Target	Target Store between United Avenue and State Highway 96	251	Unknown
Nature Center	The Nature and Raptor Center of Pueblo	Unknown	Unknown

Source: Black & Veatch Corporation, 2009

Table 7-3. Wetwell and Force Main Summary						
Lift Station	Wetwell				Force Main	
	Diameter, ft	Depth, ft	Working Volume ^a , gal	Level Variation ^b , ft	Diameter ^c , in.	Length, ft
Albany Street	6	17	211	2.0	4	N/A
AIP 1	11	26	1,070	1.5	6 (12)	12,270
AIP 2	11	30	1,070	1.5	8 (14)	10,546
AIP 3	11	22	1,420	2.0	8 (14)	5,194
AIP 4 (Belle Plain)	11	26	1,420	2.0	8 (14)	10,446
Greenwood	6	20	317	1.5	4	60
Portland	5	17	150	1.0	8	N/A
Target	6	40	630	3.0	10	N/A
Nature Center	Unknown	Unknown	Unknown	Unknown	N/A	N/A

Source: Black & Veatch Corporation, 2009

- a. Volume between start lead pump and stop lead pump.
- b. Level variation is the depth between start lead pump and stop lead pump.
- c. The number in parentheses represents the parallel size in inches.

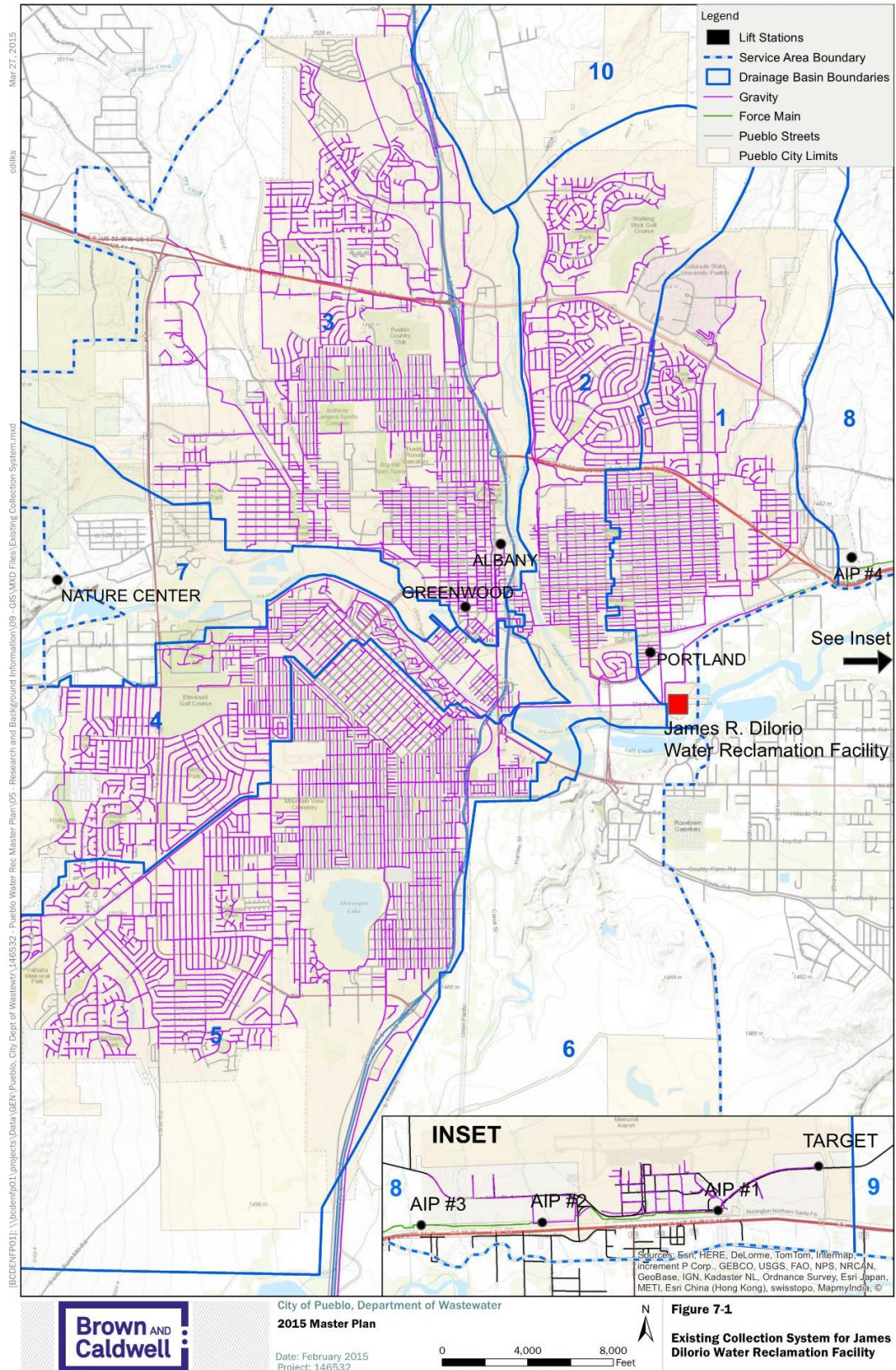


Figure 7-1. Existing collection system for the WRF

Section 8

Wastewater Characteristics

The 2006 Master Plan served as the source for the projected flows and loadings with adjustments based upon an evaluation of recent population and flow data sets. While the 2006 Master Plan provided its current influent wastewater characteristics based upon data from 2001 to 2005, this Master Plan provides current wastewater characteristics based upon data from January 2012 to January 2014, the data set that best represents the process configuration changes made in 2013 at the WRF. When influent trends are needed to be shown over a longer period of time, data from 2009 to 2014 is used. The 2006 Master Plan also provided design wastewater characteristics that were computed for a projected population of 147,000 people, which was the population used in the 1989 redesign of the WRF. This Master Plan has extended the population projections for the planning period through 2034, and these projections were used to prepare the design wastewater characteristics.

8.1 2006 Master Plan Wastewater Characteristics

The 2006 Master Plan provided design wastewater characteristics for flow, biological oxygen demand (BOD₅), and TSS for the facility to serve a projected population of 147,000. These wastewater characteristics for raw influent and resulting peaking factors were presented in Table TM2-5 of the 2006 Master Plan and are summarized in Table 8-1. The WRF was nearing its organic loading capacity and the maximum month (MM) 5-day carbonaceous biochemical oxygen demand (CBOD₅) rating of the facility was increased from 33,100 pounds per day (lb/d) to 34,910 lb/d, as part of the 2013 WRF expansion.

Table 8-1 presents the design wastewater characteristics for the existing facility to serve a population of 147,000 people.

Table 8-1. 2006 Master Plan Design Wastewater Characteristics					
Parameter	Annual Average (AA)	Maximum Month (MM)	Peak Day (PD)	MM:AA Peaking Factor	PD:AA Peaking Factor
Flow, mgd	15.7	19	30	1.21	1.91
CBOD ₅ , lb/d	27,930	34,910	36,870	1.25	1.32
TSS, lb/d	33,810	39,560	42,260	1.17	1.25

Source: Black & Veatch Corporation, 2006

8.2 Data Comparison

The 2006 Master Plan also provided wastewater characteristics for flow, BOD₅, and TSS based upon influent data collected from 2001 to 2005. These wastewater characteristics were presented in Table TM2-2 of the 2006 Master Plan and are summarized in Table 8-2 below. For comparison, current WRF influent flow, BOD₅, and TSS data from January 2012 through January 2014 were analyzed to update the design wastewater characteristics. Because of very high TSS values and a number of high BOD₅ values, the resulting peaking factors were significantly higher than typical ranges often found in similar facilities. To adjust for those high peaking factors, individual daily concentration data for BOD₅ and TSS were eliminated if these values did not fall within three

standard deviations of their corresponding annual average value. The resulting filtered data set was used to generate the current influent flow and loadings presented in Table 8-2.

Table 8-2. 2006 Master Plan and 2012–14 Influent WRF Data Comparison

Parameter	Annual Average (AA)		Maximum Month (MM)		Peak Day (PD)		MM:AA Peak Factor		PD:AA Peak Factor	
	2006 Master Plan ^a	2012–14 WRF Data	2006 Master Plan ^a	2012–14 WRF Data	2006 Master Plan ^a	2012–14 WRF Data	2006 Master Plan ^a	2012–14 WRF Data	2006 Master Plan ^a	2012–14 WRF Data
Flow, mgd	11.1	10.2	14.2	11.0	16.9	14.20	1.21	1.08	1.91	1.40
BOD ₅ ^b , mg/L	218	228	--	--	--	--	--	--	--	--
BOD ₅ ^b , lb/d	20,035	19,266	25,070	22,194	26,510	28,138	1.25	1.15	1.32	1.46
TSS ^b , mg/L	259	332	--	--	--	--	--	--	--	--
TSS ^b , lb/d	23,945	28,104	27,920	31,556	30,000	57,058	1.17	1.12	1.25	2.03

a. Black & Veatch Corporation, 2006

b. 2012–14 BOD and TSS values are filtered data.

In comparison to the 2001–05 influent data, current average TSS and BOD₅ concentrations increased by 28 percent and 5 percent, respectively, while the average annual flow (AAF) decreased by approximately 8 percent. This is a similar scenario that other Front Range wastewater utilities are experiencing; reduction in wastewater flow because of water conservation measures and an infiltration and inflow control programs, which results in increased influent concentrations.

As a result, when comparing the peaking factors, the current flow peaking factors are lower than those reported in the 2006 Master Plan. In terms of the loading peaking factors, the current maximum month to annual average factors are close although slightly lower than those reported in the 2006 Master Plan; however, the peak day-to-annual average peaking factors are significantly higher. The current TSS peak day factor is 62 percent and the BOD₅ peak day factor is 11 percent higher than those in the 2006 Master Plan.

8.3 Population Projections

The 2006 Master Plan's population projections serve as the basis for the population projections presented in this Master Plan. According to the 2006 Master Plan, the redesign of the WRF that was completed in 1989 was based on serving a population of 147,000.

In the 2006 Master Plan, growth rates of 1 percent and 0.5 percent were assumed. The 1 percent growth rate was provided by the City of Pueblo Department of Planning and Development and the 0.5 percent growth rate was estimated by the U.S. Census Bureau. These growth rates are graphically depicted in Figure 8-1.

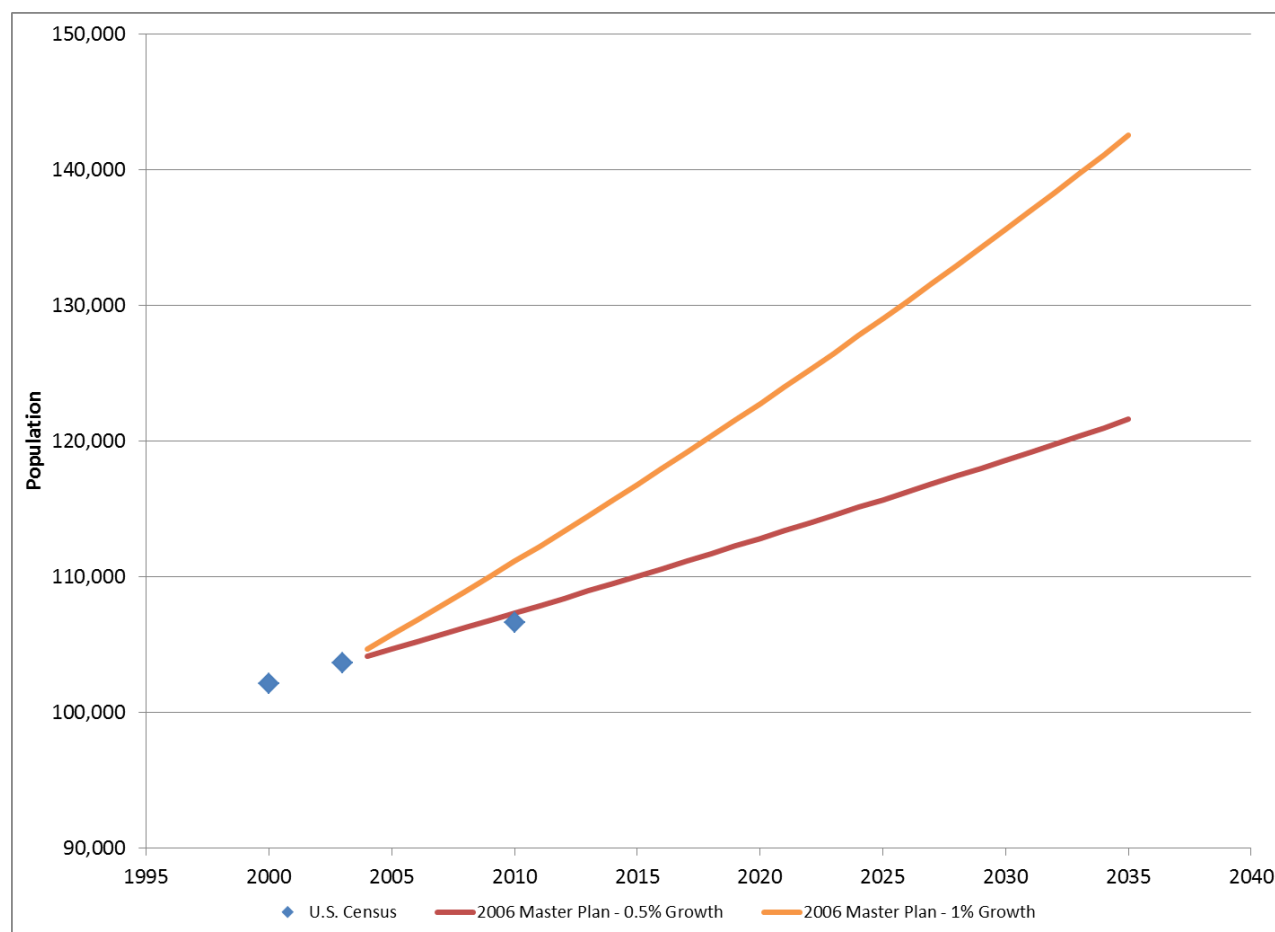


Figure 8-1. Census population and projected growth

Table 8-3 presents the population for the city of Pueblo in 2000, 2003, and 2010, as reported by Black and Veatch in the 2006 Master Plan based upon U.S. Census Bureau data. Table 8-4 shows the annual rate of population change, as computed using the data from Table 8-3. The computed annual rates of change show that between 2000 and 2003, the annual rate of population change was 0.50 percent, but this decreased to 0.41 percent when computing the annual rate of change over a larger time frame from 2000 to 2010. These data show limited growth over the past 10 years in Pueblo, so the projections from the 2006 Master Plan that use 0.5 percent are more appropriate for generating the expected population for the 2015 Master Plan. The 2015 Master Plan adjusted the 2006 population projections based upon the most recent 2010 U.S. Census data. The adjusted population projections to be used by this Master Plan as compared to the 2006 Master Plan are shown in Table 8-5.

Table 8-3. Population for City of Pueblo	
Year	Population
2000	102,121
2003	103,648
2010	106,595

Sources: United States Census Bureau , 2014 and Black & Veatch Corporation, 2006

Table 8-4. Annual Rate of Population Change

Time Frame	Annual Rate of Change
2000–03	0.50%
2000–10	0.44%
2003–10	0.41%

Table 8-5. Population Projections for City of Pueblo

Year	2006 Master Plan Population Projection ^a	2014 Master Plan Population Projection ^a
2014	109,493	108,743
2019	112,258	111,489
2024	115,093	114,304
2029	117,999	117,190
2034	120,979	120,150

a. These projections reflect an annual growth rate of 0.5%.

8.4 Projected Flows and Loadings

Influent flows, along with flow peaking factors, have decreased significantly from those used in the 2006 Master Plan. In comparison to the annual average and maximum month influent flows presented in the 2006 Master Plan, the city of Pueblo has seen a decrease of approximately 8 and 22 percent, respectively, for data analyzed between January 2012 and January 2014.

Figure 8-2 shows the daily influent flow data recorded from January 2012 through January 2014. Significant flow events occurred on August 7 and September 15, 2013. August 7 had the highest 24-hour rainfall event during the period of record of 1.89 inches, while a significant flooding event occurred on September 15 around Pueblo County.

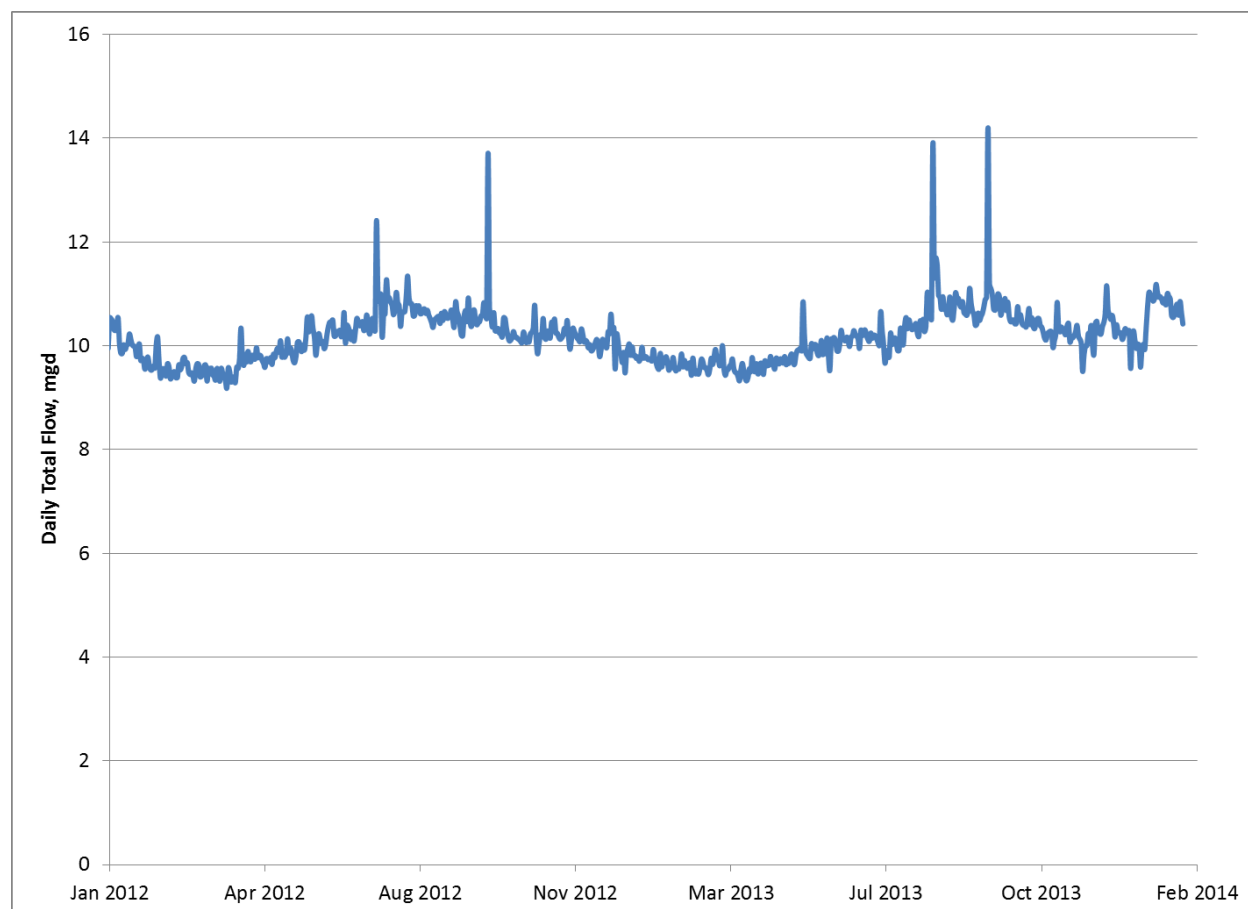


Figure 8-2. Daily total flow, 2012–January 2014

Table 8-6 presents the flow and load unit factors from the 2006 Master Plan as compared to those calculated based on recent WRF data and the projected 2014 population of 109,493 from the 2006 Master Plan. As discussed previously, the influent flow per capita has decreased in recent years; however, the TSS and BOD₅ concentrations and loads have increased. In the 2006 Master Plan, the projected maximum month influent flows were based on an annual average of 107 gallons per capita per day (gpcd) and a maximum month flow (MMF) to annual average peaking factor of 1.21. Assuming the projected 2014 population from the 2006 Master Plan and the 2012 – 14 AA influent flow, the resulting flow per capita is 93 gpcd, significantly lower than the 107 gpcd value previously adopted in the 2006 Master Plan. While the BOD₅ loading unit factor, in pounds per capita per day (ppcd), is similar to the 2006 Master Plan value, the TSS loading unit factor is higher.

Table 8-6. Summary of Influent Flow and Load Unit Factors ^a		
Parameter	2006 Master Plan	2012–Jan 2014 WRF Data (Filtered)
Flow, gpcd	107	93
BOD ₅ load unit factor ^b , ppcd	0.19	0.18
TSS load unit factor ^b , ppcd	0.23	0.26

a. All per capita values are based on a population of 109,493, the 2014 population projected in the 2006 Master Plan.

b. The BOD₅ and TSS unit factors are calculated using their respective AA loads shown in Table 8-2.

8.4.1 Flow Projections

For the basis of this study, 93 gpcd will be used rather than the 2006 Master Plan future flow projection of 107 gpcd to account for the flow reduction trend at the WRF. The adjusted projections shown in Figure 8-3 are based on the lowered flow per capita value of 93 gpcd and the 2006 Master Plan design maximum month peaking factor of 1.21. Although new peaking factors were calculated based upon 2012 – 14 WRF data, they were similar to the 2006 Master Plan peaking factors. Ultimately, the 2006 Master Plan values were selected as design values for this Master Plan update in order to promote consistency with the peaking factors for the most recent design of the biological nutrient removal (BNR) process at the WRF.

Figure 8-3 shows both the 2006 Master Plan and adjusted flow projections in addition to the maximum month flow values reported from the 2001–05 (shown in 2003) and 2009–14 WRF data sets for comparison. Considering the reduction in flows since the 2006 Master Plan and very modest growth, the adjusted flow projection (shown in red) will be assumed for this Master Plan update.

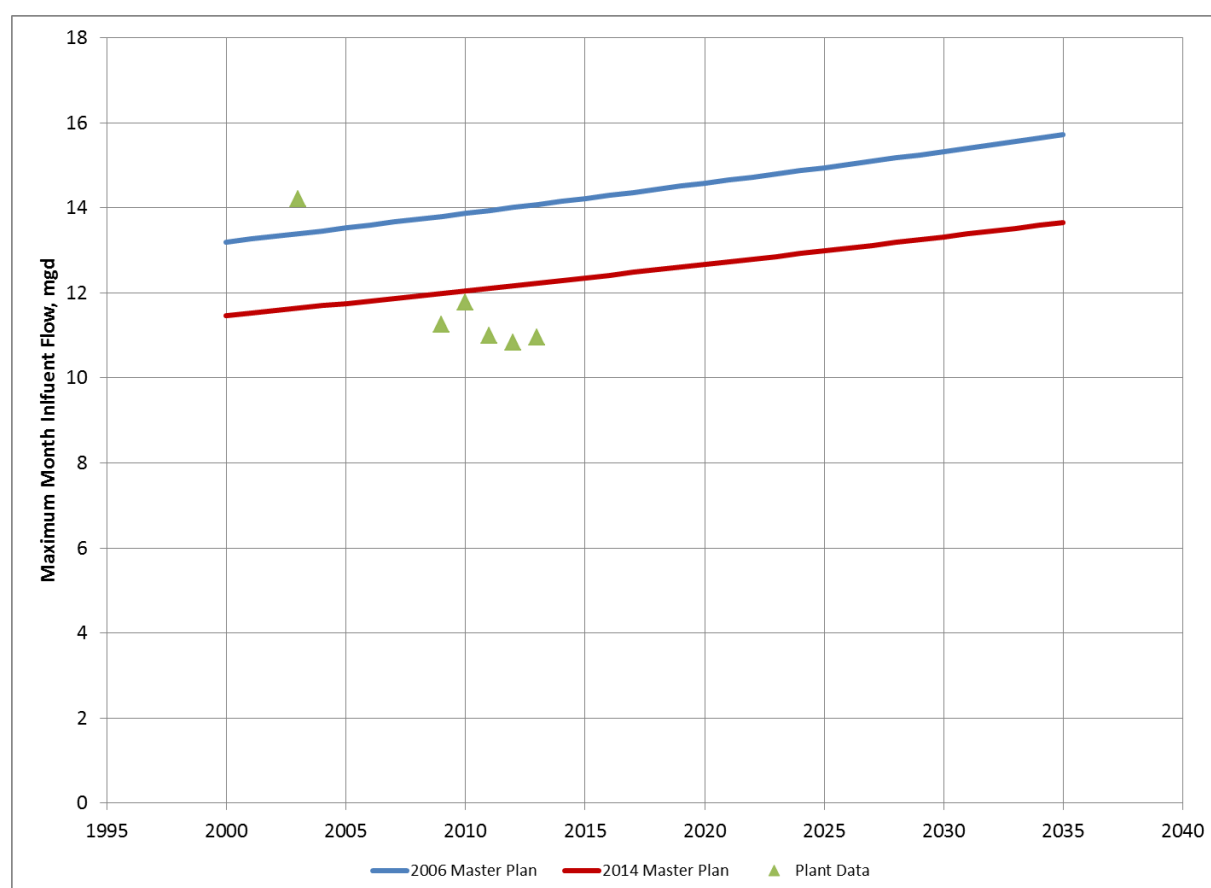


Figure 8-3. Influent flow: WRF data and projections

8.4.2 BOD₅ Loading Projections

In the 2006 Master Plan, the projected maximum month influent BOD₅ loads were based on 0.19 ppcd and, erroneously, a peak day flow-to-annual average peaking factor of 1.32. The maximum month-to-annual average peaking factor of 1.25 should have been used instead. This error has been corrected for this Master Plan so that the maximum month-to-annual average peaking factor of 1.25 is used to project maximum month influent BOD₅ loads as shown in Table 8-7.

Figure 8-4 presents the maximum month BOD₅ load as a function of time from 2000 to 2035. This includes the maximum month BOD₅ load projections for this Master Plan and from the 2006 Master Plan. Actual influent WRF data are also shown for 2001 to 2005 and 2009 to January 2014. The influent BOD loadings from 2009 to January 2014 are shown by year, indicated by green triangles. The influent data for 2000 to 2005 were represented by only one data point in the 2006 Master Plan, so it is shown as one green triangle rather than by year on Figure 8-4. The 2006 Master Plan recommended increasing the maximum month BOD₅ load capacity permit rating from 33,100 lb/d to 34,910 lb/d in order to serve a design population of 147,000 people. The permit design rating was increased to 34,910 lb/d, and this is shown on Figure 8-4. The 80 percent design trigger of 27,928 lb/d can also be seen.



Figure 8-4. Maximum month BOD₅ loads: WRF data and projections

8.4.3 TSS Loading Projections

The TSS design rating of the existing facility is 39,360 lb/d. In the 2006 Master Plan, the projected maximum month influent TSS loads were based on 0.23 ppcd and a maximum month flow peaking factor of 1.17. Recent WRF data (filtered) indicates a higher TSS rate of 0.26 ppcd but a lower maximum month flow peaking factor of 1.12 compared to the 2006 Master Plan design values. The peak day peaking factor determined from recent WRF data (filtered) is significantly higher than the 2006 Master Plan values: 2.03 versus 1.25. If the WRF data were not filtered for outliers, the TSS rate would increase to 0.27 ppcd and the peak day peaking factor would increase from 2.03 to 4.20.

For the purpose of this study, the filtered TSS rate of 0.26 ppcd and the design maximum month peaking factor of 1.17 from the 2006 Master Plan were used to project the TSS loads to 2035. Figure 8-5 shows the maximum month TSS loadings reported from the 2001–05 (shown in 2003) in

addition to the reported maximum month TSS loading data from January 2009 through 2013 (shown as green triangles). The red line on the graph represents the projected maximum month TSS loading projection for this master plan update (TSS projections were not provided in the 2006 Master Plan and could not be shown for comparison).

As noted earlier, the WRF-reported TSS values are significantly higher in recent years than in the past. WRF operations staff believe that the maximum month WRF MM TSS values are lower than those reported, indicating that the TSS reported values are not an accurate representation of actual WRF TSS values. Therefore, the TSS load projection for this Master Plan is shown with a flatter slope (based on the filtered TSS rate of 0.26 ppd) than would be predicted through current TSS load data.

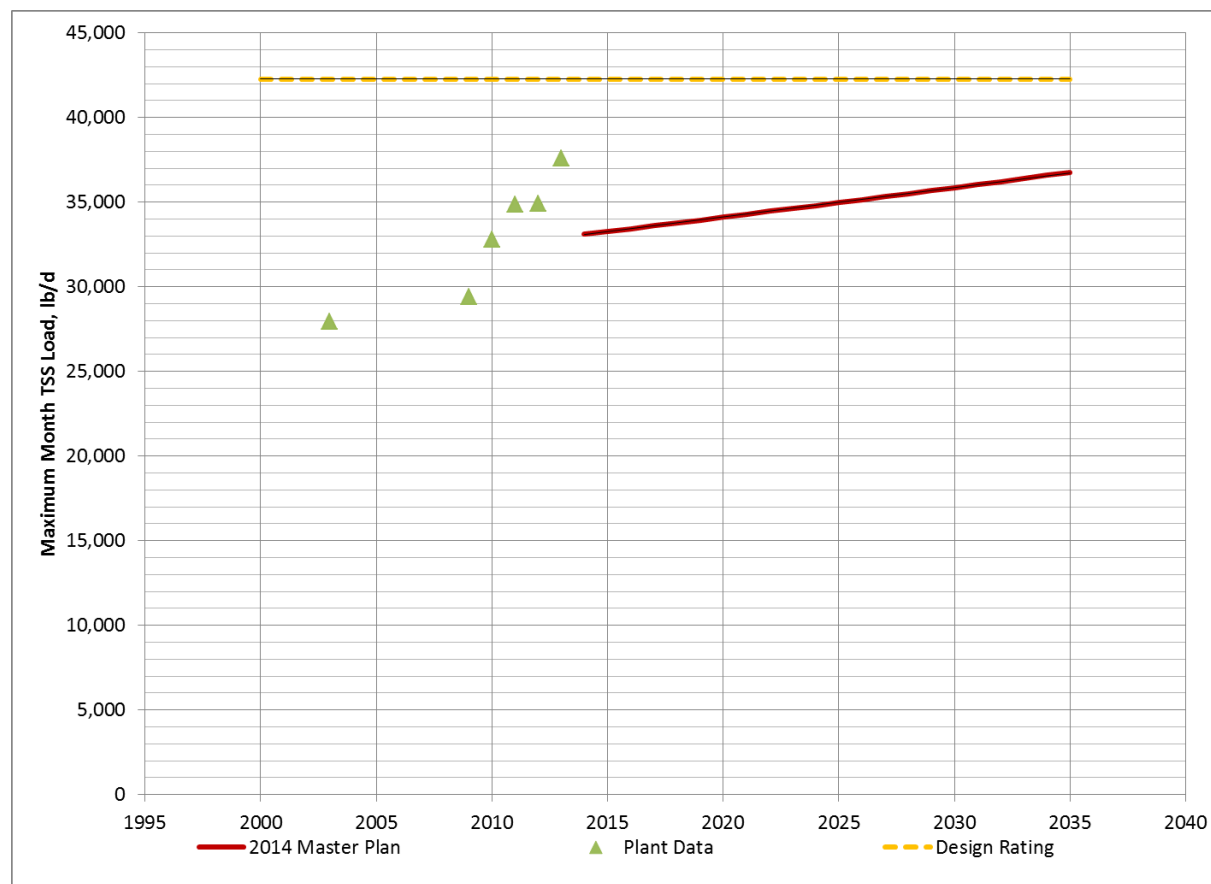


Figure 8-5. Maximum month TSS loads: WRF data and projections

8.4.4 Flows and Loading Summary

Table 8-7 presents a summary of the design load unit factors and peaking factors assumed for this Master Plan. The 2006 Master Plan design peaking factors presented in Table 8-2 will serve as the basis for future design scenarios. Because the BOD₅ load unit factor that was calculated based upon 2012 – 14 data is similar to the 2006 Master Plan value, that value was used for this Master Plan update. However, the higher TSS load unit factor of 0.26 ppd was selected to account for the higher TSS loading trend seen at the WRF.

Table 8-7. Master Plan Design Values				
Parameter	Flow, gpcd	Load unit factor, ppcd	MM:AA Peaking Factor	PD:AA Peaking Factor
Flow ^a	93 ^a	--	1.21	1.91
BOD ₅	--	0.19	1.25	1.32
TSS ^a	--	0.26 ^a	1.17	1.25

a. Flow and TSS load per capita values were updated from the values presented in the 2006 Master Plan.

Table 8-8 presents the current and projected flow and loadings that will be assumed for this Master Plan update. The 20-year maximum month flow and associated organic load do not exceed the design ratings of the facility; however, the projection shows that the 80 percent BOD₅ loading design trigger will be reached in the 2027 time frame. Based on recent data, the facility is at 67 percent of its design rated organic capacity. The alternatives discussed in the subsequent sections will be designed to accommodate higher TSS and BOD₅ loadings; therefore, the City should include an organic loading rerating of the facility near the end of the planning period.

Table 8-8. Current and Projected Influent Flows and Loadings							
Parameter	Permitted Limit	80% Design Trigger	WRF Data	Projections			
			2012–14	2019	2024	2029	2034
Maximum month flow, mgd	19.0	15.2	11.0	12.6	13.0	13.3	13.3
Maximum month BOD ₅ load, lb/d	34,910	27,928	22,200 ^a	26,700	27,300	28,000	28,700
Maximum month TSS load, lb/d	39,360	N/A	31,600 ^a	33,900	34,800	35,700	36,600

a. Filtered WRF data.

Section 9

Existing Treatment Facilities

The WRF was originally constructed in 1939, and major upgrades to the facility have occurred in 1976, 1989, 2003, and 2013. Construction on the Nutrient Grant Project is scheduled to begin in 2015. These upgrades are described further in Section 9.1. The remainder of Section 9 provides detailed information for the existing facilities and their process capacities.

9.1 Historical Development of the WRF Site

This section describes the upgrades and improvements made to the WRF from 1939 to present. Figure 9-1 shows an aerial view of the major upgrades to the WRF, as they were completed in 1989, 2003, and 2013. The upgrades proposed for construction completion in 2016 are also shown. The map does not show the drying beds, which are located to the west of the area shown, nor does it show the majority of the abandoned facilities constructed in 1939 and 1976 that were originally built on the property south of the location on which the photovoltaic array is situated.

9.1.1 1939–88

The facilities placed into service in 1939 were used until the completion of upgrades in 1989. The facilities include those described in Sections 9.1.1.1 to 9.1.1.4. Additionally, an engineering building completed in 1939 is still in use today.

9.1.1.1 Headworks

The original WRF was connected to the influent diversion structure via a 66-inch diameter pipe. Raw wastewater was screened prior to entering a pump wetwell. The pump lifted screened sewage to a grit channel and the flow split into three primary clarifiers.

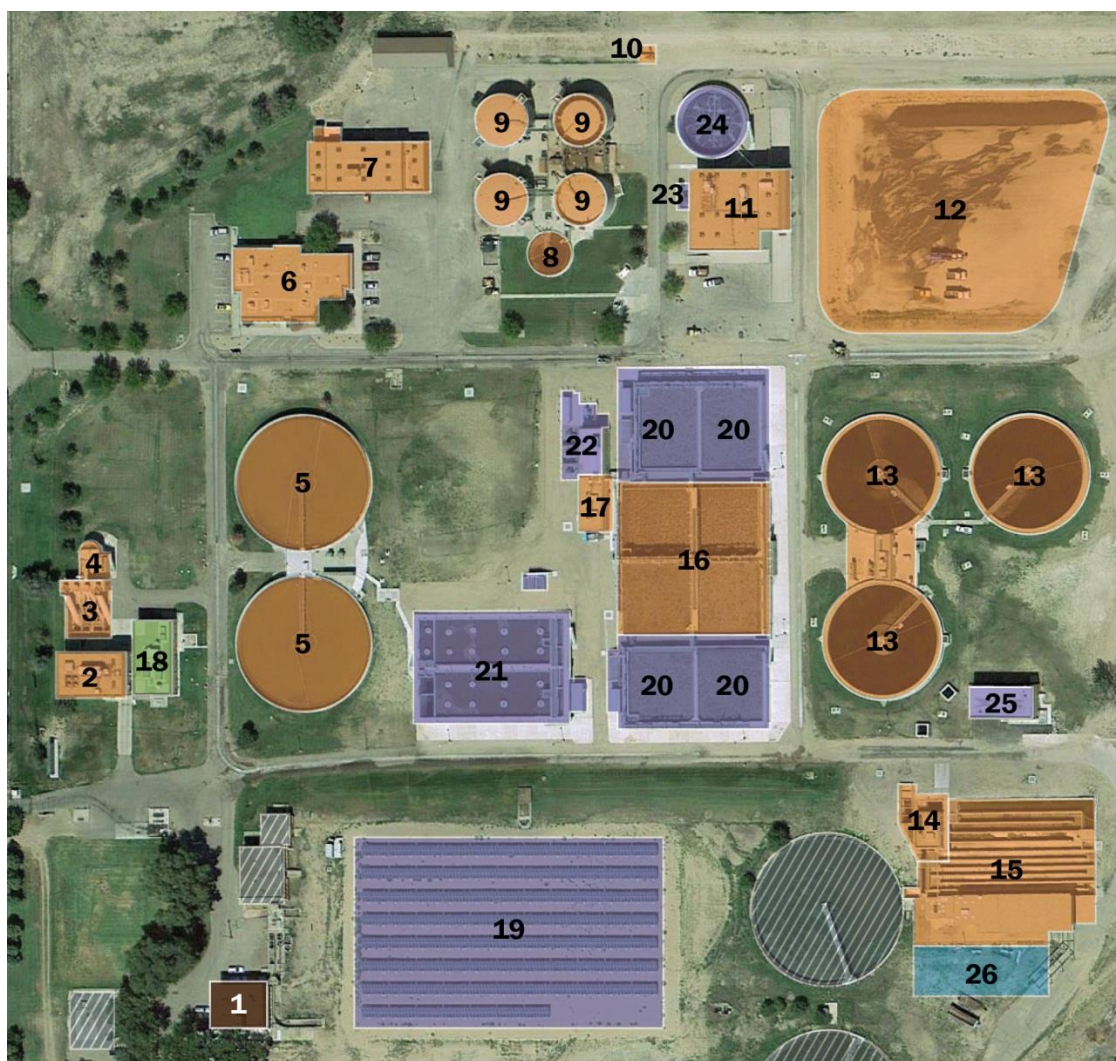
9.1.1.2 Primary Treatment

The 1939 facility was originally equipped with two primary clarifiers, each 115 feet in diameter with a side water depth of 10.5 feet. After initial construction, a third clarifier was added to the system. It was 145 feet in diameter with a side water depth of 11 feet. Primary effluent from the clarifiers flowed by gravity to a collection pipe, after which it was distributed to four rock media trickling filters.

9.1.1.3 Secondary Treatment and Disinfection

The rock media trickling filters were used for biological treatment of the primary effluent. Three trickling filters went into service in 1939, each 170 feet in diameter with a media depth of 3 feet. A fourth trickling filter was constructed in 1976, which was 170 feet in diameter with a media depth of 5 feet. The filter media of the three existing trickling filters was replaced in 1976, and improvements to their ventilation systems were completed.

Effluent from the trickling filters flowed to two final clarifiers, each 145 feet in diameter with a side water depth of 6 feet. Effluent from the secondary clarifiers then flowed to a wetwell, where pumps lifted it to the chlorine contact basin. Effluent was disinfected in the chlorine contact basin before its discharge to the Arkansas River via a Parshall flume. Separate pumps were available to recycle effluent to a recirculation box upstream of the trickling filters, as necessary.



Completed in 1939

- 1 Engineering Building

Completed in 1989

- 2 1989 Headworks
3 Raw Sewage Pump Station
4 Grit Removal
5 Primary Clarifier
6 Administration Building
7 Shop Building
8 Gravity Thickener
9 Anaerobic Digester
10 Waste Gas Burner
11 Sludge Processing Building with DAFTs/Centrifuges
12 Dewatered Sludge Storage Area
13 Secondary Clarifier
14 Non-potable Water (NPW) Pump Station
15 Chlorine Contact Basin (Updated in 1989, now out of service)
16 Aeration Basins (Converted to 4 Oxic Reactors in 2013)
17 Blower Building (Refurbished in 2013)

Completed in 2003

- 18 2003 Headworks

Completed in 2013

- 19 Photovoltaic Array
20 Oxic Reactor
21 Preanoxic/ Anaerobic/ Anoxic Reactor Complex
22 Blower Building Electrical Room
23 Ferric Chloride Feed System
24 Centrate Equalization Tank
25 UV Disinfection Building

To Be Completed in 2016

- 26 Chemical Feed Building

Completed Prior to 1989 and Now Abandoned

Figure 9-1. Aerial view of historical development

9.1.1.4 Solids Handling

Sludge from primary and secondary treatment processes was pumped to a gravity thickener (GT), located at the original digester complex. Thickened sludge was stabilized in two primary digesters and settled in two secondary digesters. The digested sludge was then pumped to the drying beds. An aeration basin was used to treat supernatant from the secondary digesters and overflow from the GT. Effluent from the aeration basin was returned to the head of the WRF to combine with degritted influent prior to its distribution to the primary clarifiers.

9.1.2 1989 Facility Upgrades

Major upgrades to the WRF were completed in 1989. Table 9-1 shows the facilities that were abandoned on the southern end of the property and the facilities that replaced them. The locations of the new facilities can be seen on Figure 9-1.

Table 9-1. 1989 Facility Upgrades	
Facilities Abandoned in 1989, Located on Southern End of Property	Replacement Facilities Completed in 1989, Located on Northern End of Property
Headworks	1989 Headworks: raw sewage pump station, fine screening, and grit removal system
3 primary clarifiers	2 primary clarifiers
4 trickling filters	1 high rate trickling filter ^a
2 secondary clarifiers	3 secondary clarifiers
1 gravity thickener	1 gravity thickener
4 digesters	4 anaerobic digesters
1 aeration basin	1 aeration basin

a. The high rate trickling filter was decommissioned and removed from the site in 2013.

In addition to the facilities that replaced those that were abandoned, several new facilities were completed in 1989 on the northern end of the property:

- Administration building
- Shop building
- Sludge processing building with two dissolved air flotation thickeners (DAFTs) and two dewatering centrifuges
- Dewatered sludge storage area

The original chlorine contact basin on the southern end of the property was also updated, but it was kept in its original location.

9.1.3 2003 Facility Upgrades

In 2003, a new diversion structure, headworks building, and influent pumps went into service.

9.1.4 2013 Facility Upgrades

The upgrade in 2013 converted the WRF from a trickling filter/solids contact process to a BNR process. UV disinfection and photovoltaics were also completed in 2013.

The 1989 high rate trickling filter was decommissioned and removed. The three original primary clarifiers from 1939 and the 1976 trickling filter, all located on the southern end of the property,

were also removed in order to provide space for a new photovoltaic array. The new facilities that came online in 2013 are as follows:

- Pre-anoxic/anaerobic/anoxic reactor (PAAR) complex
- Blower building electrical room (the blower building was refurbished)
- Four oxic reactors
- Ferric chloride feed system
- Centrate equalization tank
- UV disinfection building
- Grid-tied photovoltaic array

Additionally, the aeration basin completed in 1989 was converted to the four oxic reactors used in combination with the four new oxic reactors. The chlorine contact basin was taken out of service because of the addition of the UV disinfection system.

9.1.5 2016 Facility Upgrades

Construction of facility upgrades should begin in 2015 and finish in 2016. These facility upgrades include chemical storage and feed systems for a coagulant (polyaluminum chloride) for P removal and a supplemental carbon source (acetic acid), to be located at the chlorine storage area of the chlorine contact basin.

9.2 Description of Existing Facilities

Figure 9-2 presents a process diagram for the liquid and solids streams at the WRF. The flow pattern for the liquid stream flow path is shown with blue lines, while the solid stream flow path is shown with brown lines. The diagram is not comprehensive of all equipment, chemical feeds, and pumps, but primary components are included. Further descriptions of these processes are provided in this section.

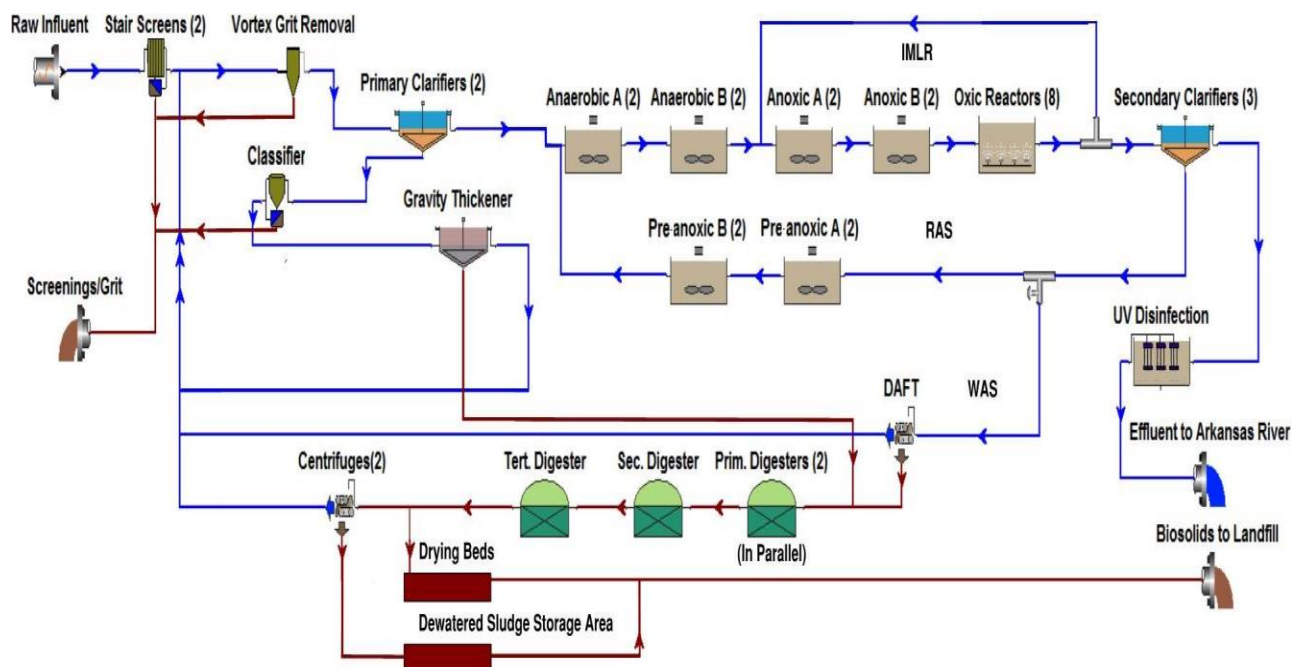


Figure 9-2. Process diagram for existing facilities at the WRF

9.2.1 Liquid Stream Overview

Raw wastewater flows to the headworks building, where it is split into two channels, each with a stair screen. The screenings are collected and processed in a washer/compactor. The washed and compacted screenings are disposed of in a landfill. From the stair screens, the flows are recombined and pumped from the raw sewage pump station to the vortex grit removal system. Recycle flows including GT overflow, DAFT supernatant, and centrate are sent to the raw sewage pump station via the recycle line as well. Grit from the removal system is further processed in the grit classifiers and disposed of in a landfill.

From the vortex grit removal system, the wastewater can be split into two primary clarifiers. Primary sludge is pumped to a grit hydrocyclone and then flows via gravity to the GT. Primary effluent flows to the secondary treatment process, which is a Johannesburg BNR process consisting of return activated sludge (RAS) denitrification in the pre-anoxic zone followed by anaerobic, anoxic, and oxic reactors for the entire liquid process stream.

The PAAR complex consists of zones with the named characteristics. RAS from the secondary clarifiers enters the first zone of the reactor, the pre-anoxic zone. In the next zone, the anaerobic zone, the RAS is mixed and processed with the primary effluent. In the final zone, the anoxic zone, mixed liquor (ML) is pumped in from the oxic reactors via the internal mixed liquor return (IMLR) line. Following the anoxic zone, the wastewater is split into eight oxic reactor areas. The effluent from the oxic reactors is combined and then split into three secondary clarifiers. The secondary effluent flows to the UV building for UV disinfection and is discharged to the Arkansas River. Waste activated sludge (WAS) from the secondary clarifier is pumped to the DAFTs and the RAS is pumped to the RAS splitter structure.

9.2.2 Solid Stream Overview

Two solid streams are produced at the WRF. The first solid stream is the screenings and grit generated at the headworks. Screenings collected from the newer screens are washed and dewatered. A grit classifier is used to wash and dewater the grit prior to disposal with the screenings.

The sludge solids stream for the WRF consists of thickened sludge being anaerobically digested, dewatered, dried, and disposed of in a landfill. The primary clarifier sludge is dewatered in a hydrocyclone and then flows to the GT for thickening. The anaerobic digesters also receive thickened sludge from the DAFTs. The DAFTs are used to thicken primary and secondary scum and WAS.

The thickened solids are treated anaerobically in one of two primary digesters (digesters 1 and 2) operating in parallel and then transferred to digester 3 and then digester 4, which are operated in series. The digested sludge is routed directly to drying beds approximately two-thirds of the year, and dewatered in centrifuges for the remainder of the year, primarily during the winter months. The use of the drying beds results in a solids concentration of 70 to 80 percent. Centrifuged biosolids are dewatered to approximately 15 to 22 percent solids, after which they are transferred to the dewatered sludge storage area of the drying beds. The dried biosolids are hauled to the landfill for disposal.

9.2.3 Facilities Data

A summary of all data for the liquid and solid stream facilities is provided in Table 9-2.

Table 9-2. WRF Facilities Data		
Process Equipment	Parameter	Details
Headworks		
Influent pumps	Number	4
	Type	Submersible
	Capacity, each	5.5 mgd
Influent pumps	Number	2
	Type	Vertical turbine
	Capacity, each	5.4 mgd
Climber screens	Number	2
	Opening size	1 in.
Stair screens	Number	2
	Opening size	1/4 in.
Raw sewage station wetwell pumps	Number	2
	Type	Enclosed screw
	Capacity, each	11.35 mgd
	Size	72 in.
Grit Removal		
Vortex grit basin	Number	1
	Diameter	18 ft
Primary Treatment		
Primary clarifiers	Number	2
	Diameter to weir, each	130 ft
	Side water depth, each	12 ft
	Water surface area, each	13,273 ft ²
	Volume capacity, each	1.19 MG
	Surface overflow rate at PHF with 2 clarifiers online	1,119 gpd/ft ²
	Design capacity	3,000 gpd/ft ² (at PHF = 88.85 mgd)
	Weir loading rate at PHF	40,000 gpd/lf (at PHF = 32.7 mgd)
Secondary Treatment		
IMLR pumps	Number	4
	Type	Submersible
	Capacity, each	10 mgd

Table 9-2. WRF Facilities Data		
Process Equipment	Parameter	Details
PAAR complex	Number of trains	2
	Pre-anoxic volume at MMF	0.22 mgd
	Anaerobic volume at MMF	0.82 mgd
	Anoxic volume at MMF	1.1 mgd
Complete mix oxic reactors (aerated reactors)	Number	8
	Total volume at MMF	4.1 MG
	Basin depth at MMF	13.9 and 14.8 ft
	Aerobic SRT	8 days
	MLSS	3,100–3,300 mg/L
	Number of diffusers	7,444
	Blowers firm capacity	20,800 scfm
Secondary clarifiers	Number	3
	Diameter, each	120 ft
	Side water depth, each	16 ft
	Water surface area, each	11,310 ft ²
	Volume capacity, each	1.35 MG
	Surface overflow rate at MMF	560 gpd/ ft ²
	Design capacity	600 gpd/ ft ² (at MMF = 20 mgd)
RAS pumps	Number	4
	Total firm rate capacity	19 mgd
UV Disinfection		
UV system	Type	Ozonia vertical lamp system
	Number of channels	3
	Number of lamps	216
	UV dose	30,829 mJ/cm ²
Gravity Thickener		
Gravity thickener	Number	1
	Diameter	40 ft
	Side water depth	10 ft
	Water surface area	1,257 ft ²
	Volume capacity	94,000 gal

Table 9-2. WRF Facilities Data

Process Equipment	Parameter	Details
Thickened sludge pumps	Number	2
	Type	Air diaphragm
	Rated capacity, each	0.130 gpm
Ferric chloride tank	Type	ECC Corrosion, Inc., FRP tank
	Number	1
	Tank volume capacity	4,500 gal
Ferric chloride metering pumps	Number	4
	Type	Electronic solenoid pulse diaphragm
Dissolved Air Flotation Thickeners		
DAFTs	Number of tanks	2
	Tank length	40 ft
	Tank width	12 ft
	Tank water depth	12 ft
	Volume capacity, each	43,090 gal
	Hydraulic throughput, each	230 gpm
Recirculation pumps	Number	3 (2 duty, 1 standby)
	Type	Non-clog centrifugal, air entraining
	Rated capacity, each	230 gpm
	Rated head, each	90 psi
DAFT polymer storage tanks	Number	2
	Volume capacity, each	500 gal
DAFT polymer feed pumps	Number	3
	Type	Positive-displacement progressive capacity 2½ in./2 in.
DAFT polymer mixing tank	Number	1 (shared with centrifuge for polymer mixing)
	Type	Lightnin model XJ-117
	Mixer speed	350 rpm
	Volume capacity	500 gal
DAFT polymer system transfer pump	Number	1 (shared with centrifuge polymer system)
	Model	Moyno model SP-36751
	Pump capacity	40 gpm
	Pump speed	1,760 rpm
	Pump power	2 hp

Table 9-2. WRF Facilities Data					
Process Equipment	Parameter	Details			
Thickened biological sludge pumps	Number	2			
	Type	Rotary lobe			
	Rate capacity, each	100 gpm			
	Rated head, each	100 psi			
Anaerobic Digesters					
Anaerobic digesters	Number	4			
	Diameter, each	50 ft			
	Digester	1	2	3	4
	Side water depth, ft	32	32	26	23
	Volume capacity, gal	470,015	470,015	381,887	337,823
Centrifuges					
Centrifuges	Number	2			
	Type	KHD Humboldt Wedag S3-3			
Centrifuge polymer storage tanks	Number	2			
	Volume capacity, each	500 gal			
Centrifuge polymer feed pumps	Number	3			
	Type	Positive-displacement progressive capacity 2½ in./2 in.			
Centrifuge polymer mixing tank	Number	1 (shared with DAFTs for polymer mixing)			
	Type	Lightnin model XJ-117			
	Mixer speed	350 rpm			
	Volume capacity	500 gal			
Centrifuge polymer system transfer pump	Number	1 (shared with DAFT polymer system)			
	Model	Moyno model SP-36751			
	Pump capacity	40 gpm			
	Pump speed	1,760 rpm			
	Pump power	2 hp			

Table 9-2. WRF Facilities Data		
Process Equipment	Parameter	Details
Centrate equalization tank	Number	1
	Diameter	65 ft
	Side water depth	13 ft
	Side wall height	14 ft
	Volume capacity	300,000 gal
	Mixing/ aeration system type	Coarse-bubble aeration
	Airflow	30 scfm/ 1,000 ft ³
	Design influent centrate flow	125 gpm
	Average equalized centrate return flow	52 gpm
	Tank centrate outlet control	Magnetic flow meter and air-actuated pinch valve
	Tank airflow control	Thermal dispersion flow meter and motor operated modulating butterfly valve
Drying Beds		
Asphalt-lined rectangular beds	Number	6
	Approximate dimensions per bed	300 ft x 90 ft
	Approximate total area	162,000 ft ²
	Resulting solids concentration after decanting	4%
Sand-lined rectangular beds	Number	12
	Approximate dimensions per bed	77 ft x 100 ft
	Approximate total area	92,400 ft ²
Asphalt-lined finishing beds	Number	2
	Approximate dimensions per bed	194 ft x 320 ft and 950 ft x 120 ft
	Approximate total area	176,080 ft ²
	Approximate available surface area ^e	138,500 ft ²
	Resulting solids concentration	70%-80%
Dewatered sludge storage area	Number	1
	Approximate available surface area ^a	59,490 ft ²

a. The approximate available surface area is based upon GIS area measurements of the current WRF operations.

9.3 Preliminary Treatment Facilities

Descriptions of these processes were adapted from the 2006 Master Plan and current O&M manuals.

Raw wastewater from the City's sanitary collection system is sent into two influent diversion structures, one serving the 1989 headworks and the other serving the new headworks constructed in 2003. The primary mode of operation is to screen influent in the new headworks building where the flow is split into two channels, each with a magnetic flow meter and ¼-inch stair screen. The collected screenings are processed in a washer/compactor and hauled to a landfill for disposal. The secondary screening facility housed in the old headworks, used as backup or during peak flows, also has two screening channels with 1-inch front-cleaned climber screens.

From the screens, the flows continue into the raw sewage pump station to be combined with various WRF recycle flows including GT overflow, DAFT supernatant, and dewatering centrate. The combined flows are pumped from the raw sewage pump station to the vortex grit removal system. The wastewater is then lifted to the vortex grit system, principally by two 72-inch diameter enclosed screw pumps (capacity of 11.35 mgd per pump). Originally, there were four influent screw pumps. However, because of reliability and maintenance considerations, two screw pumps have been replaced, each with two submersible pumps (capacity of 5.5 mgd per pump). In 2003, two vertical-turbine pumps (capacity of 5.4 mgd per pump) were installed to boost influent pumping capability. These pumps share the same wetwell level and operate in concert with each other by means of the SCADA system. The total firm pumping capacity of all units mentioned herein is 44.5 mgd with the largest unit out of service (one screw pump).

Grit collected in the vortex grit removal system is further processed in the grit classifiers and disposed of in a landfill.

9.4 Liquid Stream Process

This section describes the existing liquid stream process at the WRF, including primary treatment, secondary treatment, and UV disinfection.

9.4.1 Primary Treatment

From the vortex grit removal system, the screened and dewatered wastewater flows by gravity into two circular primary clarifiers for the removal of floatable and settleable solids. Each primary clarifier is 130 feet in diameter with a side water depth of 12 feet. Primary sludge is pumped to a grit hydrocyclone and then flows via gravity to the GT and the solids treatment process.

9.4.2 Secondary Treatment

This section outlines the existing secondary treatment process.

9.4.2.1 PAAR Complex

Primary effluent flows by gravity to the secondary treatment process, which is composed of a Johannesburg BNR process consisting of RAS denitrification in the pre-anoxic zone followed by anaerobic, anoxic, and oxic reactors. RAS is pumped from the secondary sedimentation tanks to a set of pre-anoxic zones for de-oxygenation and pre-denitrification. Primary effluent and RAS meet after the pre-anoxic zones and flow to the anaerobic zones for biological phosphorus release and uptake of readily biodegradable substrate and then to the anoxic zones for denitrification. An IMLR system brings nitrified ML effluent from the end of the oxic zones back to the anoxic zones for denitrification. There are four IMLR pumps in two pump stations, each pump rated at 10 mgd. This arrangement of unaerated reactors is known as the PAAR complex.

9.4.2.2 Complete Mix Oxid Reactors

After the PAAR complex, the ML flows by gravity to eight completely mixed oxid reactors for nitrification, phosphorus uptake, and carbonaceous organics removal. The oxid reactors are equipped with dissolved oxygen (DO) probes, fine-bubble diffusers, and turbo blowers. The existing aeration control strategy at the WRF consists of maintaining constant DO levels in the oxid reactor by changing the speed of the turbo blowers.

9.4.2.3 Secondary Clarifiers

After the BNR reactors, ML flows to three secondary clarifiers where the mixed liquor suspended solids (MLSS), as well as floating scum, are separated from the treated effluent. Each secondary clarifier is 120 feet in diameter and has a side water depth of approximately 16 feet. Secondary clarifier effluent flows by gravity to the UV disinfection system.

9.4.2.4 Return Activated Sludge Pumps

Four pumps, with a firm rated capacity of 19 mgd, convey RAS to the RAS splitter structure. WAS is diverted from the pumped RAS line into a WAS wetwell from which the WAS is pumped to the DAFTs.

9.4.3 Ultraviolet Disinfection

The WRF uses UV disinfection for final treatment of the secondary effluent prior to discharge to the Arkansas River. The UV system is an Ozonia vertical lamp system. There are three channels with two modules per channel. Each module contains 36 lamps and there are 216 lamps total.

UV-disinfected wastewater flows from the UV building through the chlorine contact tanks effluent channel and is discharged to the Arkansas River. The old chlorine contact tanks are available as a temporary disinfection backup (using calcium hypochlorite tablets) if the UV system is offline.

9.5 Solids Stream Process

This section describes the existing solids stream process at the WRF, including grit washing and screenings, GT, DAFT, anaerobic digesters, sludge dewatering centrifuges, and drying beds.

9.5.1 Grit Washing and Screenings

Inorganic solids collected from the 18-foot diameter vortex grit basin are sent to a hydrocyclone, classifier, and inclined auger for cleaning and dewatering. The dewatered grit is then transported by means of a belt conveyor to a small dump truck at the east end of the 1989 headworks building. Primary clarifier grit is dewatered using one classifier and inclined auger and conveyed to the same dump truck noted previously. Washed and dewatered screenings from the 2003 headworks are lifted to the dump truck by means of the screw press used to compact the material collected by the stair screens. The 1989 headworks provides redundancy for the 2003 headworks. If the 2003 headworks is out of service, the climber screens in the 1989 headworks are used, and the wet screenings fall onto the same belt conveyor that transports the grit to the dump truck.

9.5.2 Gravity Thickener

Thickening of sludge from the primary clarifiers is performed in the GT. The dimensions for the GT and design details for the sludge pumps are listed in Table 9-2. The primary sludge underflow is pumped to the GT at a continuously high rate. The GT increases the solids concentration from approximately 0.6 percent to approximately 6.1 percent solids on average. Two air diaphragm pumps are used to pump the thickened sludge from the bottom of the GT to one the anaerobic digesters. Scum from the GT is pumped to the DAFT process.

9.5.2.1 Ferric Chloride System for Gravity Thickener

The WRF feeds ferric chloride to the degrittied primary sludge as it enters the GT. The iron causes the dissolved sulfides to precipitate, which reduces the amount of hydrogen sulfide (H₂S) gas that emits from the GT's surface. The addition of the iron also helps to decrease struvite (magnesium ammonium-phosphate precipitate) formation by binding the soluble orthophosphate and reduces odor from the anaerobic digesters. The ferric feed system consists of a 4,500-gallon nominal capacity fiberglass-reinforced plastic (FRP) storage tank and four metering pumps. The ferric chloride storage tank is located outdoors on the west side of the sludge processing building, as it was originally intended to feed ferric chloride to the centrifuges and centrate.

9.5.3 Dissolved Air Flotation Thickeners

The two DAFT units at the WRF are located in the sludge processing building used to concentrate primary and secondary scum and WAS. Currently, scum from the GT is pumped directly to the anaerobic digesters, but it can be pumped to the DAFTs if necessary. The scum and sludge, conditioned with polymer, is thickened from approximately 1 percent to 5 percent solids. Two pumps are used to pump the thickened sludge and/or scum to the anaerobic digesters. The supernatant or overflow from the DAFT units flows by gravity to combine with the GT overflow and centrate streams, which are transferred to the raw sewage pump station. Sludge and grit from the bottom of the DAFT units is pumped to the drying beds.

The previous Master Plan had determined that the solids loading and hydraulic capacity of the DAFT system was sufficient for the rated flow of the WRF.

9.5.3.1 Polymer Feed System

The polymer feed system resides in the sludge processing building, and it provides polymer to both the DAFT tanks and the centrifuge dewatering system. The polymer system consists of a common polymer mixing tank, which mixes and activates dry polymer and feeds the storage tanks on both sides of the system. Each side consists of two storage tanks and positive-displacement, progressive-cavity feed pumps to feed their respective processes. Vertical propeller tank mixers are installed on the top of each storage tank. The system components are original to the 1984 installation of the system. It is reasonable to assume that specific components may require replacement during the design period, but a redesign of the system is not necessary to meet the demands of the dewatering or DAFT system.

9.5.4 Anaerobic Digesters

Four anaerobic digesters receive flow from various processes, including:

- Scum from the GT
- Thickened primary sludge (from the GT)
- Thickened primary and secondary scum and thickened WAS (from the DAFTs)

The digesters achieve nearly 60 percent volatile solids (VS) reduction, resulting in a digested sludge that has a solids content of approximately 3 percent. Three of the digesters have mixing equipment, and all four have heat exchanger-sludge recirculation facilities. The current operational mode is for two of the mixed units to serve as primary digesters. Secondary digestion is accomplished in the third unit with mixers. The fourth digester, which is heated but unmixed, serves as a gas and digested sludge storage tank. Current operation does not require the withdrawal of supernatant from the secondary digester.

The 2006 Master Plan determined that the digesters have adequate capacity to handle the primary and secondary solids load associated with a design population of 147,000 people and a maximum-

month capacity of 23 mgd. The influent maximum-month flow is projected to be 13.6 mgd at the end of the planning period (2034).

9.5.5 Sludge Dewatering Centrifuges

When the air temperature is too low to allow dewatering of the digested liquid sludge in the drying beds, biosolids are mechanically dewatered prior to transport to a dewatered sludge storage area. For approximately 116 days throughout the year, primarily during the winter months, the anaerobically digested biosolids are mechanically dewatered from an average percent solids of 2.8 percent to 15–22 percent using two KHD Humboldt Wedag S3-3 centrifuges, originally installed in 1984. These centrifuges are housed on the second floor of the sludge processing building.

Dewatering generally occurs during a single 8-hour shift, 6 days per week. Redundancy is achieved by running multiple shifts, if necessary. The dewatered solids are normally hauled to the dewatered sludge storage area adjacent to the sludge processing building for drying. Centrate from the centrifuges is sent to the centrate equalization tank, which is discussed in Section 9.5.5.2.

The 2006 Master Plan determined that the centrifuges have adequate capacity to meet digested sludge dewatering needs through 2025, but it is likely that equipment will need to be replaced within the planning period. The 30-year-old KHD Humboldt centrifuges are no longer manufactured, increasing the difficulty of replacing parts. The current CIP shows the dewatering equipment to be tentatively scheduled for replacement in 2019.

9.5.5.1 Ferric Chloride Feed System

While a ferric chloride system to control struvite formation in the centrate was completed in 2013, it is not currently being used in this manner. Rather, the feed system feeds ferric chloride to the dewatered primary sludge as it enters the GT. The details of the system are discussed in Section 9.5.2.1.

9.5.5.2 Centrate Equalization

The centrate equalization tank is a 65-foot diameter concrete tank located just north of the sludge processing building and east of anaerobic digester 3. Centrate is sent to the centrate equalization tank through the centrate return line when the centrifuges are in use. The centrate equalization tank aerates the centrate and meters the centrate flow into the liquid stream on a 24-hour per day, 7-day per week basis to prevent pulses of high ammonia centrate from being recycled back to the liquid stream.

9.5.6 Drying Beds

Drying beds are used at the WRF to dry digested sludge directly from the digesters in the summer months and dewatered sludge during the winter months. Figure 9-3 shows the existing drying bed locations at the WRF. The main drying beds, capable of handling liquid sludge, are located southwest of the WRF. Another drying bed is located east of the sludge processing building and is used primarily for drying of dewatered sludge from the centrifuges. Biosolids may be transported between either drying bed depending on space constraints and operational needs.

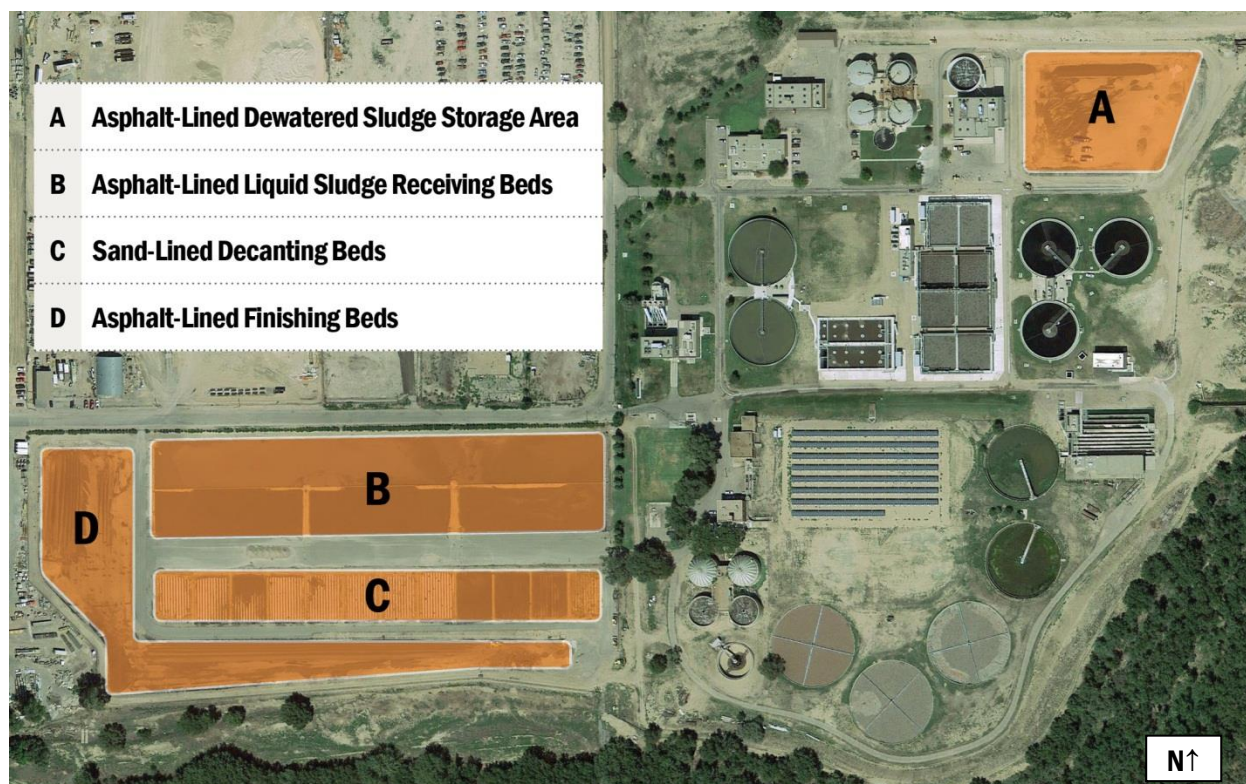


Figure 9-3. Existing drying bed layout

For 249 days throughout the year, on average, anaerobically digested biosolids are pumped to drying beds for accelerated air drying. The digested sludge is pumped directly to six asphalt-lined rectangular drying beds, shown as “B” on Figure 9-3, each approximately 300 feet long by 90 feet wide. The sludge is allowed to settle, and a portion of the liquid is decanted to sand-lined beds, “C” on Figure 9-3, and recycled into the WRF. The 12 sand-lined beds have a total rectangular footprint of 924 feet long by 100 feet wide. The remaining sludge in the asphalt-lined beds is approximately 15 percent solids, and it is sent to the finishing drying beds, “D” on Figure 9-3.

The finishing drying beds are composed of two rectangular asphalt-lined basins of approximately 320 feet long by 194 feet wide and 950 feet long by 120 feet wide. Additionally, a dewatered sludge storage area exists adjacent to the sludge processing building, shown as “A” on Figure 9-3. Dewatered solids from the centrifuge operations are hauled to this location for drying before hauling to the landfill. The dewatered sludge storage area is used as a finishing area as well. The solids are placed into windrows and periodically turned to enhance the air-drying process. The resulting solids concentration is 70 to 80 percent.

The stabilized and dry material in the drying beds is periodically trucked to the landfill for ultimate disposal. The City’s agreement with the landfill operator allows it to dispose of up to 3,500 tons per year of wastewater sludge without charge. As selenium concentrations in the biosolids are too high for beneficial land application according to EPA and CDPHE biosolids regulations, landfill burial is likely to continue as the ultimate disposal method.

Additional drying bed capacity, north of the dewatered sludge storage area, has been tentatively planned and may be added in the future.

An analysis was performed to determine if the capacity of the drying beds will be exceeded prior to 2034. This analysis is detailed in Section 1.2.8 of TM 3, provided as Appendix C to this report.

The current drying beds are within 90 percent of their theoretical capacity and will become deficient in the years between 2019 and 2024. This coincides with the theoretical implementation of Regulation 31 effluent limits and the proposed chemical P removal needed to meet those limits. The chemical precipitation is expected to increase the amount of sludge wasted by nearly 10 percent. In order to meet the projected solids loading in 2034, another 30,500 square feet (ft²) of paved drying bed area is needed, for a total of 228,500 ft² of drying bed area.

The operation and performance of a drying bed is not a precisely controllable process as performance is driven principally by weather factors. Furthermore, to get optimal capacity, hauling of dried biosolids must occur regularly to keep drying bed area open for new sludge. To account for these and other factors that would affect the actual capacity of the drying beds, it is recommended that at least 10 percent additional drying bed area be provided if expansion of the beds is to occur. That would increase the expansion area needed to 53,400 ft². This is roughly the size of the dewatered sludge storage area in the northeast corner of the facility. A drying bed expansion immediately north of this area has already been proposed at the WRF, and that is likely where this expansion will occur.

Section 10

Air Emissions and Odor Control

This section presents the regulatory requirements for air emissions and odor sources, as well as a summary of the systems used to control odors from the treatment processes.

10.1 Permits and Regulations

CDPHE's Air Quality Control Division regulates air emissions from WRFs. According to the 2006 Master Plan, Regulation 2 mandates that the dilutions to threshold (DT) number at the WRF boundary must not exceed 7 if any adjoining property is commercial or residential. The DT number must not exceed 15 if the adjoining property has uses other than residential or commercial. However, CDPHE does not typically require WRFs to perform odor monitoring unless there are significant and consistent patterns of offsite odor complaints. Because the WRF does not have a pattern of complaints, monitoring is not required. Therefore, the WRF's goal is to continue to minimize offsite odor complaints to prevent permit requirements for odor monitoring.

The WRF currently holds one permit with the CDPHE Air Pollution Control Division containing the following requirements:

- Emission limits of 8.1 tons per year of VOCs
- Process limitations of 4,657.4 MG per year
- Odor requirements, not including odor monitoring

Because no near-term regulatory requirements changes are anticipated and WRF is continuing to comply with the current air permit limits, no improvements are necessary at this time.

10.2 Sources

The 2006 Master Plan for the WRF identified several unit processes that have the potential to generate odor. Table 10-1 presents the potential odor sources and any odor control measures currently in place. Potential solutions, as identified in the 2006 Master Plan, are also provided. As shown in Table 10-1, the air drying of biosolids is the greatest contributor to odor from the WRF, particularly in spring, summer, and autumn.

10.3 Odor Control

Currently, the WRF approaches odor control by minimizing the generation of foul air. Additionally, the site is relatively isolated, which generally prevents odor from reaching populated areas. If odor does reach neighboring communities, residents can report odor complaints to the WRF via a special telephone number. While the isolated approach has been a successful control measure, residential and commercial growth in the area may require the implementation of additional control measures in the future.

Current odor control measures are noted for several unit processes in Table 10-1. A more detailed description of the odor control system and recommendations for improvements are summarized below for the headworks, primary clarifiers, GT, and drying beds.

Table 10-1. Odor Sources, Current Control Measures, and Control Suggestions

Unit Process	Potential for Offsite Complaints	Current Odor Control Measures	Odor Control Suggestions
Septage receiving	Moderate	None	Test and process septage quickly
Headworks	Moderate	Screenings washing and compaction	Dewatering dumpster for grit
Primary clarifiers	Low	Thin sludge pumping	Continue existing approach
Aeration basins	Low	Maintain adequate DO levels	Continue existing approach
Gravity thickener	Low	Feed ferric chloride	Continue existing approach
Anaerobic digesters	Low	Maintain adequate mixing and digestion times	Continue existing approach
Centrifuge dewatering	Low	Move cake quickly to drying beds	Continue existing approach
Biosolids drying beds	Very high	Turn windrows to keep them aerobic	See Section 10.9

Source: Black & Veatch Corporation, 2006

10.4 Septage Receiving

This section describes odor control for septage receiving at the WRF, including the current system and potential improvements.

10.4.1 Current System

There is no current odor control measure in place for septage receiving.

10.4.2 Potential System Improvements

To mitigate odors from septage receiving, the septage should be tested and processed quickly.

10.5 Headworks

This section describes odor control for the headworks at the WRF, including the current system and potential improvements.

10.5.1 Current System

In the past, the headworks was a significant source of odor. However, a relatively new screenings collection, washing, and dewatering system reduce odors from the headworks. The system produces a small volume of dry material that is less odorous than the wet screenings that were produced from the 1989 facilities.

10.5.2 Potential System Improvements

The dewatered grit from the screenings collection, washing, and dewatering system remains fairly wet. Reducing its water content would help to reduce grit-related odors. The wet grit could be transported to a dewatering dumpster equipped with a filtration and drainage system. If drying of the grit can occur outside of the headworks, other improvement options could also be considered.

10.6 Aeration Basins

This section describes the odor control for the aeration basins at the WRF, including the current system and potential improvements.

10.6.1 Current System

The current odor control measure is to maintain adequate DO levels in the aeration basins.

10.6.2 Potential System Improvements

No improvements are recommended at this time.

10.7 Primary Clarifiers

This section describes the odor control for the primary clarifiers at the WRF, including the current system and potential improvements.

10.7.1 Current System

Primary clarifiers are often significant sources of odor. Many wastewater facility operations are required to cover clarifiers, apply biofilters, and/or treat the air chemically. However, this is not true of the WRF. The current operation to minimize odor is to practice thin sludge pumping, preventing solids from building up and fermenting within the clarifiers.

10.7.2 Potential System Improvements

No improvements are recommended at this time.

10.8 Gravity Thickener

This section describes the odor control for the GT at the WRF, including the current system and potential improvements.

10.8.1 Current System

Similar to primary clarifiers, GTs are often significant sources of odor, requiring covering, biofilters, or chemical air treatment. The WRF currently does not use any of those odor controls for GT. However, the WRF feeds ferric chloride to the dewatered primary sludge as it enters the GT. The iron causes the dissolved sulfides to precipitate, which reduces the amount of H₂S gas that emits from the GT's surface. The addition of the iron also helps to decrease struvite (magnesium ammonium-phosphate precipitate) formation and odor within the anaerobic digesters. However, iron is effective only for sulfide-based odor reduction, so amine-based odors will not be reduced. Odorous mercaptans can also still form.

10.8.2 Potential System Improvements

The ferric chloride feed can be increased as necessary. Covering and routing air to a biofilter or other odor control system may be considered in the future if necessary, but it is not recommended at this time.

10.9 Anaerobic Digesters

This section describes the odor control for the anaerobic digesters at the WRF, including the current system and potential improvements.

10.9.1 Current System

The current odor control measure is to maintain adequate mixing and digestion times in the anaerobic digesters.

10.9.2 Potential System Improvements

No improvements are recommended at this time.

10.10 Centrifuge Dewatering

This section describes the odor control for the dewatering centrifuges at the WRF, including the current system and potential improvements.

10.10.1 Current System

The current odor control measure is to move the dewatered cake quickly to drying beds.

10.10.2 Potential System Improvements

No improvements are recommended at this time.

10.11 Drying Beds

This section describes the odor control for the drying beds at the WRF, including the current system and potential improvements.

10.11.1 Current System

The WRF produces well-digested sludge, yet odors are inevitable when the digested sludge is applied to drying beds that are open to the atmosphere, particularly during spring and summer.

Operations at the WRF include the dewatering of sludge in centrifuges for up to 115 days per year. The dewatered biosolids are then sent to a dewatered sludge storage area, but the dewatered biosolids are not routinely turned in the storage area. As temperatures warm in the spring, the unturned biosolids can cause more intense odors.

Currently, the only odor control measure in place is the turning of windrows in the spring, summer, and autumn to maintain aerobic conditions in the drying sludge that is applied to finishing drying beds.

10.11.2 Potential System Improvements

The 2006 Master Plan provided several suggestions for odor control measures of the drying beds. These are listed below:

- Liquid sludge requires a greater surface area, which equates to more biosolids exposed to the atmosphere. To prevent the application of anaerobically digested liquid sludge from the drying beds, operate the centrifuges year-round for the production of dewatered solids.
- When sludge is placed onto drying beds or windrows, apply an odor suppressant to the surface. Possible odor suppressants include lime, potassium permanganate, a thin covering of previously dried material, or a combination of these. During the summer, the drying goal is to create a surface crust, which can then be folded into a windrow with a paddle-bladed auger. Lime or permanganate may work better for this scenario. During the winter, it may be best to apply a surface coat of dried biosolids before turning them.

- Weather permitting, turn the dewatered biosolids in winter to maintain aerobic conditions. Because cold temperatures reduce biological activity, maintaining aerobic conditions should not be difficult. Biological activity and oxygen demands increase significantly in the spring, making it more difficult to keep aerobic conditions in the windrows. However, if dewatered solids are turned periodically in the winter, aerobic conditions should be elevated, reducing the shock to the system caused by the spring oxygen demands.

If the suggestions provided above do not eliminate offsite odor complaints, the City may need to consider other methods of biosolids management or the movement of air-drying operations to a more isolated site. Other methods of biosolids management include the following:

- Rather than applying dewatered solids to drying beds, they could be hauled directly to the landfill. Because the landfill operators object to handling semi-solid cake, a sludge-only monofill at the landfill could be created.
- A private contractor could be hired to haul the dewatered solids to a landfill that will accept semi-solid cake.

10.12 Summary

The location of the WRF is an industrial area which minimizes the effect of odor generated at the facility. The odor control measures at the WRF have largely been sufficient to address odor issues and should continue to be unless residential development increases near the WRF. As such, the odor control is not of itself a driver of needed improvements. However, the odor generation potential of future modifications should be considered during the design phase of planned projects and mitigated, if necessary.

Section 11

Basis of Project/Program Development

Projects recommended as part of this Master Plan were developed to address planning considerations, including growth, regulatory compliance, the reliability and redundancy of aging infrastructure, and health and safety. The major drivers for the projects recommended in this Master Plan are the upcoming nutrient regulations and renewal and replacement of aging infrastructure. However, the design of new facilities will address all of the planning considerations through the planning period of 2034, while providing 100 percent compliance with all anticipated effluent requirements. Project costs were developed to facilitate planning efforts, and these costs are presented in Sections 12, 13, and 14.

11.1 Planning and Design Considerations

The recommendations presented in this Master Plan are based upon projected flows and loadings that were computed from influent data from January 2012 to January 2014 in combination with peaking factors established in the 2006 Master Plan, as described in Section 8. The projected flows and BOD and TSS loadings were calculated using updated population projections. In the 2006 Master Plan, annual growth rates of 1 percent and 0.5 percent were assumed. The 1 percent growth rate was provided by the City of Pueblo Department of Planning and Development and the 0.5 percent growth rate was estimated by the U.S. Census Bureau. These projections were extended from 2025 to 2034 for this Master Plan, using U.S. Census data for 2010 as a starting point.

Considering the limited growth over the past 10 years, the projections based on 0.5 percent appear to be the most appropriate for estimating future flows and loadings and evaluating facility capacity. Therefore, the 2015 Master Plan used population projections to 2034 based on an annual growth rate of 0.5 percent. The projected flows and loads are presented in Section 8 and are summarized in Table 11-1. The 20-year maximum month flow and associated organic load do not exceed the 34,910 lb/d design rating of the facility. However, the projection shows that the BOD 80 percent design trigger of 27,928 lb/d will be reached in 2027. Based on recent data for 2012 to January 2014, the facility is currently at 67 percent of its design-rated organic capacity.

Table 11-1. Current and Projected Influent Flows and Loadings

Parameter	Permitted Limit	80% Design Trigger	WRF Data	Projections			
			2012–14	2019	2024	2029	2034
Maximum month flow, mgd	19.0	15.2	11.0	12.6	13.0	13.3	13.3
Maximum month CBOD ₅ load, lb/d	34,910	27,928	22,200 ^a	26,700	27,300	28,000	28,700
Maximum month TSS load, lb/d	39,360	N/A	31,600 ^a	33,900	34,800	35,700	36,600

a. Filtered WRF data.

11.1.1 Regulatory Compliance

The regulatory climate for the WRF has seen drastic changes in the past few years, and many more changes may be on the horizon. Most notably, the State of Colorado has adopted nutrient criteria that limit the amount of nitrogen and phosphorus that can be discharged. These regulations have been implemented in a phased approach, with Regulation 85 driving near-term improvements (2017) and modifications to Regulation 31 driving long-term improvements (2021).

Other, more immediate issues are related to EPA promulgating new selenium criteria, the possibility of future temperature limitations, and the ability to obtain a variance for selenium and sulfate. As noted in the discussion of current and future regulatory requirements, the potential impact to the WRF is not yet clear for a number of issues. By participating in dialogues with CDPHE and other stakeholders, the standards will eventually come into focus for the non-nutrient pollutants. Although the recommendations are largely administrative, triggers for a more active approach have been included so staff can remain effective in their decision making.

A detailed discussion of regulatory issues and their impacts is provided in Section 4. Specific regulatory considerations for the liquid and solid streams are addressed in Sections 12 and 13, respectively.

11.1.2 Reliability and Redundancy

WWTFs in Colorado are required to meet all CDPS discharge limits on a continuous basis, 24 hours per day, every day of the year. To provide uninterrupted treatment, redundant or standby capacity is needed for each unit process and mechanical component in the WRF. Redundant capacity allows individual equipment items and process units to be removed from service for routine maintenance and provides some measure of emergency capacity. An appropriate level of redundancy must balance increased capital costs for standby equipment against the risk of significant noncompliance and punitive fines and penalties. To achieve this balance, the WRF has been designed to provide standby units under average loading conditions for all unit processes and major equipment. For peak loads, the plan assumes that all process units are in operation. With this approach, failure of any single equipment component within any process area will not result in discharge permit violations under average conditions. Some risk remains that multiple equipment failures or failure during peak loads could cause infrequent permit violations. These risks are considered unavoidable to achieve a reasonable level of equipment utilization and capital investment in the WRF.

11.1.3 Health and Safety

The health and safety of WRF O&M personnel is a significant concern at any WRF. Health and safety issues are related to the basic working conditions at the WRF. Planning and design of all facilities at the WRF will provide adequate ventilation and protection from electrical hazards; minimize contact with wastewater; and provide adequate equipment access, building drainage, and alarm systems to ensure a clean and safe working environment.

11.1.4 Use of Existing Facilities

Existing facilities have been evaluated to determine capacity, physical condition, and useful life so that they may be incorporated into future plans where feasible. The following three criteria have been applied to determine when existing facilities should be retained:

- Compatibility with overall planning objectives and treatment requirements
- Importance to long-term system reliability
- Economic justification

11.2 Basis of Capital Cost Estimating

As part of this investigation, BC prepared planning-level cost estimates for the liquid stream and solid stream alternatives for the purpose of comparative economic evaluation. Estimates of initial capital cost, as well as annual operation cost, were prepared for each of the alternatives. A net present value (NPV) analysis was also prepared to facilitate comparison over the longer term.

11.2.1 Basis of Capital Cost Estimating

The analysis of alternatives includes capital cost estimates for each alternative. One possible conceptual design has been included for each future alternative to provide a basis for estimating long-term capital investments. Probable construction costs cited are based on preliminary layouts of the proposed alternatives. Wherever applicable, actual costs from projects designed by BC were used as a basis. Specific costs were developed from recent similar work as provided by manufacturers, material and equipment suppliers, and project data from professional journals and construction publications. When the facilities are actually required, a detailed design should be performed to select the most cost-effective approach and address any changing conditions.

In considering these estimates, it is important to recognize that changes during final design will alter the total to some degree and that future changes in the costs of material, labor, and equipment will cause comparable changes to the costs provided in this report. On the other hand, because the relative economy of alternative projects can be expected to change only slightly with an increase or decrease in general construction costs, decisions based on comparisons made with these estimates should remain valid.

11.2.2 Construction Costs

Costs for construction of treatment facilities consist of all funds paid to the contractor or builder, including materials, equipment, labor, overhead, profit, and contract change orders. Costs for ancillary equipment such as heating, ventilation, and air conditioning (HVAC); electrical; instrumentation; and SCADA are also included. Contractor overhead includes costs of mobilization, office space and equipment, payroll and accounting services, insurance, bonds, taxes, and other routine business costs. During the planning and design process, these items provide a rational basis to estimate total construction costs and develop project budgets. These costs have been estimates to a “planning level” with a contingency allowance to establish capital improvements budgets. Planning-level costs are based on American Association of Cost Engineering (AACE) Class 4 estimates, with an expected accuracy range of -30 percent to +50 percent.

11.2.3 Construction Cost Index

The sources for the cost estimates were obtained from projects in different locations and in different years. The *Engineering News-Record* (ENR) Construction Cost Index (CCI) is an industry standard used to bring these different costs to a common base. The CCI tracks construction costs in 20 individual cities across the United States. The CCI is computed from prices of construction, materials, and labor, and was given a value of 100 in 1913. The 20-Cities Average Index has since escalated to a value of 9,936 as of December 2014.

11.2.4 Contingencies

Planning-level cost estimates are adequate for comparing alternatives, but are not very precise because of the conceptual nature of alternative development. To ensure adequate budget for actual design and construction, planning-level cost estimates include contingencies to account for many unknown details, which will evolve as the project develops. Contingencies typically vary with the level of effort of the work involved. Feasibility studies and master plans represent the lowest level of

accuracy, whereas pre-bid construction estimates, which are based on well-defined engineering drawings and specifications, represent the highest level of accuracy. Table 11-2 indicates the range of accuracy developed by AACE for planning studies, budgeting, and construction cost estimates. As a project becomes more defined, unknowns are identified and contingencies decrease. In general, facility planning reports include a contingency of approximately 30 percent, whereas construction documents include a contingency of only 10 to 15 percent.

Table 11-2. Construction Cost Estimate Levels of Accuracy		
Type of Estimate	Anticipated Accuracy	Contingency Level
Order of magnitude (master planning)	+50% to -30%	30%
Budget estimate (predesign)	+30% to -15%	20%
Pre-bid construction estimate (design)	+15% to -5%	10%

Actual locations for new facilities and alignments for new pipelines cannot currently be identified. Therefore, many physical characteristics—such as the final layout and configuration of proposed improvements, conflicting utilities, details of support systems such as electrical and ventilation equipment, and other project components—are not known and cannot be estimated. These unknowns must be accounted for in the contingency factor, which is 30 percent, based on the current level of uncertainty.

11.2.5 Regulatory Agency Coordination, Engineering, and Administration

A factor of 20 percent has been used for services required to coordinate the construction of facilities with the local governmental agencies, engineering design, and overall project administration. These coordination activities include assistance with CDPS permit negotiations, support of project funding loan applications, County site development applications, regulatory agency review process for the facilities plan and final construction contract documents, and building and fire department reviews. Engineering services include special investigations, surveys, geotechnical reports, location of interfering utilities, detailed design, preparing plans and specifications, construction inspection and materials testing, startup assistance, and O&M manual development.

Section 12

Liquid Treatment System

This section presents a discussion of the liquid stream process at the WRF to determine the adequacy of the existing system (presented in Section 9) to meet the anticipated needs of the City through the planning period. This section incorporates the planning considerations discussed in Section 11 to determine the scope and timing of future modifications driven primarily by regulatory drivers. Process alternatives are evaluated for Regulations 85 and 31, and sidestream treatment alternatives are investigated as well. The NPV analyses are shown for chosen alternatives that are used to recommend projects to incorporate into the CIP.

This analysis was detailed more thoroughly in TM 2, including detailed capital cost and operating cost breakdowns, and is provided as Appendix B to this report.

12.1 Planning Considerations

The major planning considerations for the liquid treatment system are the future regulatory requirements, population considerations and future projections, and future flows and loads.

Future regulatory requirements, as discussed in Section 4 and summarized in Section 12.1.1, are the primary driver for the recommendations made within this section. Two principal regulatory-driven design conditions need to be considered during the 20-year design period. The first are the Regulation 85 effluent limits that are expected to be included in Pueblo's discharge permit in 2015. The second are the Regulation 31 limits that are expected to be in the permit by 2023. Population details and future projections are presented in Sections 3.1, 8.3, and 11.1. Planning considerations incorporate future flows and loadings, which are based upon the population projections. The projected flows and loadings are described in detail in Section 8.4 and are summarized below in Section 12.1.2.

12.1.1 Future Regulatory Requirements

Without significant population growth and associated growth in influent flows and loadings, nutrient regulations will have the most significant impact on the design and operation of the WRF. The major regulatory requirements, discussed in TM 1 and summarized in Table 12-1, include the nutrient (TN and TP) regulations known as Regulation 85 (effluent limits of 1.0 mg TP/L and 15.0 mg TIN/L) and Regulation 31 (effluent limits of 0.17 mg TP/L and 2.01 mg TN/L). In addition, the WRF should plan for the possible future addition of a daily maximum TIN limit of 16.0 mg TIN/L based on water supply standards. Compliance with Regulation 85 is anticipated to be required in 2020. The compliance date for Regulation 31 is expected to be in 2027, although that timeline could be accelerated or delayed based upon how CDPHE incorporates Regulation 31 effluent limits into discharge permits.

Table 12-1. WRF Permit Limits

Phase	Date Effective	Ammonia-Nitrogen ^a , mg/L		TIN, mg/L			TN ^c , mg/L	TP, mg/L	
		30-Day Average	Daily Maximum	Daily Maximum	Annual Median ^b	95th Percentile		Annual Median ^d	95th Percentile
Existing permit	In effect	8.7	19.2	N/A	N/A	N/A	N/A	N/A	N/A
Permit renewal Regulation 85	2014/2015	6.4	25	N/A	N/A	N/A	N/A	N/A	N/A
	2020	6.4	25	16 ^e	15	20	N/A	1.0	2.5
Regulation 31	Expected 2027	6.4	25	16 ^e	N/A	N/A	2.01	0.17	N/A

- Ammonia limits vary monthly. Values listed are most restrictive monthly values for the year. Ammonia limits are assumed to continue at the same levels under Regulations 85 and 31, but are not specifically part of those regulations. The actual values may vary slightly.
- Total inorganic nitrogen (TIN) limit is a rolling annual median. The TIN limit is assumed to continue into the Regulation 31 time frame but is not specifically part of that regulation.
- Total nitrogen (TN) limit is a rolling annual median.
- Total phosphorus (TP) limit is a rolling annual median under both Regulations 85 and 31.
- Not required under Regulation 85 or 31. Daily maximum TIN limit based on the possible inclusion of water supply standards into future permits.

12.1.1.1 Regulation 85 Nutrient Grant Design Project

The City of Pueblo received a grant from the CDPHE Nutrient Grant Program to meet the Regulation 85 requirements with the design and construction of a primary sludge fermenter and chemical feed facilities. The purpose of fermenting the thickened primary sludge was to generate short-chain volatile fatty acids (VFAs) to feed to the BNR process for additional nutrient removal, especially biological phosphorus removal (BioP). The chemical feed facilities were to provide additional P removal by chemical precipitation. However, because of the cost of the fermenter complex, it was decided that the VFAs would instead be directly fed to the secondary process in the form of acetic acid. The chemical feed facilities are in the process of being redesigned to accommodate the acetic acid feed. Details of these processes are further discussed in Section 6 of TM 2.

As part of the Nutrient Grant Project, the City undertook a pilot investigation of tertiary solid-liquid separation technologies in conjunction with the addition of metal salt coagulants to determine their effectiveness in meeting future Regulation 31 P and N effluent limits. The results of this testing are discussed in Sections 6 and 7 of TM 2.

12.1.2 Future Flows and Loads

To project future flows and loads, a review of recent WRF data was conducted and compared to the data presented in the 2006 Master Plan. The main findings from this evaluation found that since the 2006 Master Plan:

- Influent flows have declined
 - Average influent flow per capita decreased from 107 to 93 gpcd
- Influent BOD5 concentrations have increased and mass loadings have remained relatively constant
 - Average influent BOD5 concentration has increased from 218 mg/L to 228 mg/L
 - Average influent BOD5 loadings have declined slightly from 20,035 lb/d to 19,266 lb/d
- Influent TSS concentrations and mass loadings have increased

- Average influent TSS concentration has increased from 259 to 332 mg/L
- Average influent TSS loadings have increased from 23,945 to 28,104 lb/d

Based on the BOD₅ and TSS load projections, the design trigger (where the facility reaches 80 percent of the maximum month design rating) will be reached within the planning period of this study. However, influent flows are not anticipated to reach their rated design capacity within the planning period of 20 years.

12.2 Hydraulic Capacity

As part of this 2015 Master Plan update, a hydraulic profile of the WRF was created and used to evaluate the hydraulic conditions throughout the WRF based on an understanding of current operations. Black & Veatch last updated the hydraulic profile of the WRF during the last expansion project when the PAAR reactors and UV channels were added. This new hydraulic profile model was used to verify the existing conditions and provide a base with which hydraulic design considerations for new process areas and hydraulic elements could be determined. The hydraulic modeling was also used to identify any existing areas of hydraulic concern, but as an increase in hydraulic capacity is not currently being proposed, it is expected that the model will verify that the current facility is adequate for the design flow conditions.

BC developed the hydraulic profile simulation model of the WRF using its proprietary software, called PROFILE. Hydraulic elements and flow data from as-built drawings were entered into the model to represent the physical process areas and liquid stream flow patterns through the WRF. The program's software performs a series of hydraulic calculations to determine the hydraulic and energy grade elevations or water surfaces throughout the WRF.

The hydraulic modeling effort was run concurrently with process-related modeling to ensure that both the hydraulic and treatment capacities were taken into consideration. Liquid stream flows from the headworks to the WRF outflow at the Arkansas River are included in the model. Flow for the solids streams, pumped flow streams, and chemical streams were not modeled as the PROFILE model is not directly applicable to these streams.

12.2.1 Current and Design Flows

Influent flow projections based on population growth, per capita flows, and observed peaking factors for average day, maximum month, and peak day flow conditions are discussed in Section 8.4.1. These flow conditions are used for process design; subsequently, the hydraulic design must ensure that the various hydraulic elements control the flow through the WRF as designed.

However, at higher peak hour and instantaneous flow rates, process control is not the primary concern. At these high flow rates, the design objective is to ensure that flow is able to pass through the WRF without overtopping walls, preferably with adequate freeboard (~2 feet). Therefore, conditions that would not be acceptable at lower flows, such as submerged weir or flume conditions, may be acceptable at peak hour or wet weather peak flows. These were evaluated on a case-by-case basis to ensure that WRF objectives are being met.

BC used the peak hour-to-max month peaking factor of 1.74 and the peak instantaneous-to-max month factor of 2.21 as identified in Ammonia and Nutrient Removal Project drawings (Black & Veatch, 2010). These flows, as well as the historical flow summary for 2013, are presented in Table 12-2. As Table 12-2 shows, the predicted flows through the planning period are more than 25 percent below the existing design capacity of the WRF. Therefore, performing the hydraulic investigations at the permitted design capacity of the WRF will satisfy the needs of the WRF through the planning period and beyond.

Table 12-2. WRF Flow Projections

Year	Projected Population	Average Annual Flow ^a , mgd	Maximum Month Flow, mgd	Peak Hour Flow ^b , mgd	Wet Weather Peak Instantaneous Flow ^c , mgd
2013 ^d	109,000	10.1	11.0	N/A	N/A
2015	110,000	10.2	12.4	21.6	27.4
2025	116,000	10.7	13.0	22.6	28.7
2034	121,000	11.2	13.6	23.7	30.1
Design	169,000	15.7	19.0	33.0	42.0

- a. Wastewater flow projections are based on population estimates multiplied by wastewater flow factors and per capita use.
- b. Peak hour flow based on 1.74 ratio of PHF:MMF.
- c. Peak instantaneous flow (PIF) based on 2.21 ratio of wet weather PIF:MMF.
- d. WRF historical flow measurements for 2013.

12.2.2 Model Description

PROFILE is a proprietary program developed by BC to aid in estimating hydraulic and energy grade lines in water and wastewater treatment plants. The program, which is based upon the conservation of energy principle, calculates the hydraulic profile from the energy gradient.

The energy grade is the fundamental reference for the profile calculations. All energy losses are applied to the energy grade rather than to the hydraulic grade. The hydraulic grade is determined by subtracting the velocity head from the energy grade. In open channels, this calculation is iterative, employing the standard step method to determine energy losses for each section based on flow velocity.

As with hand calculations, PROFILE sums losses along the profile beginning at the downstream end of the treatment plant or hydraulic section and proceeding upstream. PROFILE automatically calculates the normal depth of flow for each conduit based on downstream conditions and the energy grade line to determine if flow will be open-channel or pressurized. In open channel sections, frictional losses are calculated using Manning's equation. In pressurized conduits, frictional losses are calculated using the Darcy-Weisbach friction method. Energy loss due to bends, constrictions, and changes in channel geometry are calculated by applying a friction loss (k) factor to the velocity head, where k factors are estimated by standard methods.

The calculations employed by PROFILE are accurate and reliable for estimating hydraulic and energy grade lines along a single flow path throughout a wastewater treatment plant. While this is generally sufficient for designing wall heights and hydraulic control elevations within a plant, certain hydraulic conditions cannot be represented using PROFILE. The pertinent limitations of this model include:

1. PROFILE is a steady-state flow model, meaning that all calculations rely on a constant flow rate within each calculation section. Therefore, PROFILE will not estimate hydraulic profile changes over time because of fluctuations in flow.
2. PROFILE is a one-dimensional model, based solely upon continuity and the conservation of energy along a single flow path. PROFILE does not account for two-dimensional and three-dimensional flows, or momentum effects of the fluid.
3. Because PROFILE is a one-dimensional model, flow splits must be calculated iteratively. PROFILE can support iteration of two parallel flow streams. To calculate more than two parallel flow streams, the engineer must manually iterate to a solution using multiple models.

4. PROFILE does not explicitly account for the effect of gas hold-up from aeration and agitation air on energy losses along tanks and channels. Instead, the engineer may estimate these effects by adjusting the friction loss coefficients, namely Manning's "n" in open channels.

12.2.3 Key Assumptions

Table 12-3 provides a list of the major process areas reviewed and a summary of the number of units assumed to be online during the hydraulic capacity evaluation.

Table 12-3. Units Online		
Area	Number of Units	Number of Units Assumed Online
Bar screen channel	4	2
Influent Parshall flume	1	1
Grit vortex tank	1	1
Primary clarifiers	2	2
PAAR complex	2 trains	2
Oxic basins	8	8
Secondary clarifiers	3	3
UV building channels	3	3
Chlorine contact chamber	1	0
Effluent Parshall flume	1	1

Note: The 100-year floodwater surface elevation of 4,628.53 feet was used for the Arkansas River.

12.2.3.1 Downstream Conditions

The effluent from the WRF is sent to the Arkansas River and the hydraulic elevation of the river at that outfall is the starting point of the hydraulic profile. The level of the river fluctuates seasonally and with flood events, so for this modeling effort a fixed 100-year floodwater surface elevation of 4,628.53 feet, identified in the previous Black & Veatch design, was used for the Arkansas River.

12.2.3.2 Recycle Flows

Current recycle flow rates were based upon the operational conditions established during the previous design and are summarized below:

- RAS was set to 125 percent of influent flow, for MMF and PHF
- RAS was set to 75 percent of influent flow, for peak instantaneous flow (PIF)
- IMLR was set to 300 percent of influent flow, for MMF and PHF
- IMLR was set to 200 percent of influent flow, for PIF

12.2.4 Modeling Results

The results of the hydraulic modeling for the liquid stream are presented in Table 12-4 and graphically as Figure 1: Existing Hydraulic Profile as Attachment A of TM 2.

Table 12-4. PROFILE Hydraulic Modeling Results

Location	MMF, ft	PHF, ft	PWWF, ft	Top of Channel Elevation	Freeboard at PHF, ft	Freeboard at PWWF, ft
Bar screen influent	23.59	24.34	24.76	35.33	10.99	10.57
Bar screen effluent	23.53	24.25	24.65	35.33	11.08	10.68
Upstream of headworks Parshall flume	23.51	24.23	24.63	35.33	11.10	10.70
Headworks effluent box	23.50	24.22	24.62	28.03	3.81	3.41
Grit chamber	49.30	49.91	50.26	52.47	2.56	2.21
Grit chamber effluent	44.61	45.40	46.95	52.47	7.07	5.52
Primary clarifier	44.38	44.71	45.84	47.83	3.12	1.99
Primary clarifier effluent box	43.83	44.71	45.80	47.83	3.12	1.99
PAAR (anaerobic zone A)	43.40	44.70	44.08	45.66	0.96	1.58
PAAR effluent box weir	43.31	43.23	43.42	45.66	2.43	2.24
PAAR effluent box	41.28	41.00	41.87	45.66	4.66	3.79
Oxic reactors influent channel	40.61	40.51	40.87	43.33	2.82	2.46
Oxic reactors effluent channel	39.35	39.43	39.70	43.33	3.90	3.63
Effluent box to secondary clarifier	35.28	35.45	36.94	43.33	7.88	6.39
Secondary clarifier	34.69	34.74	35.89	37.16	2.42	1.27
Secondary clarifier effluent box	33.30	34.21	35.59	37.16	2.95	1.57
Junction box 1	33.08	33.67	34.72	36.00	2.33	1.28
UV influent channel	32.97	33.37	34.24	34.25	0.88	0.01
UV channel (downstream of lamps)	32.88	33.07	33.76	34.25	1.18	0.49
UV effluent channel	31.27	32.67	33.69	34.25	1.58	0.56
Junction box 2	31.16	32.32	33.13	36.00	3.68	2.87
Chlorine contact bypass channels	31.01	31.87	32.41	35.63	3.76	3.22
Chlorine contact bypass channels weir	30.64	31.04	31.29	34.13	3.09	2.84
End of chlorine contact bypass channels	29.18	29.65	30.06	34.13	4.48	4.07
Upstream of effluent Parshall flume	28.82	28.95	29.03	35.85	6.90	6.82
100-year flood elevation at outfall	28.53	28.53	28.53	N/A	N/A	N/A

12.2.5 Hydraulic Capacity Summary

In reviewing the output of the hydraulic model for the existing WRF, a number of discrepancies were observed between this model and the hydraulic profile constructed by Black & Veatch during the previous design. However, with the exception of one location during peak wet weather flows (PWWF), the differences were minor and do not show any areas of concern from a hydraulic standpoint. The model shows that during these peak wet weather flows of 42.0 mgd, a constriction exists in the chlorine contact effluent channel that raises the hydraulic grade line back into the UV channels. At that condition, the hydraulic grade is essentially even with the top of the UV channels.

However, as this analysis was performed at design wet weather flows of 42.0 mgd, there is not an immediate need to mitigate this constriction. Through the 20-year planning period, the PWWF is expected to be 30.1 mgd, in which case nearly 1 foot of freeboard is still available. Therefore, no specific improvements are currently necessary to meet the projected peak flow rates through the design period.

This model will be used to determine which hydraulic considerations will need to be taken into account for the liquid stream improvements proposed for upcoming Regulation 85 and 31 limits. These improvements are discussed in the process alternative evaluations for Regulations 85 and 31, Sections 12.4 and 12.7, respectively.

12.3 Process Model

As part of this Master Plan update, process modeling using the BioWin™ simulator (a product of EnviroSim Associates, LTC, Ontario, Canada) was conducted to evaluate future process scenarios. For the purpose of this analysis, all of the scenarios were simulated at the same design loading conditions depicted in Table 12-5. With WRF being limited by the permitted max month CBOD₅ capacity of 34,910 lb/d, the other design conditions were scaled to match that influent condition.

Table 12-5. Future Design Conditions	
Parameter	Value
Influent flow, mgd	
Annual average daily flow	15.3
Maximum month flow	16.5
Peak instantaneous flow: 25-year	26.5
Influent temperature, °C	
Annual average	19
Minimum month	15
CBOD ₅ load, lb/d	
Annual average	31,280
Maximum month	34,910
TSS load, lb/d	
Annual average	42,200
Maximum month	47,240
TKN load, lb/d	
Annual average	4,790
Maximum month	5,360
TP load, lb/d	
Annual average	650
Maximum month	725

Design loadings based upon current permitted maximum month CBOD₅ loading capacity of 34,910 lb/d.

A calibrated BioWin™ model of the Dilorio WRF was developed based on recently constructed process upgrades to the facility. Discussions and findings from this modeling effort are described in the Whole Plant Simulation Model Development and Calibration Technical Memorandum (Brown and Caldwell, 2014). This model serves as the basis for evaluating future flow and loading conditions in addition to recommended process improvements and future treatment options. The current facility configuration as shown in BioWin™ is presented in Figure 9-2 in Section 9.2.

Table 12-5 shows the future loading conditions used for simulating the future conditions at the WRF. It should be noted that, for the purpose of this analysis, the WRF was simulated at the maximum

month CBOD₅ loading capacity of 34,910 lb/d as stated in its permit. Table 12-6 summarizes the basis of design and existing operating conditions for the important process units at the WRF.

Table 12-6. Current WRF Configuration Capacity and Performance

Unit Process	Parameter	Design	Design Capacity	Capacity Required
Headworks	Screens	2 stair screens with ¼ in. openings (primary) 2 climber screens with 1 in. openings (backup)	Stair screens: 42 mgd PHF	23.7 mgd PHF
	Channels	2 influent channels with magnetic flowmeters	>42 mgd PHF	23.7 mgd PHF
	Influent pumping to grit chamber	2 screw, 2 vertical, 4 submersible pumps	Capacity with largest unit out of service: 44.5 mgd	23.7 mgd PHF
	Grit chamber	1 vortex grit chamber	42 mgd PHF	23.7 mgd PHF
Primary clarifiers	Number	2	3,000 gpd/ft ² (at 88.5 mgd PHF)	803 gpd/ft ² (at 23.7 mgd PHF)
	Diameter to weir, to outer wall	130 ft, 137 ft		
	Side wall depth	12 ft		
	Surface overflow rate at PHF	1,119 gpd/ft ² (2 clarifiers)	40,000 gpd/lf (at 32.7 mgd PHF)	28,971 gpd/lf (at 23.7 mgd PHF)
	Weir loading rate at PHF	40,401 gpd/lf (2 clarifiers)		
PAAR complex	Number of trains	2	N/A	N/A
	Pre-anoxic volume at MMF	0.22 MG total		
	Anaerobic volume at MMF	0.82 MG total		
	Anoxic volume at MMF	1.1 MG total		
	IMLR pumps firm capacity	38 mgd		
Aerated reactors	Number of reactors	8	12,480 scfm (average) 19,200 scfm (peak)	10,500–18,000 scfm average diffuser airflow depending on selected alternative
	Total volume at MMF	4.1 MG		
	Basin depth at MMF	13.9 and 14.8 ft		
	Aerobic SRT	8 days		
	MLSS	3,100–3,300 mg/L		
	Total # diffusers	7,444		
	Blowers firm capacity	20,800 scfm		
Secondary clarifiers	Number	3	600 gpd/ft ² (at 20 mgd MMF)	401 gpd/ft ² (at 13.6 mgd MMF)
	Diameter	120 ft		
	Surface overflow rate at MMF	560 gpd/ft ²		
	RAS pumps firm capacity	19 mgd		
UV disinfection	Number of channels	3	42 mgd PHF	23.7 mgd PHF
	UV dose	30,829 mJ/cm ²		

12.4 Process Alternatives Evaluation for Regulation 85

In formulating a plan to address the upcoming Regulation 85 and 31 effluent limits, BC evaluated a number of process configurations and new technologies to determine the best overall recommendations for meeting these future regulatory limits. The evaluation includes discussion of

recommended treatment technologies, summary of performance, estimated costs, and proposed layouts. The proposed layouts can be seen in TM 2.

A number of process alternatives were evaluated for each phase of treatment, based on the following criteria:

- Reduced compliance risk
- Best use of the existing facilities
- Compatibility with future regulatory requirements
- Minimal use of chemicals

12.4.1 Alternative 1: Existing Liquid Process Configuration

Alternative 1 is the current process configuration at the WRF and is used as a baseline for comparing the performance of the alternatives analyzed during this update. The current process configuration at the WRF begins with preliminary treatment and primary clarification. Primary effluent flows to the PAAR reactors, where it is mixed with pre-anoxic RAS effluent, for biological phosphorus release and denitrification. ML flows from the PAAR complex to the oxic reactors for carbonaceous organics removal and nitrification. Nitrified ML is returned to the anoxic zones of the PAAR complex for denitrification. After the oxic reactors, ML flows to the secondary clarifiers for final solids/liquid separation, UV disinfection, and final discharge. RAS from the secondary clarifiers is pumped to the pre-anoxic zones in the PAAR complex while WAS is sent to the DAFT for thickening. Gravity-thickened primary sludge and thickened WAS are combined and stabilized in the mesophilic anaerobic digesters, followed by centrifuge dewatering and landfilling of biosolids. Centrate flows to a holding tank and then to the headworks. For the purpose of this analysis, it was assumed that sludge dewatering was operational year-round and no sludge was sent to the sludge drying beds.

12.4.2 Alternative 2: Existing Liquid Process with Supplemental Carbon

As presented in the Whole Plant Simulation Model Development and Calibration Technical Memorandum (Brown and Caldwell, 2014), the wastewater characteristics at the WRF are too deficient in organic carbon to accomplish both N and P removal. Alternative 2 modifies the existing process configuration (Alternative 1) at the WRF by adding an on-demand supplemental carbon source for BNR. Acetic acid was selected as the carbon source because it can be used for both biological N and P removal and is rapidly adapted by the microorganisms (feed can be turned on/off as needed). Methanol is another supplemental carbon option, and although it is less expensive than acetic acid, it cannot be used for BioP and the microorganisms require a steady feed to maintain consistent N removal rates (feed cannot be turned on/off as needed). Acetic acid would be added primarily to the anoxic zones for denitrification with the capability to be added to the anaerobic zones to improve BioP as needed.

The acetic acid feed will be accompanied by a metal salt coagulant feed system for chemical phosphorus precipitation. The coagulant feed will be used when the biological process is unable to maintain effluent TP levels below the 1.0 mg/L limit.

12.4.3 Alternative 3: Expansion of PAAR Reactors and Supplemental Carbon

Alternative 3 builds on Alternative 2 with on-demand supplemental carbon and coagulant feed systems, but increases the PAAR volume by providing an equivalent tankage volume to the existing PAAR reactor. No modifications to the oxic reactors were assumed. By providing additional PAAR volume, the specific anaerobic and anoxic SRTs can be increased without increasing the aerobic SRT and the operating ML concentration.

12.4.4 Alternative 4: Modifications to the PAAR Reactor

As discussed previously, the WRF is carbon-deficient and would require supplemental carbon to achieve both biological N and P removal. Two sub-alternatives were evaluated as part of Alternative 4, with each focusing on either biological P or N removal, respectively, with the available influent carbon.

12.4.4.1 Sub-alternative 4A: Elimination of Anoxic Zones (Enhanced Biological P Removal)

Sub-alternative 4A focuses on improving the BioP process at the WRF. This can be accomplished by increasing the anaerobic volume and eliminating the anoxic volume by not operating the IMLR system.

12.4.4.2 Sub-alternative 4B: Elimination of Anaerobic Zones (Enhanced Biological N Removal)

Sub-alternative 4B is to improve denitrification by increasing the anoxic volume through the conversion of the anaerobic reactors to anoxic. In this case, the IMLR is moved to discharge to the head end of the anaerobic reactors rather than to the anoxic zones as currently configured. This sub-alternative eliminates BioP and concentrates on maximizing the removal of nitrogen with the influent carbon. To meet Regulation 85, this sub-alternative would rely on chemical P precipitation by adding a metal salt coagulant upstream of the secondary clarifier splitter box.

12.4.5 Alternative 5: Low DO Aeration Control

Alternative 5 modifies Sub-alternative 4A by operating the oxic reactor at much lower DO levels to promote simultaneous nitrification-denitrification and biological P uptake. For the purpose of this alternative, an average operating DO concentration of 0.5 mg/L was selected instead of the existing DO target of 2.0 to 3.0 mg/L. This may require minor modifications to the existing aeration control system programming. It should be noted that one of the possible impacts of operating the system at such a low DO concentration could be the proliferation of low DO filaments that could negatively affect the settling characteristics of the ML, affecting the overall capacity and performance of the WRF. Therefore, this alternative needs to be paired with active solids classification or separation for settling control, as described in Section 12.4.5.1.

12.4.5.1 Solids Classification and Separation

As stated earlier, operating the secondary process at low DO concentrations could result in the proliferation of low DO filaments that could negatively affect the settling characteristics of the ML, affecting the overall capacity and performance of the WRF.

There are a couple of options to combat this problem; one is to implement a type of classifying selector/surface wasting system that would constantly waste the lighter organisms that float to the top of the liquid stream. This prevents the organisms from accumulating in a large quantity, resulting in bulking. Unfortunately, the current reactor configuration makes it challenging to install and construct a well-designed and effective classifying selector wasting system.

Another option for reducing bulking potential is to install a hydrocyclone. The hydrocyclone separates the heavier materials that include polyphosphate-accumulating organisms (PAOs) and other heterotrophs from the lighter materials, which typically include filamentous organisms. By maintaining and concentrating the heavier, favorable organisms, the overall biological process is more stable and less prone to bulking events. The lighter materials can then be wasted to the DAFT process for thickening and then digestion. A schematic and full-scale example photos are shown in Figure 12-1 and Figure 12-2.

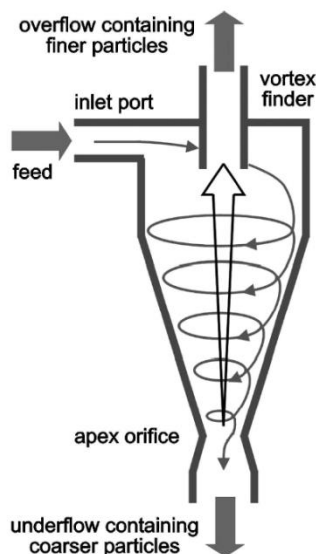


Figure 12-1. Schematic of a hydrocyclone



Figure 12-2. Photos of full-scale hydrocyclones

This technology uses gravimetric selection for settling improvements. A cyclone works by accelerating the ML and providing shear-force to the ML to separate solids with good settling characteristics from solids with poor settling and filtration characteristics. The applicability and possible advantages of the cyclone technology for the WRF include the following:

- External selectors to improve settling sludge as long as the formation rate of the poor settling fraction is lower than the selective wasting rate
- The external selector can stabilize BioP by selectively retaining PAO-containing granules
- As a result of diffusion limitations at the core of the granule, BioP can be directed more through denitrifying PAO versus conventional aerobic PAO, resulting in more efficient use of wastewater carbon for both P removal and denitrification

According to observations made at some facilities, the cyclone system selects for the formation of granular sludge with excellent settling properties. The granules provide conditions favorable for slow-growing organisms such as nitrifiers and PAOs. To retain PAOs, BioP plants often employ long SRTs to meet nitrification requirements. However, glycogen-accumulating organisms (GAOs) out-compete PAOs for available carbon at long SRTs. It has been shown that PAOs form the core of the granules with denitrifying PAOs (DPAOs) being dominant in granular systems. This results in highly efficient carbon utilization for both P removal and denitrification. The density differences between PAO granules compared to GAOs allows washout of GAOs by targeting proper settling velocity.

12.4.6 Alternative 6: Ammonia-based Aeration Control (ABAC) and Ammonia versus NO_x (AVN) Aeration Control

Alternative 6 builds on Alternative 5 by providing advanced aeration process controls. Currently, the WRF uses cascade aeration control to provide air to the oxic zones. The DO control set point varies between 2.0 and 3.0 mg/L. This control strategy provides good nitrification; however, based on the reasonably high ammonia permit limits, full nitrification is not needed at the WRF. To save on energy costs and improve denitrification, it is recommended that the facility change its aeration strategy to ammonia-based aeration control. With this strategy, an ammonia concentration set point is maintained by increasing or decreasing the DO concentration within a set range in the oxic reactors. This provides only the amount of oxygen needed to nitrify to achieve the set point ammonia concentration. Because aeration is based on ammonia load, it avoids over-aeration during low load conditions (such as early morning hours), if sufficient aeration turndown is available. Furthermore, it promotes denitrification by using influent carbon more efficiently, which reduces the need for supplemental carbon. Figure 12-3 below shows how an ammonia-based control scheme generally works in a feedback fashion.

Under ABAC, DO concentrations in the reactors are allowed to fluctuate between low and high set points while targeting the ammonia concentration set point in the reactor. With AVN aeration control, ammonia is compared to the NO_x (NO₂-N + NO₃-N) concentration in the reactor with the aim of maintaining equal ammonia and NO_x in the effluent by controlling reactor DO concentration between high and low DO set points (Figure 12-3). AVN control achieves optimum N removal compared to ABAC for the same influent carbon because nitrification and denitrification are balanced. The AVN controller can be programmed to have an extra layer of ammonia control to meet the desired effluent ammonia concentration.

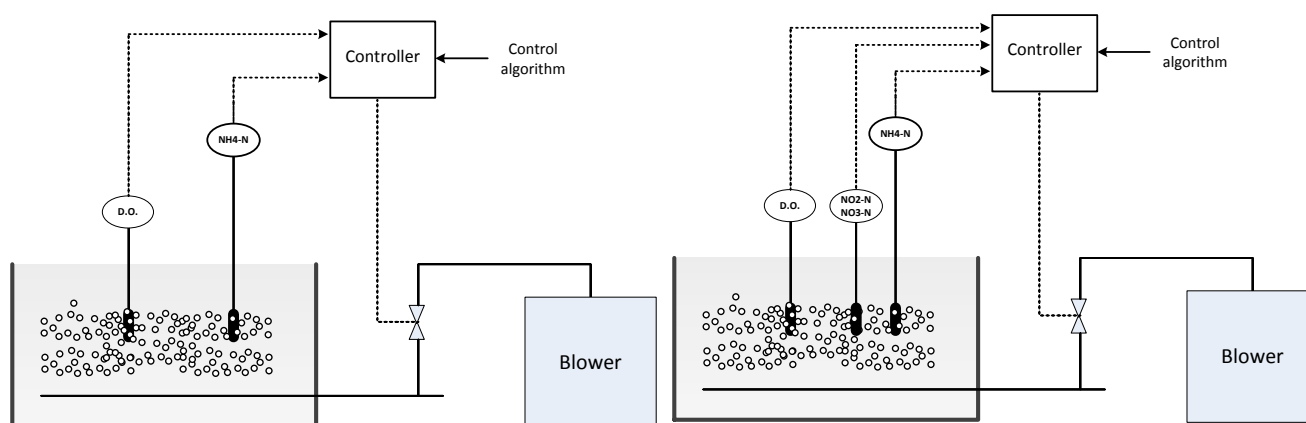


Figure 12-3. Ammonia-based aeration feedback control (left) and AVN aeration feedback control (right)

To implement ABAC, ammonia sensors will need to be installed and tied into the aeration control loop while the AVN control requires NOx sensors as well. Between these two control strategies, AVN control would be recommended as it provides greater operational flexibility for minimal additional cost. For this alternative, the capital cost will include the installation of both ammonia and NOx sensors, allowing for both modes of operation. As with low DO aeration control, this low DO environment provides an opportunity for filamentous organisms to thrive and promote bulking, and will require a solids classification or separation for settling control as described in Section 12.4.5.1.

12.4.7 Alternative 7: Elimination of Anaerobic Zones with Low DO Aeration Control

Alternative 7 modifies Sub-alternative 4B (no BioP) and includes low DO aeration control to promote simultaneous nitrification-denitrification similar to Alternative 5. Similar to Alternative 5, the target DO would be reduced from 2.0 mg/L to 0.5 mg/L and settling control, as described in Section 12.4.5.1., would be implemented.

12.4.8 Alternative 8: Elimination of Anaerobic Zones with Ammonia-based Aeration Control

Alternative 8 is a modification of Alternative 7 that replaces low DO aeration control with ammonia-based aeration control. Similar to Alternative 5, an ammonia concentration set point is maintained by increasing or decreasing the DO concentration in the oxic reactors. This provides only the amount of oxygen needed to nitrify to achieve the set point ammonia concentration. Settling control, as described in Section 12.4.5.1, would also be needed for this option.

12.5 Regulation 85 Alternative Results Summary

Table 12-7 presents a summary of pertinent modeling results for all of the alternatives evaluated under this section. These alternatives were considered for the WRF to optimize its performance to reliably meet the future N and P requirements for Regulation 85. Values shown in red bold and italic are instances where the resulting effluent values exceeded the Regulation 85 limits.

Table 12-7. Summary of Modeling Results for Regulation 85

Parameter	Alt. 1 Current Configuration	Alt. 2 Alt. 1 + On- Demand Acetic Acid	Alt. 3 Alt. 2 + Additional PAAR	Alt. 4A Alt. 2 + No IMLR	Alt. 4B Alt. 2 + No Anaerobic Zones	Alt. 5 Alt. 4A + Low DO Control	Alt. 6 Alt. 4A + Ammonia -Based Aeration Control	Alt. 7 Alt. 4B+ Low DO Control	Alt. 8 Alt. 4B + Ammonia -Based Aeration Control
Total SRT, days	9.5	9.5	14.0	9.5	9.5	9.5	9.5	9.5	9.5
Aerobic SRT, days	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8	8
MLSS, mg/L	3,200	3,500	3,300	3,300	2,900	3,300	3,300	3,300	3,300
Average DO in oxic reactors, mg/L	2.0	2.0	2.0	2.0	2.0	0.5	0–1.5	0.5	0–1.5
Average airflow, scfm	16,000	16,000	16,000	18,000	16,500	10,500	10,500	10,500	10,500
Internal Mixed Liquor IMLR, mgd	20–45	20–45	20–45	0	20–45	0	0	45	45
Effluent NH ₃ -N, mg/L	0.2	0.2	0.2	0.2	0.2	0.3	2.5	0.45	2.5
Effluent NO ₃ -N, mg/L	14.5	10	10	19.5	6.5	5.5	2.5	4	2.5
Effluent TIN, mg/L (avg./max day)	14.8/ 18.2	10.2/13.9	10.2/14.0	19.8/23	6.9/9.5	6.0/9.5	5.4/8.0	4.5/8.0	5.2/8.5
Effluent TP, mg/L	0.75	0.70	0.67	0.60	2.3	0.72	0.80	0.95	1.0
Effluent PO ₄ -P, mg/L	0.34	0.15	0.27	0.10	2.11	0.32	0.35	0.50	0.55
Acetic acid: 70%, gpd	--	830	450	--	--	--	--	--	--
Aluminum requirement?	Yes	No	No	No	Yes	No	No	Yes	Yes
Sidestream NH ₃ -N, lb/d	570	570	570	570	570	570	570	570	570
Sidestream PO ₄ -P, lb/d	250	270	270	280	160	250	250	250	250
Primary sludge, lb/d	31,900	31,900	31,900	31,900	31,900	31,900	31,900	31,900	31,900
WAS, lb/d	13,700	14,900	13,900	14,300	12,100	13,900	13,900	14,200	14,200
Cake, lb/d	21,400	21,600	21,600	21,300	24,000	21,300	21,300	21,000	21,000

Alternative 1 presents the baseline alternative comprising the current configuration at the facility. Based on the results presented below, this alternative has the potential to meet the future annual average TIN limit, but not the maximum day TIN limit of 16 mg/L. In addition, Alternative 1 has the potential to meet the TP requirements for Regulation 85, but an as-needed chemical P precipitation system is recommended for standby operation.

Alternative 2 improves both the biological N and P removal performance of Alternative 1 with the on-demand addition of acetic acid. Modeling results indicate that Alternative 2 would meet the Regulation 85 requirements for TP without the need of metal salt addition. A metal salt coagulant feed system would still be needed for periodic polishing and to meet permit during periods of poor BNR performance. In terms of TIN removal, the modeling results indicate that this alternative would provide sufficient N removal to meet the future average TIN and maximum daily TIN requirements with an average dose of 830 gallons per day (gpd) of 70 percent acetic acid.

To improve the overall performance of Alternative 2, Alternative 3 would increase the capacity of the PAAR complex by building an equivalent tankage volume of the existing PAAR complex. This alternative provides additional detention time in the unaerated reactors to optimize BioP and denitrification performance. This alternative, based on the modeling results, would provide adequate treatment to meet the Regulation 85 TIN and TP limits with reduced supplemental external carbon and metal-salt addition compared to Alternative 2.

Sub-alternatives 4A and 4B would modify the existing configuration at the WRF by adapting the existing PAAR complex to focus on either biological N removal or P removal. Sub-alternative 4A would eliminate the anoxic zones and focus on BioP and not denitrification. As a result, Sub-alternative 4A would not meet the average or maximum daily TIN limits for Regulation 85. Sub-alternative 4B, on the other hand, focuses on meeting the TIN requirements biologically while TP removal is achieved by chemical precipitation. Sub-alternative 4B would provide adequate treatment to meet the TIN requirements in the future Regulation 85; however, it would have to rely on chemical precipitation to meet TP effluent limits.

Alternatives 5 and 6 are modified versions of Sub-alternative 4A with advanced aeration control strategies to enhance the TIN removal capabilities of the process. Alternative 5 relies on low DO operation in the oxic reactors (i.e. 0.5 mg/L) to promote simultaneous nitrification-denitrification. Based on the process modeling results, this alternative can reliably meet the TIN and TP requirements established in Regulation 85. Because of the low DO operation in the oxic zones, this alternative would result in a reduction of approximately 35 percent in the energy requirements for aeration compared to the baseline alternative.

Alternative 6 builds on Alternative 5 by providing an advanced ammonia-based aeration control. To maximize the TIN removal potential, the aeration control strategy uses a combination of target parameters including DO, ammonia, and NO_x to establish the optimum conditions in the oxic reactors. Based on the results presented in Table 12-7, this alternative provides the lowest TIN levels at the WRF while meeting the effluent TP requirements. The aeration requirements for this alternative are essentially the same as those for Alternative 5.

Similar to Alternatives 5 and 6, Alternatives 7 and 8 add advanced aeration control strategies to enhance the TIN and TP removal capabilities of Sub-alternative 4B. Alternative 7 predicted an effluent TP concentration of 0.95 that barely meets the 1.0 mg/L TP limit while Alternative 8 predicted an effluent TP concentration of 1.0 mg/L that does not quite meet the limit. Both options over-perform with respect to TIN removal, which indicates that these options would be best suited for lower effluent nitrogen limits required for Regulation 31.

Because effluent phosphorus limits can be achieved chemically, it is required only that the effluent TIN limits are achieved biologically. Using that criterion, modeling indicates that Alternatives 2, 3, 4B, 5, 6, 7, and 8 can all meet the Regulation 85 effluent limits for the WRF. Alternatives 1 and 4a will not meet the potential max day TIN requirements, and will not be evaluated further.

However, for Regulation 31, Alternatives 7 and 8 can be eliminated from further consideration because, while similar to Alternatives 5 and 6, Alternatives 7 and 8 will have higher operational and capital costs to achieve the same level of performance. The secondary effluent TP performance is inferior to Alternatives 5 and 6, which would require more coagulant dosage to meet permit limits. In addition, Alternatives 7 and 8 will require relocation of IMLR piping. Alternatives 7 and 8 are built from Sub-alternative 4B, and are focused on biological N removal with P removal primarily being performed chemically. These alternatives are more appropriate for the lower effluent nitrogen limits required for Regulation 31 and are discussed further in Section 12.7.

12.6 Cost Analysis of Regulation 85 Alternatives

As part of this investigation, BC prepared planning-level cost estimates for Alternatives 2, 3, 4B, 5, and 6 for the purpose of comparative economic evaluation. Estimates of initial capital cost, as well as annual operational cost, were prepared for each of the alternatives. A 10-year NPV analysis was also prepared to facilitate comparison over the longer term. The basis of cost estimating is described in Section 11.2. A breakdown of capital costs and annual operating costs can be found in TM 2, provided as Appendix B to this report.

12.6.1 Net Present Value Analysis

To provide a comparison of the four alternatives, taking into account both capital and operating costs, a 10-year NPV calculation was performed. The following assumptions were made in performing the NPV calculations:

- Engineering design, permitting, construction, and construction management costs were assumed to occur in 2015
- Annual O&M costs were assumed to occur from 2016 through 2024; this time frame coincides approximately with when operations may need to be changed to achieve Regulation 31 limits
- Present worth was calculated using a 3.0 percent nominal discount rate and a 2.0 percent escalation rate based on United State Office of Management and Budget (OMB) Circular A94, Appendix C for 10-year investments

Table 12-8 shows a summary of the NPV costs and the capital and scaled operational costs that were used to calculate the NPV.

Cost Element	Alternative 2: Acetic Acid Addition	Alternative 3: Expansion of PAAR Complex	Sub-alternative 4B: Elimination of Anaerobic Zones	Alternative 5: Low DO Aeration Control	Alternative 6: Ammonia-based Aeration Control
Capital costs	\$1,409,000	\$4,215,000	\$1,573,000	\$2,250,000	\$2,600,000
Annual chemical and power cost ^a	\$898,000	\$602,000	\$717,000	\$109,000	\$109,000
Total 10-year present worth	\$9,200,000	\$9,400,000	\$7,800,000	\$3,200,000	\$3,500,000

^a. Annual costs are from 2015, but the annual operational cost values used in the NPV calculation were scaled according to projected flow.

12.6.2 Cost Analysis Summary

Alternatives 5 and 6 are the lowest-cost options over the 10-year period that would allow the WRF to consistently meet the near-term Regulation 85 effluent limits. Alternatives 5 and 6 optimize the existing system to emphasize BioP, minimizing the need for chemical P removal, and incorporate simultaneous nitrification-denitrification allowed by the advanced aeration control. As they have lower operating costs than the other two alternatives, the cost benefit of these alternatives will continue to increase if the Regulation 85 mode of operation continues beyond 2024.

The difference between Alternatives 5 and 6 is installing the ammonia and NO_x probes that would allow for ammonia-based aeration control with the appropriate programming. Alternative 5 would provide the lowest-cost option to meet the Regulation 85 effluent limits. But for operational flexibility and stability, it is advisable to incur the higher initial cost and install the needed infrastructure to allow for both modes of operation.

12.7 Process Alternatives Evaluation for Regulation 31

The most challenging component of meeting Regulation 31 requirements will be the TN limit of 2.01 mg/L (based on a 5-year rolling median). Recent work sponsored by the Water Environment Federation (WEF) and the Water Environment Research Foundation (WERF), The Study of BNR Plants Achieving Very Low Nitrogen and Phosphorus Limits, showed that of the advanced treatment plants evaluated, only five plants had effluent TN values of less than 2 mg N/L (in those cases expressed as annual average values) (Bott et al., 2012).

To show the complexity at meeting this very low effluent TN limit, the following shows example ranges of the effluent nitrogen fractions needed to meet the limit of 2.01 mg/L TN:

Ammonia as N	0.25–0.50 mg/L
Particulate TKN	0.25–0.50 mg/L (assumes less than approximately 2 mg TSS/L)
Nitrates as N	0.50–1.0 mg/L
Dissolved organic nitrogen (DON)	0.60–1.0 mg/L
Total	1.60–3.00 mg/L

12.7.1 Nitrogen Removal Options

The biological mainstream process implemented to meet Regulation 85 should be the one that achieves the lowest secondary effluent concentrations of both nitrogen and phosphorus with the least amount of chemical addition, using as much of the “free” carbon contained in the secondary influent as possible. The reasons are as follows: (1) to meet the limits expected for Regulation 31, additional N and P removal will be required after secondary treatment, and (2) use of added carbon and coagulant for N and P removal, respectively, will be more efficient if carried out in dedicated post-denitrification and post-precipitation facilities.

For N removal to comply with Regulation 31 limits, this needs to be carried out in three consecutive steps:

1. The effluent ammonia concentration needs to be reduced to less than 1.0 mg/L. This most likely can be achieved by nitrification in the oxic zones.
2. The sum of nitrate- and nitrite-nitrogen (or NO_x-N) must be removed to the practicable limit. This is generally considered to be 1 mg /L NO_x-N as an average of the two NO_x-N species. This is typically achieved in a post-denitrification fixed-film system with supplemental carbon addition.
3. The DON content of the secondary effluent must be removed down to a level conducive to meeting the Regulation 31 limit for TN. At the same time, the final effluent particulate total Kjeldahl nitrogen (TKN) must be reduced to as low a concentration as possible.

This stepwise logic for N removal is illustrated by Table 12-9 using conventional nitrification-denitrification processes. A moving-bed biofilm reactor (MBBR) system followed by a CoMag® system was used as an example in the development of this table for illustrative purposes, although other treatment technologies may also be used.

Table 12-9. Example Performance of an MBBR System followed by CoMag®

Parameter	Secondary Effluent (Average)	After Post-denitrification MBBR (Average)	After CoMag® (Average)
TSS, mg/L	10.4	18.0	1.0
NH ₃ -N, mg/L	0.50	0.35	0.35
NO _x -N, mg/L	5.0	1.0	1.0
Particulate TKN-N, mg/L	0.80	1.40	0.05
DDON, mg/L	1.90	1.9	0.50
TN-N, mg/L	11.86	4.44	1.90
TP-P, mg/L	1.0	1.0	<0.13

From this example, the first parameter to be reduced in the post-denitrification MBBR process is NO_x-N. During this process, an external carbon source is required to act as an electron donor for the biological reaction to take place. In addition, this is carried out with the phosphorus at a relatively high level, to avoid any inhibition of the denitrifying heterotrophic organisms because of micronutrient deficiency. During the denitrification process in the MBBR, some ammonia will be removed through assimilation in the biomass.

Then, following the post-denitrification step, phosphorus and solids are removed in the CoMag® process via chemical precipitation. In this case, DON is removed together with the phosphorus. This is supported by actual jar tests and recent piloting carried out at the Dilorio WRF, indicating that DON can be removed by this process. Given the strict limits for TN under Regulation 31 and based on the field and pilot testing data, chemical requirements for P removal become a secondary objective. Further discussion of the piloting results is provided later in this section.

An additional objective of the P and DON removal process is the removal of final effluent TSS to very low levels. TSS removal is important when trying to reduce TN to such low levels as required for Regulation 31. A significant fraction of the effluent TN is contained in the effluent TSS, as shown in Table 12-9.

As part of the preparation for this TM, BC considered a number of viable treatment technologies to meet the Regulation 31 TN and TP limits stipulated, while still considering the ammonia and daily maximum TIN in the upcoming permit. The advantages and disadvantages of these technologies were evaluated. Those options found best suited to meet the Regulation 31 limits, taking into account the requirements in place for Regulation 85, were selected for more detailed alternatives analysis. The treatment technology options are presented and described below with the shortlisted alternatives further evaluated with layout drawings and cost estimates presented at the end of this section.

Supplemental Carbon Addition Alternatives

To meet the Regulation 31 TN limit, supplemental carbon will be required. Supplemental carbon can include a number of various sources such as chemicals like methanol, acetic acid, or proprietary glycerol blends; industrial by-products such as dairy waste or brewery waste; or WAS cell disintegration.

Purchase Carbon

Methanol and acetic acid are commonly used for supplemental carbon for denitrification. The main benefit of using a chemical carbon source is that the quantity and quality of the product is consistent. However, the market price can fluctuate over time, resulting in unexpected, higher

operational costs. There are some recognized disadvantages with methanol, including safety issues, the relatively slow growth rate of the methylotrophic organisms, and the need to constantly feed methanol to maintain a viable denitrifying methylotrophic population at all times. However, for the purpose of this evaluation, methanol was selected as the chemical alternative for the Regulation 31 options because of its lower cost and availability for the WRF.

By-Product Carbon

There are a variety of commercial by-products, such as dairy waste and brewery waste, can be used to supplement carbon for denitrification. Local sourcing of carbon is viewed as more sustainable than purchasing a chemical such as methanol or acetic acid, but the main drawback is the inconsistent quantity and quality provided, which can negatively impact the biological process.

WAS Disintegration

WAS disintegration refers to the process whereby thickened waste activated sludge (TWAS) has external energy applied to it to improve its overall biodegradability. An example of a sludge disintegration technology is the OpenCEL technology, where TWAS is passed through a chamber of high-voltage focused pulsed electric field resulting in damage to the cell wall/membrane of the microorganism and causing lysis. Typically, these processes are employed to increase the biodegradability of sludge being sent to anaerobic digesters, to further reduce biosolids production and increase biogas production. Alternatively, the WRF could use the biodegradable carbon generated from the disintegration of TWAS to offset the purchased external carbon (e.g. methanol), which is required to drive denitrification at the WRF.

Implementation of TWAS disintegration, based on the OpenCEL technology, at the WRF would include passing some fraction or whole stream of the TWAS flow through the focused pulse chamber and returning it to the anoxic zone of the aeration basins, where the added degradable carbon would drive additional denitrification.

The main benefits of the WAS disintegration process include this internal generation of carbon for the denitrification process with potential increase in biogas generation in the digester if additional lysed sludge streams are sent to the digesters. Disadvantages include high initial capital costs; reduced overall sludge flows to the digesters; increased P, N, and TSS loads recycled to the aeration basins; and limited experience with long-term installations.

12.7.1.1 Post-Denitrification Alternatives

An underlying prerequisite of post-denitrification options is that they are capable of consistently achieving less than 1 mg/L NO_x-N in the effluent. All of the options for post-denitrification require supplemental carbon addition. The carbon sources typically used are methanol, acetic acid, or proprietary glycerol blends. Dirty sources such as primary sludge fermentate, by-product carbon, or disintegrated WAS are not suitable because of the N content or other substances present that would contaminate the effluent.

Post-denitrification technologies have been proved to achieve very low levels of NO_x-N through denitrification; however, they are also suited to operate under deammonification mode. In the latter, the post-anoxic process would use a portion of ammonia and nitrite to convert it to nitrogen gas without external carbon or energy for aeration in the post-anoxic zone. This would yield much lower O&M compared to the conventional denitrification process. However, for the purpose of this study, the mainstream deammonification process has not been fully evaluated because it is considered emerging. The City should keep tracking the developments of this technology for future application.

The following options considered as appropriate alternatives all represent proprietary processes and, therefore, require both supplier and consultant engineer collaboration. Each of the processes has at least two or more alternative equipment suppliers.

Denitrification Filters

Denitrification filters are modified tertiary sand filters typically used for TSS removal, for example. However, there are significant differences. Because the filters are used for fixed-film denitrification, they are essentially biological reactors and, consequently, they typically use coarser media and operate at filtration rates that may be as little as a third of tertiary filtration rates. There is a limit to the secondary effluent solids load they can handle without degrading performance because these are biological filters. Methanol is added upstream of the filters and is typically paced from both the flow and effluent nitrate concentrations. Because nitrogen gas is formed during denitrification, these filters typically have a “mini” backwash (or “bump”) to release the gas and avoid premature limiting head loss conditions.

One example of these is the Severn Trent Denite® filter, as shown in Figure 12-4. Most post-denitrification systems in the United States are deep-bed denitrification filters.



Figure 12-4. Example Severn Trent Denite® filters

Other tertiary sand filter technologies such as continuous upflow sand filters may be modified for denitrification use as well. For example, the deep-bed version of Parkson's DynaSand filters (shown in Figure 12-5) can be used for this purpose.

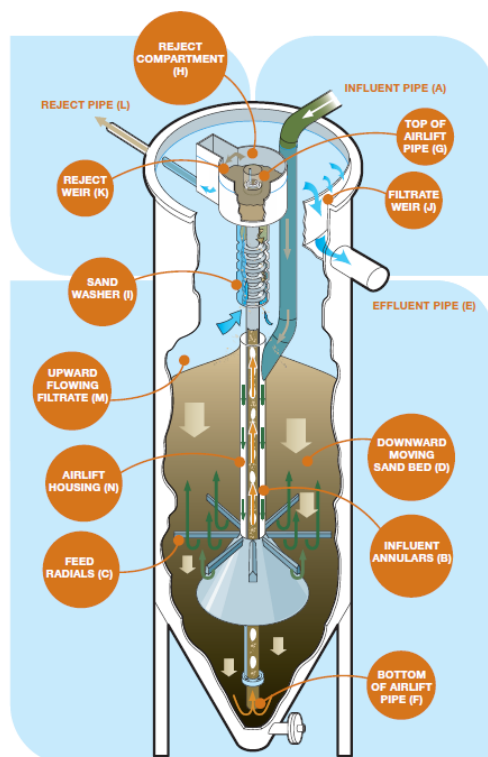


Figure 12-5. Parkson DynaSand general filter schematic

Moving-Bed Biofilm Reactors

Unlike the previous two options, the advantage of the MBBR is that the system operates in low-profile open tanks, similar to the activated sludge tanks (Figure 12-6). The difference is that approximately 60 percent of the volume within the tanks is filled with plastic media that is suspended in the water volume using mechanical mixers. Migration of the media from one zone or tank to another is prevented by using sieves at the outlet from each zone or tank. There is no removal of TSS in this system. In fact, the TSS concentration effluent from the MBBR is slightly higher than the TSS entering the system because of sloughing of the biofilm growth from the added carbon.

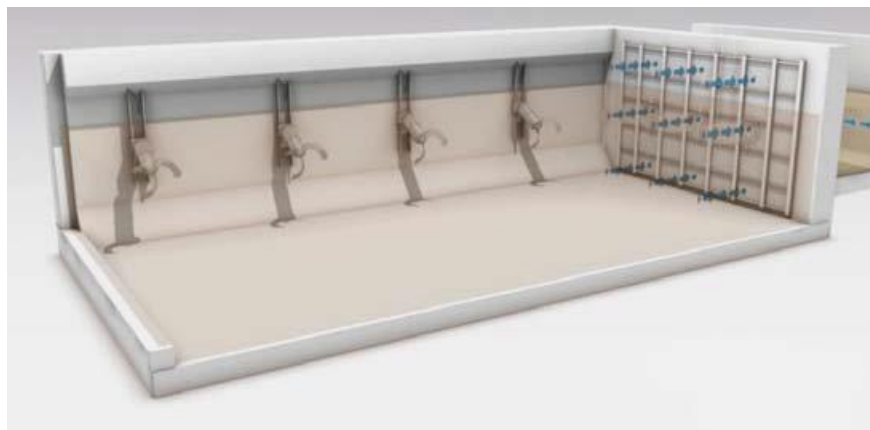


Figure 12-6. Layout of MBBR tank

Biological Anoxic Filters (BAF)

There are two major suppliers of this technology in the United States. Similar to the deep-bed denitrification filters, these are deep-bed biological reactors with carbon addition. However, a major difference between these and the deep-bed filters is that solids retention on the filters is significantly less, probably best described as somewhere between an MBBR and the deep-bed filters. Otherwise, operation of the denitrifying BAFs is quite similar to that of the deep-bed denitrification filters.

Although all three alternatives presented for post-denitrification are viable options, for the purpose of this study, only the Denite filter and MBBR technologies are evaluated for the cost analysis based on recent and proven experience of BC projects.

12.7.1.2 Options for DON Removal

There are a number of potential processes can be applied to remove DON from the post-denitrification effluent; however, extensive chemical testing and piloting would be necessary to determine if they are viable. The options described below have shown promising results and were considered for further evaluation. These are described below in order of increasing complexity and likely costs.

Enhanced Coagulation

Enhanced coagulation is defined as a means of improving the removal of disinfection by-product (DBP) precursors with a conventional treatment process. For the purpose of DON removal, we are discussing the use of a chemical coagulant to improve the removal of DON with a conventional solids separation process. This process provides an adsorbent for the DON in the form of aluminum-phosphorus-hydroxide complexed precipitates. The degree of DON removal is not very high, but may be sufficient to meet the overall effluent TN of 2.01 mg/L required for Regulation 31. A prerequisite for this option is an efficient means of solid/liquid separation. If this process is combined with the objectives of chemical P removal, this prerequisite would be met by the simultaneous requirements for P removal.

As part of the Regulation 85 Nutrient Grant, enhanced coagulation in conjunction with pilot testing of two tertiary treatment systems was conducted. Initial jar tests and results from the pilot tests indicated significant removal of DON. About 45 percent removal was achieved at higher aluminum (Al) dosages. These results support the implementation of enhanced coagulation for DON removal at the WRF.

Microfiltration or Ultrafiltration plus Reverse Osmosis (MF+RO)

Previous studies have shown that reverse osmosis (RO) is an effective means of removing DON from secondary effluents. The objective of the microfiltration (MF) or ultrafiltration (UF) is to pretreat the effluent to maintain economically viable runs between membrane cleanings in the RO. This alternative would need to be piloted to determine the percentage removal of DON and evaluate the recovery to be expected at full scale.

12.7.2 Phosphorus Removal Options

All of the options for P removal require chemical precipitation using a metal coagulant. Typically the coagulant used could be ferric or aluminum based. As discussed in Section 12.7.1.2, this chemical precipitation process will also serve to remove DON, which is necessary to meet low TN limits.

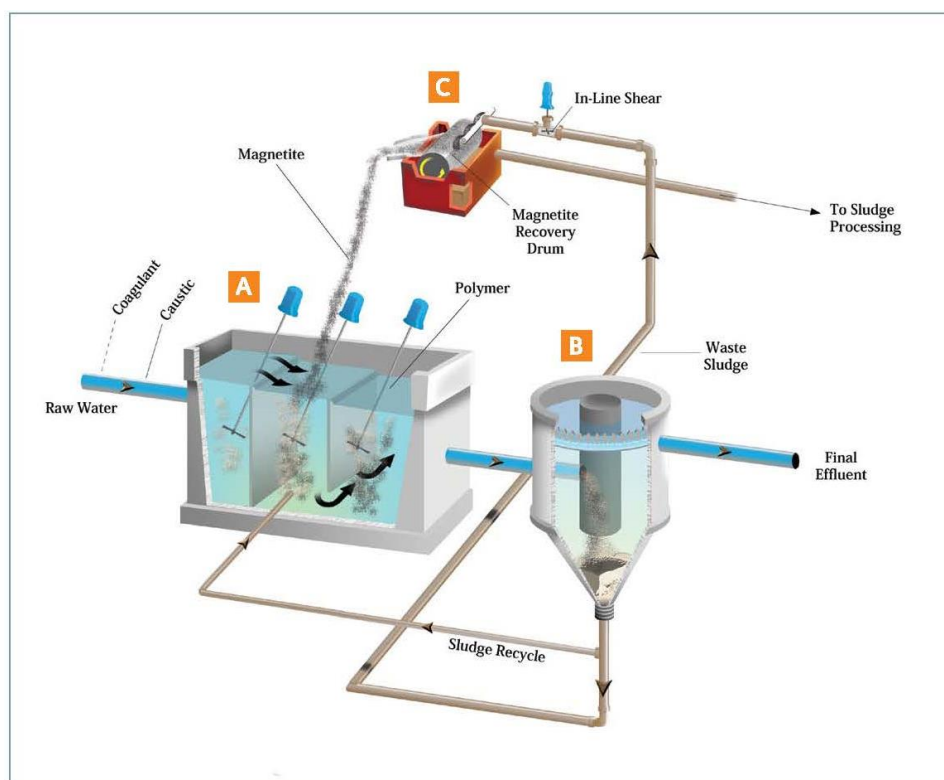
To prepare for the tertiary treatment piloting, jar testing was conducted with ferric chloride, aluminum sulfate, and PAX-18. Based on these results, an alum range of 0–20 mg/L as Al was selected for the pilot testing. PAX-18 was also tested for select pilot runs. Details on the jar testing

and piloting results are provided in the Pueblo Tertiary Treatment Pilot Testing Report (Brown and Caldwell, 2014).

The principal differences between the options lie in the mode of solid/liquid separation adopted for the alternatives. The options considered are described below.

12.7.2.1 CoMag®

The CoMag process is proprietary to Evoqua and is essentially a ballasted flocculation and sedimentation process. The ballast used is a fine magnetite (Fe_2O_3) powder with a specific gravity approximately twice that of sand. The magnetite is magnetic and aids flocculation of the fine phosphate precipitates. Alum would be added for precipitation together with polymer to strengthen the flocs. The CoMag process consists of a four-chamber reactor tank (only three chambers are shown in Figure 12-7 below) and clarifier. Coagulant (e.g. alum) and caustic (sodium hydroxide) are added to the influent stream of the reactor tank. Coagulation and flocculation occur in the reactor tank. Mixers are provided with VFDs to optimize mixing in the reactor chambers. Magnetite is added to the reactors to increase the settling velocity of the flocs. During mixing, the magnetite becomes infused in the metal hydroxide floc and increases its specific gravity. When the flow is then introduced into the CoMag clarifier, the flocs settle significantly faster than normal floc. Magnetic drums recover the magnetite from the clarifier waste stream (95 to 99 percent recovery rate) and recycle it back to the reactor. Polymer is added to the reactor prior to entering the clarifier.



The CoMag™ System as part of a traditional tertiary treatment configuration

Figure 12-7. Schematic of CoMag process

12.7.2.2 DynaSand D2™

The DynaSand D2™ system, manufactured by Parkson Corp., consists of two stages of continuously recirculating, deep-bed, upflow sand filters, with the first stage having coarser sand media than the second stage. The first-stage “deep bed” filter consists of a 2-meter bed of 1.4-millimeter (mm)

effective size filter media designed to handle solids-concentrated streams and the second-stage filter consists of a 1-meter bed of 0.9 to 1.0 mm effective size media for final polishing. Coagulation and flocculation occur within the first-stage filter bed and the effluent is then polished in the second-stage filter with the finer sand media.

In each stage, the influent enters a distribution chamber located at the top of the filter, is conveyed downward through the feed pipe, and is distributed to the filter bed through feed radials located near the bottom of the filter bed. As the water rises up through the filter media, solids particles are retained within the filter media bed. Filter effluent passes over an effluent weir located at the top of the filter and through a discharge pipe. The sand bed slowly travels downward and is drawn into the airlift pipe in the center of the filter. Compressed air introduced to the airlift pipe rises and draws the sand upward, and scours it. At the top of the air lift, the sand is returned to the sand bed through the washer and separator. The backwash water continuously exits the top of the filter.

One benefit of using the D2 filters is that the first stage can be used for denitrification, similar to a deep-bed Denite filter, and the second stage can be used for P (and DON) removal. This configuration was not piloted at the WRF, but it does present a viable option for both post-N and P removal.

12.7.2.3 Piloting Results

The results from the piloting tests were very promising. Both CoMag and DynaSand pilot units were able to achieve the Regulation 31 TP limit of 0.17 mg/L with a coagulant dose around 10 mg/L as Al. Both units also demonstrated significant DON removals, about 40 percent, at the higher alum dosages (greater than 15 mg/L as Al). Both processes also demonstrated increases in ultraviolet transmittance (UVT) and reductions in TSS, turbidity, *E. coli*, and some metals including selenium. The CoMag system exhibited advantages in terms of processing high solids and high flow streams, whereas the DynaSand system struggled at the high flow condition. One advantage with the DynaSand unit is that polymer may not be required and this can provide some operational savings. For details on the pilot testing results, refer to the Pueblo Tertiary Treatment Pilot Testing Report (Brown and Caldwell, 2014). A cost comparison of these two options is presented in Section 12.8 based on the future flow and loadings.

12.7.3 Regulation 31 Optimization Options

In addition to the recommended mainstream secondary and tertiary processes, the sidestream treatment options listed below and discussed in detail in Section 7.3 of TM 2 were evaluated for potential cost savings. The addition of any of these processes would not decrease the sizing or capital costs of any of the mainstream alternatives because the main treatment process would still need to be capable of treating all the flows to permit limits if the sidestream treatment process was offline. Therefore, the benefits to the WRF would strictly be from a reduction in operational costs such as aeration energy or chemical dosing. For a sidestream treatment process to be viable, the reduction in operating expenses would need to be high enough to provide a reasonable period of payback for the initial capital expenditure.

The sidestream treatment options include:

- Sidestream nitrogen treatment:
 - There are several deammonification processes including the DEMON® and ANITA-Mox® systems. Both systems require long SRTs and have specialized methods to conserve the biomass. The DEMON® system is a sequencing batch reactor that uses a hydrocyclone for wasting and Anammox bacteria retention. The ANITA-Mox® system is an MBBR that relies on the growth of ammonia-oxidizing bacteria (AOB) and Anammox bacteria as a biofilm on the media. Both systems require centrate equalization and require only a modest basin volume.

The deammonification process is favored at temperatures greater than 20 degrees Celsius (°C), which is ideal for digester centrate streams, but may need to be heated for drying bed return streams.

- Sidestream phosphorus recovery:
 - Struvite recovery: Several vendors market and supply struvite recovery processes such as Ostara®, Multiform Harvest, AirPrex®, and DHV-Crystalactor®. In a struvite recovery process, P recovery is accomplished in a reactor with supplemental addition of magnesium chloride and other chemicals. The sidestream with high levels of phosphate and ammonia is pumped up through the reactor. Magnesium chloride is added to the reactor to react with the phosphate and ammonia present in the recycle stream, quickly crystallizing and forming crystals of struvite inside the reactor. The crystals grow in size, eventually forming pellets that can be harvested.
 - Phosphorus release process: P release processes such as WASSTRIP® or MULTISTRIP® promote the release of phosphorus and magnesium in the WAS stream prior to digestion. The system consists of an equalization tank and an anaerobic holding tank for P and Mg release. This system removes struvite causing agents (P and Mg) before the WAS is sent to the digesters. However, the process produces a high-strength liquid stream that should be processed in a struvite removal process. This system has a significant advantage over the struvite recovery systems that recover phosphorus only from the centrate return treatment as it reduces struvite in the digesters themselves, but it requires an additional process in addition to the typical centrate struvite recovery process.

Table 12-10 shows the annual potential savings of the sidestream alternatives and the estimated capital costs based on the layouts shown in Section 7.6 of TM 2.

Table 12-10. Summary of Sidestream Treatment Alternatives Cost			
Parameter	DEMON	OSTARA + WASSTRIP	AirPrex
Aeration power savings	(\$34,000)	N/A	N/A
Methanol savings	(\$70,000)	(\$14,000)	(\$14,000)
Process operating cost (power and/or chemical)	\$8,000	\$89,000 ^a	\$29,000
Total annual chemical and power costs (savings)	(\$96,000)	\$75,000	\$15,000
Total capital cost	\$3.5 M	\$6.0 M	\$4.3 M

Note: Costs shown are for 15.7 mgd AAF.

^a Accounts for revenue stream of fertilizer product.

The DEMON sidestream treatment would save approximately \$96,000 per year on mainstream aeration costs and supplemental carbon costs, as shown in Table 12-10. The annual cost savings is based on Alternative 7 with a WRF flow of 15.7 mgd AAF and accounts for mainstream aeration costs, power to run the process, and methanol savings. Scaled down to current average flows, the savings would be approximately \$70,000 during the planning period. However, even with the estimated annual savings, the payoff period would still be greater than 30 years when the \$3.5 million capital expenditure is taken into account.

Reducing the phosphorus loading to the mainstream process would not result in reduction of chemical coagulant addition under Regulation 31 operation because chemical coagulant dosing will be driven by DON removal instead of phosphorus. The mainstream process is able to meet the Regulation 85 effluent limits on an average annual basis without regular chemical usage. Without

the operational savings of coagulant reduction, the viability of OSTARA+WASSTRIP or AirPrex alternatives is significantly diminished.

There is a N reduction occurs as part of the P recovery, ultimately reducing the nitrate load to the denitrification tertiary process. This results in the methanol savings shown in Table 12-10. Although sidestream P recovery will decrease struvite formation in the solids process, this operational benefit does not offset the capital expenditure and additional operational expense at this time.

12.7.4 Summary of Alternatives to Meet Regulation 31

In order to analyze the options available for the WRF to meet the Regulation 31 effluent limits, both the secondary and tertiary treatment options must be analyzed in conjunction with each other as the effectiveness of the secondary treatment will directly influence the operating costs of the tertiary treatment. Sidestream treatment options were analyzed separately to determine if the installation of those systems can provide an appropriate payback in terms of reducing operational costs (aeration energy and chemical usage).

12.7.4.1 Secondary Treatment

As discussed previously, to meet the Regulation 31 effluent limits, the secondary treatment process will be supplemented by a tertiary treatment process. In this case, the overall goal of the secondary process is to reduce the ammonia and TIN concentrations as low as possible to ensure that the Regulation 31 TN limit of 2.01 mg/L can be achieved after tertiary treatment.

Alternatives 5 and 6 had the lowest life-cycle costs for meeting the Regulation 85 limits, but because of the lower nitrogen effluent limits for Regulation 31, Alternatives 7 and 8 may prove to be the most cost-effective solution for this mode of operation. Alternatives 7 and 8 are similar to Alternatives 5 and 6, respectively, except that instead of keeping the IMLR offline, the IMLR is re-routed to the beginning of the existing anaerobic zone to emphasize biological N removal instead of P removal with increased anoxic volume. Table 12-11 presents a summary of pertinent modeling results for the selected Regulation 85 alternatives that provide the best secondary treatment performance for meeting the Regulation 31 limits.

Conventionally, the best strategy for meeting low TN limits is to perform N removal in the secondary process and eliminate BioP. This means that Alternatives 7 and 8 would be favorable over Alternatives 5 and 6 for secondary treatment when the Regulation 31 limits are in place. These options maximize use of the available carbon in the wastewater for N removal because phosphorus can be removed chemically and nitrogen must be treated biologically.

As shown in Table 12-11, Alternatives 6 and 8 (ammonia-based aeration control) have the highest combination of ammonia and TIN concentrations of the four alternatives. Even though these alternatives would normally be eliminated because of the high ammonia concentrations, they are the best match for the implementation of new and cutting-edge N removal processes such as mainstream deammonification.

For example, although Alternative 8 would result in a higher ammonia effluent concentration than Alternative 7, there is potential to convert the tertiary MBBR into a mainstream deammonification process. This would provide a biological method of reducing the ammonia and nitrite concentrations to meet the TN limit of 2.01 mg/L. The approximate ammonia plus nitrite concentration in the modeled secondary effluent for Alternative 8 is 5 mg/L as nitrogen. With the mainstream deammonification process, it is expected that this overall concentration can be reduced by 80 to 90 percent from 5 mg/L to <1 mg/L as nitrogen.

Table 12-11. Summary of Modeling Results for Regulation 31

Parameter	Alternative 5: Low DO Aeration Control: No Anoxic	Alternative 6: Ammonia-based Aeration Control: No Anoxic	Alternative 7: Low DO Aeration Control: No Anaerobic	Alternative 8: Ammonia-based Aeration Control: No Anaerobic
Total SRT, days	9.5	9.5	9.5	9.5
Aerobic SRT, days	8.0	8.0	8.0	8.0
MLSS, mg/L	3,300	3,300	3,300	3,300
Average DO in oxic reactors, mg/L	0.5	0–1.5	0.5	0–1.5
Average airflow, scfm	10,500	10,500	10,500	10,500
IMLR, mgd	0	0	45	45
Effluent NH ₃ -N, mg/L	0.3	2.5	0.45	2.5
Effluent NO ₃ -N, mg/L	5.5	2.5	4	2.5
Effluent TIN (avg./max day), mg/L	6.0/9.5	5.4/8.0	4.5/8.0	5.2/8.5
Effluent TP, mg/L	0.72	0.80	0.95	1.0
Effluent PO ₄ -P, mg/L	0.32	0.35	0.50	0.55
Sidestream NH ₃ -N, lb/d	570	570	570	570
Sidestream PO ₄ -P, lb/d	250	250	250	250
Primary sludge, lb/d	31,900	31,900	31,900	31,900
WAS, lb/d	13,900	13,900	14,200	14,200
Cake, lb/d	21,300	21,300	21,000	21,000

Use of mainstream deammonification would significantly lower the operating costs for N removal as carbon addition would be reduced; however, as stated previously, mainstream deammonification technology is emerging and cannot be fully recommended at this time. But because of its potential, flexibility to operate in this manner should be considered when planning and designing future improvements. For this reason, Alternatives 6 and 8 will continue to be included in the analysis even though, with current proven technologies, they would not be able to meet the Regulation 31 TN limits.

The design of the aeration control strategies for Alternatives 5 and 7 (low DO) and Alternatives 6 and 8 (ammonia-based control) are very similar and have the flexibility to operate either as low DO or as ammonia-based control. Therefore, these alternatives should be treated as the same based on the permit limits to be faced. If mainstream deammonification is suitable for the WRF, then Alternatives 6 and 8 are better options for the City because of their lower O&M requirements. Otherwise, Alternatives 5 and 7 are the preferred alternatives.

Alternatives 5 and 7 will be paired with applicable tertiary process options to determine the alternative combination that meets the Regulation 31 effluent limits reliably and cost-effectively. In addition, Alternatives 6 and 8 will be paired with an MBBR and CoMag tertiary process to determine how that option would fare comparatively if mainstream deammonification may become a possibility in the future.

12.7.4.2 Tertiary Treatment

Of the tertiary treatment options presented in Sections 12.7.1 and 12.7.2, two post-denitrification processes (denitrification filters and MBBR) were combined with two enhanced coagulation solid/liquid separation for P and DON removal technologies (Parkson DynaSand D2 and CoMag). These were also compared with a conceptual MF + RO installation.

Therefore, the four alternatives that were selected to meet the tertiary treatment requirements of Regulation 31 are:

- D2 DynaSand filters with first-stage denitrification and second-stage enhanced coagulation
- MBBR combined with CoMag
- Deep-bed Denite filters combined with CoMag
- MF + RO

12.8 Cost Analysis of Regulation 31 Alternatives

As with the Regulation 85 alternatives, BC prepared planning-level cost estimates for the Regulation 31 alternatives for the purpose of comparative economic evaluation. Estimates of initial capital cost, as well as annual operational cost, were prepared for each of the alternatives. A 20-year NPV analysis was also prepared to facilitate comparison over the longer term. The basis of cost estimating is described in Section 11.2. Detailed capital and annual operating costs can be found in TM 2, provided as Appendix B to this report.

12.8.1 Net Present Value Analysis

To provide a comparison of the alternatives, taking into account both capital and operating costs, an NPV calculation was performed. The analysis for the Regulation 31 alternatives will be performed over a 20-year time period; however, the initial capital expenditure will not occur until 2021. The following assumptions were made in performing the NPV calculations:

- Engineering design, permitting, construction, and construction management costs were assumed to occur in 2021
- Annual O&M costs were assumed to occur from 2022 through 2034, coinciding with the end of the 20-year planning period
- Present worth was calculated using a 3.6 percent nominal discount rate and a 2.0 percent escalation rate based on United States OMB Circular A94, Appendix C for 20-year investments

Table 12-12 shows a summary of the NPV costs and the capital and scaled operational costs that were used to calculate the NPV. Alternatives 6 and 8 would only be recommended with the MBBR + CoMag tertiary process to provide the option of potential mainstream deammonification in the MBBR reactors.

Table 12-12. Regulation 31 20-Year Net Present Value Cost

Secondary Treatment Alternative	Tertiary Alternative Requirements	Capital Cost	Annual Power and Chemical Costs (2022 values)	Net Present Value (20-year)
5	DynaSand D2 filters	\$29.0M	\$2.64M	\$54.6M
	MBBR + CoMag	\$30.3M	\$2.77M	\$57.0M
	Denite filters + CoMag	\$37.7M	\$2.71M	\$63.1M
	MF + RO	\$194.2M	\$11.6M	\$299.0M
6	MBBR + CoMag	\$30.3M	\$2.67M	\$56.0M
7	DynaSand D2 filters	\$29.0M	\$2.66M	\$54.7M
	MBBR + CoMag	\$30.3M	\$2.78M	\$57.1M
	Denite filters + CoMag	\$37.7M	\$2.72M	\$63.2M
8	MBBR + CoMag	\$30.3M	\$2.73M	\$56.6M

12.8.2 Cost Analysis Summary

Of the Regulation 31 alternatives, the MF + RO option is clearly the most expensive in terms of capital and operating expenses. Among the remaining alternatives, the deep-bed Denite filter options are \$6 to \$8 million more expensive to construct and operate over the 20-year planning period. These two tertiary treatment options can thus be eliminated from consideration.

That leaves the MBBR + CoMag and DynaSand D2 tertiary treatments combined with secondary treatment Alternatives 5 and 7 to meet the Regulation 31 effluent limits. The life-cycle cost difference between Alternatives 5 and 7 is negligible; however, because the process configuration of Alternative 7 is geared toward N removal, it is the preferred option in this case, as it is projected to provide a larger margin of safety for N removal. With that considered, Alternative 7, secondary treatment combined with the DynaSand D2 process, would provide the most cost-effective approach. However, using MBBR + CoMag would keep the option for mainstream deammonification process available. If possible, that mode of operation could substantially reduce the amount of methanol needed.

In either case, a capital expenditure of approximately \$30 million will be needed to construct the tertiary treatment improvements needed to meet the Regulation 31 limits. Another \$2.75 million in annual operating expenses will be required to operate the modified secondary and tertiary processes.

12.9 Recommended Future Liquid Treatment System

In formulating a plan to address the upcoming Regulation 85 and 31 effluent limits, BC investigated a series of process configurations that would build upon the existing process in place at the WRF. Table 12-13 summarizes the recommended improvements, estimated capital cost, and estimated year of implementation.

12.9.1 Regulation 85

The WRF is already proceeding with Nutrient Grant improvements that will allow the facility to meet the Regulation 85 effluent limits of 1.0 mg TP/L and 15.0 mg TIN/L using supplemental carbon feed to enhance BNR. With these improvements, a chemical polishing system is being supplied for addressing any TP exceedances in the secondary effluent. Process improvements for this phase of operation are focused on optimizing the performance of the system, getting the most out of the

carbon present in the influent, and minimizing the use of chemical carbon and coagulant addition to meet permit limits.

Alternatives 5 and 6 appeared to be the most promising alternatives in this regard. These alternatives introduce an advanced aeration control system to the process to emphasize BioP and incorporate simultaneous nitrification-denitrification. There is a benefit of decreasing the aeration energy use as well.

The difference between Alternatives 5 and 6 is the installation of ammonia probes that would allow for ammonia-based aeration control with the appropriate programming. For operational flexibility and stability, it may be advisable to incur the higher initial cost and install the needed infrastructure to allow for both modes of operation. Otherwise, Alternative 5 would provide the lowest-cost option to meet the Regulation 85 effluent limits.

12.9.2 Regulation 31

Meeting Regulation 31 limits requires an optimization of the secondary process as well, but also introduces a tertiary process to provide the denitrification and chemical removal of DON and phosphorus to meet the limits of 2.01 mg TN/L and 0.17 mg TP/L.

Assuming that advanced aeration control strategies are already in place from the Regulation 85 improvements, the secondary process would be reconfigured slightly by relocating the IMLR to the front of the existing anaerobic zones, thereby emphasizing N removal in the secondary process rather than P removal. This turns the Alternative 5 and 6 configurations into Alternatives 7 and 8. This shift away from BioP in the secondary process is possible because the chemical removal of DON in the tertiary process would satisfy the P removal needs as well.

There are two tertiary alternatives can be paired cost-effectively with the secondary process selected, the DynaSand D2 system and the MBBR + CoMag alternative. The DynaSand D2 alternative is the least expensive option in terms of capital and annual costs. This alternative has low power requirements and no polymer requirements. There is an approximately \$2 million difference between the two tertiary treatments over the planning period, but in terms of scale, that is approximately 4 percent of the total NPV cost. With an implementation that is a minimum of 7 years away, it is recommended that the Regulation 31 upgrades be conservatively budgeted for slightly higher MBBR + CoMag alternative, with the understanding that the cost for the two technologies be revisited, shortly before design proceeds. With a rapidly changing water treatment technology market, the cost differential between the two technologies may differ significantly by the time of design.

Alternative 7 is the mode of operation that would allow the low nitrogen limits to be met as currently modeled; however, the Alternative 8 mode of operation (ammonia-based control) may be preferred in the long run if mainstream deammonification can be introduced into the tertiary process. This is not currently a proven process, but there are indications that this may be a viable solution in the near future. If that is the case, the MBBR reactor can be used for this mainstream deammonification process, reducing the need for supplemental carbon addition.

Table 12-13. Summary of Recommendations

Regulation	Permit Limits	Recommended Process Description	Estimated Capital Cost (Year of Project)
85	TIN < 15 mg/L TP < 1.0 mg/L	• Supplemental carbon and chemical coagulation feed (underway) • Eliminate IMLR operation • Low DO and/or ammonia-based aeration control strategy • Addition of hydrocyclones	\$2.6M (2015)
31	TN < 2.01mg/L TP < 0.17 mg/L	• Eliminate BioP (reconfigure IMLR) • Add intermediate pump station • Add methanol facility (or other clean carbon source) • Add DynaSand D2 or MBBR + CoMag tertiary process	\$30.3M (2021)

Section 13

Solids Treatment System

This section focuses on the solid stream processes and specifically providing recommendations to meet future biosolids dewatering and drying needs. A summary of existing solid stream facilities is presented in Section 9. The flow and loading projections, regulatory considerations, evaluation of dewatering and drying technologies, and 20-year NPV analysis for certain alternatives are presented within this section. More detail including capital cost and annual operating cost breakdowns for alternatives can be found in TM 3, provided as Appendix C to this report.

13.1 Planning Considerations

The major planning considerations for the solids treatment system are the regulatory requirements, population considerations and future projections, and future flows and loads.

Future regulatory requirements for solids are discussed in Section 4 and summarized in Section 13.1.1. Population details and future projections are presented in Sections 3.1, 8.3, and 11.1. Planning considerations incorporate future flows and loadings, which are based upon the population projections. The projected flows and loadings are described in detail in Section 8.4 and summarized below in Section 13.1.2.

13.1.1 Regulatory Considerations

The WRF is required by its CDPS discharge permit to provide information on biosolids management practices, land application sites, site restrictions and certifications, and the results of all biosolids monitoring to the CDPHE. The facility is required to submit this information prior to February 19 of each year. The WRF is covered under permit COG650045 for biosolids.

Biosolids from the WRF are not able to be beneficially reused and are instead disposed of in landfills, primarily the Southside Landfill in Pueblo with the Fountain Landfill as a contingency site as needed. This is a result of Regulation 64, which defines the treatment requirements for beneficial reuse of biosolids. Three main requirements need to be met prior to the beneficial use of biosolids: pathogen reduction, vector attraction, and pollutant (metals) loading. The anaerobic digestion process at the WRF allows the treated biosolids to meet Class B pathogen reduction and vector attraction requirements, but the selenium content of the finished biosolids product is too high to comply with Regulation 64 Table 1, *Ceiling Concentration Limits for Metals*.

Pueblo has successfully obtained a waiver of the selenium ceiling concentration in Table 1 of Regulation 64, via a footnote to the table stating that Pueblo may land-apply biosolids with concentrations higher than those listed in the table at public contact sites as long as there is low potential for child occupancy. Despite the receipt of the waiver, the WRF has found it difficult to receive approval for land application for its biosolids through the EPA and, as a result, biosolids from the WRF are not able to be beneficially reused and are instead disposed of in landfills, as previously noted. This is likely to continue to be the disposal method for biosolids through the planning period. The Southside Landfill does not impose disposal fees for the WRF's biosolids as long as the quantity of biosolids remains below 3,500 tons per year. This agreement is in effect for as long as the landfill remains in operation.

13.1.2 Projected Flows and Loadings

Presented in this section is a summary of the historical data analysis of solids produced and currently requiring treatment and disposal at the WRF. These projected future solids quantities, combined with their characteristics, will be used in forming the basis for the evaluation of alternatives for improvements to the existing solids treatment system.

13.1.2.1 Historical Solid Production Rates

The WRF is currently permitted for 19 mgd MMF, which corresponds to an AAF of 15.7 mgd. Based on the historical WRF data from 2013, the AAF was 10.2 mgd. Before evaluating alternative technologies to treat sludge, it is important to define the design characteristics and mass flow rates of the waste streams for conceptual design purposes. The theoretical mass and energy balances of alternative treatment processes are affected directly by the quantity and characteristics of the waste streams, as are the sizing of the various process units and the overall system footprint requirements.

BC used historical operating data, and analyzed available historical data to compile the information necessary to perform the analyses in this investigation. The following paragraphs provide information on the current quantities and characteristics of the waste streams requiring treatment and disposal at the WRF.

13.1.2.2 Waste Activated and Primary Sludge

Based on WRF daily historical data from 2013, the average daily flow rate of WAS has been approximately 235,400 gpd. Daily WAS total solids (TS) concentrations at the WRF averaged approximately 0.5 percent. The average VS fraction was approximately 70 percent of the TS. Approximately 450,800 gpd of 0.6 percent solids primary sludge was sent to the GT.

Based on the historical operating data, the TWAS flow averaged around 25,300 gpd with an average TS concentration of about 4.8 percent. The average VS fraction was approximately 83 percent. The GT process produced approximately 23,200 gpd of 6.1 percent solids, at 81 percent VS. Table 13-1 summarizes historical WAS, TWAS, PS, and GT production rates at the WRF for 2013. Figure 13-1 shows a related solids balance around the solids handling processes at the WRF.

Table 13-1. WRF Sludge Production 2013

Parameter	Unit	Annual Average Sludge Production (10.2 mgd AAF)			
		WAS	TWAS	Primary Sludge	GT
Total mass (water plus solids)	gpd	235,400	25,300	450,800	23,200
	lb/d	1,963,000	211,000	3,759,000	193,400
	tons/d	982	106	1,880	97
Total solids	lb/d	9,600	9,500	22,100	11,800
	%	0.49%	4.5%	0.59%	6.1%
Volatile solids	lb/d	6,730	7,900	not available	9,600
	% VS/TS	70%	83%	not available	81%

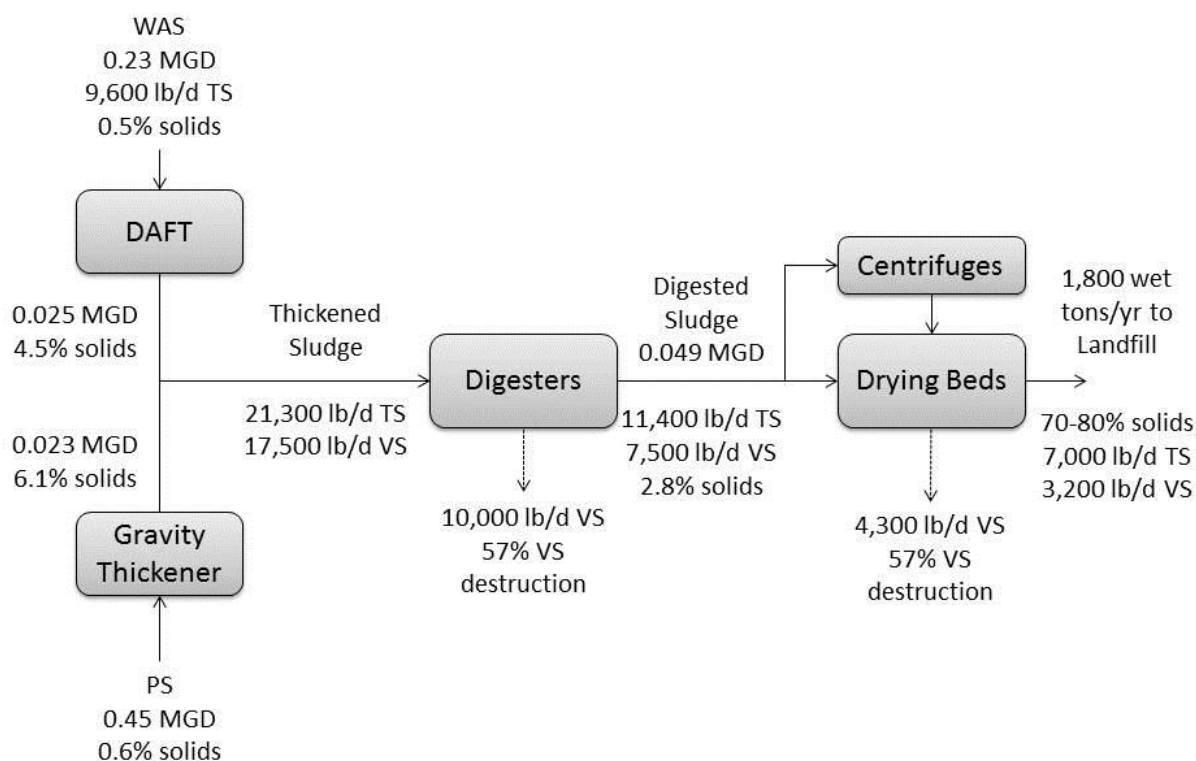


Figure 13-1. Solids mass balance

13.1.2.3 Projected Flows

Based on historical flows, projected population growth, and BioWin™ modeling, sludge projections to 2034 are presented in Table 13-2. The projected increases in solids loading to the WRF were used to calculate sludge production in the BioWin™ model. In 2013, the WRF hauled 1,786 wet tons of biosolids to the landfill, with an average of 83 percent dry solids. The projected flows assume 57 percent VS destruction in the digesters, 57 percent VS destruction in the drying beds and/or solar dryers, and that 70 percent dry solids are hauled. The hauled solids will remain well under the 3,500-ton/year limit at the landfill, even at design capacity. In 2022, the total solids of the feed sludge were assumed to increase 10 percent because of additional coagulant addition for Regulation 31 and resulting solids precipitation.

Table 13-2. Projected Average Annual Flows and Loads

Parameter	2013 ^a	2014	2019	2024 ^c	2029 ^c	2034 ^c
Influent AAF, mgd	10.1	10.2	10.4	10.7	10.9	11.2
Feed Sludge						
Thickened sludge to digesters, gpd	48,500	48,800	50,200	51,700	53,100	54,700
Total solids, lb/d	21,300 ^b	21,400	21,900	24,700	25,300	25,900
Volatile solids, lb/d	17,500 ^b	17,600	18,100	18,600	19,100	19,700
Digested Sludge						
Total Solids, lb/d	11,400	11,400	11,600	14,100	14,400	14,700
Volatile solids, lb/d	7,500	7,600	7,800	8,000	8,200	8,500
Dried Biosolids						
Wet solids hauled per day, lb/d	10,100	10,100	10,300	13,600	13,900	14,100
Wet tons hauled per year	1,786	1,850	1,880	2,500	2,540	2,580

a. 2013 WRF data unless otherwise noted.

b. Calculated from 2013 WRF data.

c. Solids production is anticipated to increase as a result of tertiary P removal.

13.2 Description of Dewatering Alternatives

The WRF currently uses two KHD Humboldt Wedag S3-3 centrifuges to dewater solids for approximately 116 days throughout the year. Anaerobically digested biosolids are currently dewatered from approximately 3 percent solids to 15 to 22 percent. While the centrifuges have adequate capacity to meet digested sludge dewatering needs through 2025, the equipment may need repair or replacement within the next 20 years. Because the KHD Humboldt centrifuges are no longer manufactured, it is increasingly difficult to replace parts. It is recommended that the current centrifuges be replaced with updated centrifuges or another dewatering technology.

Various dewatering alternatives were considered for the replacement of the centrifuge in the dewatering process. The dewatering alternatives include centrifuges from other manufacturers, belt filter presses (BFPs), screw presses, and rotary fan presses (RFPs). The KHD Humboldt centrifuges will be removed in order to allow the selected alternative to be installed in their place within the dewatering equipment room of the sludge processing building.

13.2.1 Centrifuge

A centrifuge is composed of two cylinders, rotating at different speeds. In the outer cylinder, centrifugal force propels the heavier digested solids to the inner wall of the outer cylinder at accelerations exceeding several thousand gravitational units (Gs). For comparison, a clarifier operates at 1 G, and a DAFT operates at about 5 Gs. Centrate, the remaining residual liquid, accumulates along the axis of rotation and is discharged over a concentric weir. The inner cylinder has a scroll encircling its outer surface. Because the inner cylinder rotates at a slightly slower rotational speed than the outer cylinder (the differential), the scroll moves along the inner surface of the outer cylinder, conveying the dewatered solids to a dewatering beach, and then to discharge. A 3D model of a centrifuge and a schematic diagram are presented below in Figures 13-2 and 13-3, respectively.



Figure 13-2. Solid bowl decanter centrifuge

Photo courtesy of Alfa Laval

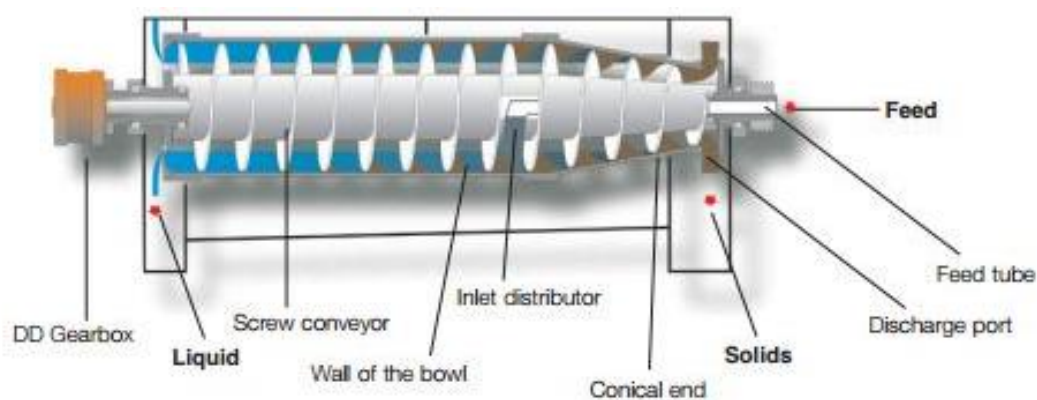


Figure 13-3. Centrifuge schematic

Figure courtesy of Alfa Laval

Centrifuges are capable of achieving dewatered cake concentrations as high as 30 percent for typical municipal wastewater treatment plant residuals. Modern centrifuges include torque control, which can automatically vary differential speed in proportion to the solids inventory in the centrifuge. This automatically controls the rate at which dewatered solids are removed from the centrifuge, providing more consistent cake dryness and minimizing uneven wear.

Centrifuge performance is dependent on the proper selection and application of dewatering polymers. The optimization of polymer feed enhances solids capture and minimizes centrate solids concentration. Solids capture is typically greater than 95 percent, and centrate solids concentrations are approximately 1,000 mg/L TSS. Polymer demand is typically between 25 and 35 pounds polymer per dry ton solids (lb/ton), although it can be as high as 50 lb/ton. Polymer demand and selection can vary seasonally, with warmer weather resulting in a higher ratio of secondary to primary solids. Secondary sludge contains more water and less fiber than primary sludge, which makes dewatering more difficult.

13.2.1.1 Advantages

The advantages of centrifuges include:

- High cake solids concentration
- Small footprint
- Totally enclosed for odor control
- Reliable process
- Flexible process
- No consumables (such as belt filter cloths)
- No equipment downtime to replace consumables
- Low washwater requirements

13.2.1.2 Disadvantages

Disadvantages of centrifuges include:

- High power consumption (use of high-horsepower [HP] electric motors)
- High polymer use
- High O&M costs
- At high rotational speeds, long-term maintenance and wear must be considered
- Noise and vibration
- Substantial overhead space required for disassembly
- Certain maintenance tasks, such as auger replacement, must be performed offsite
- Higher degree of O&M skills required

13.2.2 Belt Filter Press

A BFP is a dewatering device that applies mechanical pressure to a chemically conditioned sludge slurry sandwiched between two tensioned belts by passing those belts through a serpentine of decreasing diameter rolls. The machine can be divided into three zones:

- Gravity zone: Free draining water is drained by gravity through a porous belt
- Wedge zone: Solids are prepared for pressure application
- Pressure zone: Medium and then high pressure is applied to the conditioned solids

The serpentine pathway of the belts also imparts shear to the compressed solids, further aiding in dewatering. A photograph of a typical BFP is shown in Figure 13-4.

Following conditioning with polymers, the sludge is first discharged onto a gravity section (analogous to a gravity belt thickener), where the free liquid drains through the filter cloth. In Figure 13-4, this section is located along the top of the BFP. The gravity belt can be a separate cloth with different porosity from the other belts (in a three-belt design), or it becomes either the top or bottom belt (two-belt design). The top and bottom belts envelop the gravity-drained sludge and feed it into a series of rollers that gradually compress the sludge, displacing the water.



Figure 13-4. Belt filter press

Photo courtesy of Komline-Sanderson

The three-belt schematic in Figure 13-5 shows an independent gravity belt discharging thickened sludge into the wedge section where the sludge is captured between the top and bottom belts prior to entering the wedge section. The belt/sludge/belt sandwich is then fed to the high-pressure zones. Multiple drive rollers, belt washers, and belt steering (tracking) rollers exist within the BFP. Operational adjustments include feed rate, belt speed, and washwater flow rate.

As with centrifuges, BFP performance is greatly affected by polymer selection and dose. Polymer addition and polymer/sludge mixing are likewise critical factors. Excessive turbulence downstream of polymer/sludge mixing can deflocculate the conditioned sludge, resulting in degraded solids capture and increased solids in the recycle stream.

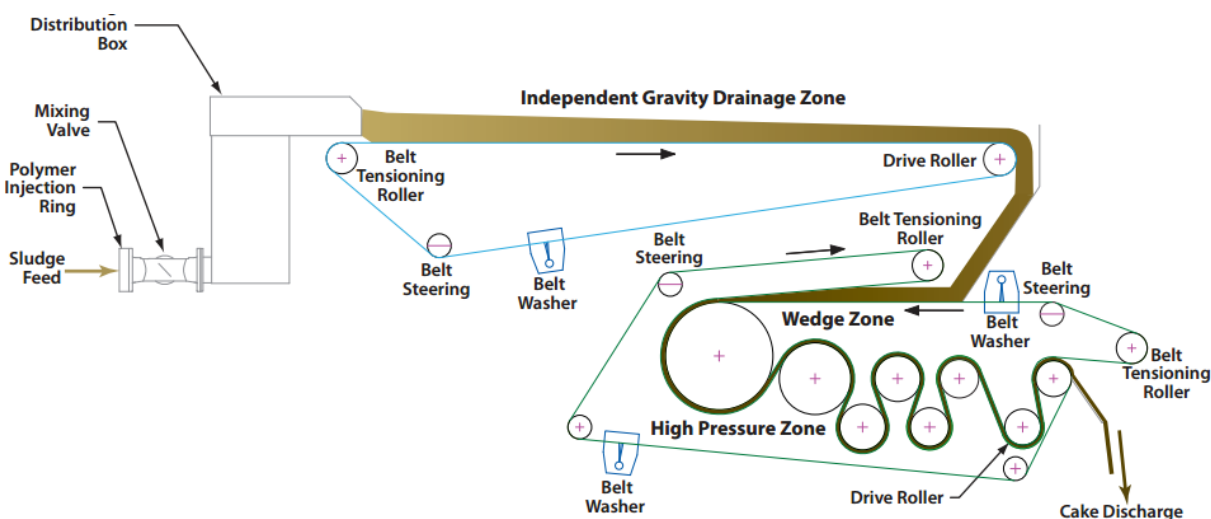


Figure 13-5. BFP schematic

Figure courtesy of Komline-Sanderson

13.2.2.1 Advantages

The advantages of a BFP include:

- Low energy demand
- Variable flow rates
- Average O&M skills required

13.2.2.2 Belt Filter Press Disadvantages

The disadvantages of a BFP include:

- Lack of odor containment
- Open architecture results in humid environment
- High volume of belt washwater required
- Consumables (filter cloths) required
- Significant equipment downtime to change filter cloths
- Less responsive to process changes
- High routine replacement and maintenance costs
- Large footprint

13.2.3 Screw Press

The screw press propels flocculated digested sludge via a screw, similar to an Archimedes screw pump. The screw press may be horizontal or inclined and works according to dewatering principles: gravity and mechanical compression. The screw press is composed of a wedge-wire section basket with spacing that can vary by manufacturer, but normally is on the order of 0.01 inch (0.25 mm). The variable-speed screw rotates and conveys the sludge slowly through the basket. In the widest section of the dewatering basket, the sludge gravity drains. As sludge volume reduces through the unit, it is conveyed into a pressure zone, where the cross-sectional area of the cylinder reduces to compress the digested sludge, expelling the liquid from the sludge. Back-pressure is produced by a discharge cone where the friction forces are sufficient to dewater the sludge. A 3D model of a screw press is shown in Figure 13-6. A process schematic of a typical screw press is presented in Figure 13-7.

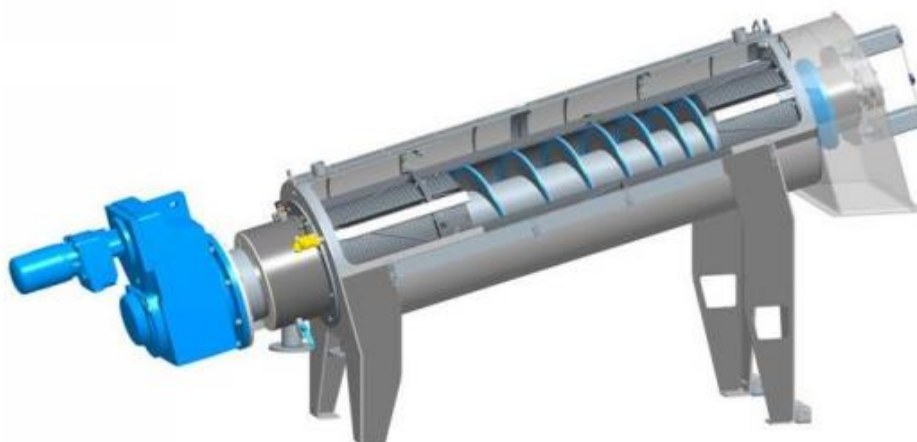


Figure 13-6. Screw press

Model courtesy of HUBER Technology, Inc.

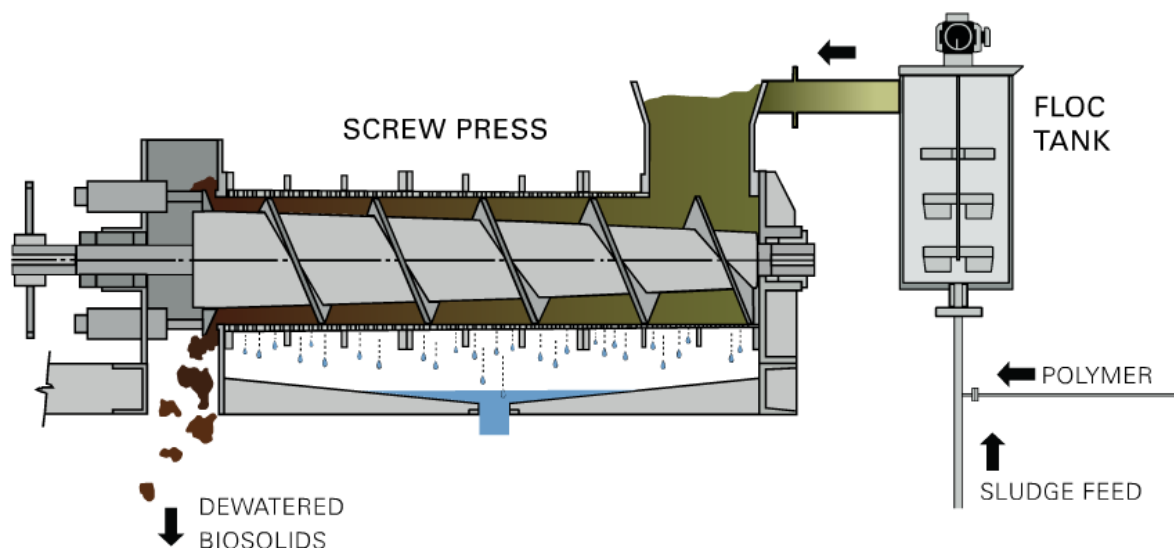


Figure 13-7. Screw press schematic

Figure courtesy of FKC Co., Ltd.

13.2.3.1 Advantages

The advantages of a screw press include:

- Low energy use
- Low noise, low vibration
- Low washwater requirements
- Totally enclosed for odor control
- Low rotational speed results in reduced wear and maintenance
- Mechanically simple devices
- Semi-automatic operation
- No special maintenance skills required
- Low O&M costs

13.2.3.2 Disadvantages

The disadvantages of a screw press include:

- High capital costs
- Potentially high polymer use
- Very sensitive to polymer selection and dosage
- Less responsive to process changes
- Sensitive to the amount of fiber in digested sludge
- Relatively uncommon in municipal wastewater applications

13.2.4 Rotary Fan Press

The RFP is a lower-pressure sludge filtration device compared with the BFP described in Section 13.2.2. The “fans” are screens that slowly rotate at less than 1 rpm within the enclosed dewatering channel. The filtering elements are typically stainless-steel wedge-wire screens. The digested sludge is fed at low pressure into a rectangular dewatering channel and rotates between two parallel

rotating screens. As liquid drains from the sludge (analogous to the gravity section of a BFP), solids accumulate in the dewatering channel. The sludge continues to dewater until sufficient pressure is generated against the discharge gate. The back-pressure imparted by the discharge gate and the frictional force of the rotating screens are sufficient to dewater the remaining solids and to extrude a dry cake. A photograph of an RFP is shown in Figure 13-8, and an exploded view of the RFP components is presented in Figure 13-9.

One of the unique features of RFPs is their ability to expand the units by adding dewatering assemblies to the central rotating shaft. RFPs typically come as two-channel units, but can be expanded to four-channel and even six-channel units. Thus, capital expenditures can be spread out to match increasing demand, while minimizing the cost impact. Depending on the manufacturer, the dewatering assemblies are available in standard screen/wheel diameters of 18-inch, 24-inch, 36-inch, or 48-inch.

Because the wedge-wire screens provide a more open area than would be the case for BFP cloths, the significance of polymer selection and dosage are even more critical for this technology. Manufacturer literature cites polymer dosages similar to other dewatering technologies. BC's experience indicates that the dewatering performance is highly variable from site to site. The only way to be confident in selecting this technology is to pilot-test a unit with the site-specific conditions that will ensure proper unit performance.



Figure 13-8. Two-channel RFP

Photo courtesy of PSI

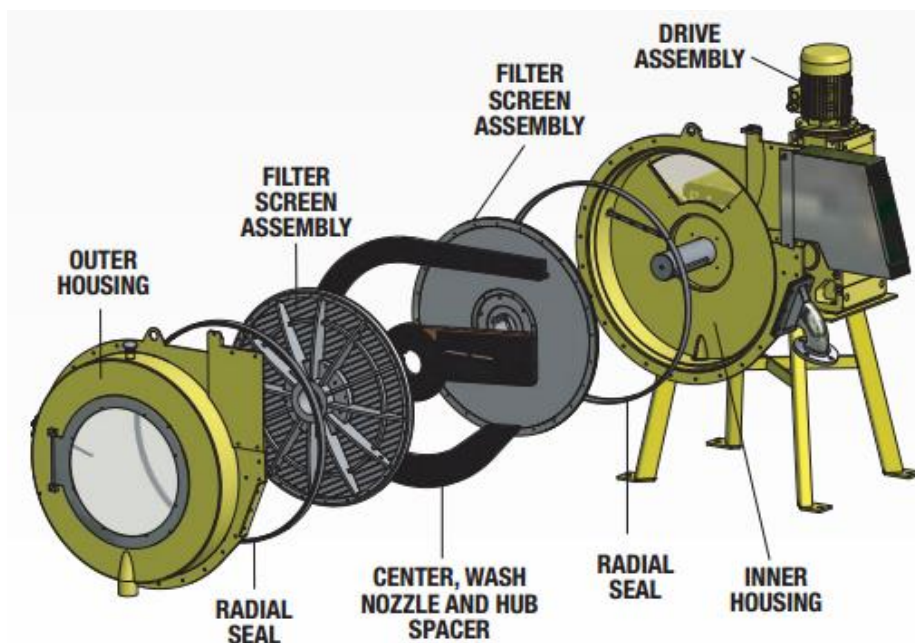


Figure 13-9. Exploded view of RFP component arrangement

Figure courtesy of PSI

13.2.4.1 Advantages

The advantages attributed to RFPs include:

- Expandable
- Low noise, low vibration
- Less washwater than BFPs and screw presses
- Totally enclosed for odor control
- Low rotational speed results in reduced wear and maintenance
- Mechanically simple devices
- Semi-automatic operation
- Low capital costs
- No special maintenance skills required

13.2.4.2 Disadvantages

The disadvantages of an RFP include:

- Very sensitive to polymer selection and dosage
- Less responsive to process changes
- Sensitive to amount of fiber present in digested sludge
- Not as reliable a process as centrifuges
- Two vendors, with limited installations

13.2.5 Struvite Formation

The WRF began its BioP process in 2013. Once the BioP process is introduced in a wastewater facility, the potential for struvite formation on or within other liquid stream and solid stream process equipment increases. Struvite is magnesium ammonium phosphate, $(\text{NH}_4\text{MgPO}_4 \cdot 6\text{H}_2\text{O})$, and it

typically forms after anaerobic digesters release ammonium and phosphate, which then reacts with magnesium in the sludge. Struvite forms a crystalline scale on various equipment, including belts, pumps, pipes, dewatering equipment, and the anaerobic digester. This scale leads to decreased performance and operational inefficiency because of the clogging of pipes and pumps and the damage caused to critical components of dewatering equipment. While chemical or other solutions to alleviate the struvite formation may be possible, it is important to note that struvite formation on or within the dewatering equipment is a cause for concern. Significant struvite accumulation can lead to mechanical and process failures for biosolids treatment and cause accelerated wear and damage of equipment.

Of the four dewatering technologies discussed previously, centrifuges are the most susceptible to struvite formation because of the high speeds at which they operate. Centrifuges may experience struvite formation on the bowl interior, potentially rendering the centrifuge inoperable until the struvite has been removed. Struvite removal from centrifuge can be a costly and laborious process, and in some cases may require transport for offsite replacement of the scroll's tiles. Because centrifuge bowls and scrolls can operate at speeds up to 3,000 rpm, accelerated sludge maximizes contact with the bowl or scroll, increasing the potential for struvite formation. In comparison, BFPs, screw presses, and RFPs operate at lower speeds, using more passive processes, thereby lowering the potential for struvite damage. While BFPs, screw presses, and RFPs may still experience some struvite damage to their various components, overall, centrifuges are the most likely candidates for maintenance and repair, requiring additional expense.

13.3 Design Details for Dewatering Alternatives

The design for each of the dewatering alternatives presented in this section is based upon a load from the anaerobic digesters of 272 wet tons/day at 2.9 percent solids. The design also assumes operational shifts of 8 hours per day, 7 days per week. This equates to a load of 1,972 dry pounds of solids per hour (dry lb/hr). Rather than providing redundancy with an extra unit, additional operational shifts are assumed to be added as necessary.

In addition to the design details for each of the dewatering alternatives, Section 13.3 discusses the footprint and potential layout of each of the dewatering alternatives. The current dewatering centrifuges reside on the second story of the sludge processing building. The approximate dimensions of this building and the existing access hatch are presented in Table 13-3. The layout of the existing centrifuges in the dewatering equipment room is shown in Figure 13-10. The access hatch is located on the floor and opens to the sludge load-out area below. Any new dewatering equipment must either be brought through the sludge load-out area and lifted through the hatch, or a new access point through the side of the building will need to be established. The dewatering room is also equipped with an overhead bridge crane.

Table 13-3. Sludge Processing Building Dimensions

Location	Length	Width	Height
Second-story dewatering equipment room	47 ft 6 in. ^a	20 ft 2 in.	12 ft 0 in. ^b
Access hatch	6 ft 0 in.	10 ft 3 in.	N/A
Sludge load-out area	57 ft 10 in. ^a	20 ft 2 in.	18 ft 3 in.

a. Length from the access hatch to the end of the room, which is the length available for dewatering equipment.

b. Height from the floor to the rails of the bridge crane.

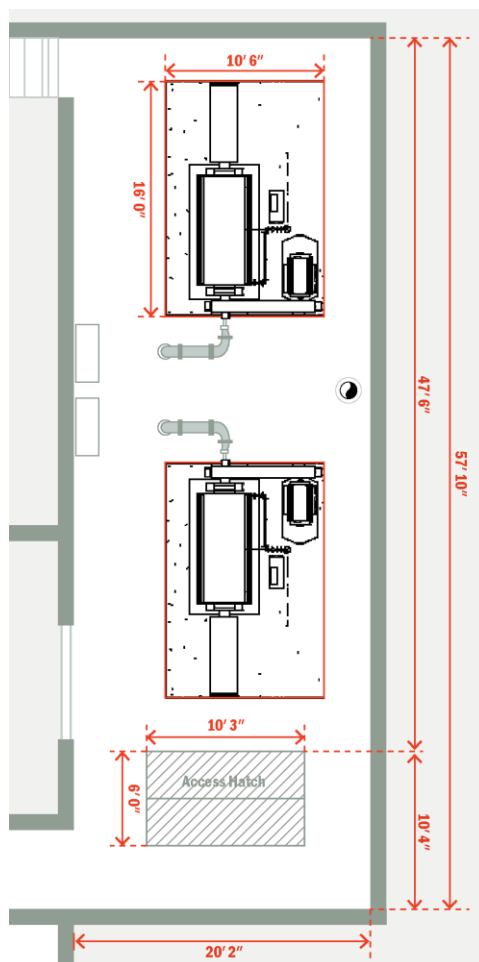


Figure 13-10. Layout for existing Humboldt centrifuges

13.3.1 Centrifuges

This section outlines centrifuge design details and layouts evaluated for this Master Plan.

13.3.1.1 Design Details

Three centrifuge manufacturers were investigated for this application: Centrisys, Alfa Laval, and Andritz. A comparison of the systems recommended by Centrisys, Alfa Laval, and Andritz for this application is presented in Table 13-4.

Parameter	Centrisys	Alfa Laval	Andritz
Model	CS18-4 2PH	ALDEC G3 75	D4L Decanter
Number of units needed	2	2	2
Capacity per unit, dry lb/hr	1,400	986	986
Total capacity, dry lb/hr	2,800	1,972	1,972
Capacity per unit, gpm	96	68	68
Total capacity, gpm	193	136	136
Power per unit, hp	50	60	50

Table 13-4. Centrifuge Design Parameters

Parameter	Centrisys	Alfa Laval	Andritz
Total power, hp	100	120	100
Washwater per unit, gph	100	94	295
Total washwater, gph	200	188	590
Dewatered solids concentration ¹ , %	20+	23–27	19–23
Solids capture, %	95+	95	97
Total polymer demand ^a , lb active/dry ton	30	24–26	25–35

a. Laboratory and/or pilot testing of system required for confirmation.

13.3.1.2 Layouts

Table 13-5 presents the layout parameters by the manufacturer. The layouts for the Centrisys, Alfa Laval, and Andritz centrifuges are shown in Figures 13-11, 13-12, and 13-13, respectively.

Table 13-5. Centrifuge Layout Parameters

Parameter	Centrisys	Alfa Laval	Andritz
Number of units needed	2	2	2
Approximate equipment footprint requirements per unit ^a	H = 5 ft 4 in. W = 4 ft 4 in. L = 12 ft 8 in.	H = 6 ft 11 in. W = 5 ft 2 in. L = 16 ft 6 in.	H = 5 ft 0 in. W = 4 ft 3 in. L = 12 ft 5 in.
O&M space Requirements	3 feet of space is needed on each side of each unit	3 feet of space is needed on each side of each unit	3 feet of space is needed on each side of each unit
Existing dewatering equipment room footprint is adequate	Yes	Yes	Yes
Reuse of existing hoppers for sludge load-out	Yes	Yes	Yes
Access hatch is adequate	Yes Centrifuges need to be turned lengthwise to fit through hatch	Yes Centrifuges need to be lifted through hatch on an angle	Yes Centrifuges need to be turned lengthwise to fit through hatch

a. Footprint does not include O&M spacing requirements around and between units.

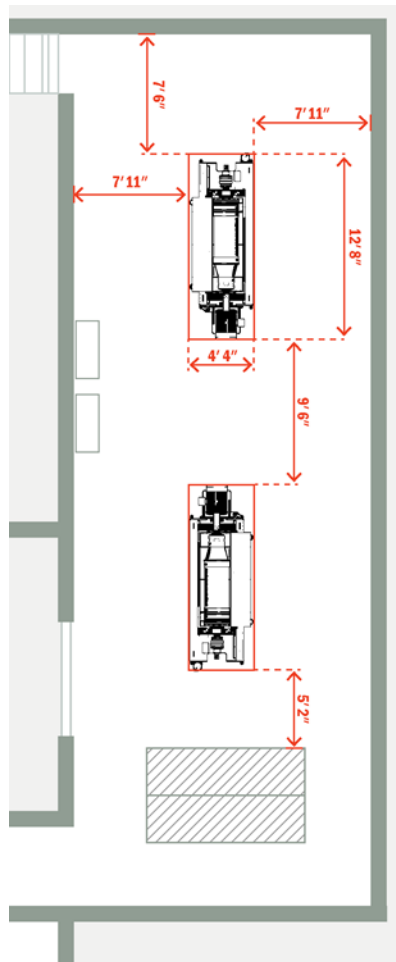


Figure 13-11. Centrisys layout

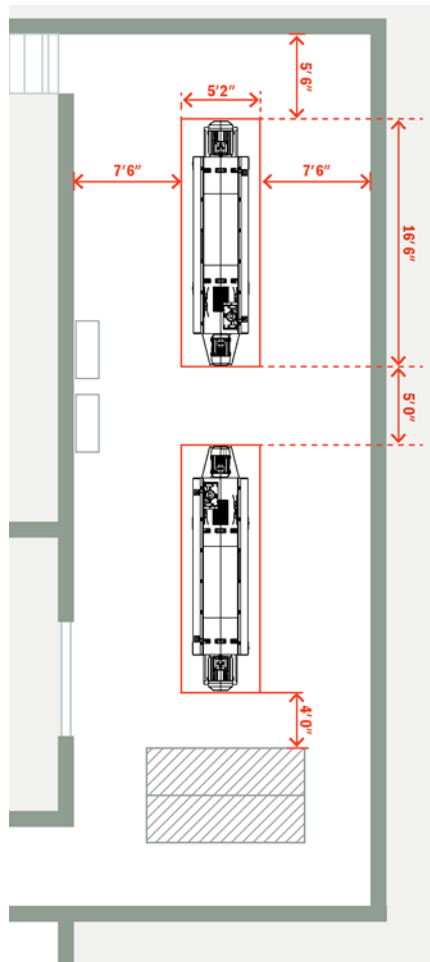


Figure 13-12. Alfa Laval layout

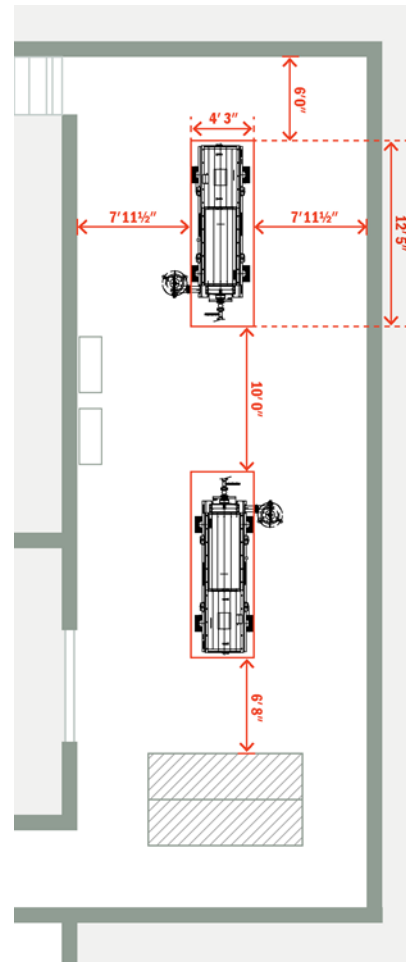


Figure 13-13. Andritz layout

13.3.2 Belt Filter Presses

Two BFP manufacturers were examined, BDP and Komline-Sanderson. However, after evaluating the BFPs, it was determined that there is not adequate space in the existing dewatering equipment room to properly service the Komline-Sanderson BFPs. Additionally, both the BDP and Komline-Sanderson BFPs would require new access through the side of the building. It is cost-prohibitive to increase room size and/or create a new point of access, especially because dewatering is typically a seasonal operation. For this reason, the BFP is not considered further and is not included in the economic analysis. The design parameters and layouts for the BDP and Komline-Sanderson BFPs can be seen in TM 3.

13.3.3 Screw Presses

Two screw press manufacturers were examined, HUBER and FKC. However, given the spacing requirements and the footprint for the FKC screw presses, the existing dewatering equipment room does not have adequate space to service the equipment. Additionally, the FKC screw presses will not fit through the existing access hatch. It is cost-prohibitive to create a new point of access, especially because dewatering is typically a seasonal operation. Therefore, the FKC screw press were not shown in the cost analysis in TM 3 or Section 13.6.3 of this Master Plan.

Although it was determined that the height requirement of the HUBER screw press is also limiting with respect to vertical distance to the bridge crane in the dewatering equipment room, additional

minor modifications could be performed in the dewatering equipment room to allow installation and operation. Although it would still not be an ideal configuration, the HUBER screw press was included in the cost analysis in TM 3 to ensure that the potential benefits of the equipment was not overlooked. However, the 20-year NPV analysis completed for TM 3 and shown in Section 13.6.3 of this Master Plan proved that the screw press is not a viable option due to its expense. Therefore, the details of the HUBER and FKC screw presses evaluation are not provided in this Section, but can be found in Section 5.3 of TM 3, provided as Appendix C to this report.

13.3.4 Rotary Fan Presses

This section outlines RFP design details and layouts evaluated for this Master Plan.

13.3.4.1 Design Details

Two RFP manufacturers were examined, Fournier and PSI. A comparison of the systems recommended by Fournier and PSI is presented in Table 13-6. The Fournier RFP requires two flocculation tanks in addition to the screw press units. The PSI RFP does not require flocculation tanks.

Table 13-6. Rotary Fan Press Design Parameters		
Parameter	Fournier	PSI
Model	6-900/6000CV	RFP48D-SL
Number of units needed	2	2
Number of flocculation tanks	2	N/A
Capacity per unit, dry lb/hr	1,140	1,000
Total capacity, dry lb/hr	2,280	2,000
Capacity per unit, gpm	79	69
Total capacity, gpm	157	139
Power per unit, hp	20	13.5
Total power, hp	40	27
Washwater per unit, gph	188	80
Total washwater, gph	375	160
Dewatered solids concentration, % ^a	18	15–22
Solids capture, %	93	95+
Total polymer demand, lb active/dry ton ^a	15–20	12–22

a. Laboratory and/or pilot testing of system required for confirmation.

13.3.4.2 Layouts

Table 13-7 presents the layout parameters by manufacturer. The layouts for the Fournier and PSI RFPs are shown in Figures 13-16 and 13-17, respectively.

Table 13-7. Rotary Fan Press Layout Parameters

Parameter	Fournier	PSI
Number of units needed	2	2
Approximate equipment footprint requirements per unit ^{a,b}	H = 7 ft 2 in. W = 13 ft 0 in. L = 12 ft 2 in.	H = 8 ft 3 in. W = 6 ft 3 in. L = 8 ft 6 in.
O&M space requirements	4 ft of space is needed on each side of each unit	3 ft of space is needed on each side of each unit
Existing dewatering equipment room footprint is adequate	Yes	Yes
Reuse of existing hoppers for sludge load-out	Yes	Yes
Access hatch is adequate	Yes Equipment assembly would need to occur in the building	Yes Equipment assembly would need to occur in the building

a. The flocculation tank is included in the footprint for the Fournier system.

b. Footprint does not include O&M spacing requirements around and between units.

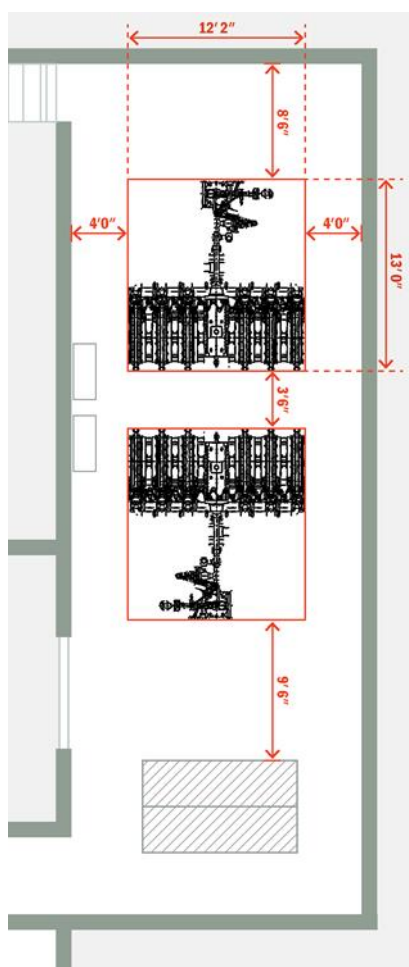


Figure 13-14. Fournier layout

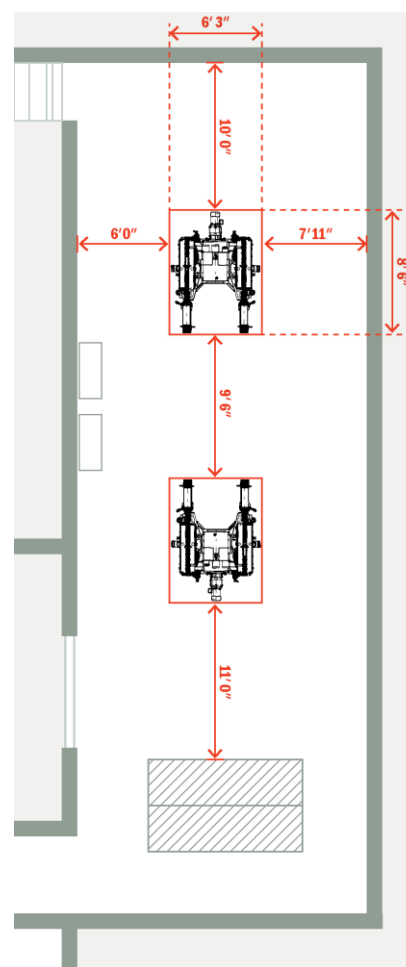


Figure 13-15. PSI layout

13.4 Description of Drying Alternatives

The WRF currently operates in two modes for digested sludge dewatering and drying. For 116 days per year on average, primarily during the winter, thickened sludge is dewatered in the two centrifuges. The dewatered sludge, at 15 to 22 percent solids, is then sent to drying beds. For the remaining 249 days per year on average, thickened sludge is not mechanically dewatered. Rather, it is sent directly to drying beds, as described in Section 9.5.6, resulting in 70 to 80 percent solids. In both cases, the dried solids are periodically hauled to the landfill.

To achieve the same final solids concentration of 70 to 80 percent, two drying alternatives were considered: using the existing drying beds or installing new solar dryers. These alternatives would be used in conjunction with the chosen dewatering technology.

13.4.1 Drying Beds

The first drying alternative would use the existing and future expansions of the drying beds as described in Section 9.5.6. For approximately one-third of the year, anaerobically digested sludge would be dewatered mechanically and then sent to the dewatered sludge storage area. For the remainder, sludge would be sent to drying beds directly for decanting and drying. The expansion of the drying bed area would meet the needs of the WRF through the planning period.

13.4.2 Solar Drying

The second drying alternative uses solar dryers in combination with dewatering. Because solar dryers cannot accept liquid sludge, anaerobically digested biosolids must first be dewatered by one of the alternatives recommended in Section 13.3 prior to their application in solar dryers. This would increase dewatering operations from approximately 116 days per year to 365 days per year. The optimal location for the solar dryers is in the existing dewatered sludge storage area, which is adjacent to the existing sludge processing building. By locating the solar dryers adjacent to the dewatering operations, the transport of dewatered sludge is minimized. A solar dryer schematic is presented in Figure 13-16 and a photograph of the interior of a solar drying bed is shown in Figure 13-17. Additional information about the location and layout of the solar dryers is presented in Section 7.4 of TM 3 in Appendix C.

Solar dryers use captured solar radiation to dry dewatered solids to greater than 75 percent solids content. The dewatered solids are placed in a greenhouse-type structure with ventilation fans for exhausting the evaporated moisture from the solids. The air ventilation system expels moist air from the chamber and draws in drier air from outside the chamber. This air exchange is a crucial part of the process as it is the mechanism by which water is removed from the system. Internal circulation fans also ensure the proper mixing of air within the drying chamber.

Solar drying efficiency depends on climatic conditions. Less water evaporates in the winter, so different strategies can be employed to process the continuously generated volumes of sludge. In winter, support from external energy sources, such as heat pumps, may be required to maintain the same level of summer drying. Alternatively, a sludge buffer tank could be used to store sludge during winter months until solar dryer performance is adequate.

Because the drying energy for the solids comes from solar radiation, the amount of energy used to process the solids is limited mostly to the electricity needed to power the air ventilation system and the solids mixing and aeration machine. Solar dryers have the potential to generate odors, especially when the material is first introduced into the drying chamber. Ammonia odors, in particular, are expected with a system drying anaerobically digested material. If odors are a concern, the exhausted air must be directed to a chemical air scrubber to strip away any ammonia or sulfur compounds.

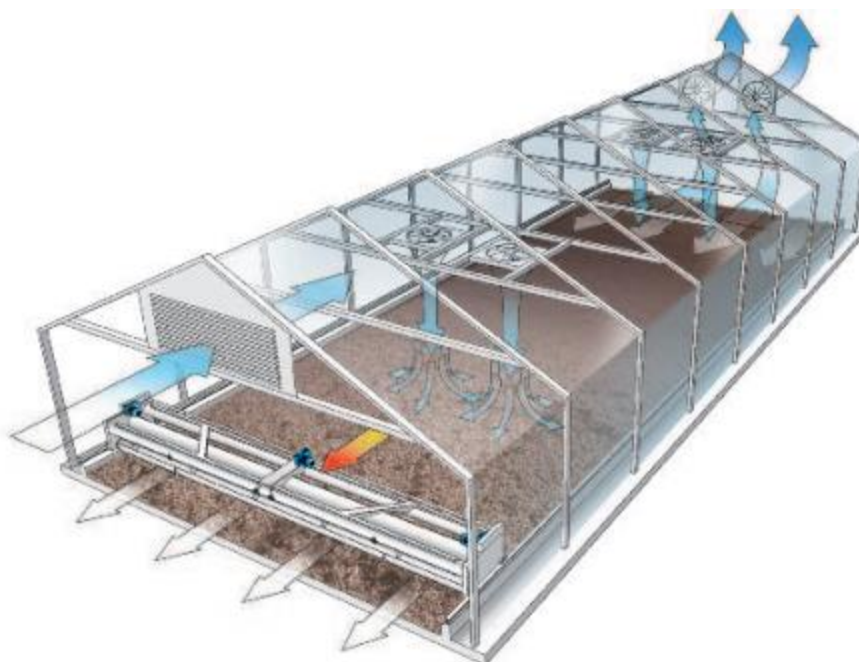


Figure 13-16. Schematic of solar dryers

Figure courtesy of HUBER Technology, Inc.



Figure 13-17. Solar dryer with electric mole

Figure courtesy of Parkson

13.5 Design Details for Drying Alternatives

This section describes the design details for drying alternatives at the WRF, including drying beds and solar drying, along with layout alternatives.

13.5.1 Drying Beds

Design details for the existing drying beds are presented in Section 9.5.6. Additionally, as noted in that section, additional drying bed area is needed to handle the projected solids generated during the planning period. An additional 53,400 ft² of drying bed area is needed to meet the needs of the WRF through 2034 and provide the operators with an additional 10 percent area for operational flexibility. The site immediately north of the existing dewatered sludge area would be grubbed and cleared for the new asphalt paved drying bed.

13.5.2 Solar Drying

Two manufacturers of solar drying technology were investigated, HUBER and Parkson. the HUBER and Parkson systems require similar footprints and costs. The Parkson system was chosen as the representative solar dryer for this investigation. Details for the HUBER system can be found in Section 7.2.1 of TM 3, provided as Appendix C to this report.

13.5.2.1 Parkson

In the Parkson Thermo-System®, 95 percent of the energy required for drying is provided by solar radiation. Parkson systems have been implemented in water and wastewater treatment plants ranging in size from 0.2 mgd to 40 mgd. Parkson units are referred to as chambers rather than greenhouses, and each chamber has its own ventilation and turning system. Similar to the HUBER system, the chambers can be loaded manually from trucks, or automatically via conveyors or pumps. Electric Moles® are used to automatically turn, distribute, and aerate sludge to increase drying performance. These computer-controlled four-wheel devices require minimal maintenance. Each Electric Mole® has six ultrasonic sensors onboard for orientation.

Each Parkson chamber is equipped with a gable integrated motorized air flap that allows entry of fresh air. At the opposite end of the chamber, exhaust fans blow saturated air out of the chamber. Aeration ceiling fans in each chamber provide a turbulent flow regime above the sludge, increasing drying performance. The Parkson system is controlled by a central control panel and various climatic sensors including interior and ambient temperature, interior and ambient relative humidity, solar radiation, and wind speed. All devices are completely automated, allowing for minimal operator attention.

The design parameters for the Parkson Thermo-System Active Solar Drying System® are presented in Table 13-8, assuming that the solids were mechanically dewatered to 20 percent. The design parameters for the two roof materials are the same, but the difference between the roof materials lies in their cost. While the glass roof is more expensive, it is more aesthetically pleasing, is more resistant to hail damage, and does not yellow. Cost estimates are described further in Section 13.6.

Table 13-8. Parkson Thermo-System Active Solar Dryer® Design Parameters	
Parameter	Value
Model	Glass Venlo roof or twin wall polycarbonate roof
Design criteria	336 wet tons/day from anaerobic digester 20% dewatered solids 17,783 wet tons/yr entering solar dryer
Number of chambers needed	7
Approximate footprint requirements per chamber, ft	W = 42 L = 420
Total footprint requirement, ft ²	123,480
Electrical energy usage, kWh/yr	398,335
Dewatered solids concentration ^a , %	75

a. Laboratory and/or pilot testing required for confirmation.

13.5.3 Layouts

Because the HUBER and Parkson systems require similar footprints, the layout for the Parkson system in Figure 13-18 can be considered representative of solar dryer footprint needs. In addition to the greenhouses themselves, a support/electrical building would be required, with estimated dimensions of 20 feet by 20 feet. It is shown as an example on Figure 13-18. The small footprint of the building allows for its location to be determined at a later time.

The solar dryers are being located in the current dewatered sludge storage area instead of the solar drying beds southwest of the facility, as it is closer to the dewatering operations, and it is assumed that a key driver for the installation of solar dryers would be to reduce the size of the operation. However, the existing dewatered sludge storage area is not large enough to facilitate the entire solar dryer footprint. An additional area of approximately 49,000 ft² is needed, as shown in gray on Figure 13-18. This area lies outside of the WRF's current fence and berm line, but these areas are available for expansion as the property is owned by the City.

Parkson Solar Dryer Layout

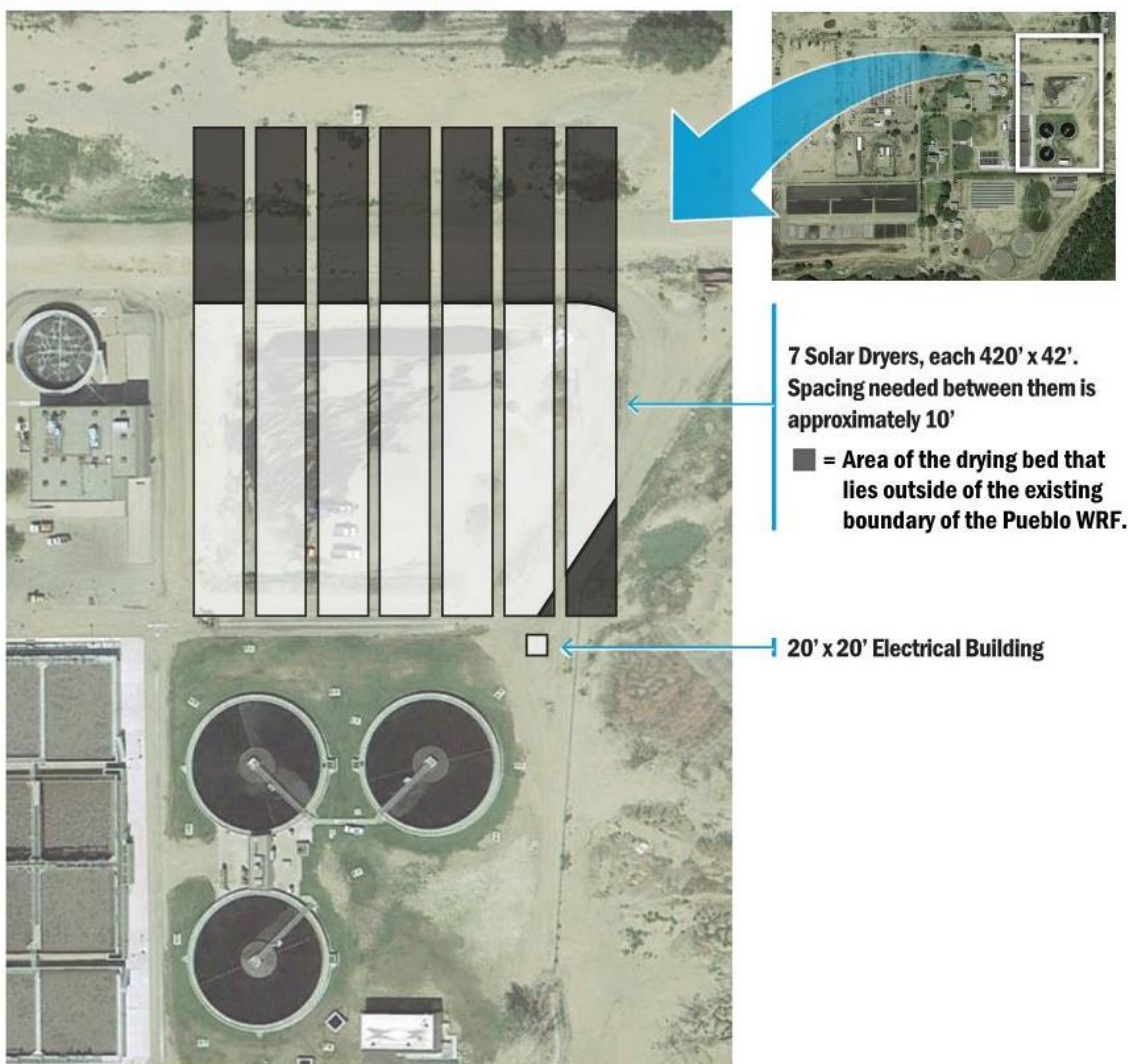


Figure 13-18. Potential layout for Parkson solar dryer system

13.6 Economic Assessment of Alternatives

This section presents an economic assessment of the drying and dewatering alternatives outlined in Section 13.

13.6.1 Dewatering Technologies

This section provides an economic assessment of the dewatering technologies described above.

13.6.1.1 Centrifuge Replacement

In Section 13.2, four dewatering technologies are presented: centrifuges, BFPs, screw presses, and RFPs. Section 13.3 discussed design details for each of the dewatering technologies, as provided by their respective manufacturers. Layouts of the centrifuges and rotary fan presses in the existing dewatering equipment room of the sludge processing building were also provided. Equipment layouts for screw presses and belt filter presses are provided in Section 5 of TM 3. While all four dewatering

technologies provide similar dewatering performance, the equipment sizing varied significantly. Therefore, the equipment layouts proved to be a deciding factor in the elimination of alternatives.

Regardless of the manufacturer, more than adequate space is available in the existing dewatering equipment room to replace the current centrifuges with new centrifuges. New centrifuges can use the existing access hatch and sludge load-out hoppers. The RFPs can also fit within the existing space. However, to facilitate their transport into the building, their assembly would likely need to occur within the building. The RFPs can also use the existing access hatch and hoppers.

Two screw press manufacturers were investigated, FKC and HUBER. The FKC screw presses are too large for the existing space, and would require a new access hatch. Thus, the FKC screw presses were removed from consideration. However, the HUBER screw presses fit within the footprint of the existing building. While the current hoppers would need to be replaced to meet the needs of the HUBER screw presses, the access hatch is adequate. Similar to the RFPs, the HUBER screw presses would need to be assembled within the building. The HUBER screw presses were not eliminated from consideration in TM 3, but it should be noted that their height only allows approximately 1.5 feet of space between the top of the screw presses and the rails of the existing overhead bridge crane. Although the height requirement of the screw press is limiting, it was presented in the cost analysis to ensure that the potential benefits of the screw press would not be overlooked. If the screw press alternative was determined to be the best option in terms of performance or cost, additional room or bridge crane modifications may have been considered.

Two BFP manufacturers were investigated, BDP and Komline-Sanderson. Both were found to be too large to fit within the existing dewatering equipment room. In addition to expanding the building, new hoppers and larger access hatches would be required. Because it is cost-prohibitive to increase room size and create a new point of access, particularly for a dewatering operation that currently occurs only during one-third of the year, the BFPs were not included in the cost analyses.

13.6.1.2 Centrifuge Rebuild

An alternative to replacing the centrifuges would be to rebuild them to extend the life of the centrifuges by 10 years or more. A complete breakdown of a centrifuge to replace the wear parts and realign and balance the machine would cost approximately \$30,000 per centrifuge plus shipping costs. Major repairs to the centrifuges can be identified only upon inspection. Therefore, a cost estimate to rebuild the centrifuges is not available at this time. Additional modifications could be made to slightly modernize the units. Even with upgrades, the centrifuges would still lack the efficiency and performance capability of new dewatering units. Although these factors take on a lesser importance when the occasional centrifuge operation and flexibility of the drying beds are considered, this would not be considered a long-term solution. A centrifuge rebuild may still be an alternative that the City could pursue in the near term, but for this Master Plan and the associated CIP budgeting, the most conservative long-term strategy for addressing the WRF's dewatering needs is to replace the existing centrifuges.

13.6.2 Combined Dewatering and Drying Alternatives

The three dewatering technologies were each paired with drying alternatives. The alternatives to be compared in the economic analysis are as follows:

- DB1: centrifuges (Centrisys) + drying beds
- DB2: screw presses (HUBER) + drying beds
- DB3: RFPs (Fournier) + drying beds
- DB4: RFPs (PSI) + drying beds
- SD1: centrifuges (Centrisys) + solar dryers

- SD2: screw presses (HUBER) + solar dryers
- SD3: RFPs (Fournier) + solar dryers
- SD4: RFPs (PSI) + solar dryers

Because each of the three centrifuge manufacturers investigated in Section 13.3 are similar in size and capital cost, only Centrisys is shown in the economic analysis. Centrisys was selected for comparison because it has the highest capital cost of the three centrifuge manufacturers examined. The FKC screw press was removed from consideration because of its size, but the HUBER screw press is considered. Both RFP manufacturers are included in the economic analysis because their capital costs differ significantly.

It was also assumed that a rehabilitation of the existing polymer system would occur along with the dewatering project. This rehabilitation would include the installation of a new automated dry polymer preparation, automated solution feed equipment, and replacement of the piping. The feed solution tanks would be reused.

As discussed in Section 13.5, the Parkson System is considered representative for solar dryers, and thus it is used in the economic analysis. Clearing and asphalt paving costs associated with the expansion of drying beds are not included in this analysis, as the City will self-perform this activity under their O&M budget.

13.6.3 Economic Analysis

Planning-level cost estimates are provided for the eight alternatives listed in Section 13.6.2 for the purpose of comparative economic evaluation. Estimates of initial capital costs and annual O&M costs were prepared for each of the alternatives. Analyses of the 20-year NPV were also prepared to facilitate comparison over the longer term.

The cost estimates presented in this Master Plan were based upon manufacturer preliminary quotes and estimates for O&M as well as construction cost information from similar projects. The basis of capital cost estimating is presented in Section 11.2. For details on the capital costs and annual operations costs, see TM 3 in Appendix C.

13.6.3.1 20-Year Net Present Value Analysis

To provide a comparison of the eight alternatives, taking into account both capital and O&M costs, a 20-year NPV analysis was performed.

The following assumptions were made in performing the present worth calculations:

- Engineering design, permitting, construction, and construction management costs were assumed to occur in 2015.
- Annual O&M costs were assumed to occur from 2016 through 2034 and escalated annually based on projected flow.
- Present worth was calculated using a 3.6 percent nominal discount rate and a 2.0 percent escalation rate based on U.S. OMB Circular A94, Appendix C for 20-year investments.

A summary of the total capital costs, annual O&M costs for 2034, and 20-year NPV are shown in Table 13-9. NPVs closer to zero are desirable. The 20-year NPV analysis shows that the PSI RFP is the least expensive for both the drying bed alternatives and the solar dryer alternatives. The HUBER screw press is the most expensive option in terms of both the 20-year NPV analysis and total capital costs. Based upon the cost analysis, the solar dryers are not a cost-effective solution to implement at this time, unless another driver, such as selling of property or odor concerns, should come into effect. The WRF should continue to use the existing drying bed configuration through the planning period.

Table 13-9. Summary of Total Capital Costs, Annual O&M Costs, and Net Present Value

Alternative	Total Capital Costs	Annual O&M Cost in 2034	Net Present Value
DB1: centrifuges (Centrisys) + drying beds	\$2,405,000	\$146,000	\$4,858,000
DB2: screw presses (HUBER) + drying beds	\$3,188,000	\$126,000	\$5,299,000
DB3: RFPs (Fournier) + drying beds	\$2,766,000	\$110,000	\$4,636,000
DB4: RFPs (PSI) + drying beds	\$2,314,000	\$128,000	\$4,489,000
SD1: centrifuges (Centrisys) + solar dryers	\$24,054,000	\$414,000	\$30,959,000
SD2: screw presses (HUBER) + solar dryers	\$24,883,000	\$352,000	\$30,758,000
SD3: RFPs (Fournier) + solar dryers	\$24,438,000	\$305,000	\$29,573,000
SD4: RFPs (PSI) + solar dryers	\$23,957,000	\$359,000	\$30,026,000

13.7 Summary and Recommendation

During the planning period of this Master Plan, the Dilorio WRF is expected to need to replace its 30-year-old centrifuges and expand its existing drying beds to meet solids processing needs. With no land application criteria to meet and minimal landfill disposal fees, the City's key drivers are focused on the costs, performance, and ease of operation of the dewatering and drying processes.

The dewatering alternatives were first screened for sized to meet the needs of the WRF and layouts were created in the existing dewatering building. This served as the first screening level as technologies that were too large for the space (BFPs and the FKC screw presses were found to be too large to operate and maintain in the existing space.) The remaining dewatering alternatives were then coupled with the drying alternatives to determine estimated capital costs, O&M costs, and 20-year NPV for each of the resulting alternatives.

Based upon this analysis, the solar dryers are not a cost-effective solution to implement at this time, unless another driver, such as selling of property or odor concerns, require reductions in drying bed capacity. The WRF should continue to use the drying beds through the planning period as it is currently the most cost-effective option for drying of biosolids. The capacity evaluation of the drying beds showed that the existing drying beds are nearing their capacity and the surface area should be expanded by approximately 25 percent to meet the drying needs of the WRF during the planning period. The drying beds could be coupled with either of two dewatering alternatives, centrifuges or RFPs, to meet their dewatering objectives during the cold weather months. It was determined that the HUBER screw presses were not economically competitive with the centrifuges or rotary fan presses. The installation of new dewatering equipment would also include a rehabilitation of the polymer system.

Table 13-10 summarizes the capital costs, annual O&M cost in 2034, and 20-year NPV of the two recommended alternatives.

Table 13-10. Cost and NPV Summary of Recommended Alternatives

Alternative	Total Capital Costs	Annual O&M Costs in 2034	20-Year Net Present Value
Centrifuges + drying beds	\$2,405,000	\$146,000	\$4,858,000
RFPs + drying beds	\$2,314,000	\$128,000	\$4,489,000

Both alternatives are viable options for the WRF and each have their own advantages and disadvantages. The 20-year NPV analysis showed that centrifuges were approximately \$400,000 more expensive than RFPs. However, replacement of the existing centrifuges with new centrifuges provides operational advantages as it is a more proven technology, and the operating staff is familiar with centrifuges and feels comfortable operating them. The existing facility is already configured for this type of system and the centrifuges should provide better dewatering performance. In terms of initial capital cost, there is only a \$100,000 difference, which, at this stage of planning, is a negligible difference.

The RFP is the lowest-cost option in terms of NPV, but the solids concentration of the dewatered biosolids may be 1 to 2 percent lower than the centrifuges. However, with the flexibility of the drying beds, this may not be an overriding concern. As mentioned before, at this stage of planning, the cost differences between the two technologies may be considered negligible. A key advantage for the RFP is that it is a low-speed technology that is less susceptible than high-speed dewatering centrifuges to struvite buildup and the resulting damage. As the WRF continues to remove phosphorus biologically in the liquid stream, the struvite accumulation in the solids handling process will become increasingly important, and the effects of struvite should be more manageable in the RFP than in the centrifuge due to lower speeds of operation.

There is uncertainty regarding RFP dewatering performance with the digested sludge from the Dilorio WRF. Prior experience has shown that performance of RFPs varies from location to location, so it is highly recommended that a pilot study be performed prior to selection of this option. At least one RFP manufacturer has indicated that a no-cost pilot study can be performed for approximately 2 days to test the performance with the WRF's digested sludge. If the results prove desired performance, the RFP may be the preferred technology to replace the existing centrifuges for its overall lower life-cycle cost. The pilot will also allow operators to become more comfortable with the technology.

It is recommended that the City pilot the RFP prior to making a final decision regarding the dewatering technology to replace the centrifuges. Expansion of the drying beds can also move forward at the City's convenience, particularly if the construction of the drying beds is to be self-performed as planned.

Section 14

Recommended Long-Range Plan

Section 14 presents a comprehensive long-range plan for the WRF through 2034. Recommended projects and studies are summarized within the following subsections. Estimated capital improvement project costs and timing are outlined in a capital expenditure schedule in Appendix D.

14.1 Recommended Actions, Tests, and Studies

The Master Plan has identified a number of actions and studies for Pueblo staff to undertake during the planning period. These recommendations are related primarily to the uncertain implementation of future regulations and the ability to influence or prepare for upcoming regulations. Additional recommendations are identified to address known issues or concerns with process areas of the facility or are recommended studies for the staff to undertake to better understand potential treatment options to meet future regulations. Recommendations are referenced by the section in which they were identified in the Master Plan and are grouped by near- or long-term planning. A list of the recommended actions, tests, and studies is provided in Table 14-1.

Table 14-1. List of Recommendations			
Reference Section	Area	Issue	Recommendation
Near-Term Recommendations			
4	Regulatory	Nutrients	Continue the evaluation of treatment alternatives associated with the Nutrient Grant for meeting the Regulation 85 values and how best to meet the Regulation 31 values in the near future (2021).
4	Regulatory	Selenium	Continue effluent and in-stream monitoring. Track the progress of EPA selenium criteria updates and plans for WQCD/WQCC implementation of revised selenium standards. Estimated adoption date of 2021.
4	Regulatory	Sulfate	Continue effluent and in-stream monitoring. Track the progress of WQCD/WQCC regarding the potential for elimination of the sulfate standards from Regulation 31 in 2016, with workgroups on Regulation 31 likely starting in early 2015.
4	Regulatory	Nitrite/nitrate	Monitor the levels of these parameters in the effluent, especially nitrite.
4	Regulatory	Temperature	Continue effluent and in-stream monitoring and progress made in CMF or Permit Issues Forum.
4	Regulatory	Ammonia	Track new EPA freshwater mussel-based ammonia criteria and plan for WQCC's/WQCD's adoption and implementation of revised ammonia standards. Estimated adoption date of 2021. An ammonia degradation study may be needed for the WRF to continue to use a higher ammonia degradation rate in ammonia modeling.
4	Regulatory	Arsenic	Continue in-stream and effluent monitoring and participate in efforts leading up to the 2016 Basic Standards Hearing that will revise the arsenic standards. It is possible that this could be delayed until 2021 because of timing for EPA to develop alternate criteria.
4	Regulatory	Nonylphenol	Although it appears that nonylphenol will not be an issue, continue monitoring the effluent concentrations and tracking nonylphenol contributions from dischargers.

Table 14-1. List of Recommendations

Reference Section	Area	Issue	Recommendation
4	Regulatory	All	Complete a new mixing zone study to determine size of physical mixing zone in order to determine if a reduction in the assimilative capacity used for deciding facility permit limits needs adjustment.
4	Regulatory	Biosolids: phosphorus	Continue monitoring selenium in biosolids to determine potential to land-apply biosolids.
5	Automation	SCADA	Implement automated state effluent reporting connected to SCADA server.
5	Automation	Automation infrastructure	Undertake an Automation Infrastructure Master Planning effort to match automation needs with staffing and level of service needs.
Long-Term Recommendations			
4	Regulatory	Nutrients	Participate in AF CURE/CMF efforts on nutrients and/or revisions to the interim values for the 2021 Basic Standards hearing.
4	Regulatory	All	Continue to participate in the WQF, WWUC, and Permit Issues Forum for the organization and investigation of water quality permitting issues.
4	Regulatory	CECs	Continue to stay informed of potential regulatory actions. It is likely that criteria for individual constituents, or groups of constituents, may be developed individually as information is available.
4	Regulatory	Conductivity	Track the progress of EPA conductivity criteria and WQCC/WQCD plans for adoption and implementation. Estimated adoption date is unknown as draft criteria is not even out for public comment and is expected to be controversial.
4	Regulatory	Chloride	Track potential EPA chloride criteria updates.
5	Automation	Automation infrastructure	Implementation of recommendations from Automation Infrastructure Master Plan, including the already identified projects listed below: - Replace all SLC 5/05 PLCs with CompactLogix platform. - Investigate advantages of in-plant Wi-Fi and tablet use for maintenance such as asset management, work orders, spare parts tracking/parts re-supply. - Investigate savings from the use of more in-line process monitors rather than laboratory dip-samples. - Standardize with multimode fiber or single mode fiber. - Install a historian server to allow review of trending data, a security server and multiplexer for gathering camera data, ultrasonic or infrared activated cameras at select site to warn of intrusion/theft. - Complete total replacement of control room equipment that uses dedicated work stations and consoles. - Upgrade any automated alarm/auto-dialer type software to call personnel in an emergency.
6	Supporting utilities	Biogas/energy	Consider implementation of recommendations from energy audit to be completed in 2015.
10	Odor control	Headworks	Consider system improvements to reduce odor, including transporting wet grit to a dewatering dumpster equipped with a filtration and drainage system.
10	Odor control	Drying beds	Consider implementing odor control measures for the drying bed, such as those provided in the list in Section 10.7.2.

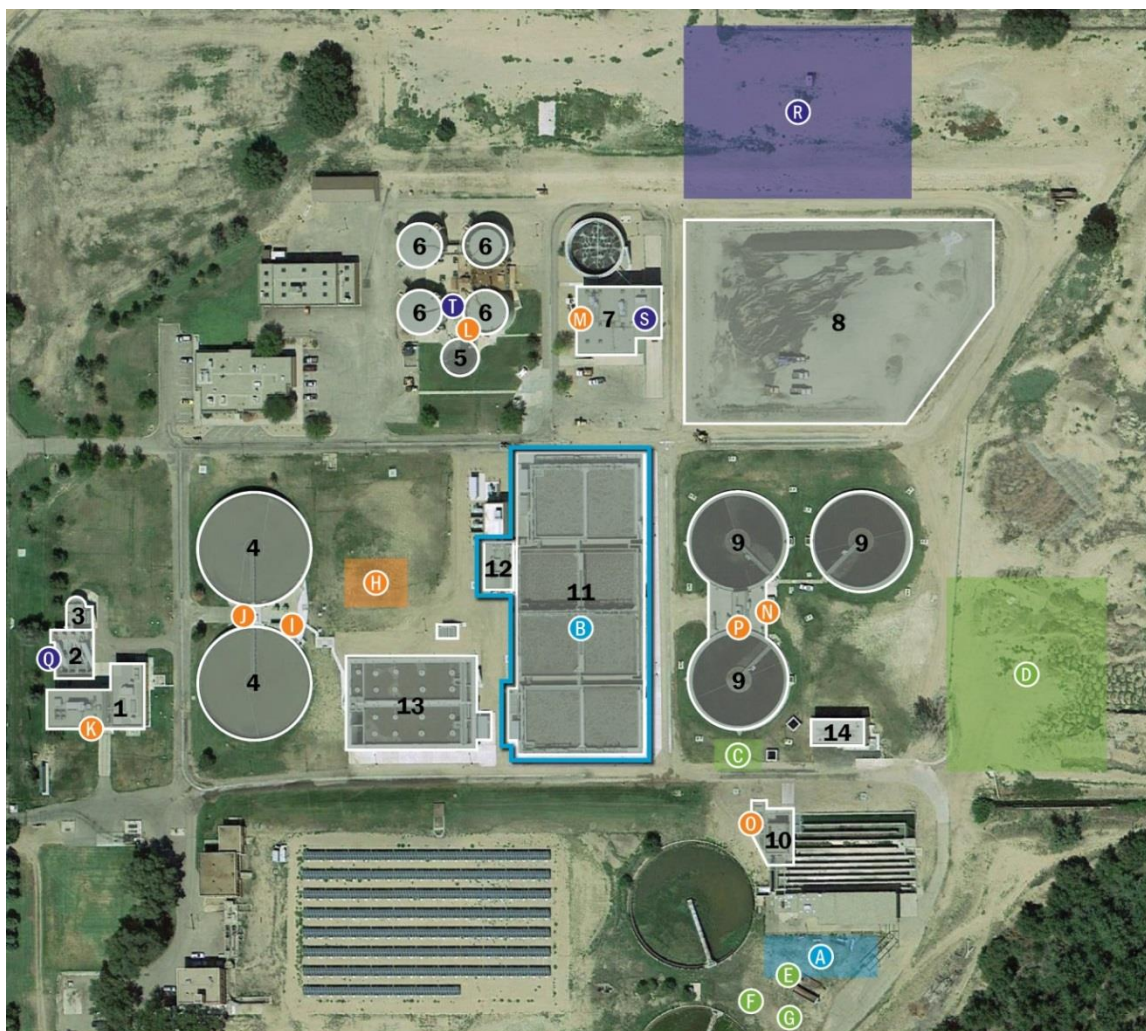
14.2 Recommended Capital Projects

The following section details the recommended long-range plan for capital improvements at the WRF. Collection system projects are not included as a part of this section as the primary concentration of this report was the WRF. The projects associated with the collection system were identified in the Collection System Master Plan (Black & Veatch, 2006).

As discussed in earlier sections of this Master Plan update, regulatory compliance and reliability and redundancy of aging infrastructure are the primary drivers for the improvements projects discussed below. Each project is presented with a brief summary of the recommended improvements, project driver (e.g. regulations or aging infrastructure), recommended implementation schedule, and anticipated project cost.

The construction cost estimates are based on AACE criteria for Class 4 estimates, depending on the level of definition for the scope of the planned project. Additional details on the cost estimate basis are provided in Section 11.

The proposed location and timeframe for the recommended capital improvement projects are shown on Figure 14-1 and discussed in further detail in Section 14.2.



Proposed CIP

Regulation 85 Projects

A Chemical Feed Building, 2016

B Aeration Improvements and Hydrocyclones, 2017

Regulation 31 Projects

C/D Site for either Dynasand D2 Filters or CoMag + MBBR System, 2020
(see TM2 Figure 18 and 19 for more detail)

E/F/G Methanol, Coagulant, and Chemical Feed Buildings, 2020
(see TM2 Figure 19 for more detail)

Electrical Projects

H Electrical Upgrade P2, 2015

I Electrical Upgrade P3, 2016

J/K Electrical Upgrade P4, 2016

L/M Electrical Upgrade P5, 2017

N/O Electrical Upgrade P6, 2018

P Electrical Upgrade P7, 2020

Miscellaneous Projects

Q Raw Sewage Screw Pump Replacement, 2017

R Drying Bed Expansion, 2016
(self-performed by City of Pueblo)

S Centrifuge and Polymer Feed Replacement, 2017

T Gravity Thickener Pump Replacement, 2020

- 1 Headworks
- 2 Raw Sewage Pump Station
- 3 Grit Removal
- 4 Primary Clarifier
- 5 Gravity Thickener
- 6 Anaerobic Digester
- 7 Sludge Processing Building with DAFTs/Centrifuges
- 8 Dewatered Sludge Storage Area
- 9 Secondary Clarifier
- 10 Non-potable Water (NPW) Pump Station
- 11 Oxid Reactors
- 12 Blower Building
- 13 Preanoxic/ Anaerobic/ Anoxic Reactor Complex
- 14 UV Disinfection Building

Figure 14-1. Site plan for future facilities

14.3 Project Descriptions

This section provides a description of identified capital improvement projects, drivers, schedule, and total project cost (capital and engineering) for major improvements.

14.3.1 Chemical Storage and Feed – Regulation 85

The City of Pueblo received a grant from the CDPHE Nutrient Grant Program to meet the Regulation 85 requirements with the design and construction of a primary sludge fermenter and chemical feed facilities. The purpose of fermenting the thickened primary sludge was to generate short-chain volatile fatty acids (VFAs) to feed to the BNR process for additional nutrient removal, especially biological phosphorus removal (BioP). The chemical feed facilities were to provide additional P removal by chemical precipitation. However, because of the cost of the fermenter complex, it was decided that the VFAs would instead be directly fed to the secondary process in the form of acetic acid. Acetic acid would primarily be added to the anoxic zones for denitrification with the capability to be added to the anaerobic zones to improve biological phosphorus removal as needed. The acetic acid feed will be accompanied by a polyaluminum chloride coagulant feed system for chemical phosphorus precipitation. The coagulant feed will be used when the biological process is unable to maintain effluent TP levels below the 1.0 mg/L limit.

14.3.1.1 Project Drivers

The primary driver for this project is Regulation 85 requirements for effluent limits (TIN and TP).

14.3.1.2 Project Schedule

Construction is planned to commence in 2015 and completed in 2016.

14.3.1.3 Total Project Costs

The total project cost is estimated to be \$2,500,000.

14.3.2 Aeration Improvements and Hydrocyclones – Regulation 85

The secondary process would be optimized for biological nutrient removal as outlined in Sections 12.4.5 and 12.4.6. The existing aeration control system programming would be modified to operate the oxic reactors at lower DO levels to promote simultaneous nitrification-denitrification and biological P uptake. This would also require the installation of ammonia/nitrate probes that would allow for ammonia-based aeration control with the appropriate programming. The addition of hydrocyclones is recommended to reduce the bulking potential of low DO filaments that would result from a low DO concentration.

14.3.2.1 Project Drivers

The primary driver for this project is Regulation 85 requirements for effluent limits (TIN and TP). The optimization of the process will also reduce supplemental carbon addition, coagulant feed, and reduce energy usage.

14.3.2.2 Project Schedule

Design is planned for 2016 and construction is planned for 2017.

14.3.2.3 Total Project Costs

The total project cost is estimated to be \$1,200,000.

14.3.3 Dynasand D2 Filters or CoMag + MBBR System (Regulation 31)

To meet Regulation 31 effluent limits, the analysis showed two potential tertiary alternatives (DynaSand D2 system or MBBR + CoMag) could be cost-effectively paired with minor secondary process modifications to optimize nitrogen removal. There is an approximately \$2 million difference between the two tertiary treatments over the planning period, but in terms of scale, that is only approximately 4 percent of the total NPV cost. With an implementation that is a minimum of 7 years away, it is recommended that the Regulation 31 upgrades be conservatively budgeted for slightly higher MBBR + CoMag alternative, with the understanding that the cost for the two technologies be revisited, shortly before design proceeds. With a rapidly changing water treatment technology market, the cost differential between the two technologies may differ significantly by the time of design.

The project will also include additional chemical feed storage and feed systems for supplemental carbon addition (methanol was used for this analysis), a coagulant for TP removal, and alkalinity addition.

14.3.3.1 Project Drivers

The primary driver for this project is Regulation 31 requirements for TN and TP effluent limits.

14.3.3.2 Project Schedule

Design is planned for 2021 and construction is planned for 2023.

14.3.3.3 Total Project Costs

The total project cost is estimated to be \$30,300,000.

14.3.4 Electrical Upgrade P2

This project focuses on the replacement of Secondary Switchgear 65A and 65B (located in the Primary Clarifier Pump Station) and their associated cable. New switchgear will be placed in the same area as transformers 65A and 65B in order to meet code requirements.

14.3.4.1 Project Drivers

The drivers for the electrical upgrades are primarily related to an aging electrical system, current equipment failure, and necessary upgrades to meet codes. The majority of the electrical equipment at the WRF is original equipment from the 1980s, and most of the equipment is reaching the end of its useful life. Refurbishments or replacements are needed in the near future to establish power system reliability for long-term operation and to provide for additional capacity and system flexibility.

14.3.4.2 Project Schedule

This project has been bid and construction is scheduled to begin in 2015.

14.3.4.3 Total Project Costs

The total project cost is estimated to be approximately \$2,300,000.

14.3.5 Electrical Upgrade P3

This project focuses on the replacement of Primary Switchgear 78A, 78B, 78C, and 78D and new cable for this switchgear. Additionally, two oil-filled 750 KVA transformers (69A and 69B) at the secondary clarifiers will be replaced. In addition to the replacement work, it is recommended that two doors be added to the electrical room of the Secondary Clarifier Pump Station in order to provide two points of egress for code compliance. An engine generator connection point will also be added

near the existing Secondary Switchgear 69A and 69B. In addition, continuous power monitoring through SCADA is included to allow the staff to better manage electrical loads throughout the facility.

14.3.5.1 Project Drivers

The drivers for the electrical upgrades are primarily related to an aging electrical system, current equipment failure, and necessary upgrades to meet codes.

14.3.5.2 Project Schedule

Design is planned for 2015 and construction is planned for 2016.

14.3.5.3 Total Project Costs

The total project cost is estimated to be approximately \$2,191,000.

14.3.6 Electrical Upgrade P4

This project focuses on the replacement of MCCs 6200A, 6200B, 6500A, and 6500B in the headworks and primary clarifier areas.

14.3.6.1 Project Drivers

The drivers for the electrical upgrades are primarily related to an aging electrical system, current equipment failure, and necessary upgrades to meet codes.

14.3.6.2 Project Schedule

Design is planned for 2016 and construction is planned for 2017.

14.3.6.3 Total Project Costs

The total project cost is estimated to be approximately \$583,000.

14.3.7 Electrical Upgrade P5

This project focuses on the replacement of MCCs 7200A, 7200B, 7300A, and 7300B in the digester and sludge processing area.

14.3.7.1 Project Drivers

The drivers for the electrical upgrades are primarily related to an aging electrical system, current equipment failure, and necessary upgrades to meet codes.

14.3.7.2 Project Schedule

Design is planned for 2017 and construction is planned for 2018.

14.3.7.3 Total Project Costs

The total project cost is estimated to be approximately \$1,191,000.

14.3.8 Electrical Upgrade P6

This project focuses on the replacement of MCCs 7000A, 7000B, 6900A, and 6900B in the chlorine disinfection and secondary clarifier area.

14.3.8.1 Project Drivers

The drivers for the electrical upgrades are primarily related to an aging electrical system, current equipment failure, and necessary upgrades to meet codes.

14.3.8.2 Project Schedule

Design is planned for 2018 and construction is planned for 2019.

14.3.8.3 Total Project Costs

The total project cost is estimated to be approximately \$501,000.

14.3.9 Electrical Upgrade P7

This project focuses on the replacement of Secondary Switchgear 69A and 69B and their associated cable in the secondary clarifier area.

14.3.9.1 Project Drivers

The drivers for the electrical upgrades are primarily related to an aging electrical system, current equipment failure, and necessary upgrades to meet codes.

14.3.9.2 Project Schedule

Design is planned for 2019 and construction is planned for 2020.

14.3.9.3 Total Project Costs

The total project cost is estimated to be approximately \$1,280,000.

14.3.10 Raw Sewage Screw Pump Replacement

One of their remaining two influent raw sewage screw pumps will be replaced with two submersible pumps.

14.3.10.1 Project Drivers

This project is driven by the desire to replace the aging, maintenance-intensive screw pump with more reliable submersible pumps. These new pumps are needed to be able to pump the rated peak flow for the WRF.

14.3.10.2 Project Schedule

Construction is planned for 2017.

14.3.10.3 Total Project Costs

The total project cost is estimated to be approximately \$810,000.

14.3.11 Drying Bed Expansion

A drying bed expansion of 53,400 ft² will be needed to meet the theoretical biosolids drying needs of the WRF during the planning period. The expansion area will be located to the north of the dewatered sludge storage area in the northeast corner of the WRF's property. This drying bed expansion project will be self-performed by the City.

14.3.11.1 Project Drivers

The driver for this project is to provide sufficient drying capacity through the planning period to process the biosolids produced by the WRF prior to disposal.

14.3.11.2 Project Schedule

Construction is planned for 2016.

14.3.11.3 Total Project Costs

There is not a capital improvement budget associated with this project because the City intends to self-perform this expansion under their O&M budget.

14.3.12 Centrifuge and Polymer Feed System Replacement

The existing centrifuges will be replaced with either new centrifuges or rotary fan presses for sludge dewatering before being sent to the drying beds, and subsequently, the landfill. The polymer feed system for the thickening and mechanical dewatering equipment will also be rehabilitated.

14.3.12.1 Project Drivers

This project is primarily driven by the age of the existing dewatering and polymer feed systems. Newer dewatering equipment would also allow for more automated operation and reduced energy costs.

14.3.12.2 Project Schedule

Design is planned for 2016 and construction is planned for 2017.

14.3.12.3 Total Project Costs

The total project cost is estimated to be approximately \$2,400,000.

14.3.13 Gravity Thickener Pump Replacement

This project would replace the existing thickened sludge air diaphragm pumps with positive displacement rotary lobe pumps.

14.3.13.1 Drivers

The driver for this project is to replace aging equipment and simplify the operation of the area by removing the air compressor and pump.

14.3.13.2 Project Schedule

Construction is planned for 2020.

14.3.13.3 Total Project Cost

The total project cost is estimated to be approximately \$250,000.

14.3.14 Primary Digesters Cover Replacement

This project would replace the existing fixed steel covers of the two primary digesters (Digesters 1 and 2).

14.3.14.1 Drivers

The driver for this project is that fixed steel covers of the primary digesters have been in service for over 30 years and are reaching the end of their useful life.

14.3.14.2 Project Schedule

This project would be performed in two phases with Digester 2 construction being planned for 2016 and Digester 1 in 2018.

14.3.14.3 Total Project Cost

The total project cost for each digester is estimated to be approximately \$750,000 for a total of \$1,500,000.

Section 15

Limitations

This document was prepared solely for the City of Pueblo in accordance with professional standards at the time the services were performed and in accordance with the contract between the City of Pueblo and Brown and Caldwell dated June 20, 2014. This document is governed by the specific scope of work authorized by the City of Pueblo; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by the City of Pueblo and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

Further, Brown and Caldwell makes no warranties, express or implied, with respect to this document, except for those, if any, contained in the agreement pursuant to which the document was prepared. All data, drawings, documents, or information contained in this report have been prepared exclusively for the person or entity to whom it was addressed and may not be relied upon by any other person or entity without the prior written consent of Brown and Caldwell unless otherwise provided by the Agreement pursuant to which these services were provided.

Section 16

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Appendix A: TM1 Regulatory Drivers





Technical Memorandum

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Prepared for: City of Pueblo Department of Wastewater
Project Title: Wastewater Treatment Plant Master Plan Update
Project No: 146532

Technical Memorandum No. 1

Subject: Regulatory Drivers

Date: January 9, 2015

To: Gene Michael, Director of Wastewater

From: Andrew Neuhart, Principle Scientist

Copy to: Project Team

Prepared by:

A handwritten signature in black ink, appearing to read "Andrew Neuhart", written over a horizontal line.

Andrew Neuhart, Principle Scientist

Reviewed by:

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Mary Gearhart, Senior Vice President

Limitations:

This document was prepared solely for the City of Pueblo Department of Wastewater in accordance with professional standards at the time the services were performed and in accordance with the contract between the City of Pueblo and Brown and Caldwell dated November 25, 2013. This document is governed by the specific scope of work authorized by the City of Pueblo; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by the City of Pueblo and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

Table of Contents

List of Figures	iii
List of Tables	iii
Section 1: Water Quality	1
1.1 Water Quality of Receiving Water.....	1
1.2 Watershed Issues.....	4
1.3 Watershed Groups	5
1.4 Current Discharge Permit	6
1.4.1 Antidegradation.....	8
1.4.2 Mixing Zones	8
1.4.3 Ammonia Study.....	8
1.5 Future Regulatory Considerations.....	9
1.5.1 Selenium and Sulfate	9
1.5.2 Discharger Specific Variance	9
1.5.3 Nutrients.....	10
1.5.4 Nitrite / Nitrate.....	11
1.5.5 Temperature.....	11
1.5.6 Arsenic.....	11
1.5.7 Ammonia Mussel Criteria	12
1.5.8 Cyanide.....	12
1.5.9 Contaminants of Emerging Concern.....	12
1.5.10 Nonylphenol	13
1.5.11 Conductivity.....	13
1.5.12 Copper	13
1.5.13 Chloride	13
1.5.14 E. Coli.....	13
Section 2: Stormwater, Biosolids and Subterranean Dewatering	15
2.1 Stormwater	15
2.2 Biosolids	15
2.3 Subterranean Dewatering	15
Section 3: Air Quality	16
3.1 Odor Control	16
Section 4: Sustainability and Energy Conservation	17
4.1 Energy Efficiency	17
4.2 Greenhouse Gas Emissions	17
Section 5: Industrial Pretreatment Program	18
5.1 Fats, Oils, and Grease (FOG)	19
Section 6: Summary	20



List of Figures

Figure 1. Segment 01a of the Lower Arkansas River Sub-basin.	2
Figure 2. Pueblo WRF Regulatory Timeline	14

List of Tables

Table 1. Water Quality Data Summary for Segment 01a, Arkansas River Above the Water Reclamation Facility	3
Table 2. Current Discharge Permit Limits	6
Table 3. Predicted Future Discharge Permit Limits for the 2014/2015 Renewal	7
Table 4. Nutrient Management Control Regulation (Regulation 85).....	10
Table 5. Nutrient Interim Values (Regulation 31.17)	10
Table 6. Summary of Recommendations for Water Quality Drivers	20

Section 1: Water Quality

The mission of the City of Pueblo's (Pueblo) James Dilorio Water Reclamation Facility (WRF) is to treat domestic and industrial wastewater in compliance with regulations and to protect the public, staff, and environment from adverse impacts of wastewater treatment. The Pueblo WRF prides itself in maintaining and operating its plant to comply with regulations. This technical memo focuses on the evaluation of current and future regulations to determine what will drive future capital improvements at the WRF.

The following sections present the watershed, regulatory, and other requirements that impact the near- and long-term planning of the Pueblo WRF.

1.1 Water Quality of Receiving Water

The Pueblo WRF discharges treated effluent to Segment 01a of the Lower Arkansas River sub-basin just downstream of the confluence with Fountain Creek. Segment 01a of Lower Arkansas River sub-basin (COARLA01a) is shown in Figure 1 and includes the mainstem of the Arkansas River from the confluence with Fountain Creek to the Colorado Canal headgate near Avondale, located entirely in Pueblo County. Segment 01a includes the following use classifications:

- Recreation Class E
- Aquatic Life Warm Water Class 2
- Water Supply
- Agriculture

The water quality standards (WQS) that apply to this stream segment can be found in Regulation 32, the Classifications and Numeric Standards for the Arkansas River Basin. There are site specific standards for selenium and sulfate assigned to this segment, as well as temporary modifications based on existing water quality. The temporary modifications will expire in June 2016, at which time the applicable standards will return to the underlying site specific standards unless the modification is extended. The Water Quality Control Commission (WQCC) will determine if the temporary modification will be extended in the December 2015 hearing.

Water quality data for the Arkansas River below Fountain Creek, but above the WRF, must be determined by the evaluation of data from three different stations. A sampling site below Fountain Creek, but above the WRF discharge point, would not be representative of the actual water quality of the Arkansas River in this location as the distance between these locations is too short to allow for complete mixing of the Arkansas River and Fountain Creek prior to the discharge location. Water quality data must be obtained from the Arkansas River at Moffat Street (USGS 07099970), Runyon Lake return flows (USGS 07099973), and from Fountain Creek at the pedestrian bridge (FOUMOUCO) and mass balanced according to the flow from these respective stations. This information was prepared by the WRF staff and was summarized in the Water Quality Assessment (WQA) prepared by Brown and Caldwell in support of Pueblo's renewal permit application. Data from March 2008 to September 2013 were used in determining the ambient water quality, with the exception for continuous temperature data which were collected from March 2010 to September 2013. Table 1 presents a summary of the water quality standards and the ambient water quality.

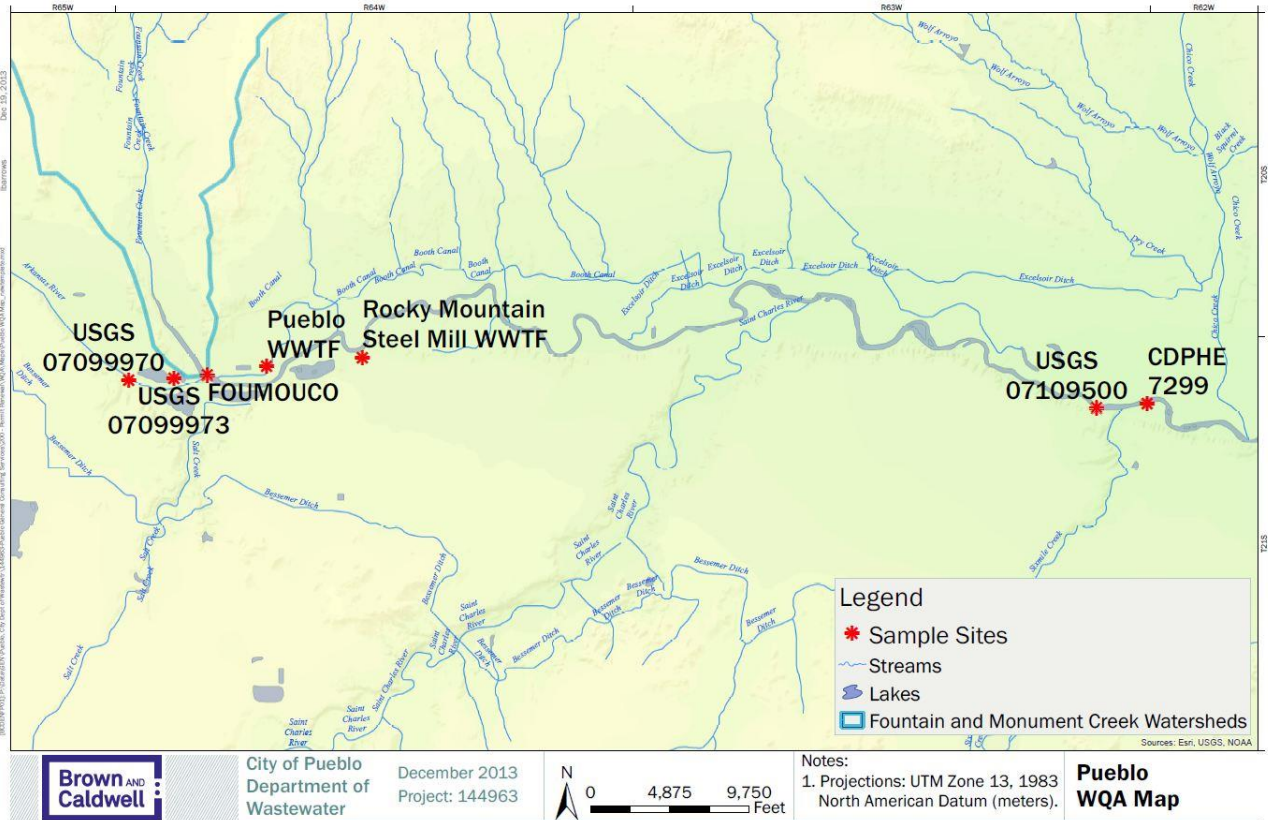


Figure 1. Segment 01a of the Lower Arkansas River Sub-basin.

Table 1. Water Quality Data Summary for Segment 01a, Arkansas River Above the Water Reclamation Facility								
Parameter	Number of Samples	15 th Percentile	50 th Percentile	85 th Percentile	Mean	Maximum	Chronic Stream Standard	Notes
Temp Daily Max (°C) Dec	Continuous	8.2	10	11	9.5	11	21.5	
Temp Daily Max (°C) March-Nov	Continuous	15	21	24	20	29	28.6	3
Temp Daily Max (°C) Jan-Feb	Continuous	7.7	8.9	9.5	8.3	10	14.3	
Temp MWAT (°C) March-Nov	Continuous	11	18	22	16	23	27.5	
Temp MWAT (°C) Jan-Feb	Continuous	3.4	4.8	5.1	4.4	5.1	13.8	
Temp MWAT (°C) Dec	Continuous	5.2	6.1	6.6	5.9	5.8	20.7	
pH (su)	33	7.8	8.1	8.3	8.1	8.8	6.5-9	
E. coli (#/100 ml)	26	16	57	236	63	435	126	1
Nitrate+Nitrite as N (mg/l)	46	0.44	1	1.8	1.1	2.6	NA	
Total Inorganic Nitrogen (mg/l)	45	0.54	1.1	1.9	1.1	2.6	NA	
NH3 as N, Tot (mg/l)	45	0.027	0.038	0.058	0.041	0.14	TVS	
TDS (mg/l)	30	324	492	618	476	720		
As, TR (µg/l)	31	1	1.6	2.5	1.8	4.3	0.02-10	
As, Dis (µg/l)	31	0.72	1.1	1.7	1.2	2.4	340	
Cd, TR (µg/l)	31	0	0	0.07	0.061	0.93	NA	2
Cd, Dis (µg/l)	31	0	0	0.022	0.032	0.57	1.20	2
Cr, TR (µg/l)	31	0	1.2	3.5	1.8	9.7	50.00	2
Cr, Dis (µg/l)	31	0	0	0.79	0.61	6.8	NA	2
Cu, TR (µg/l)	31	0.52	3.3	4.3	3	8.6	NA	
Cu, Dis (µg/l)	31	0.013	0.8	2.6	1.1	3.2	29	
CN, Tot (µg/l)	12	0	0	0	0.00064	0.0077	NA	2
CN, Free (µg/l)	13	0	0	0.00082	0.00058	0.0048	NA	2
Fe, Dis (µg/l)	18	0	0	40	54	762	300	2
Fe, TR (µg/l)	19	535	902	2759	1664	6971	2800	

Parameter	Number of Samples	15 th Percentile	50 th Percentile	85 th Percentile	Mean	Maximum	Chronic Stream Standard	Notes
Pb, TR (µg/l)	31	0.41	1.4	2.4	1.5	5.2	NA	
Pb, Dis (µg/l)	31	0.41	1.4	2.4	1.5	5.2	11.00	
Mn, TR (µg/l)	31	35	61	92	68	185	NA	
Mn, Dis (µg/l)	31	5.7	17	66	32	108	2618	
Ni, TR (µg/l)	31	2.2	3.4	5.5	3.6	7.4	NA	
Ni, Dis (µg/l)	31	0.38	1.7	3.1	1.9	4	168	
Se, TR (µg/l)	31	5.8	11	15	11	19	NA	
Se, Dis (µg/l)	31	6.4	11	15	11	18	14.1	3
Ag, TR (µg/l)	31	0	0	0.011	0.017	0.24	NA	2
Zn, TR (µg/l)	28	0.032	11	29	361	9765	NA	
Zn, Dis (µg/l)	25	0	11	25	12	39	428	2
Chloride (mg/l)	33	11	26	45	28	56	250	
Sulfate (mg/l)	33	141	201	290	212	361	329	
Calcium (mg/l)	19	62	73	82	73	98	NA	
Magnesium (mg/l)	19	18	23	29	23	32	NA	
Sodium (mg/l)	19	29	52	67	51	83	NA	
Phosphorus (ug/L)	31	27	124	240	139	331	NA	
Hardness as CaCO ₃ (mg/l)	34	211	267	326	266	365	NA	

Notes: (1) The calculated mean is the geometric mean. Note that for summarization purposes, the value of one was used where there was no detectable amount because the geometric mean cannot be calculated using a value equal to zero.

(2) When sample results were below detection levels, the value of zero was used in accordance with the Division's standard approach for summarization and averaging purposes.

(3) The ambient water quality exceeds the water quality standards for these parameters.

1.2 Watershed Issues

Most every stream segment in the Lower Arkansas sub-basin is 303(d) listed for selenium, including the mainstem of the Arkansas River and many of its tributaries and reservoirs. The main source of selenium is groundwater that flows through the underlying shales picking up high concentrations of selenium which then makes its way into the rivers and streams. Although a total maximum daily load (TMDL) will eventually need to be developed, the WQCC has listed the TMDL as a low priority and it is unknown when the Water Quality Control Division (WQCD) will begin its development. Many segments in the Lower Arkansas sub-basin

currently have site-specific standards set at the ambient conditions or temporary modifications that allow for time to develop appropriate water quality standards.

The Arkansas River from Fountain Creek to the Colorado Canal headgate is also listed 303(d) listed for sulfate. Similar to selenium, sulfate concentrations in the river can also be tied to groundwater influence and the underlying shale formations. The WQCC has listed the development of a sulfate TMDL as a low priority and it is unknown when the WQCD will begin its development.

Most of Fountain Creek is on the 303(d) list of impaired waters for *E. coli*. Although the Arkansas River is not listed for this parameter, it is possible that the water quality of the Arkansas River could be influenced by Fountain Creek. A TMDL will be written for Fountain Creek, but would be unlikely to have any impact on Pueblo. The WQCC has listed this TMDL as high priority.

1.3 Watershed Groups

Although not an official watershed management agency, the Arkansas Fountain Coalition for Urban River Evaluation (AF CURE) functions to bring scientific data and information to resolve water quality issues facing the urban segments of Monument Creek, Fountain Creek and the Arkansas River. The current members of AFCURE include:

- Cherokee Metropolitan District
- City of Pueblo Wastewater Department
- Colorado Springs Utilities
- Fountain Sanitation District
- Lower Fountain Metropolitan Sewage Disposal District
- Pueblo West Metropolitan District
- Security Sanitation District
- Tri Lakes Wastewater Treatment Facility
- Upper Monument Creek Regional Wastewater Treatment Facility
- Widefield Water and Sanitation District
- Woodmen Hills Metropolitan District

AF CURE's members conduct coordinated water column sampling on a monthly basis, at a minimum, which includes arsenic, copper, selenium, temperature, nutrients (nitrogen and phosphorus), ammonia, and *E. coli* as well as other metals and general water quality defining parameters. In addition, other parameters of interest to Pueblo include sulfate and conductivity. AF CURE is in the process of developing other special projects such as collecting and analyzing habitat and bioassessment data for specific areas of interest to its members. Data and information gained through membership in this organization will provide the Pueblo WRF with scientific support for permit negotiation and other efforts within the regulatory framework.

AF CURE itself is also a member of the Colorado Monitoring Framework (CMF) which is a statewide nonprofit organization formed with the objective of creating a collaborative process for complying with water quality regulations. The CMF coordinates monitoring activities and data sharing to improve the scientific foundations for standards development and as an approach for collaborative problem solving. The CMF is currently engaged in temperature, nutrients, agriculture (and associated nutrient issues), and discharge specific variances.

Other groups that Pueblo is either involved in or that provide general benefit to dischargers as a whole include the Water Quality Forum (WQF), Wastewater Utility Council (WWUC), and the Permit Issues Forum. These groups serve to organize and investigate various water quality or permitting issues and bring together various dischargers and the regulatory agencies to identify and explore topics of interest.

1.4 Current Discharge Permit

Current discharge permit limits for the Pueblo WRF are set forth in CDPS Permit No. C00026646 and are based on the design flow of 19 million gallons per day (mgd). These limits are shown in Table 2. Brown and Caldwell has developed limitations that could be expected in the renewal permit. These are shown in Table 3. The current discharge permit expires on May 31, 2015, but the WQCD is currently working on the renewal permit which is expected to go to public notice in the Fall of 2014.

Table 2. Current Discharge Permit Limits					
Effluent Parameter	Effluent Limitations Maximum Concentrations			Monitoring Requirements	
	30 Day Average	7-Day Average	Daily Max	Frequency	Sample Type
Effluent Flow	19	-	Report	Continuous	Recorder
Temp MWAT (°C) starting 8/31/10	-	Report	-	Continuous	Recorder
pH (su)	-	-	6.5-9	3 Days/ Week	Grab
<i>E. coli</i> (#/100 mL)	141	282		2 Days/ Week	Grab
TRC (mg/L)	0.047	-	0.066	Daily	Grab
NH ₃ , Tot (mg/L) until 12/31/14	Report	-	Report	Daily	Composite
NH ₃ , Tot (mg/L) beginning 1/1/15	-	-	-	-	-
NH ₃ , Tot (mg/L) Jan	14.6	-	23.8	Daily	Composite
NH ₃ , Tot (mg/L) Feb,	15.7	-	25.5	Daily	Composite
NH ₃ , Tot (mg/L) Mar,	19.4	-	28.4	Daily	Composite
NH ₃ , Tot (mg/L) Apr	14.1	-	28.9	Daily	Composite
NH ₃ , Tot (mg/L) May	14.2	-	30.2	Daily	Composite
NH ₃ , Tot (mg/L) Jun,	18.7	-	43.3	Daily	Composite
NH ₃ , Tot (mg/L) Jul,	8.7	-	45.2	Daily	Composite
NH ₃ , Tot (mg/L) Aug,	9.5	-	40.9	Daily	Composite
NH ₃ , Tot (mg/L) Sept,	10.1	-	30.3	Daily	Composite
NH ₃ , Tot (mg/L) Oct,	10.5	-	26.3	Daily	Composite
NH ₃ , Tot (mg/L) Nov,	12.1	-	22.4	Daily	Composite
NH ₃ , Tot (mg/L) Dec,	13.6	-	19.2	Daily	Composite
CBOD ₅ , effluent (mg/L)	25	40	-	Weekly	Composite
CBOD ₅ (% removal)	85 (min)	-	-	Weekly	Composite
TSS, effluent (mg/L)	30	45	-	Weekly	Composite
TSS (% removal)	85 (min)	-	-	Weekly	Composite
Oil and Grease (mg/L)	-	-	10	Weekly	Visual
CN, WAD (µg/L) until 12/31/12	-	-	Report	Weekly	Composite
CN, WAD (µg/L) beginning 1/1/13	-	-	8.1	Weekly	Composite

Table 2. Current Discharge Permit Limits					
Effluent Parameter	Effluent Limitations Maximum Concentrations			Monitoring Requirements	
	30 Day Average	7-Day Average	Daily Max	Frequency	Sample Type
Hg, Tot (µg/L)	Report	-	-	Quarterly	Composite
Se, PD (µg/L)	Report	-	Report	Weekly	Composite
Sulfate (mg/L)	Report	-	Report	Weekly	Composite
WET, chronic, 1 st , 3 rd , and 4 th calendar quarters IWC = 23.4% effluent, 2 nd quarter IWC = 18.6% effluent					
Pimephales Lethality	-	-	Stat Diff & IC25 ≥ IWC	Semi-Annual	3 Composites/ Test
Ceriodaphnia Lethality	-	-		Semi-Annual	3 Composites/ Test
Pimephales Toxicity	-	-	Report Stat Diff & IC25	Semi-Annual	3 Composites/ Test
Ceriodaphnia Toxicity	-	-		Semi-Annual	3 Composites/ Test

Table 3. Predicted Future Discharge Permit Limits for the 2014/2015 Renewal					
Effluent Parameter	Effluent Limitations Maximum Concentrations			Monitoring Requirements	
	30 Day Average	7-Day Average	Daily Max	Frequency	Sample Type
Effluent Flow	19	-	Report	Continuous	Recorder
Temp Daily Max (°C)	-	-	Report	Continuous	Recorder
Temp MWAT (°C)	-	Report	-	Continuous	Recorder
pH (su)	-	-	6.5-9	3 Days/ Week	Grab
E. coli (#/100 mL)	198	396	-	Weekly	Grab
TRC (mg/L)	0.062	-	0.071	Daily	Grab
Nitrate (mg/L)	-	-	Report	Weekly	Composite
Nitrite (mg/L)	-	-	Report	Weekly	Composite
NH ₃ , Tot (mg/L) Jan	17	-	25	Weekly	Composite
NH ₃ , Tot (mg/L) Feb	17	-	31	Weekly	Composite
NH ₃ , Tot (mg/L) Mar	15	-	25	Weekly	Composite
NH ₃ , Tot (mg/L) Apr	13	-	29	Weekly	Composite
NH ₃ , Tot (mg/L) May	15	-	33	Weekly	Composite
NH ₃ , Tot (mg/L) Jun	14	-	45	Weekly	Composite
NH ₃ , Tot (mg/L) Jul	6.4	-	30	Weekly	Composite
NH ₃ , Tot (mg/L) Aug	15	-	93	Weekly	Composite
NH ₃ , Tot (mg/L) Sept	10.9	-	39	Weekly	Composite
NH ₃ , Tot (mg/L) Oct	12	-	31	Weekly	Composite
NH ₃ , Tot (mg/L) Nov	16	-	33	Weekly	Composite
NH ₃ , Tot (mg/L) Dec	15	-	28	Weekly	Composite
CBOD ₅ , effluent (mg/L)	25	40	-	Weekly	Composite

Table 3. Predicted Future Discharge Permit Limits for the 2014/2015 Renewal

Effluent Parameter	Effluent Limitations Maximum Concentrations			Monitoring Requirements	
	30 Day Average	7-Day Average	Daily Max	Frequency	Sample Type
CBOD5 (% removal)	85 (min)	-	-	Weekly	Composite
TSS, effluent (mg/L)	30	45	-	Weekly	Composite
TSS (% removal)	85 (min)	-	-	Weekly	Composite
Oil and Grease (mg/L)	-	-	Report	Weekly	Visual
Oil and Grease (mg/L)	-	-	10	Contingent	Grab
CN, WAD (µg/L)	-	-	8.3	Weekly	Composite
Se, PD (µg/L)	Report	-	Report	Weekly	Composite
Sulfate	Report	-	-	Weekly	Composite
Total Phosphorus (mg/L) until 8/31/2020	Report	-	Report	Weekly	Composite
Total Phosphorus (mg/L) beginning 9/1/2020	1.0 (annual median)	-	2.5 (running 95 th percentile)	Weekly	Composite
Total Inorganic Nitrogen (mg/L) until 8/31/2020	Report	-	Report	Weekly	Composite
Total Inorganic Nitrogen (mg/L) beginning 9/1/2020	15 (annual median)	-	20 (running 95 th percentile)	Weekly	Composite
WET, chronic, 1 st , 3 rd , and 4 th calendar quarters (July-March)					
Pimephales Toxicity	-	-	Stat Diff & IC25 ≥ 18%	Semi-Annual	3 Composites/ Test
Ceriodaphnia Toxicity	-	-		Semi-Annual	3 Composites/ Test
WET, chronic, 2nd calendar quarter (Apr-June)					
Pimephales Toxicity	-	-	Stat Diff & IC25 ≥ 14%	Semi-Annual	3 Composites/ Test
Ceriodaphnia Toxicity	-	-		Semi-Annual	3 Composites/ Test

1.4.1 Antidegradation

As Segment 01a is designated as use protected, antidegradation does not apply.

1.4.2 Mixing Zones

Pueblo will likely need to complete a new mixing zone study in the near future to determine the size of the physical mixing zone in order to determine if a reduction in the assimilative capacity that is used to determine the facilities permit limits will need to be adjusted. If so, the limitations in future permits may become more stringent.

1.4.3 Ammonia Study

The WQCD has also indicated, via a Preliminary Effluent Limitation (PEL) approval letter, that an ammonia degradation study may also be needed for the WRF to continue to use a higher ammonia degradation rate in the ammonia modeling. The site specific study that has allowed the use of a higher degradation rate was completed in 2001 and was supported by data collected from 1997 to 2000.

1.5 Future Regulatory Considerations

Looking ahead to the next twenty years, the Pueblo WRF will continue to be challenged to meet more stringent effluent limits. In the near-term, it is clear that nutrient removal will have the most significant impact on facility processes and operations. Concerns with other parameters also remain on the horizon and could have significant impacts to the Pueblo WRF. Anticipated near- and long-term regulatory issues and associated potential permit drivers are discussed below. Figure 2 presents the projected regulatory timeline for the Pueblo WRF through 2033, and appears after the following discussion.

1.5.1 Selenium and Sulfate

Selenium and sulfate have both been a parameter of concern for the Pueblo WRF as well as for the Fountain Creek dischargers, as shale formations that outcrop in the area contain high concentrations of these parameters which have a significant effect on the water quality in Fountain Creek and in the Arkansas River. Pueblo has been involved in numerous discussions with the WQCD and has participated in several WQCC hearings on the proper standards for selenium and sulfate in these areas. EPA has developed new draft criteria for selenium based on fish tissue concentrations. For rivers and streams this criteria is slightly more stringent than the current water quality criteria, but for lakes and reservoirs it is significantly more stringent. As Pueblo has a site-specific standard for selenium, it is unlikely that the new criteria, if and when adopted by the WQCC, would have an effect on the standard for Segment 01a. Currently, Pueblo's discharge permit contains narrative conditions for selenium based on the fact that the WRF incidentally removes a percentage of the selenium load that enters the facility due to infiltration caused by high groundwater levels. This serves to reduce the overall load to the river, which has been recognized by the WQCC, but can cause violations of a numeric permit limitation if one were to be included in a permit. Narrative conditions for sulfate are also included in the current permit.

1.5.2 Discharger Specific Variance

In October 2013, the WQCC adopted a Discharger Specific Variance (DSV) Policy that would allow a variance for a specific discharger for a specific parameter. If a DSV were granted, this would mean that an alternate standard would apply for that discharger. This entails a showing that all other regulatory standards options have been pursued such as a temporary modification or a site-specific standard. Pueblo has gone through all standards options and currently has a temporary modification for both sulfate and selenium (current condition which expires June 2016) as well as a site-specific standard for these parameters (based on ambient water quality). Neither of these standards actions have resulted in the appropriate relief from permit limitations, and both leave Pueblo with the potential for violations under the discharge permit. Preparation of a DSV proposal is being developed which includes an evaluation of potential options that could reduce the selenium concentrations in the Arkansas River and the discharge. These options are evaluated based on different feasibility tests including technological, economical or other impacts that may arise from taking a certain action. The proposal will include an alternate numeric limit for selenium and sulfate. Pueblo expects to have a DSV hearing in April of 2015. Note that with this option additional work will be needed to continue to evaluate options for reducing selenium and sulfate concentrations and the DSV must be renewed on a continual basis.

1.5.3 Nutrients

The WQCC adopted Regulation 85, in 2012, as an initial step in addressing nutrients in Colorado waters. This regulation applies standards for domestic wastewater treatment facilities (WWTF) and industrial facilities that fall under SIC code 20. Domestic WWTFs that have a design flow less than 1 mgd or are owned by a disadvantaged community are exempt from this regulation. Domestic WWTFs that have a design flow less than 2 mgd, discharge to a watershed that has an applicable control regulation (Regulation 71-74), or that discharge to a low priority watershed are not subject to Regulation 85 limitations prior to May 31, 2022. Table 4 summarizes the limitations that are associated with Regulation 85 for facilities discharging prior to May 31, 2012. The Pueblo WRF should expect the limitations for total inorganic nitrogen (TIN) and total phosphorus (TP) in their next permit renewal.

Table 4. Nutrient Management Control Regulation (Regulation 85)		
Parameter	Annual Median ¹	95 th Percentile ²
Total Phosphorus	1.0 mg/L	2.5 mg/L
Total Inorganic Nitrogen ³	15 mg/L	20 mg/L

Notes: (1) Running Annual median; The median of all samples taken in the most recent 12 calendar months

(2) The 95th percentile of all samples taken in the most recent 12 calendar months.

(3) Determined as the sum of nitrate as N, nitrite as N and ammonia as N.

When these limitations for TIN and TP limits come into effect, the WWTP will still have to comply with the 30-day average and daily maximum ammonia limits in the discharge permit. Additionally, the WQCD may impose limitations for TIN based on the 10 mg/L water supply standard for nitrate. This may also mean a daily maximum limitation around 16 mg/L for TIN.

In addition to the Regulation 85 values, the WQCC has adopted interim standards for TP, total nitrogen (TN), and chlorophyll for both lakes/reservoirs and rivers/streams in Regulation 31. These interim standards were also adopted in 2012, and Table 5 provides a summary of the nutrient interim values for warm water bodies.

Table 5. Nutrient Interim Values (Regulation 31.17)			
	TP (µg/L)	TN (µg/L)	Chlorophyll
Rivers and Streams	170 ¹	2010 ¹	150 (mg/m ²) ³
Lakes and Reservoirs (>25 acres)	83 ²	910 ²	20 (µg/L) ²
Direct Use Water Supply Lakes and Reservoirs (>25 acres)	NA	NA	5 (µg/L) ⁴

Notes: (1) Annual median; 1-in-5 year exceedance frequency.

(2) July 1 – Sept 30 average in mixed layer (median of multiple depths); 1-in-5 year exceedance frequency.

(3) July 1 – Sept 30 maximum attached algae, not to exceed.

(4) March 1 – November 30 average chlorophyll a in the mixed layer (median of multiple depths); 1-in-5 year exceedance frequency.

The interim values can be adopted by the WQCC as standards in specific water bodies upstream of permitted domestic wastewater treatment facilities for TP and chlorophyll before May 31, 2022 and for nitrogen between May 31, 2017 and May 31, 2022. After May 31, 2022, the interim values can be adopted into any segment regardless of its location to a WWTF. It is believed that the EPA will be disapproving the WQS for one or more of these parameters, which means that the standards will likely become more stringent in the future.

1.5.4 Nitrite / Nitrate

Although the current permit does not have requirements for nitrate or nitrite, it is expected that the WQCD may include at least a monitoring requirement for either or both of these parameters in the renewal permit. Depending on the concentrations of these parameters in the wastewater effluent, these could be parameters of concern in the near future. With improvements for nutrients on the horizon, nitrate may not be an issue, but due to the low allowable concentration for nitrite, it is advisable for Pueblo to monitor these concentrations in the effluent.

1.5.5 Temperature

Temperature is a concern across many areas of the state with issues on the appropriate WQS, normal ambient temperature exceeding the WQS, and “shoulder season” issues where the standard drops from the summertime value to the wintertime value overnight versus the normal slow decrease in temperature over the change in seasons. There is also concern amongst dischargers in regards for the need to add treatment for temperature, for what may be a handful of days or a few weeks during the course of a year. The CMF is heavily involved in temperature standards issues as well as AF CURE and other groups and individual facilities. If assimilative capacity can be used in the development of permit limitations for the Pueblo WRF, and especially if monthly limitations can be developed, Pueblo should not have an immediate concern with meeting these limits. However, due to the way the WQCC has defined existing quality for temperature in Regulation 31, as the maximum of the ambient data, this could be a concern in the future. Low flows coupled with high air temperatures (either summer or winter) could have a significant effect on the calculated permit limitations. Additionally, if the flows in the Arkansas River above the WRF are significantly reduced by drought or other hydrologic impacts such as reduced releases from Pueblo Reservoir, temperature could become a high priority parameter for Pueblo. Pueblo may be able to perform a site specific study or modeling to determine temperature loss through the mixing zone which could be incorporated in any temperature limit calculation.

1.5.6 Arsenic

Arsenic is a bioaccumulative metalloid that enters waterways from both natural and anthropogenic sources. Arsenic is regulated based on its impact on human health. According to U.S. EPA, people who drink water containing elevated concentrations of arsenic over a lifetime may experience an increased risk of cancer and people who drink water with high levels of arsenic (e.g., >10 µg/L) over an extended period may experience non-cancer health effects, such as skin damage or circulatory problems. For Pueblo, the current arsenic standard is 0.02 to 10 µg/L and is based solely on water supply uses. The range in the standard means that a limitation would be developed based on the 0.02 µg/L standard but will never be less than 10 µg/L. The Environmental Protection Agency (EPA) is expected to promulgate a new arsenic standard for drinking water in the near future. Pueblo will need to be attentive to whatever EPA proposes as it may result in the adoption of a more stringent standard for water supply segments.

Although not a current concern for Pueblo, the WQCD has started a workgroup process regarding the standard for water+fish (water supply and aquatic life class 1), which is currently set at 0.02 µg/L. This standard is well below method detection limitations and technology does not exist that can treat a wastewater effluent to such low levels. Additionally, naturally occurring concentrations of arsenic can easily exceed this value.

The WQCD intends on having a proposal for consideration by the WQCC in the June 2016 Basic Standards Hearing. Pueblo should be aware of what happens in this workgroup process in order to monitor activities at both the state and federal level.

1.5.7 Ammonia Mussel Criteria

The EPA has developed new aquatic life criteria for ammonia in response to recent studies suggesting that some freshwater mussel species may be more sensitive to ammonia exposure than the aquatic organisms used in deriving the current ammonia criteria. Using this proposed mussel based method, the ammonia stream standards are expected to be more restrictive on segments where mussels are present, reducing the permit limits to as low as 1.0 mg/L for the month of July. These criteria values are a function of pH and temperature so the actual permit limits will depend on current site-specific water quality data. The WQCD has indicated that they will not be proposing the adoption of the new ammonia criteria during the 2016 Basic Standards Hearing, which would leave the 2021 Basic Standards Hearing as the next opportunity for these standards could be proposed. If adopted in 2021, they would likely be implemented into the next renewal permit which would be projected to occur in 2023/2024 after the Arkansas Basin Hearing. As Pueblo is currently treating down to less than 1 mg/L, this is not likely to cause significant issue for the WRF, but it is worth keeping tabs on due to the very stringent limitations.

1.5.8 Cyanide

Cyanide is a carbon-nitrogen chemical compound that forms larger compounds with either organic or inorganic compounds. It is extremely toxic to humans and can be found occurring naturally in the environment. The current WRF discharge permit required meeting a limitation of 8.1 µg/L by January 1, 2013. The predicted future limitation upon renewal of the permit is expected to be about the same value. There are issues surrounding the analysis of cyanide in a complex effluent including interferences and with the Practical Quantitation Limit (PQL), or reporting limit. The PQL workgroup was successful in obtaining a PQL of 10 µg/L, for the draft PQL Policy that completed the public notice process as of August 1, 2014. At this time it is unknown what comments the WQCD may have received on this draft policy, but it is likely that the PQL for cyanide will remain at 10 µg/L.

1.5.9 Contaminants of Emerging Concern

Contaminants of Emerging Concern (CECs), also known as Trace Organic Compounds (TOCs), are chemicals now being detected at low levels, with the advancement of analytical instruments, in surface waters. Most of these chemicals are not currently regulated by the US EPA at such low levels although many are regulated at higher levels as carcinogens or toxins. There is concern that these chemicals, even at very low levels, may have a harmful impact on aquatic life and human health in sub-lethal ways. There is particular concern about endocrine disrupting compounds (EDCs) as they have been found, at low concentrations, to impact the population of aquatic species.

CECs encompass a wide variety of chemicals including:

- Persistent organic pollutants (POPs) such as polybrominated diphenyl ethers (PBDEs; used in flame retardants, furniture foam, plastics, etc.);
- Pharmaceuticals and personal care products (PPCPs) such as medications (e.g. antibiotics, antidepressants, ibuprofen, etc.), bactericides, sunscreens, etc;
- Endocrine disrupting compounds (EDCs) such as synthetic and naturally occurring estrogens; and
- Nanomaterials such as carbon nanotubes or nano-scale particulate titanium dioxide.

CECs are considered a long term issue for the Pueblo WRF and no additional treatment or studies are recommended at this time. Pueblo should continue to stay informed of potential regulatory issues related to CECs on both the state and federal level.

1.5.10 Nonylphenol

Nonylphenol is persistent in the aquatic environment, moderately bioaccumulative, and extremely toxic to aquatic organisms. Nonylphenol is a component of nonylphenol ethoxylates (NPEs) which are typically found in industrial and consumer products such as laundry detergents and deicing solutions. As NPEs are processed in a wastewater treatment plant, the NPEs degrade into the more toxic form of nonylphenol which is released with the treated wastewater effluent into the receiving waterbody.

The Division has adopted suites of organic pollutant standards (including nonylphenol) under Regulation 31. Nonylphenol is the first CEC that the Division has regulated at low levels and is implementing into discharge permits. Currently, the Division is implementing monitor only requirements on major domestic facilities, to collect data for future reasonable potential evaluations.

Nationwide, the interest and concern over CECs is growing slowly. Pretreatment requirements to use alternative products are seen as the most effective means of decreasing nonylphenol in wastewater effluent. Other alternatives to treat nonylphenol, in order of highest removal, are reverse osmosis, ozone, and activated carbon. Current data for nonylphenol for the WRF indicates non-detection at a reporting limit of 4.8 µg/L. It is recommended that Pueblo's pretreatment group continue tracking new and existing users that identify nonylphenol in their process waste streams.

1.5.11 Conductivity

The EPA is expected to come out with draft criteria for conductivity by the end of 2014. At this time it is not known what these standards may look like or how they may be applied (averaging period, facility type). Most every facility could have an issue with this parameter and therefore much controversy can be expected with any such proposal. There would likely be a significant delay to the final promulgation of these standards when EPA does provide the draft version. Additionally, the WQCC would need to adopt these standards before they would be implemented in discharge permits and it is unknown when this would occur. The WQCD would likely have a workgroup on this topic prior to proposing standards. Pueblo should be an active participant in this workgroup process and monitor activities at both the state and federal level.

1.5.12 Copper

Although not currently an issue for the Pueblo WRF, AF CURE is taking an interest in copper and collecting data to support site-specific standards where needed. The Biotic Ligand Model (BLM) is a tool that may help determine an appropriate standard for copper based on the specific water chemistry of a stream. Data for several constituents is needed to implement the model including temperature, pH, dissolved organic carbon, calcium, magnesium, sodium, potassium, sulfate, chloride, alkalinity, humic acid and sulfide. These parameters have been added to the AF CURE sampling plan so that the model can be run where needed.

1.5.13 Chloride

Pueblo should stay informed to the potential for new EPA standard for chloride based on the State of Iowa adopting a new more stringent standard. For Colorado, new chloride criteria would need to be adopted by the WQCC prior to being included in any discharge permit.

1.5.14 E. Coli

E. coli is also a parameter of concern in many areas as stormwater runoff can carry *E. coli* from numerous sources into streams causing high bacteria counts and the potential for 303(d) listings. As discussed above, Fountain Creek has been listed for *E. coli*, and although this is unlikely to have an effect on Pueblo, it is worth paying attention to. Additionally, the WQCD is evaluating the potential to deny mixing zones for *E. coli* and therefore permit limits would be set at the WQS and would not take into account available assimilative capacity.

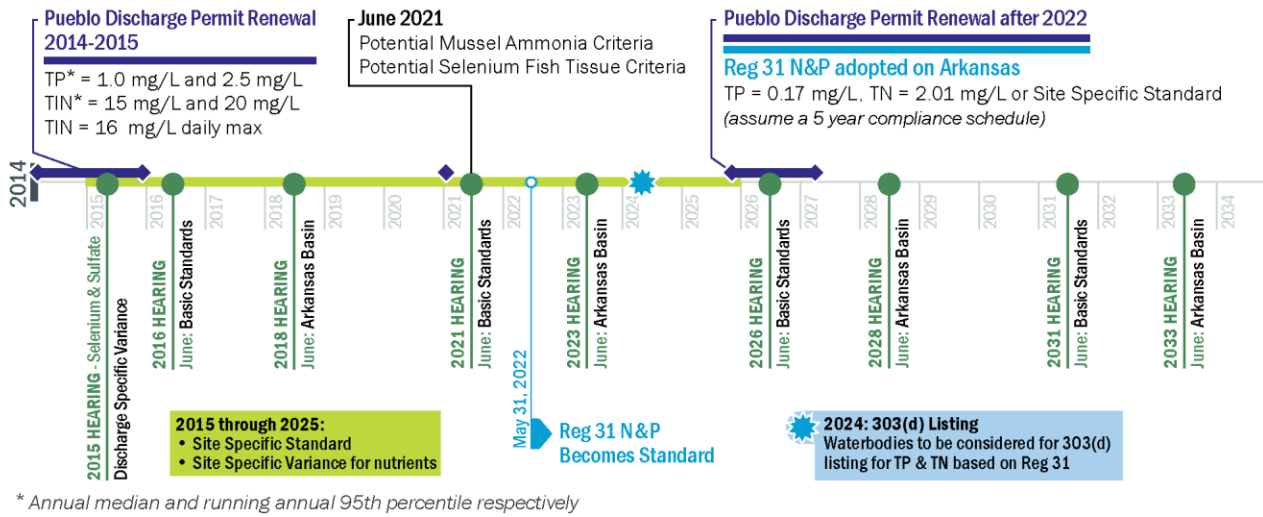


Figure 2. Pueblo WRF Regulatory Timeline

Section 2: Stormwater, Biosolids and Subterranean Dewatering

2.1 Stormwater

The Pueblo WRF previously held a general permit certification (COR010953) for the discharge of stormwater associated with light industry, to discharge stormwater to the Arkansas River. This permit was terminated in January 2013 as all stormwater drainage is now collected and sent to the headworks of the treatment facility. Stormwater is now considered process water, treated and discharged under the individual process water permit.

2.2 Biosolids

Biosolids produced at the WRF are currently treated anaerobically in one of two primary digesters and then transferred to two secondary digesters. Digested biosolids are then dewatered in paved drying beds or by centrifuge during colder months.

Regulation 64 defines the treatment requirements for beneficial reuse of biosolids. There are three main requirements that need to be met prior to the beneficial use of biosolids: pathogen reduction, vector attraction, and pollutant (metals) loading. The anaerobic digestion process allows the treated biosolids to meet Class B pathogen reduction and vector attraction requirements, but the selenium content of the finished biosolids product is too high to comply with Regulation 64 Table 1, Ceiling Concentration Limits for metals. As a result, biosolids from the Pueblo WRF are not able to be beneficially reused and are instead disposed of in landfills, primarily the Southside Landfill in Pueblo with the Fountain Landfill as a contingency site as needed. Pueblo has successfully obtained a waiver of the selenium ceiling concentration in Table 1 of Regulation 64, via a footnote to the table that states Pueblo may land apply biosolids with concentrations higher than those listed in the table at public contact sites as long as there is low potential for child occupancy.

The WRF is required by their CDPS discharge permit to provide information on biosolids management practices, land application sites, site restrictions and certifications, and the results of all biosolids monitoring to the CDPHE. The facility is required to submit this information prior to February 19th of each year. The WRF is covered under permit COG650045 for biosolids.

2.3 Subterranean Dewatering

The Pueblo WRF holds a certification under the general permit for subterranean dewatering, COG603148. This permit covers the discharge from 12 different wells that have been installed around the secondary clarifiers. These wells may be turned on when needed to lower the groundwater table under the clarifiers when they are to be drained and cleaned or when other maintenance is needed. The certification does contain limitations for oil and grease, total suspended solids and pH, although treatment is not likely to be needed to meet the limits. Additionally, there is a requirement to monitor for selenium.

Section 3: Air Quality

The Pueblo WRF currently holds one permit with the CDPHE Air Pollution Control Division certified under Permit No. 96-PB1022-1. This permit contains the following requirements:

- Emission limits of 8.1 tons per year of VOCs
- Process limitations of 4,657.4 million gallons per year.
- Odor requirements

Since no near-term regulatory requirements are anticipated and Pueblo WRF is continuing to comply with the current air permit limits, no improvements are recommended as part of this Master Plan.

3.1 Odor Control

Wastewater treatment facilities are naturally odorous areas. The Pueblo WRF provides online information regarding potential solutions to odor problems such as checking sink water traps and toilet wax rings and also provides a call-in number for neighboring communities to alert the facility of odor issues. Odor control systems will continue to be evaluated as part of any treatment improvements projects for new or existing buildings.

Section 4: Sustainability and Energy Conservation

One of the Pueblo WRFs management objectives is sustainability. Pueblo may also be interested in pursuing renewable energy options at the facility such as capturing heat from the anaerobic digesters and heat recovery from the wastewater stream. Sustainability will be considered when evaluating facility process upgrade alternatives as part of this Master Plan. Energy efficiency processes should also be considered during WRF upgrades. Pueblo encourages green infrastructure such as energy efficient buildings, materials management, fuel reduction, and automation to control chemical usage.

4.1 Energy Efficiency

The Pueblo WRF strives to improve energy efficiency and reduce energy consumption, and in 2013, a project for the installation of solar panels was completed. This project was aimed at not only offsetting but exceeding the increase in energy demand needed to switch from chlorine gas to UV disinfection. Currently, this project produces approximately 15% of the WRF's energy needs. Additionally, Pueblo has installed a hot water loop system that provides heat for the buildings at the WRF helping to reduce costs for heating. There may be an opportunity to increase the amount of biogas that can be harvested with future projects at the WRF. An energy audit is scheduled for late 2014/early 2015, which may identify other opportunities for energy related projects or those that may be able to be incorporated into other future projects.

4.2 Greenhouse Gas Emissions

Greenhouse gases are released into the air via natural or industrial processes and trap heat in the atmosphere. The three most commonly known greenhouse gases are carbon dioxide, methane, and nitrous oxide. Greenhouse gas emissions are not regulated at wastewater treatment facilities, but Pueblo will continue to look at incorporating options for reducing these emissions as part of its future studies and capital improvements projects. The primary method of reducing the facility's overall greenhouse gas emissions will be to continue with reducing or offsetting the energy used at the WRF as discussed in the previous section.

Section 5: Industrial Pretreatment Program

Municipal Codes for the City of Pueblo (Title 16, Chapter 9) establish the legal authorization for the Industrial Pretreatment Program (Program). The Program is required in the WRF Permit (Part I.B.8) and is prescribed in federal regulation at 40 CFR Part 403. The Program is approved by the EPA and is administered by the Pueblo WRF, covering the entire service area.

The Pretreatment Program was established to implement a federally-mandated Clean Water Act program that is intended to protect the WRF from pollutants that would cause plant operation interference or that would pass through the plant and into the Arkansas River. The Program is also designed to protect the WRF's collection system, workers, and the environment from harm that could result from pollutants in wastewater discharges. Industrial/commercial facilities within the WRF's service area are subject to Pretreatment Program controls and regulations.

All industrial/commercial users are subject to regulation when applicable. Permits are issued to significant industrial users (SIUs), which include both a Categorical user and an SIU. Categorical users are those whose operations/processes meet the applicability standards in 40 CFR Parts 405 through 471; SIUs are users who meet criteria in the definition of SIU at 40 CFR 403.3(v), which includes users who have a reasonable potential to affect operations or the environment. Best Management Practices (BMP) programs are established, which do not require permits, but nevertheless carry the same requirement for compliance as do permits. BMP programs are often established for sectors that are similar in their business operations and generate the same pollutant(s) of concern. For example, a fats, oil and grease (FOG) program applies to food service businesses to control animal fats; a petroleum oil, grease and sand (POGS) program applies to automotive businesses to control petroleum products and aggregates.

Pollutants are identified and limits established by EPA regulation and by Local Limits determinations. BMPs are a performance standard, rather than a numerical limit. Discharge limits must be met and BMPs must be performed in order to comply with requirements; both are viewed equally with respect to enforcement. Pretreatment controls generally include pretreatment processes and equipment to remove pollutant(s) from a user's waste stream prior to its discharge to the sanitary sewer system; spill/chemical controls; proper solid/hazardous waste disposal off site and other than the sanitary sewer system; and good housekeeping. The Program conducts inspections and sampling, and imposes reporting to ensure compliance. Pueblo has recently completed an update to the local limitations and is awaiting EPA approval.

In order to identify new or relocated industries, staff reviews all new and remodeled commercial property and tenants, monitors phone books, news reports and newspapers, attends neighborhood community meetings when the subject includes new businesses, checks the City's website for the new business list and sales tax section and drives through the city looking for new or unknown business operations. The WRF currently has 9 permitted industrial users that are inspected once or twice per year, and monitoring is conducted after treatment or at manholes. There were approximately 2,065 other commercial users identified in the service area in 2013.

The sampling program has discovered the occasional cyanide hits as well as occasional high ammonia concentrations. The cyanide hits may be the result of analytical issues as there are many known interferences and issues with the analytical methods for cyanide, and especially in domestic wastewaters. The ammonia issue also cannot be pinpointed at this time as it does not occur often enough or last for a long enough period of time to be able to trace it through the collection system. There is a known chemical manufacturer in the service area however it is a non-discharging facility. The effort to track the ammonia discharge will continue but due to the sporadic nature of this discharge it may not be discovered.

5.1 Fats, Oils, and Grease (FOG)

Fats, oils, and grease (FOG) can clog pipes and pumps both in the public sewer lines as well as in wastewater treatment facilities causing sewer backups and spills and can interfere with equipment and processes at the WRF. Over the past five years, nearly 50% of the sewer blockages that occurred in Pueblo were partially caused by FOG. Recognizing that preventing FOG from entering the sewer system is the best method for eliminating these types of backups and spills, the Pueblo Wastewater Department has been proactive in trying to reduce the amount of FOG entering the sewer system by developing and distributing best practices for restaurant managers and households with tips aimed at eliminating the disposal of FOGs through the wastewater collection system.

The City currently has the authority to require property owners to install and maintain grease, oil, or sand interceptors when necessary. However, no City or County agency currently inspects interceptors to ensure property owners are performing the required maintenance on those interceptors. EPA Region 8 has noted some of these deficiencies in the Pueblo's pretreatment program and has recommended that the City adopt a FOG control ordinance. CDPHE has conducted an operation and capacity inspection of Pueblo's sanitary sewer collection system and has also recommended adopting a FOG control ordinance.

In light of the recommendations by the EPA and CDPHE, and the potential risk of backups and overflows, it is recommended that a FOG control ordinance be adopted in the near-term.

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Section 6: Summary

Pueblo continues to be an active participant in the regulatory process by contributing to AF CURE, CMF, WQF, WWUC and other workgroups and monitoring committees. By being proactive, Pueblo has the best opportunity to anticipate and prepare for changes in the regulations that impact their treatment systems. The objective of this TM is to look beyond the horizon to anticipate and plan for future regulatory actions.

A review of the regulatory drivers and current plant performance indicates that the WRF is comfortably meeting all of the current regulatory requirements in the permit. Table 6 summarizes the primary parameters of concern in terms of timeframe of impact and recommended actions. Near term issues are likely to occur within the next 9 years including the effective date of the Regulation 31 nutrient standards in 2022 and the likely adoption of these standards into the Arkansas Basin in 2023. Long term issues are assumed to occur after 2023 but the impact is not clear at this time. Nutrients are the main near term regulatory drivers that are requiring process treatment upgrades. Treatment alternatives will be evaluated as part of this Master Plan to identify potential technologies, site location, and costs for future planning.

Table 6. Summary of Recommendations for Water Quality Drivers

Parameter	Recommendation
NEAR TERM	
Nutrients	Continue the evaluation of treatment alternatives associated with the Nutrient Grant for meeting the Regulation 85 values and how best to meet the Regulation 31 values in the near future (2023).
Selenium	Continue effluent and instream monitoring. Track the progress of EPA selenium criteria updates and plans for Division/Commission implementation of revised selenium standards. Estimated adoption date of 2021.
Sulfate	Continue effluent and instream monitoring. Track the progress of WQCD/WQCC regarding the potential for elimination of the sulfate standards from Regulation 31 in 2016, with workgroups on Regulation 31 likely starting in late 2014 or early 2015.
Nitrite/Nitrate	Pueblo should monitor the levels of these parameters in the effluent, especially nitrite.
Temperature	Continue effluent and instream monitoring and on progress made in CMF or Permit Issues Forum.
Ammonia	Track EPA ammonia criteria and plan for WQCC/WQCD plans for adoption and implementation of revised ammonia standards. Estimated adoption date of 2021.
Arsenic	Continue instream and effluent monitoring and participate in efforts leading up to the 2016 Basic Standards Hearing that will revise the arsenic standards. It is possible that this could be delayed until 2021 due to timing for EPA to develop alternate criteria.
Nonylphenol	Although it appears that nonylphenol will not be an issue, continue monitoring the effluent concentrations and tracking nonylphenol contributions from dischargers.
FOG	Draft and adopt a City FOG Ordinance implementing a FOG management program.
LONGER TERM	
CECs	Continue to stay informed of potential regulatory actions. It is likely that criteria for individual constituents, or groups of constituents, may be developed individually as information is available as opposed to
Conductivity	Track the progress of EPA conductivity criteria and WQCC/WQCD plans for adoption and implementation. Estimated adoption date is unknown as draft criteria is not even out for public comment and is expected to be controversial.
Chloride	Track potential EPA chloride criteria updates

Appendix B: TM2 Liquid Stream Process – Analysis and Alternatives Evaluation



Technical Memorandum

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Prepared for: City of Pueblo, Department of Wastewater

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Limitations:

This document was prepared solely for City of Pueblo Department of Wastewater in accordance with professional standards at the time the services were performed and in accordance with the contract between City of Pueblo and Brown and Caldwell dated November 25, 2013. This document is governed by the specific scope of work authorized by the City of Pueblo; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by the City of Pueblo and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

Table of Contents

List of Figures	iii
List of Tables.....	iv
Executive Summary	1
Section 1: Background.....	5
1.1 Plant Configuration.....	5
1.1.1 Liquid Stream Configuration	5
1.1.2 Headworks	5
1.1.3 Primary Treatment.....	5
1.1.4 Secondary Treatment	5
1.1.5 UV Disinfection.....	6
1.1.6 Solid Stream Configuration	6
Section 2: Projected Flows and Loadings	7
2.1 2006 Master Plan	7
2.2 Data Comparison.....	7
2.3 Population Projections	8
2.4 Projected Flows and Loadings.....	9
2.4.1 Flow Projections.....	11
2.4.2 BOD ₅ Loading Projections	12
2.4.3 TSS Loading Projections.....	13
2.4.4 Flows and Loading Summary	14
Section 3: Hydraulic Capacity Analysis.....	15
3.1 Current and Design Flows.....	15
3.2 Model Description	16
3.3 Key Assumptions.....	17
Downstream Conditions	17
Recycle flows.....	17
3.4 Modeling Results.....	18
3.5 Summary.....	18
Section 4: Future Regulatory Requirements.....	20
4.1 Regulation 85 Nutrient Grant Design Project.....	20
Section 5: Process Model	21
5.1 Simulated Facility Performance Under Future Conditions.....	22
Section 6: Process Evaluation to Meet Regulation 85.....	24
6.1 Alternative 1: Existing Liquid Process Configuration.....	24
6.2 Alternative 2: Existing Liquid Process with Supplemental Carbon.....	24
6.3 Alternative 3: Expansion of PAAR Reactors and Supplemental Carbon	24
6.4 Alternative 4: Modifications to the PAAR Reactor	25



6.4.1 Alternative 4A: Elimination of Anoxic Zones (Enhanced Biological P Removal) 25

6.4.2 Alternative 4B: Elimination of Anaerobic Zones (Enhanced Biological N Removal)..... 25

6.5 Alternative 5: Low DO Aeration Control..... 25

6.6 Alternative 6: Ammonia-based Aeration Control (ABAC) and Ammonia versus NOx (AVN) Aeration Control25

6.7 Alternative 7: Elimination of Anaerobic Zones with Low DO Aeration Control..... 26

6.8 Alternative 8: Elimination of Anaerobic Zones with Ammonia-based Aeration Control 26

6.9 Hydrocyclone Separation 26

6.10 Chemical Phosphorus Removal..... 28

6.10.1 PAX-18 for *Microthrix Parvicella* Control 29

6.11 Aeration Modifications 30

6.12 Regulation 85 Alternative Results Summary..... 30

6.13 Cost Analysis of Regulation 85 Alternatives 32

6.13.1 Capital Costs 32

6.13.2 Annual Operating Costs..... 35

6.13.3 Net Present Value 37

6.13.4 Cost Analysis Summary 37

Section 7: Options for Meeting Regulation 31 38

7.1 Nitrogen Removal Options 38

7.1.1 Supplemental Carbon Addition Alternatives 39

7.1.2 Post-Denitrification Alternatives 40

7.1.3 Options for DON Removal 43

7.2 Phosphorus Removal Options 43

7.3 Regulation 31 Optimization Options 45

7.3.1 Sidestream Nitrogen Treatment 46

7.3.2 Sidestream Phosphorus Recovery..... 47

7.4 Alternatives to Meet Regulation 31 49

7.4.1 Secondary Treatment 49

7.4.2 Tertiary Treatment 51

7.5 Cost Analysis of Regulation 31 Alternatives 51

7.5.1 Capital Costs 52

7.5.2 Annual Operating Costs..... 57

7.5.3 Secondary Treatment Annual Operating Costs..... 57

7.5.4 Tertiary Treatment Annual Operating Costs 58

7.5.5 Net Present Value 59

7.5.6 Life-Cycle Summary 60

7.6 Sidestream Treatment Alternatives 60

7.6.1 Sidestream Nitrogen Treatment 62

7.6.2 Phosphorus Recovery 62

Section 8: Summary and Recommendations 64

8.1 Regulation 85 64



8.2 Regulation 31	64
Attachment A: Hydraulic Profile Figures	A-1
Attachment B: Capital Cost Breakdown	B-1
Attachment C: Operational Cost Breakdown	C-1

List of Figures

Figure 1. Census Population and Projected Growth.....	9
Figure 2. Daily Total Flow January 2012 – January 2014	10
Figure 3. Influent Flow - Plant Data and Projections.....	12
Figure 4. Maximum Month BOD ₅ Loads – Plant Data and Projections.....	13
Figure 5. Maximum Month TSS Loads – Plant Data and Projections	14
Figure 6. BioWin™ Model Configuration for the Dilorio WRF – Existing Configuration	22
Figure 7. Ammonia-based Aeration Feedback Control (L) and AVN Aeration Feed-back Control (R).....	26
Figure 8. Schematic of a Hydrocyclone.....	27
Figure 9. Photos of Full-scale Hydrocyclones	28
Figure 10. Example Severn Trent Denite® Filters.....	41
Figure 11. Parkson DynaSand General Filter Schematic.....	42
Figure 12. Layout of MBBR Tank.....	42
Figure 13. Schematic of CoMag Process	44
Figure 14. Anammox Process Schematic	46
Figure 15. DEMON System (L) and ANITA-Mox Media (R).....	47
Figure 16. AIRPREX® Schematic.....	48
Figure 17. WASSTRIP® Schematic.....	49
Figure 18. Regulation 31 Alternative 1 Layout: Parkson D2	53
Figure 19. Regulation 31 Alternative 2 Layout: MBBR with CoMag.....	54
Figure 20. Regulation 31 Alternative 3 Layout: Denite Filters with CoMag.....	55
Figure 21. DEMON Sidestream Conceptual Layout	61
Figure 22. OSTARA + WASSTRIP Sidestream Conceptual Layout	61
Figure 23. AirPrex Sidestream Conceptual Layout.....	62



List of Tables

Table ES-1. Dilorio WRF Permit Limits	2
Table ES-2. Summary of Recommendations	3
Table 1. 2006 Master Plan Design Wastewater Characteristics	7
Table 2. 2001-2005 and 2012-2014 Influent Plant Data Comparison	8
Table 3. U.S. Census Population	8
Table 4. Summary of Influent Flow and Load Unit Factors.....	10
Table 5. Master Plan Design Values	11
Table 6. Current and Projected Influent Flows and Loadings.....	14
Table 7. Dilorio WRF Flow Projections.....	16
Table 8. Units Online	17
Table 9. PROFILE Hydraulic Modeling Results.....	18
Table 10. Dilorio WRF Permit Limits	20
Table 11. Future Design Conditions.....	21
Table 12. Current Plant Configuration Capacity and Performance	22
Table 13. Aluminum Coagulant (Al:P) Ratio.....	29
Table 14. Summary of Modeling Results for Regulation 85.....	31
Table 15. Construction Cost Estimate Levels of Accuracy.....	33
Table 16. Regulation 85 Required Modifications.....	34
Table 17. Regulation 85 Capital Costs	35
Table 18. Regulation 85 Alternatives Annual Costs.....	36
Table 19. Summary Regulation 85 Costs and Net Present Value	37
Table 20. Example Performance of an MBBR System followed by CoMag®	39
Table 21. Summary of Modeling Results for Regulation 31.....	50
Table 22. Summary Target Plant Effluent for Regulation 31	51
Table 23. Tertiary Treatment Alternatives Components	52
Table 24. Regulation 31 Capital Costs	56
Table 25. Regulation 31 Annual Costs Based on Secondary Process.....	58
Table 26. Regulation 31 Annual Costs for Tertiary Treatment Alternatives	59
Table 27. Regulation 31 20-year Net Present Value Cost.....	60
Table 28. Summary of Sidestream Treatment Alternatives Cost	62
Table 29. Summary of Recommendations	65



Executive Summary

A Master Plan was last produced for the James R. Dilorio Water Reclamation Facility (WRF) in 2006 by Black & Veatch. The Plan identified solutions for the facility to address capacity and regulatory drivers as known at that time. To address those needs, the WRF underwent a major process configuration modification from a trickling filter/solids contact process to a biological nutrient removal (BNR) process. In addition, the chlorine and sulfur dioxide disinfection system was replaced with an ultraviolet (UV) disinfection system. The WRF has been operating with these new treatment processes since construction was completed in 2013.

This Technical Memorandum (TM) serves as an update to the 2006 Master Plan with a focus on the liquid stream processes and provides a road map for the Dilorio WRF to meet future nutrient regulations. The planning period for this master plan update is 20 years (2015 through 2034). A summary of existing facilities, flow and loading projections, hydraulics review, and evaluation of recommended treatment technologies for meeting future regulatory requirements are presented within this TM. Solids stream processes will be discussed in TM 3. TM 1 discussed the watershed, regulatory, and other requirements that impact the near- and long-term planning of the WRF. The information presented in all three of these TMs will be incorporated into a final Master Plan Report.

Projected Flows and Loading

The population projections from the 2006 Master Plan were reviewed and compared against recent population data. For the purpose of projecting future flows and loads to the Dilorio WRF for this evaluation, a 0.5 percent population growth rate (consistent with the 2006 Master Plan) was assumed.

To project future flows and loads, a review of recent plant data was conducted and compared to the data presented in the 2006 Master Plan. The main findings from this evaluation found that since the 2006 Master Plan:

- Influent flows have declined
 - Average Influent flow per capita decreased from 107 gallons per capita per day (gpcd) to 93 gpcd
- Influent biological oxygen demand (BOD₅) concentrations have increased and mass loadings have remained relatively constant
 - Average influent BOD₅ concentration has increased from 218 mg/L to 228 mg/L
 - Average influent BOD₅ loadings have declined slightly from 20,035 lb/day to 19,266 lb/day
- Influent total suspended solids (TSS) concentrations and mass loadings have increased
 - Average influent TSS concentration has increased from 259 mg/L to 332 mg/L
 - Average influent TSS loadings have increased from 23,945 lb/day to 28,104 lb/day

Based on the BOD₅ and TSS load projections, the design trigger (where the facility reaches 80 percent of the maximum month design rating) will be reached within the planning period of this study. However, influent flows are not anticipated to reach their rated design capacity within the planning period of 20 years.

Hydraulic Analysis

A hydraulic and capacity review of the facility processes was conducted based on the flow projections. From these reviews, no capacity issues or hydraulic bottlenecks were identified for the projected peak flows through the planning period.



Future Regulatory Requirements

Without significant population growth and associated growth in influent flows and loadings, nutrient regulations will have the most significant impact on the design and operation of the Dilorio WRF. The major regulatory requirements, discussed in TM 1 and summarized in Table ES-1, include the nutrient (total nitrogen and total phosphorus) regulations known as Regulation 85 (effluent limits of 1.0 mg TP/L and 15.0 mg TIN/L) and Regulation 31 (effluent limits of 0.17 mg TP/L and 2.01 mg TN/L). In addition, the WRF should plan for the possible future addition of a daily maximum TIN limit of 16.0 mg TIN/L based on water supply standards. Compliance with Regulation 85 is anticipated to be required in the year 2020. Regulation 31 limits may be included in the WRF's discharge permit as early as 2020, based upon how CDPHE incorporates Regulation 31 effluent limits into permits. It is expected that the City will be able to obtain a five-year compliance schedule that would extend the year of compliance to 2025 or beyond.

Table ES-1. Dilorio WRF Permit Limits

Phase	Date Effective	Ammonia-Nitrogen (mg/L) ¹		TIN-Nitrogen (mg/L)			TN-Nitrogen (mg/L) ³	TP-Phosphorus (mg/L)	
		30-Day Average	Daily Maximum	Daily Maximum	Annual Median ²	95th Percentile		Annual Median ⁴	95th Percentile
Existing Permit	In Effect	8.7	19.2	N/A	N/A	N/A	N/A	N/A	N/A
Permit Renewal	2014/2015	6.4	25	N/A	N/A	N/A	N/A	N/A	N/A
Regulation 85	2020	6.4	25	16 ⁵	15	20	N/A	1.0	2.5
Regulation 31	Expected 2027	6.4	25	16 ⁵	N/A	N/A	2.01	0.17	N/A

1. Ammonia limits vary monthly. Values listed are most restrictive monthly values for the year. Ammonia limits are assumed to continue at the same levels under Regulation 85 and Regulation 31, but are not specifically part of those regulations. The actual values may vary slightly.

2. Total Inorganic Nitrogen (TIN-N) limit is a rolling annual median. The TIN limit is assumed to continue into the Regulation 31 time frame but is not specifically part of that regulation.

3. Total Nitrogen (TN-N) limit is a rolling annual median.

4. Total Phosphorus (TP-P) limit is a rolling annual median under both Regulation 85 and Regulation 31.

5. Not required under Regulation 85 or 31. Daily maximum TIN limit based on the possible inclusion of water supply standards into future permits.

Process Alternatives Evaluation

In formulating a plan to address the upcoming Regulation 85 and 31 effluent limits, Brown and Caldwell evaluated a number of process configurations and new technologies to determine the best overall recommendations for meeting these future regulatory limits. The evaluation includes discussion of recommended treatment technologies, summary of performance, estimated costs, and proposed layouts.

A number of process alternatives were evaluated for each phase of treatment, based on the following criteria:

- Reduced compliance risk
- Best use of the existing facilities
- Compatibility with future regulatory requirements
- Minimal use of chemicals

Table ES-2 summarizes the recommended improvements, estimated capital cost and estimated year of implementation.



Table ES-2. Summary of Recommendations

Regulation	Permit Limits	Recommended Process Description	Estimated Capital Cost (Year of Project)
85	TIN < 15 mg/L TP < 1.0 mg/L	• Supplemental carbon and chemical coagulation feed (underway) • Eliminate IMLR operation • Low DO and/or ammonia-based aeration control strategy • Addition of hydrocyclones	\$2.6 million (2015)
31	TN < 2.01mg/L TP < 0.17 mg/L	• Eliminate biological phosphorus removal (reconfigure IMLR) • Add intermediate pump station • Add methanol facility (or other clean carbon source) • Add Dynasand D2 or MBBR + CoMag tertiary process	\$30.3 million (2020)

Regulation 85

The WRF is already implementing new facilities to meet the Regulation 85 permit limits. These facilities include an on-demand acetic acid feed system to provide additional readily biodegradable carbon for the biological process and a coagulant feed to remove phosphorus in the existing secondary clarifiers. Based on an evaluation of a number of treatment configurations with the calibrated BioWin™ model, it is recommended to operate the existing oxic zones with an advanced aeration control strategy targeting maximum nitrogen removal. This strategy will provide significant cost savings due to reduced air demands, but will also improve the process performance and result in lower nutrient effluent concentrations. In addition, to ensure adequate capacity and enhanced nutrient removal, a new and innovative hydrocyclone system for biomass selection is recommended.

Of the Alternatives investigated, the two that introduced more advanced aeration control, Alternatives 5 and 6, showed to be the most cost effective methods of reaching Regulation 85 limits. These alternatives use an advanced aeration control system to emphasize biological phosphorus removal and incorporate simultaneous nitrification-denitrification. There is a benefit of decreasing the aeration energy use as well.

Alternatives 5 and 6 differ in that Alternative 6 uses an ammonia-based aeration control instead of a low DO control. This requires the installation of ammonia and nitrite-nitrate probes that increases the capital expenditures for that option. For operational flexibility, it may be advisable to incur the higher initial cost and install the needed infrastructure to allow for both modes of operation. Otherwise, Alternative 5 would provide the lowest cost option to meet the Regulation 85 effluent limits.

Regulation 31

The more stringent nutrient regulation (Regulation 31) is anticipated to be in effect near the end of the planning period. Meeting Regulation 31 limits requires an optimization of the secondary process as well, but also will need a tertiary process to provide the denitrification and chemical removal of DON and phosphorus to meet the limits of 2.01 mg TN/L and 0.17 mg TP/L.

Assuming that advanced aeration control strategies are already in place from the Regulation 85 improvements, the secondary process would be reconfigured slightly by relocating the internal mixed liquor recycle (IMLR) return to the front of the existing anaerobic zones, thereby emphasizing nitrogen removal in the secondary process rather than phosphorus removal. This turns the Alternative 5 and 6 configurations into Alternatives 7 and 8. This shift away from biological phosphorus removal in the secondary process is possible since the chemical removal of DON in the tertiary process would satisfy the phosphorus removal needs as well.

There are two tertiary alternatives that can be paired cost effectively with the secondary process selected, the DynaSand D2 system and the MBBR + CoMag alternative. The Dynasand D2 alternative is the least expensive option for capital and annual costs. This alternative has low power requirements and no polymer requirements. There is an approximately \$2 million difference between the two tertiary treatments over the planning period, but in terms of scale, that is approximately 4-percent of the total NPV cost. With an implementation that is a minimum of seven years away, it is recommended that Regulation 31 upgrades be conservatively budgeted for the slightly higher MBBR with CoMag Alternative, with the understanding that the cost for the two technologies be revisited shortly before design. With a rapidly-changing water treatment technology market, the cost differential between the two technologies may substantially differ by the time of design.

Alternative 7 is the mode of operation that would allow the low nitrogen limits to be met as currently modeled; however, the Alternative 8 mode of operation (Ammonia-based control) may be preferred in the long-run if main-stream deammonification can be introduced into the tertiary process. This is not currently a proven process, but there are indications that this may be a possible solution in the near future. If that is the case, the MBBR reactor can be used for this main-stream deammonification process reducing the need for supplemental carbon addition for nitrogen removal.



Section 1: Background

1.1 Plant Configuration

The James R. Dilorio Water Reclamation Facility (WRF) was originally constructed in 1939 and is located in on the southeast side of Pueblo, Colorado. Major upgrades to the facility have occurred in 1976, 1989, 2003 and 2013. The most recent facility upgrade project converted the facility from a trickling filter/solids contact process to a biological nutrient removal (BNR) process and installed an ultraviolet disinfection system. The facility's effluent is discharged to Segment 1a of the Lower Arkansas River.

1.1.1 Liquid Stream Configuration

1.1.2 Headworks

Raw wastewater from the City's sanitary collection system is sent into two influent diversion structures, one serving the 1989 headworks and the other serving the new headworks constructed in 2003. The primary mode of operation is to screen influent in the new headworks building where the flow is split into two channels, each with a magnetic flowmeter and 1/4-inch stair screen. The collected screenings are processed in a washer/compactor and hauled to a landfill for disposal. The secondary screening facility housed in the old headworks, used as backup or during peak flows, also has two screening channels with 1-inch front-cleaned climber screens.

From the screens, the flows continue into the Raw Sewage Pump Station to be combined with various WRF recycle flows including gravity thickener overflow, dissolved air flotation thickener (DAFT) supernatant, and dewatering centrate. The combined flows are pumped from the Raw Sewage Pump Station to the Vortex Grit Removal System. The wastewater is then lifted to the vortex grit system, principally by two, 72-inch diameter, enclosed screw pumps (capacity of 11.35 million gallons per day [MGD] per pump). Originally, there were four influent screw pumps. However, due to reliability and maintenance considerations, two screw pumps have been replaced, each with two submersible pumps (capacity of 5.5 MGD per pump). In 2003, two vertical turbine pumps (capacity of 5.4 MGD per pump) were installed to boost influent pumping capability. These pumps share the same wet-well level and operate in concert with each other by means of the supervisory control and data acquisition (SCADA) system. The total firm pumping capacity of all units mentioned herein is 44.5 MGD with the largest unit out of service (one screw pump).

Grit collected in the Vortex Grit Removal System is further processed in the grit classifiers and disposed of in a landfill.

1.1.3 Primary Treatment

From the Vortex Grit Removal system, the screened and degritted wastewater flows by gravity into two circular primary settling tanks for the removal of floatable and settleable solids. Each primary clarifier is 130 feet in diameter with a sidewater depth of 12 feet. Primary sludge is pumped to a grit hydrocyclone and then flows via gravity to the gravity thickener and the solids treatment process.

1.1.4 Secondary Treatment

Primary effluent flows by gravity to the secondary treatment process, which is comprised of a Johannesburg BNR Process consisting of return activated sludge (RAS) denitrification in the Pre-anoxic zone followed by Anaerobic, Anoxic and Oxic reactors. RAS is pumped from the secondary sedimentation tanks to a set of pre-anoxic zones for de-oxygenation and pre-denitrification. Primary effluent and RAS meet after the pre-anoxic zones and flow to the anaerobic zones for biological phosphorus release and uptake of readily biodegradable substrate and then to the anoxic zones for denitrification. An internal mixed liquor recycle (IMLR)

system brings nitrified mixed liquor effluent from the end of the oxic zones back to the anoxic zones for denitrification. There are four IMLR pumps in two pump stations, each pump rated at 10 MGD. This arrangement of unaerated reactors is known as the pre-anoxic/anaerobic/anoxic reactors (PAAR) complex. After the PAAR complex, the mixed liquor flows by gravity to eight completely mixed aerobic reactors for nitrification, phosphorus uptake and carbonaceous organics removal. The oxic reactors are equipped with DO probes, fine bubble diffusers and turbo blowers. The existing aeration control strategy at the Dilorio WRF consists of maintaining constant DO levels in the oxic reactor by changing the speed of the Turbo blowers.

After the BNR reactors, mixed liquor flows to three secondary clarifiers where the mixed-liquor suspended solids, as well as floating scum, are separated from the treated effluent. Each secondary clarifier is 120 feet in diameter and has a sidewater depth of approximately 16 feet. Secondary clarifier effluent flows by gravity to the UV Disinfection system. Four pumps, with a firm rated capacity of 19 MGD, convey RAS to the RAS splitter structure. Waste activated sludge (WAS) is diverted from the pumped RAS line into a WAS wetwell from which the WAS is pumped to the DAFTs.

1.1.5 UV Disinfection

The WRF uses UV disinfection for final treatment of the secondary effluent prior to discharge to the Arkansas River. The UV system is an Ozonia vertical lamp system. There are three channels with two modules per channel. Each module contains 36 lamps and there are 216 lamps total.

UV disinfected wastewater flows from the UV Building through the chlorine contact tanks effluent channel and is discharged to the Arkansas River. The old chlorine contact tanks are available as a temporary disinfection backup (using calcium hypochlorite tablets) if the UV system is offline.

1.1.6 Solid Stream Configuration

Primary sludge is thickened in the gravity thickener tank and the thickened sludge is pumped to the anaerobic digester complex consisting of four digesters. The WAS is pumped to the DAF process for thickening and then is pumped to the anaerobic digesters. The thickened solids are treated anaerobically in one of the two primary digesters (Digesters 1 and 2) operating in parallel and then transferred to Digester 3 and then Digester 4 which are operated in series. All the anaerobic digesters are operated in mesophilic mode. After digestion, the liquid sludge is routed to paved drying beds in the summer, or dewatered in centrifuges in the winter. Centrifuged biosolids are dewatered to approximately 18 percent solids, after which they are transferred to drying beds until the biosolids reach at least 70-80 percent solids. Biosolids are then hauled to the landfill for final disposal.

Section 2: Projected Flows and Loadings

The 2006 Master Plan served as the source for the projected flows and loadings with adjustments based upon an evaluation of recent population and flow data sets. While the 2006 Master Plan provided its wastewater characteristics based upon data from 2001 to 2005, this Master Plan provides current wastewater characteristics based upon data from January 2012 to January 2014, except where noted. The 2006 Master Plan also provided design wastewater characteristics that were computed for a projected population of 147,000 people. This population of 147,000 was also used in the 1989 redesign of the Pueblo WRF. This Master Plan has revised the population projections for the planning period to Year 2034, and these projections were employed to prepare the design wastewater characteristics.

2.1 2006 Master Plan

The 2006 Master Plan provided design wastewater characteristics for flow, BOD₅, and total suspended solids (TSS) for the facility to serve a projected population of 147,000 people. These wastewater characteristics for raw influent and resulting peaking factors were presented in Table TM2-5 of the 2006 Master Plan and are summarized in Table 1. The WRF was nearing its organic loading capacity and the maximum month BOD₅ rating of the facility was increased from 33,100 lb/d to 34,910 lb/d, as part of the 2013 WRF expansion.

The following is the design wastewater characteristics for the existing facility to serve a population of 147,000 people.

Table 1. 2006 Master Plan Design Wastewater Characteristics

Parameter	Annual Average (AA)	Maximum Month (MM)	Peak Day (PD)	MM:AA Peak Factor	PD:AA Peak Factor
Flow, MGD	15.7	19	30	1.21	1.91
BOD ₅ , lb/d	27,930	34,910	36,870	1.25	1.32
TSS, lb/d	33,810	39,560	42,260	1.17	1.25

1. Data provided from 2006 Master Plan, Table TM2-5

2.2 Data Comparison

The 2006 Master Plan also provided wastewater characteristics for flow, BOD₅, and TSS based upon influent data collected from 2001 to 2005. These wastewater characteristics were presented in Table TM2-2 of the 2006 Master Plan and are summarized in Table 2. For comparison, current plant influent flow, BOD₅, and TSS data from January 2012 through January 2014 were analyzed to update the design wastewater characteristics. Due to very high TSS values and a number of high BOD₅ values, the resulting peak factors were significantly higher than typical ranges often found in similar facilities. To adjust for those high peaking factors, individual daily concentration data for BOD₅ and TSS were eliminated if these values did not fall within three standard deviations of their corresponding annual average value. The resulting filtered data set was used to generate the current influent flow and loadings presented in Table 2.

Table 2. 2001-2005 and 2012-2014 Influent Plant Data Comparison

Parameter	Annual Average (AA)		Maximum Month (MM)		Peak Day (PD)		MM:AA Peak Factor		PD:AA Peak Factor	
	2001-2005 Plant Data ¹	2012-2014 Plant Data	2001-2005 Plant Data ¹	2012-2014 Plant Data	2001-2005 Plant Data ¹	2012-2014 Plant Data	2001-2005 Plant Data ¹	2012-2014 Plant Data	2001-2005 Plant Data ¹	2012-2014 Plant Data
Flow, MGD	11.1	10.2	14.2	11.0	16.9	14.20	1.28	1.08	1.52	1.40
BOD, mg/L ²	218	228	--	--	--	--	--	--	--	--
BOD, lb/d ²	20,035	19,266	25,070	22,194	26,510	28,138	1.25	1.15	1.32	1.46
TSS, mg/L ²	259	332	--	--	--	--	--	--	--	--
TSS, lb/d ²	23,945	28,104	27,920	31,556	30,000	57,058	1.17	1.12	1.25	2.03

1. Data from 2001-2005 provided from Table TM2-2 in the 2006 Master Plan.

2. 2012-2014 BOD and TSS values are filtered data.

In comparison to the 2001-2005 influent data, current average TSS and BOD₅ concentrations increased by 28 percent and 5 percent respectively while the average annual flow decreased by approximately 8 percent. This is a similar scenario that other Front Range wastewater utilities are experiencing; reduction in wastewater flow due to water conservation measurements resulting in an increase in concentrations.

As a result, when comparing the peak factors, the current flow peak factors are lower than those reported in the 2006 Master Plan. In terms of the loading peak factors, the current maximum month to annual average factors are close although slightly lower than those reported in the 2006 Master Plan; however, the peak day-to-annual average peak factors are significantly higher. The current TSS peak day factor is 62 percent and the BOD₅ peak day factor is 11 percent higher than those in the 2006 Master Plan.

2.3 Population Projections

The 2006 Master Plan's population projections serve as the basis for the population projections presented in this Master Plan. According to the 2006 Master Plan, the redesign of the Pueblo WRF that was completed in 1989 was based on serving a population of 147,000.

Table 3 presents the population for the City of Pueblo in 2000, 2003, and 2010, as reported by the U.S. Census Bureau and the annual rate of population change, as computed using that data. The computed annual rates of change show that between 2000 and 2003, the annual rate of population change was 0.50 percent, but this decreased to 0.41 percent when computing the annual rate of change over a larger timeframe from 2000 to 2010.

Table 3. U.S. Census Population

U.S. Census Population	Population	Annual Change
2000	102,121	--
2003	103,648	--
2010	106,595	--
Annual Change 2000 to 2003	--	0.50%
Annual Change 2000 to 2010	--	0.44%
Annual Change 2003 to 2010	--	0.41%

In the 2006 Master Plan, growth rates of 1 percent and 0.5 percent were assumed. The 1 percent growth rate was provided by the City of Pueblo Department of Planning and Development and 0.5 percent growth rate was estimated by the United States Census Bureau. Figure 1 shows the projected population with a 1 percent and 0.5 percent increase per year from the 2006 Master Plan. Based on these projections, it is estimated that the population in Year 2035 will be between 122,000 and 143,000 people.

Based upon an annual growth rate of 0.41% over the past 10 years in Pueblo, a 0.5 percent annual growth rate will be used for estimating future flows and loadings and evaluating facility capacity for this Master Plan. Assuming the 0.5 percent growth increase, the 2014 population is estimated to be approximately 109,000 people.

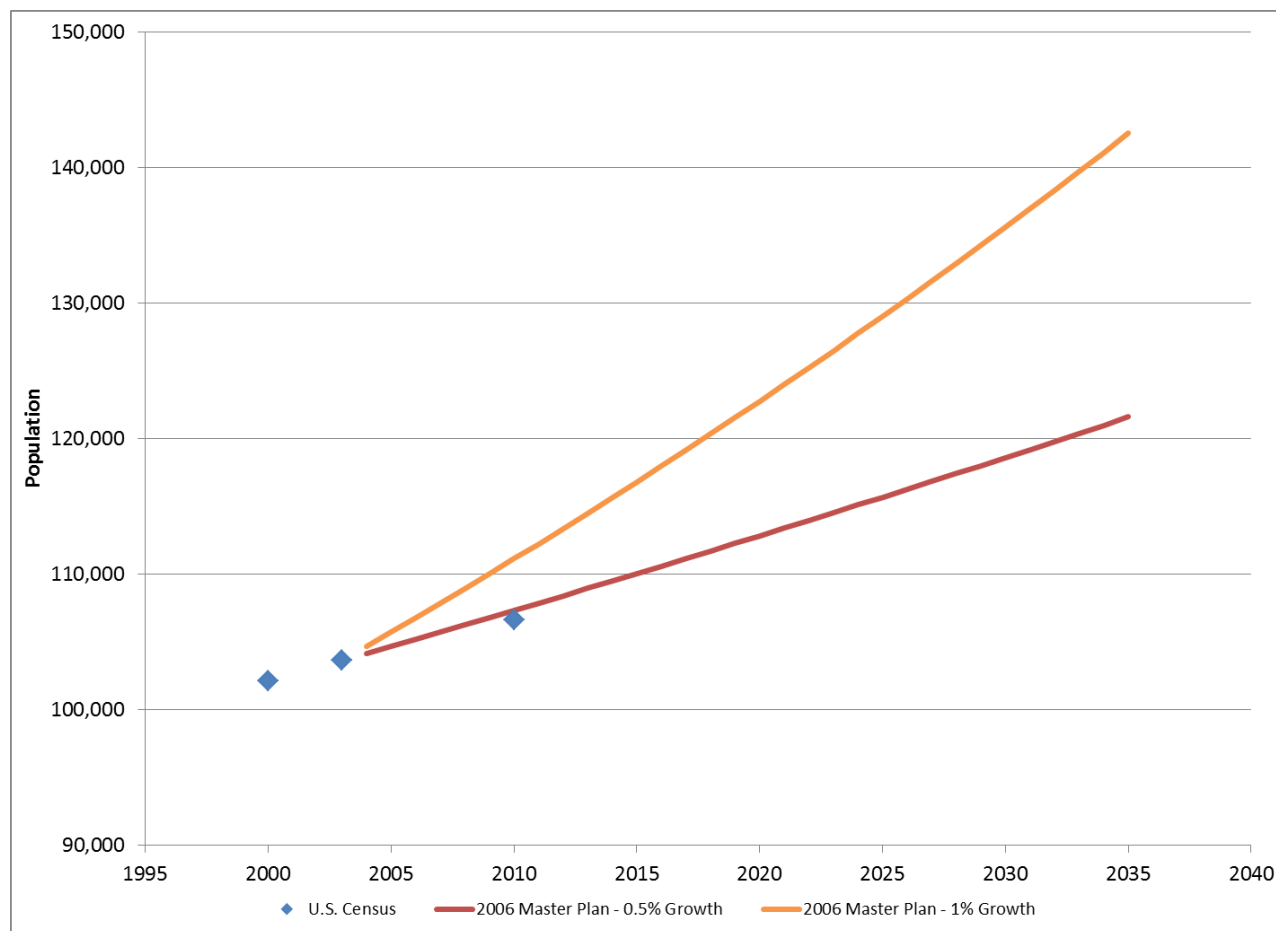


Figure 1. Census Population and Projected Growth

2.4 Projected Flows and Loadings

Influent flows, along with flow peaking factors, have decreased significantly since the 2006 Master Plan. In comparison to the annual average and maximum month influent flows presented in the 2006 Master Plan, the City of Pueblo has experienced a decrease of approximately 8 and 22 percent, respectively, for data analyzed between January 2012 and January 2014. Figure 2 shows the daily influent flow data recorded from January 2012 through January 2014. Significant flow events occurred recently on August 7, 2013 and September 15, 2013. August 7, 2013 had the highest 24-hour rainfall event during the period of record of 1.89 inches, while a significant flooding event occurred on September 15, 2013 around Pueblo County.

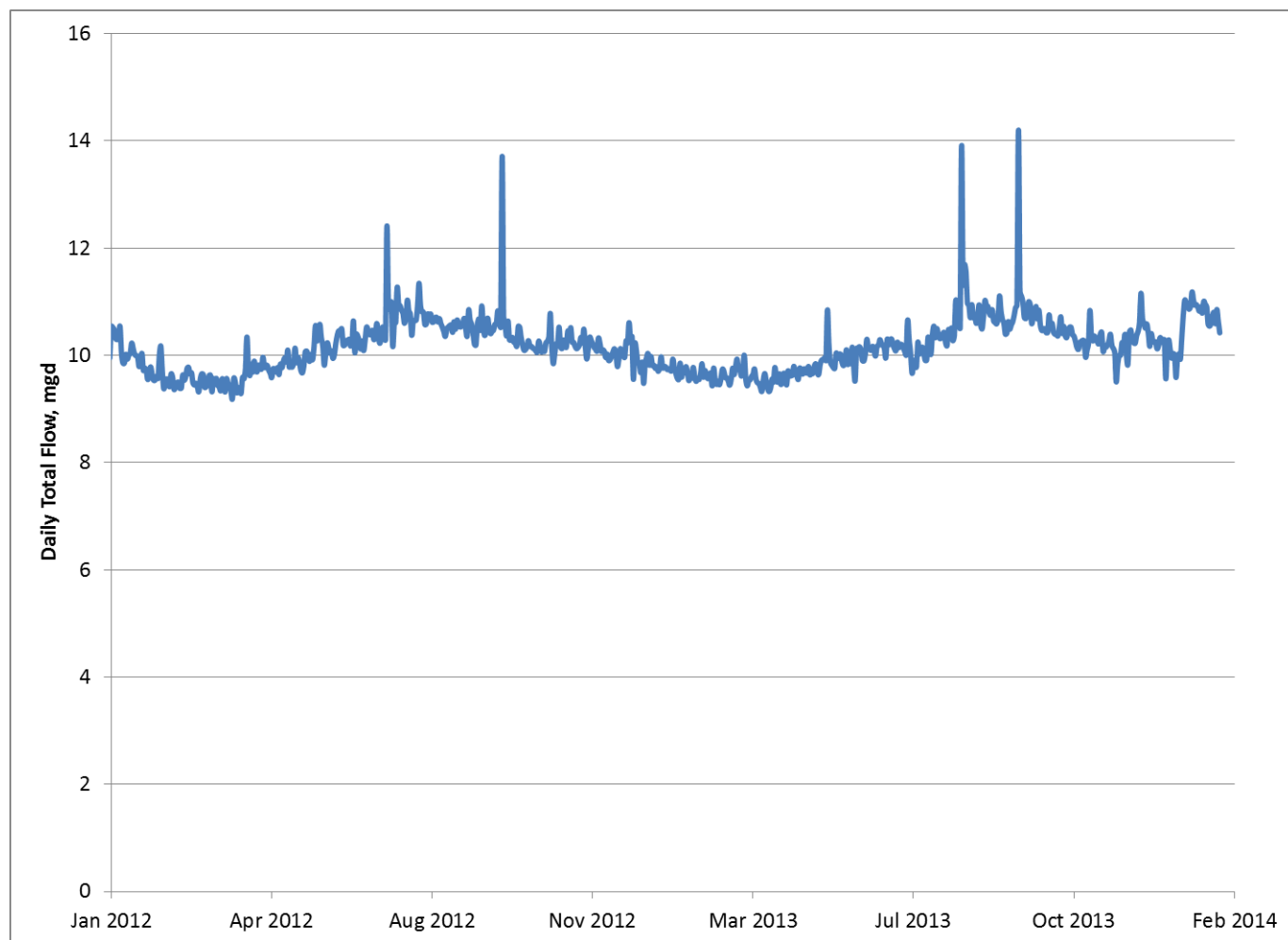


Figure 2. Daily Total Flow January 2012 – January 2014

Table 4 presents the flow and load unit factors from the 2006 Master Plan and those calculated based on recent plant data and the projected 2014 population of 109,493. As discussed previously, the influent flow per capita has decreased in recent years; however, the TSS and BOD₅ concentrations and loads have increased. In the 2006 Master Plan, the projected maximum month influent flows were based on 107 gallons per capita per day (gpcd) and a maximum month flow peaking factor of 1.21. Assuming the projected 2014 population, the resulting flow per capita is 93 gpcd, significantly lower than the 107 gpcd value previously adopted. While the BOD₅ loading unit factor, in pounds per capita per day (ppcd), is similar to the 2006 Master Plan value, the TSS loading unit factor is higher.

Table 4. Summary of Influent Flow and Load Unit Factors		
Parameter	2006 Master Plan	2012- Jan 2014 Plant Data (Filtered)
Gallons, gpcd	107	93
BOD ₅ , ppcd	0.19	0.18
TSS, ppcd	0.23	0.26

1. 2012-2014 values are based on the 2014 population of 109,493 (0.5% growth) projected in the 2006 Master Plan

2.4.1 Flow Projections

For the basis of this study, 93 gpcd will be used to adjust the future flow projections utilizing the same 2006 population projections. For the TSS and BOD₅ unit factors, the values from the 2006 Master Plan (Table 2) will be assumed for projecting future loadings with exception to the TSS per capita value. In addition, the design peaking factors presented in Table 2 will serve as the basis for future design scenarios. Table 5 below presents a summary of the design unit factors and peaking factors assumed for this Master Plan. It is assumed that TSS loadings will not increase as significantly as recent plant data has shown.

Table 5. Master Plan Design Values				
Parameter	Gallons per capita, gpcd	Load per capita, ppcd	MM:AA Peak Factor	PD:AA Peak Factor
Flow	93 ¹	--	1.21	1.91
BOD	--	0.19	1.25	1.32
TSS	--	0.26 ¹	1.17	1.25

1. Flow and TSS load per capita values were updated from the values presented in the 2006 Master Plan.

The adjusted projections shown in Figure 3 are based on the lowered flow per capita value of 93 gpcd and the 2006 Master Plan design maximum month peaking factor of 1.21. Figure 3 shows both the 2006 Master Plan and adjusted flow projections in addition to the maximum month flows values reported from the 2001-2005 (shown in Year 2003) and 2009-2014 plant data sets for comparison. Considering the reduction in flows since the 2006 Master Plan and very modest growth, the adjusted flow projection (shown in red) will be assumed for this Master Plan update.

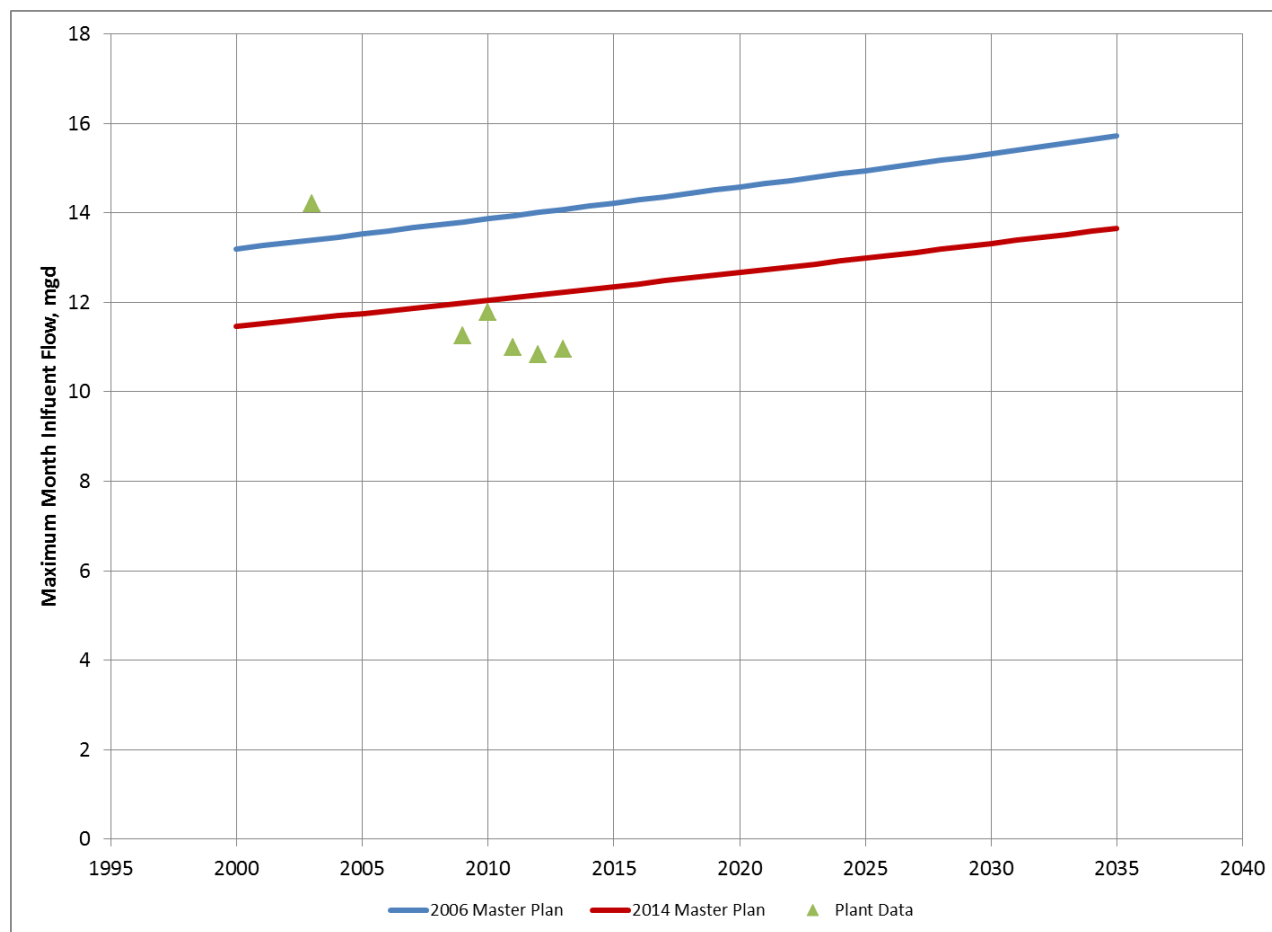


Figure 3. Influent Flow - Plant Data and Projections

2.4.2 BOD₅ Loading Projections

In the 2006 Master Plan, the projected maximum month influent BOD₅ loads were based on 0.19 ppcd and, erroneously, a peak day flow-to-annual average peak factor of 1.32. The maximum month-to-annual average peaking factor of 1.25 should have been used instead. This error has been corrected for this Master Plan so that the maximum month-to-annual average peaking factor of 1.25 is used to project maximum month influent BOD₅ loads as shown in Table 5.

Figure 4 presents the maximum month BOD₅ load as a function of time from 2000 to 2035. This includes the maximum month BOD₅ load projections for this Master Plan and from the 2006 Master Plan. Actual influent plant data are also shown for 2001 to 2005 and 2009 to January 2014. The influent BOD loadings from 2009 to January 2014 are shown by year, indicated by green triangles. The influent data for 2000 to 2005 was represented by only one data point in the 2006 Master Plan, so it is shown as one green triangle rather than by year on Figure 4. The 2006 Master Plan recommended increasing the maximum month BOD₅ load capacity permit rating from 33,100 ppd to 34,910 ppd in order to serve a design population of 147,000 people. The permit design rating was increased to 34,910 ppd, and this is shown on Figure 4. The 80 percent design trigger of 27,928 ppd can also be seen.



Figure 4. Maximum Month BOD₅ Loads – Plant Data and Projections

2.4.3 TSS Loading Projections

The TSS design rating of the existing facility is 39,360 lb/d. In the 2006 Master Plan, the projected maximum month influent TSS loads were based on 0.23 ppcd and a maximum month flow peaking factor of 1.17. Recent plant data (filtered) indicates a higher TSS rate of 0.26 ppcd but a lower maximum month flow peaking factor of 1.12 compared to the 2006 Master Plan design values. The peak day peaking factor determined from recent plant data (filtered) is significantly higher than the 2006 Master Plan values: 2.03 versus 1.25. If the plant data was not filtered for outliers, the TSS rate would increase to 0.27 ppcd and the peak day peaking factor would increase from 2.03 to 4.20.

For the purpose of this study, the filtered TSS rate of 0.26 ppcd and the design maximum month peaking factor of 1.17 was used to project the TSS loads to 2035. Figure 5 shows the maximum month TSS loadings reported from the 2001-2005 (shown in Year 2003) in addition to the reported maximum month TSS loading data from January 2009 through 2013 (shown as green triangles). The red line on the graph represents the projected maximum month TSS loading projection for this master plan update (TSS projections were not provided in the 2006 Master Plan and could not be shown for comparison). As noted earlier, the plant reported TSS values are significantly higher in recent years than in the past.

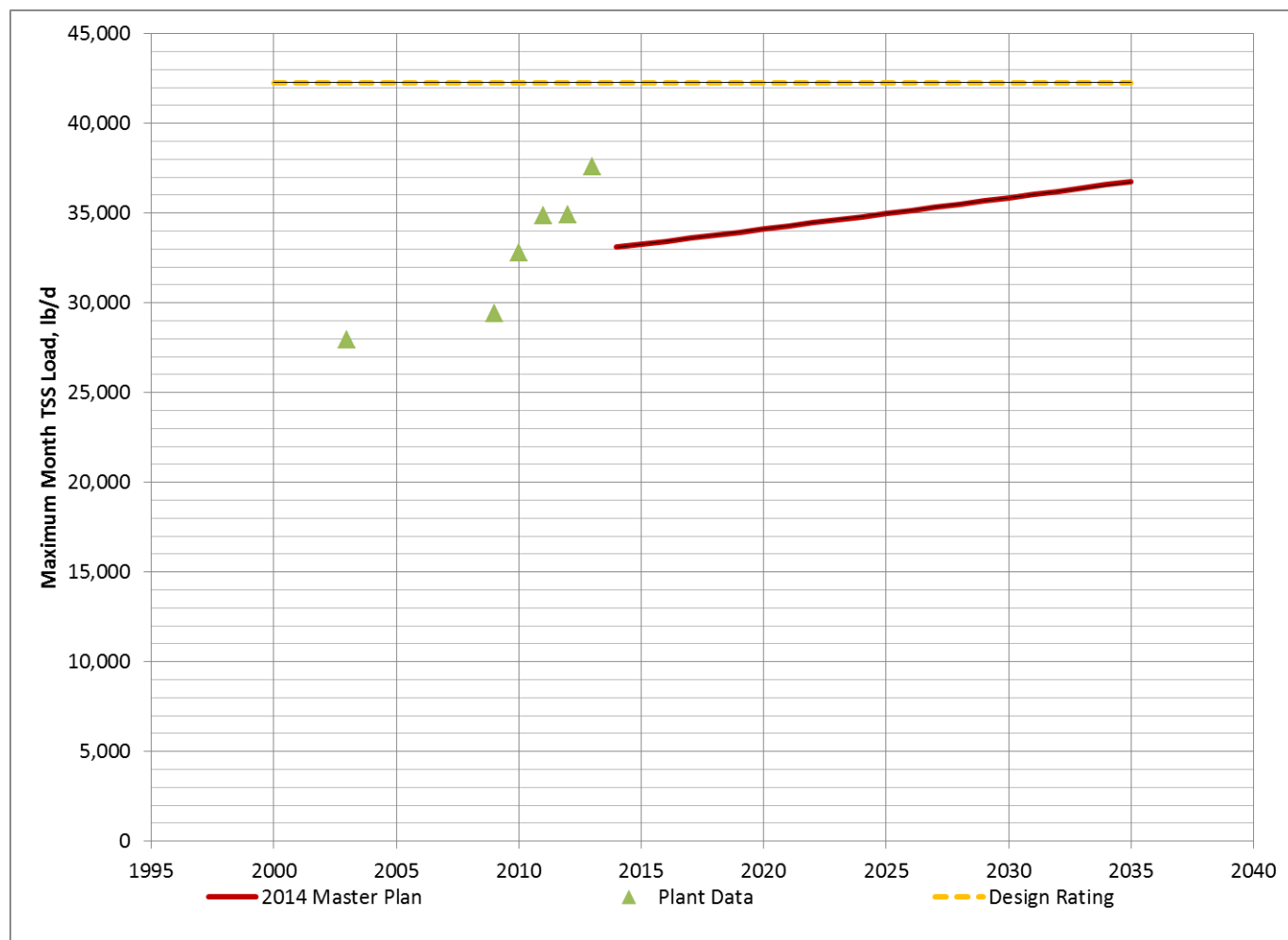


Figure 5. Maximum Month TSS Loads – Plant Data and Projections

2.4.4 Flows and Loading Summary

Table 6 presents the current and projected flow and loadings that will be assumed for this Master Plan update. The 20-year maximum month flow and associated organic load do not exceed the design ratings of the facility; however the projection shows that the 80 percent BOD₅ loading design trigger will be reached in the 2027 timeframe. Based on recent data, the facility is at 67 percent of its design rated organic capacity. The alternatives discussed in the subsequent sections will be designed to accommodate higher TSS and BOD₅ loadings; therefore, the City should include an organic loading rerating of the facility near the tail end of the planning period.

Table 6. Current and Projected Influent Flows and Loadings

	Permitted Limit	80% Design Trigger	Plant Data	Projections			
			2012-2014	2019	2024	2029	2034
Maximum Month Flow, MGD	19.0	15.2	11.0	12.6	13.0	13.3	13.3
Maximum Month BOD ₅ Load, lb/d	34,910	27,928	22,200 ¹	26,700	27,300	28,000	28,700
Maximum Month TSS Load, lb/d	39,360	N/A	31,600 ¹	33,900	34,800	35,700	36,600

1. Filtered plant data.

Section 3: Hydraulic Capacity Analysis

As part of this 2015 Master Plan update, a hydraulic profile of the Dilorio WRF was created and used to evaluate the hydraulic conditions throughout the plant based on an understanding of current operations. Black & Veatch last updated the hydraulic profile of the WRF during the last expansion project during which the PAAR Reactors and UV channels were added. This new hydraulic profile model was used to verify the existing conditions and provide a base with which hydraulic design considerations for new process areas and hydraulic elements could be determined. The hydraulic modeling was also used to identify any existing areas of hydraulic concern, but as an increase in hydraulic capacity is not currently being proposed, it is expected that the model will verify that current facility is adequate for the design flow conditions.

BC developed the hydraulic profile simulation model of the WRF using its in-house proprietary software called PROFILE. In using this software, hydraulic elements and flow data from as-built drawings were entered into the model to represent the physical process areas and liquid stream flow patterns through the plant. The program's software performs a series of hydraulic calculations to determine the hydraulic and energy grade elevations or water surfaces throughout the plant.

The hydraulic modeling effort was run concurrently with process-related modeling to ensure that both the hydraulic and treatment capacities were taken into consideration. Liquid stream flows from the headworks to the plant outflow at the Arkansas River are included in the model. Flow for the solids streams, pumped flow streams, and chemical streams were not modeled as the PROFILE model is not directly applicable to these streams.

3.1 Current and Design Flows

Influent flow projections based on population growth, per capita flows, and observed peaking factors for average day, maximum month, and peak day flow conditions were discussed in Section 2.4.1. These flow conditions are used for process design; and subsequently, the hydraulic design must ensure that the various hydraulic elements control the flow through the plant as designed.

However, at higher peak hour and instantaneous flow rates, process control is not the primary concern. At these high flow rates, the design objective is to ensure flow is able to pass through the WRF without overtopping walls, preferably with adequate freeboard (~2 ft). Therefore, conditions that would not be acceptable at lower flows, such as submerged weir or flume conditions, may be acceptable at peak hour or wet weather peak flows. These will be evaluated on a case by case basis to ensure plant objectives are being met.

BC used the Peak Hour-to-Max Month peaking factor of 1.74 and the Peak Instantaneous-to-Max Month factor of 2.21 as identified in the Ammonia and Nutrient Removal Project design drawings (Black & Veatch, 2010). These flows, as well as the historical flow summary for the year 2013, are presented in Table 7. As Table 7 shows, the predicted flows through the planning period are more than 25% below the existing design capacity of the facility. Therefore, performing the hydraulic investigations at the permitted design capacity of the facility will satisfy the needs of the facility through the planning period and beyond.

Table 7. Dilorio WRF Flow Projections

Year	Projected Population	Annual Average Flow (MGD) ^a	Maximum Month Flow (MGD)	Peak Hour Flow (MGD) ^b	Wet Weather Peak Instantaneous Flow (MGD) ^c
2013 ^d	109,000	10.1	11.0	N/A	N/A
2015	110,000	10.2	12.4	21.6	27.4
2025	116,000	10.7	13.0	22.6	28.7
2034	121,000	11.2	13.6	23.7	30.1
Design	169,000	15.7	19.0	33.0	42.0

a. Wastewater flow projections are based on population estimates multiplied by wastewater flow factors and per capita use.

b. Peak Hour Flow based on 1.74 ratio of Peak Hour Flow:Max Month Flow.

c. Peak Instantaneous Flow based on 2.21 ratio of Wet Weather Peak Instantaneous Flow:Max Month Flow.

d. Dilorio WRF historical flow measurements for 2013.

3.2 Model Description

PROFILE is a proprietary program developed by BC to aid in estimating hydraulic and energy grade lines in water and wastewater treatment plants. The program is based upon the conservation of energy principle and calculates the hydraulic profile from the energy gradient.

The energy grade is the fundamental reference for the profile calculations. All energy losses are applied to the energy grade rather than to the hydraulic grade. The hydraulic grade is determined by subtracting the velocity head from the energy grade. In open channels, this calculation is iterative, employing the standard step method to determine energy losses for each section based on flow velocity.

As with hand calculations, PROFILE sums losses along the profile beginning at the downstream end of the treatment plant or hydraulic section and proceeding in the upstream direction. PROFILE automatically calculates the normal depth of flow for each conduit based on down-stream conditions and the energy grade line to determine if flow will be open-channel or pressurized. In open channel sections, frictional losses are calculated using Manning's equation. In pressurized conduits, frictional losses are calculated using the Darcy-Weisbach friction method. Energy loss due to bends, constrictions, and changes in channel geometry are calculated by applying a friction loss (k) factor to the velocity head, where k factors are estimated by standard methods.

The calculations employed by PROFILE are accurate and reliable for estimating hydraulic and energy grade lines along a single flow path throughout a wastewater treatment plant. While this is generally sufficient for designing wall heights and hydraulic control elevations within a plant, there are certain hydraulic conditions that cannot be represented using PROFILE. The pertinent limitations of this model include:

1. PROFILE is a steady-state flow model, meaning that all calculations rely on a constant flow rate within each calculation section. Therefore, PROFILE will not estimate hydraulic profile changes over time due to fluctuations in flow.
2. PROFILE is a one-dimensional model, based solely upon continuity and the conservation of energy along a single flow path. PROFILE does not account for two-dimensional and three-dimensional flows, or momentum effects of the fluid.
3. Since PROFILE is a one-dimensional model, flow splits must be calculated iteratively. PROFILE can support iteration of two parallel flow streams. To calculate more than two parallel flow streams, the engineer must manually iterate to a solution using multiple models.

4. PROFILE does not explicitly account for the effect of gas hold-up from aeration and agitation air on energy losses along tanks and channels. Instead, the engineer may estimate these effects by adjusting the friction loss coefficients, namely Manning's "n" in open channels.

3.3 Key Assumptions

Table 8 provides a list of the major process areas reviewed and a summary of the number of units assumed to be online during the hydraulic capacity evaluation.

Table 8. Units Online		
Area	Number of Units	Number of Units Assumed Online
Bar Screen Channel	4	2
Influent Parshall Flume	1	1
Grit Vortex Tank	1	1
Primary Clarifiers	2	2
PAAR Complex	2 Trains	2
Oxic Basins	8	8
Secondary clarifiers	3	3
UV Building Channels	3	3
Chlorine Contact Chamber	1	0
Effluent Parshall Flume	1	1

a. The 100-year floodwater surface elevation of 4,628.53 feet was used for the Arkansas River.

Downstream Conditions:

The effluent from the WRF is sent to the Arkansas River and the hydraulic elevation of the river at that outfall is the starting point of the hydraulic profile. The level of the river fluctuates seasonally and with flood events, so for this modeling effort a fixed 100-year floodwater surface elevation of 4,628.53 feet identified in the previous Black & Veatch design was used for the Arkansas River.

Recycle flows:

Current recycle flows rates were based upon the operational conditions established during the previous design and are summarized below:

- RAS was set to 125 percent of influent flow, for max month and peak hour flows
- RAS was set to 75 percent of influent flow, for peak instantaneous flow
- MLR was set to 300 percent of influent flow, for max month and peak hour flows
- MLR was set to 200 percent of influent flow, for peak instantaneous flow

3.4 Modeling Results

The results of the hydraulic modeling for the liquid stream are presented in Table 9 and graphically as Figure 1: Existing Hydraulic Profile in Attachment A.

Location	MMF (feet)	PHF (feet)	PWWF (feet)	Top of channel elevation	Freeboard at PHF (feet)	Freeboard at PWWF (feet)
Bar Screen Influent	23.59	24.34	24.76	35.33	10.99	10.57
Bar Screen Effluent	23.53	24.25	24.65	35.33	11.08	10.68
Upstream of Headworks Parshall Flume	23.51	24.23	24.63	35.33	11.10	10.70
Headworks Effluent Box	23.50	24.22	24.62	28.03	3.81	3.41
Grit Chamber	49.30	49.91	50.26	52.47	2.56	2.21
Grit Chamber Effluent	44.61	45.40	46.95	52.47	7.07	5.52
Primary Clarifier	44.38	44.71	45.84	47.83	3.12	1.99
Primary Clarifier Effluent Box	43.83	44.71	45.80	47.83	3.12	1.99
PAAR (Anaerobic zone A)	43.40	44.70	44.08	45.66	0.96	1.58
PAAR Effluent Box Weir	43.31	43.23	43.42	45.66	2.43	2.24
PAAR Effluent Box	41.28	41.00	41.87	45.66	4.66	3.79
Oxic Reactors Influent Channel	40.61	40.51	40.87	43.33	2.82	2.46
Oxic Reactors Effluent Channel	39.35	39.43	39.70	43.33	3.90	3.63
Effluent Box to Secondary Clarifier	35.28	35.45	36.94	43.33	7.88	6.39
Secondary Clarifier	34.69	34.74	35.89	37.16	2.42	1.27
Secondary Clarifier Effluent Box	33.30	34.21	35.59	37.16	2.95	1.57
Junction Box No. 1	33.08	33.67	34.72	36.00	2.33	1.28
UV Influent Channel	32.97	33.37	34.24	34.25	0.88	0.01
UV Channel (Downstream of Lamps)	32.88	33.07	33.76	34.25	1.18	0.49
UV Effluent Channel	31.27	32.67	33.69	34.25	1.58	0.56
Junction Box No. 2	31.16	32.32	33.13	36.00	3.68	2.87
Chlorine Contact Bypass Channels	31.01	31.87	32.41	35.63	3.76	3.22
Chlorine Contact Bypass Channels Weir	30.64	31.04	31.29	34.13	3.09	2.84
End of Chlorine contact bypass channels	29.18	29.65	30.06	34.13	4.48	4.07
Upstream of Effluent Parshall Flume	28.82	28.95	29.03	35.85	6.90	6.82
100 Year Flood Elevation at Outfall	28.53	28.53	28.53	N/A	N/A	N/A

3.5 Summary

In reviewing the output of the hydraulic model for the existing WRF, a number of discrepancies were observed between this model and the hydraulic profile constructed by Black & Veatch during the previous design. However, with the exception of one location during peak wet weather flows, the differences were minor and do not show any areas of concerns from a hydraulic standpoint. The model shows that during these peak wet weather flows of 42.0 MGD, a constriction exists in the chlorine contact effluent channel that raises the hydraulic grade line back into the UV channels. At that condition, the hydraulic grade is essentially even with the top of the UV channels.



However, as this analysis was performed at design wet weather flows of 42.0 MGD, there is not an immediate need to mitigate this constriction. Through the 20-year planning period, the peak wet weather flow is expected to be 30.1 MGD, in which case nearly a foot of freeboard is still available. Therefore, no specific improvements are currently necessary to meet the projected peak flow rates through the design period.

This model will be used to determine which hydraulic considerations will need to be taken into account for the liquid stream improvements proposed for upcoming Regulation 85 and Regulation 31 limits. These improvements are discussed in Sections 6 and 7.



Section 4: Future Regulatory Requirements

The planning horizon for this Master Plan update is 20 years (2015-2034). There are two principal regulatory driven design conditions that need to be considered during the design period. The first are the Regulation 85 effluent limits that are expected to be included in Pueblo's operating permit in 2015. The second are the Regulation 31 limits that are expected to be in the permit by 2023.

Regulation 85 includes effluent requirements for Total Inorganic Nitrogen (TIN) at 15 mg/L and Total Phosphorus at 1.0 mg/L, both as annual running median values. TIN constitutes ammonia, ammonium, nitrate and nitrite. As discussed in TM No.1, it is possible that the facility will have a maximum day TIN limit of 16 mg/L due to a drinking water source downstream.

Regulation 31 includes effluent requirements for Total Nitrogen (TN) at 2.01 mg/L and Total Phosphorus at 0.17 mg/L, both as annual running median values. TN includes TIN and Organic Nitrogen.

Table 10 presents the current and future permit limits anticipated for the Dilorio WRF.

Table 10. Dilorio WRF Permit Limits									
Phase	Date Effective	Ammonia-Nitrogen (mg/L) ¹		TIN-Nitrogen (mg/L)			TN-Nitrogen (mg/L) ³	TP-Phosphorus (mg/L)	
		30-Day Average	Daily Maximum	Daily Maximum	Annual Median ²	95th Percentile		Annual Median ⁴	95th Percentile
Existing Permit	In Effect	8.7	19.2	N/A	N/A	N/A	N/A	N/A	N/A
Permit Renewal	2014/2015	6.4	25	N/A	N/A	N/A	N/A	N/A	N/A
Regulation 85	2020	6.4	25	16 ⁵	15	20	N/A	1.0	2.5
Regulation 31	Expected 2027	6.4	25	16 ⁵	N/A	N/A	2.01	0.17	N/A

1. Ammonia limits vary monthly. Values listed are most restrictive monthly values for the year. Ammonia limits are assumed to continue at the same levels under Regulation 85 and Regulation 31, but are not specifically part of those regulations. The actual values may vary slightly.

2. Total Inorganic Nitrogen (TIN-N) limit is a rolling annual median. The TIN limit is assumed to continue into the Regulation 31 time frame but is not specifically part of that regulation.

3. Total Nitrogen (TN-N) limit is a rolling annual median.

4. Total Phosphorus (TP-P) limit is a rolling annual median under both Regulation 85 and Regulation 31.

5. Not required under Regulation 85 or 31. Daily maximum TIN limit based on the possible inclusion of water supply standards into future permits.

4.1 Regulation 85 Nutrient Grant Design Project

The City of Pueblo received a grant from the Colorado of Public Health and Environment (CDPHE) Nutrient Grant Program to meet the Regulation 85 requirements with the design and construction of a primary sludge fermenter and chemical feed facilities. The purpose of fermenting the thickened primary sludge was to generate short chain volatile fatty acids (VFAs) to feed to the BNR process for additional nutrient removal, especially biological phosphorus removal. The chemical feed facilities were to provide additional phosphorus removal by chemical precipitation. However, due to the cost of the fermenter complex, it was decided that the volatile fatty acids would instead be directly fed to the secondary process in the form of acetic acid. The chemical feed facilities are in the process of being redesigned to accommodate the acetic acid feed. Details of these processes are further discussed in Section 6.

As part of the Nutrient Grant Project, the City undertook a pilot investigation of tertiary solid-liquid separation technologies in conjunction with the addition of metal salt coagulants to determine their effectiveness in meeting future Regulation 31 phosphorus and nitrogen effluent limits. The results of this testing are discussed in Sections 6 and 7.

Section 5: Process Model

As part of this update, process modeling using the BioWin™ simulator (EnviroSim Associates, LTC, Ontario, Canada) was conducted to evaluate future process scenarios. For the purpose of this analysis, all the scenarios were simulated at the same design loading conditions depicted in Table 11. With WRF being limited by the permitted max month CBOD₅ capacity of 34,910 lb/day, the remainder of the design conditions were scaled to match that influent flow condition.

Table 11. Future Design Conditions	
Parameter	Value
Influent Flow (MGD)	
Annual Average Daily Flow	15.3
Maximum Month Flow	16.5
Peak Instantaneous Flow – 25 year	26.5
Influent Temperature (degree C)	
Annual Average	19
Minimum Month	15
CBOD ₅ Load (lb/d)	
Annual Average	31,280
Maximum Month	34,910
TSS Load (lb/d)	
Annual Average	42,200
Maximum Month	47,240
TKN Load (lb/d)	
Annual Average	4790
Maximum Month	5360
TP Load (lb/d)	
Annual Average	650
Maximum Month	725

1. Design loadings based upon current permitted maximum month BOD₅ loading capacity of 34,910 lb/d.

A calibrated BioWin™ model of the Dilorio WRF was developed based on recently constructed process upgrades to the facility. Discussions and findings from this modeling effort are described in the Whole Plant Simulation Model Development and Calibration Technical Memorandum (2014). This model serves as the basis for evaluating future flow and loadings conditions in addition to recommended process improvements and future treatment options. The current facility configuration as shown in BioWin™ is presented below.

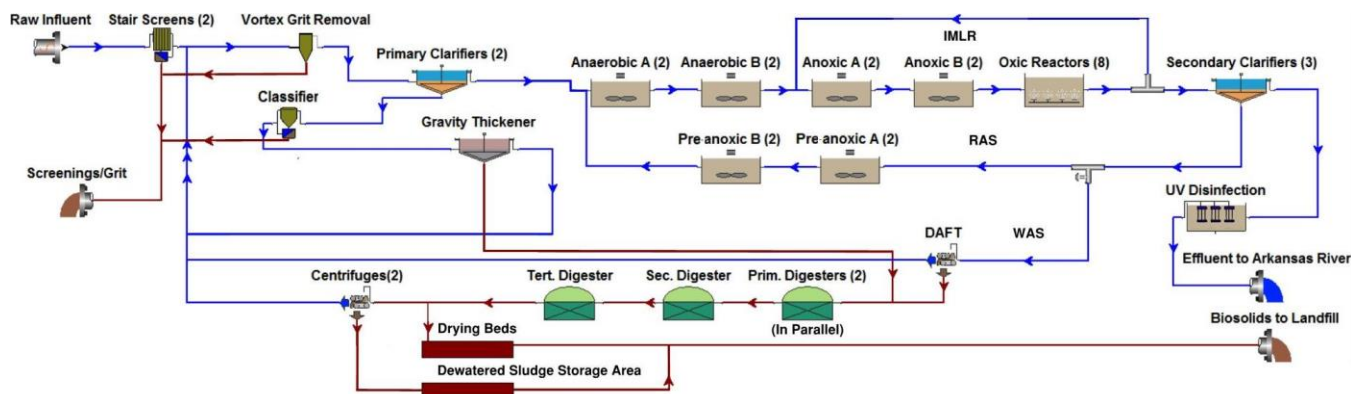


Figure 6. BioWin™ Model Configuration for the Dilorio WRF – Existing Configuration

5.1 Simulated Facility Performance Under Future Conditions

Table 11 shows the future loading conditions used for simulating the future conditions at the Dilorio WRF. It should be noted that for the purpose of this analysis, the WRF was simulated at the maximum month BOD_5 loading capacity of 34,910 lb/d as stated in its permit. Table 12 summarizes the basis of design and existing operating conditions for the important process units at the WRF.

Table 12. Current Plant Configuration Capacity and Performance

Unit Process	Parameter	Design	Design Capacity	Planning Period Capacity Required
Headworks	Screens	2 stair screens with ¼" openings (primary) 2 climber screens with 1" openings (backup)	Stair screens: 42 MGD PHF	23.7 MGD PHF
	Channels	2 influent channels with magnetic flowmeters	>42 MGD PHF	23.7 MGD PHF
	Influent pumping to grit chamber	2 Screw, 2 Vertical, 4 Submersible Pumps	Capacity with largest unit out of service: 44.5 MGD	23.7 MGD PHF
	Grit chamber	1 Vortex grit chamber	42 MGD PHF	23.7 MGD PHF
Primary Clarifiers	Number	2	3,000 gpd/sf (occurs at 88.5 MGD PHF)	803 gpd/sf (occurs at 23.7 MGD PHF)
	Diameter to weir, to outer wall	130 ft, 137 ft		
	Side wall depth	12 ft		
	Surface overflow rate at PHF	1,119 gpd/sf (2 clarifier online)	40,000 gpd/lf (occurs at 32.7 MGD PHF)	28,971 gpd/lf (occurs at 23.7 MGD PHF)
	Weir loading rate at PHF	40,401 gpd/lf (2 clarifiers online)		
PAAR Complex	Number of trains	2	N/A	N/A
	Preanoxic Volume at MMF	0.22 MG total		
	Anaerobic Volume at MMF	0.82 MG total		

Table 12. Current Plant Configuration Capacity and Performance

Unit Process	Parameter	Design	Design Capacity	Planning Period Capacity Required
	Anoxic Volume at MMF	1.1 MG total		
	IMLR Pumps Firm Capacity	38 MGD		
Aerated Reactors	Number of reactors	8	12,480 scfm (average) 19,200 scfm (peak)	10,500 to 18,000 scfm average diffuser airflow depending on selected alternative
	Total Volume at MMF	4.1 MG		
	Basin Depth at MMF	13.9 and 14.8 feet		
	Aerobic SRT	8 days		
	MLSS	3,100-3,300 mg/L		
	Total # Diffusers	7,444		
	Blowers Firm Capacity	20,800 scfm		
Secondary Clarifiers	Number	3	600 gpd/sf (occurs at 20 MGD MMF)	401 gpd/sf (occurs at 13.6 MGD MMF)
	Diameter	120 ft		
	Surface Overflow Rate at MMF	560 gpd/sf		
	RAS Pumps Firm Capacity	19 MGD		
UV Disinfection	Number of channels	3	42 MGD PHF	23.7 MGD PHF
	UV dose	30,829 mJ/cm ²		

Section 6: Process Evaluation to Meet Regulation 85

A number of alternatives were evaluated for improving the current process and enhance the performance of the WRF to meet the future Regulation 85 for total nitrogen and total phosphorus concentrations as discussed in Section 4. Summary descriptions for each alternative are described in this Section. The BioWin™ model presented in Section 5 was used to simulate these alternatives and the pertinent modeling results for all the alternatives are discussed below.

6.1 Alternative 1: Existing Liquid Process Configuration

This alternative is the current process configuration at the Dilorio WRF and is used as a baseline for comparing the performance of the alternatives analyzed during this update. The current process configuration at the Dilorio WRF begins with preliminary treatment and primary clarification. Primary effluent flows to the PAAR reactors where it mixed with preanoxic RAS effluent, for biological phosphorus release and denitrification. Mixed liquor flows from the PAAR complex to the oxic reactors for carbonaceous organics removal and nitrification. Nitrified mixed liquor is returned to the anoxic zones of the PAAR complex for denitrification as shown in Figure 6. After the oxic reactors, mixed liquor flows to the secondary clarifiers for final solids-liquid separation, UV disinfection and final discharge. RAS from the secondary clarifiers is pumped to the pre-anoxic zones in the PAAR complex while WAS is sent to the DAFT for thickening. Gravity thickened primary sludge and thickened WAS are combined and stabilized in the mesophilic anaerobic digesters followed by centrifuge dewatering and landfilling of biosolids. Centrate flows to a holding tank and then to the headworks. It should be noted that for the purpose of this analysis, it was assumed that sludge dewatering was operational all year-round and no sludge was sent to the sludge drying beds.

6.2 Alternative 2: Existing Liquid Process with Supplemental Carbon

As presented in the Whole Plant Simulation Model Development and Calibration Technical Memorandum (2014), the wastewater characteristics at the Dilorio WRF is deficient in organic carbon to accomplish both nitrogen and phosphorus removal. This alternative modifies the existing process configuration (Alternative 1) at the Dilorio WRF by adding an on-demand supplemental carbon source for biological nutrient removal. Acetic acid was selected as the carbon source because it can be utilized for both biological nitrogen and phosphorus removal and is rapidly adapted by the microorganisms (feed can be turned on/off as needed). Methanol is another supplemental carbon option, and although it less expensive than acetic acid, it cannot be used for biological phosphorus removal and the microorganisms require a steady feed to maintain consistent nitrogen removal rates (feed cannot be turned on/off as needed). Acetic acid would primarily be added to the anoxic zones for denitrification with the capability to be added to the anaerobic zones to improve biological phosphorus removal as needed.

The acetic acid feed will be accompanied with a metal salt coagulant feed system for chemical phosphorus precipitation. The coagulant feed will be used when the biological process is unable to maintain effluent TP levels below the 1.0 mg/L limit.

6.3 Alternative 3: Expansion of PAAR Reactors and Supplemental Carbon

This alternative builds on Alternative 2 with an on-demand supplemental carbon and coagulant feed systems, but increases the PAAR volume by providing an equivalent tankage volume to the existing PAAR reactor. No modifications to the oxic reactors were assumed. By providing additional PAAR volume, the specific anaerobic and anoxic SRTs can be increased without increasing the aerobic SRT and the operating mixed liquor concentration.

6.4 Alternative 4: Modifications to the PAAR Reactor

As discussed previously, the Dilorio WRF is carbon deficient and would require supplemental carbon to achieve both biological nitrogen and phosphorus removal. Two sub-alternatives were evaluated as part of Alternative 4, with each focusing on either biological phosphorus or nitrogen removal with the available influent carbon.

6.4.1 Alternative 4A: Elimination of Anoxic Zones (Enhanced Biological P Removal)

This sub-alternative focuses on improving the biological phosphorus removal process at the Dilorio WRF. This can be accomplished by increasing the anaerobic volume and eliminating the anoxic volume by not operating the internal mixed liquor recycle system.

6.4.2 Alternative 4B: Elimination of Anaerobic Zones (Enhanced Biological N Removal)

The other sub-alternative is to improve denitrification by increasing the anoxic volume through the conversion of the anaerobic reactors to anoxic. In this case, the IMLR is moved to discharge to the head end of the anaerobic reactors rather to the anoxic zones as currently configured. This alternative eliminates biological phosphorus removal and concentrates on maximizing the removal of nitrogen with the influent carbon. To meet Regulation 85, this alternative would rely on chemical phosphorus precipitation by adding a metal salt coagulant upstream of the secondary clarifier splitter box.

6.5 Alternative 5: Low DO Aeration Control

This alternative modifies Alternative 4A by operating the oxic reactor at much lower dissolved oxygen levels to promote simultaneous nitrification-denitrification and biological phosphorus uptake. For the purpose of this alternative, an average operating DO concentration of 0.5 mg/L was selected instead of the existing DO target of 2.0 to 3.0 mg/L. This may require minor modifications to the existing aeration control system programming. It should be noted that one of the possible impacts of operating the system at such a low DO concentration could be the proliferation of low DO filaments that could negatively affect the settling characteristics of the mixed liquor, affecting the overall capacity and performance of the WRF. Therefore, this alternative needs to be paired with active solids classification or separation for settling control (see Section 6.9 for description).

6.6 Alternative 6: Ammonia-based Aeration Control (ABAC) and Ammonia versus NO_x (AVN) Aeration Control

This alternative builds on Alternative 5 by providing advanced aeration process controls. Currently, the Dilorio WRF uses cascade aeration control to provide air to the oxic zones. The DO control setpoint varies between 2.0 and 3.0 mg/L. This control strategy provides good nitrification; however, based on the reasonably high ammonia permit limits, full nitrification is not needed at the WRF. To save on energy costs and improve denitrification, it is recommended that the facility changes their aeration strategy to ammonia-based aeration control. With this strategy, an ammonia concentration setpoint is maintained by increasing or decreasing the DO concentration within a set range in the oxic reactors. This provides only the amount of oxygen needed to nitrify to achieve the setpoint ammonia concentration. Since aeration is based on ammonia load, it avoids over-aeration during low load conditions (such as early morning hours). Furthermore, it promotes denitrification by using influent carbon more efficiently, which reduces the need for supplemental carbon. Figure 7 below shows how an ammonia-based control scheme generally works in a feedback fashion.

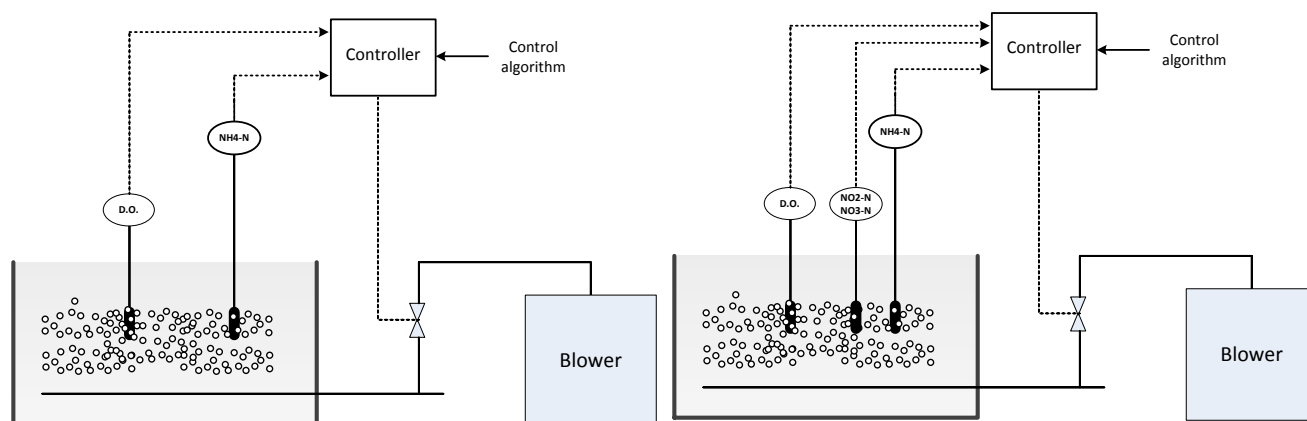


Figure 7. Ammonia-based Aeration Feedback Control (L) and AVN Aeration Feed-back Control (R)

Under ABAC, DO concentrations in the reactors are allowed to fluctuate between low and high setpoints while targeting the ammonia concentration setpoint in the reactor. With AVN aeration control, ammonia is compared to the NOx ($\text{NO}_2\text{-N} + \text{NO}_3\text{-N}$) concentration in the reactor with the aim of maintaining equal ammonia and NOx in the effluent by controlling reactor DO concentration between high and low DO setpoints (Figure 8). AVN control achieves optimum N removal compared to ABAC for the same influent carbon since nitrification and denitrification are balanced. AVN controller can be programmed to have extra layer of ammonia control to meet the desired effluent ammonia concentration.

To implement ABAC, ammonia sensors will need to be installed and tied into the aeration control loop while the AVN control requires NOx sensors as well. If one of these control strategies was to be put into place, it is recommended that the AVN control be implemented as it provides greater operational flexibility for minimal additional cost. For this Alternative, the capital cost will include the installation of both ammonia and NOx sensor allowing for both modes of operation. As with low DO aeration control, this low DO environment provides an opportunity for filamentous organisms to thrive and promote bulking and will require a solids classification or separation for settling control.

6.7 Alternative 7: Elimination of Anaerobic Zones with Low DO Aeration Control

This alternative modifies Alternative 4B (no biological phosphorus removal) and includes low DO aeration control to promote simultaneous nitrification-denitrification similar to Alternative 5. Similar to Alternative 5, the target DO would be reduced from 2.0 mg/L to 0.5 mg/L and settling control would be implemented.

6.8 Alternative 8: Elimination of Anaerobic Zones with Ammonia-based Aeration Control

Alternative 8 is a modification of Alternative 7 with replacing low DO aeration control with ammonia-based aeration control. Similar to Alternative 5, an ammonia concentration setpoint is maintained by increasing or decreasing the DO concentration in the oxic reactors. This provides only the amount of oxygen needed to nitrify to achieve the setpoint ammonia concentration. Settling control would also be needed for this option.

6.9 Hydrocyclone Separation

As stated earlier, operating the secondary process at low DO concentrations could result in the proliferation of low DO filaments that could negatively affect the settling characteristics of the mixed liquor, affecting the overall capacity and performance of the WRF. There are a couple options to combat this problem; one is to

implement some type of classifying selector/surface wasting system that would constantly waste the lighter organisms that float to the top of the liquid stream. This prevents the organisms from accumulating in a large quantity resulting in bulking. Unfortunately, the current reactor configuration makes it challenging to install and construct a well-designed and effective classifying selector wasting system.

Besides installing a classifying selector wasting system, another option for reducing bulking potential is to install a hydrocyclone. The hydrocyclone separates the heavier materials that include polyphosphate-accumulating organisms (PAOs) and other heterotrophs from the lighter materials which typically include filamentous organisms. By maintaining and concentrating the heavier, favorable organisms, the overall biological process is more stable and less prone to bulking events. The lighter materials can then be wasted to the DAFT process for thickening and then digestion. A schematic and full-scale example photos are shown in Figure 8 and 9.

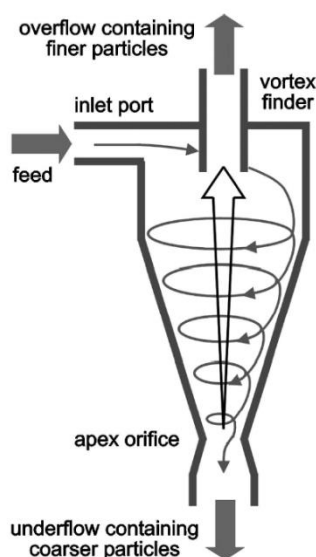


Figure 8. Schematic of a Hydrocyclone



Figure 9. Photos of Full-scale Hydrocyclones

This technology uses gravimetric selection for settling improvements. A cyclone works by accelerating the mixed liquor and providing shear-force to the mixed liquor to separate solids with good settling characteristics from solids with poor settling and filtration characteristics. The applicability and possible advantages of the cyclone technology for the Dilorio WRF include: (1) external selectors to improve settling sludge as long as the formation rate of the poor settling fraction is lower than the selective wasting rate; (2) the external selector can stabilize biological phosphorus removal by selectively retaining PAO-containing granules; (3) as a result of diffusion limitations at the core of the granule, biological phosphorus removal can be directed more through denitrifying PAO versus conventional aerobic PAO, resulting in more efficient use of wastewater carbon for both P removal and denitrification.

According to observations made at some facilities, the cyclone system selects for the formation of granular sludge with excellent settling properties. The granules provide conditions favorable for slow-growing organisms such as nitrifiers and PAOs. To retain PAOs, bio-P plants often employ long SRTs to meet nitrification requirements. However, glycogen accumulating organisms (GAOs) outcompete PAOs for available carbon at long SRTs. It has been shown that PAOs form the core of the granules with denitrifying PAOs (DPAOs) being dominant in granular systems. This results in highly efficient carbon utilization for both P removal and denitrification. The density differences between PAOs granules compared GAOs allows washout of GAOs by targeting proper settling velocity.

6.10 Chemical Phosphorus Removal

To meet the required short-term TP reduction to 1.0 mg/L as stipulated in Reg. 85, the BNR process will need to be coupled with chemically-induced precipitation using a metal salt coagulant. While the BNR process is currently producing effluent that will meet the short-term effluent TP limits, chemical polishing will be needed to assure year-round permit compliance. During periods that the BNR process is not meeting effluent phosphorus limits, coagulant would be applied to the mixed liquor (ML) downstream of the oxic basins and use the secondary clarifiers to remove the precipitated phosphorus from the liquid stream.

To meet the long-term TP limit of 0.17 mg/L, the process would differ, with chemical being applied to the secondary clarifier effluent and the installation and operation of a tertiary solids removal process to achieve the higher TP removal rates.

Effluent TP is present in two forms, particulate P and soluble P. Dosing of the coagulant is based on the soluble P present in the secondary effluent as the metal salts react with the soluble P to form the precipitate. Based on the 2013 study by Black & Veatch, secondary sedimentation will be sufficient for precipitated phosphorus removal with tertiary filtration needed when effluent TP limits are below 0.7 mg/L.

Three chemicals were considered for phosphorus removal and were considered for the pilot testing for the Nutrient Grant Project: ferric chloride, alum, and a proprietary poly-aluminum chloride (PACL) coagulant (PAX-18). Ferric chloride was not preferred due to its tendency to foul UV bulbs and reduce UV transmittance. Poly-aluminum chloride has the advantage of helping with the control of *Microthrix parvicella* in the process basins, requires less storage volume, and requires less alkalinity addition than the other chemicals considered. The poly-aluminum chloride coagulant used for jar and pilot testing was a proprietary chemical called PAX-18, manufactured by Kemira.

The results of pilot and jar testing indicated that a chemical coagulant concentration as aluminum of approximately 2 mg/L would be required to meet 1 mg/L TP limits and a dose of 10 mg/L for 0.17 mg/L TP. The results of these tests were presented and discussed in the Tertiary Treatment Pilot Testing Report submitted to the City and CDPHE on July 31, 2014. In general, as TP concentration decreases, the amount of coagulant needed to remove an equivalent amount of phosphorus increases. The pilot and jar tests were able to determine these ratios for specific treatment ranges as shown in Table 13.

Table 13. Aluminum Coagulant (Al:P) Ratio			
	TP Conc. Removal Above 0.7 mg/L TP	TP Conc. Removal Between 0.7 and 0.3 mg/L TP	TP Conc. Removal Between 0.3 and 0.05 mg/L TP
ML Jar Tests	N/A	6	N/A
Effluent Jar Tests	4	4	8
Pilot Testing	2	4	8
Assumed Values	3	4.5	8

Averaged Al:P molar ratios of 3, 4.5, and 8 were used for the respective removal ranges. These ratios will be used to estimate the coagulant usage required in the treatment alternatives proposed in later sections of this TM. The ratios are assumed to be the same for removal from the ML or in a tertiary process.

6.10.1 PAX-18 for *Microthrix Parvicella* Control

BNR processes typically operate at high SRTs which can encourage the growth of filamentous organisms, especially in the wintertime. The Dilorio WRF experiences high SVIs due to the occurrence of *Microthrix parvicella* from October through May. Brown and Caldwell has found promising results with the addition of poly-aluminum chloride products such as PAX-18 (Kemira) for control of *Microthrix parvicella* at other facilities. PAX-18 is able to impair *Microthrix parvicella* growth, lower SVIs, and improve settlability. The WRF is currently testing PAX-18 as a *Microthrix parvicella* inhibitor during the winter months.

These benefits are in addition to using PAX-18 as a coagulant to precipitate phosphorus. A chemical dosing facility for PAX-18 addition will be constructed within an abandoned chlorine storage area as part of the nutrient grant project. PAX-18 will be dosed upstream of the mixed liquor splitter box to promote precipitation of the phosphorus and settling of those solids in the secondary clarifiers.

6.11 Aeration Modifications

Based on the process modeling results, the current process configuration has an average airflow demand of approximately 16,000 standard cubic feet per minute (scfm) for the rated capacity of the WRF. The existing system was designed for an average and peak aeration demand of 12,480 and 19,200 scfm respectively. The difference is due to higher predicted influent loadings than those used to design the current aeration system. With this difference, the existing aeration system would be deficient in two aspects. The first is that the firm blower capacity is 20,800 scfm and would not be able to meet the peak aeration demand. In addition, the recommended airflux rates per diffuser would be exceeded at the rated aeration demand. The existing Sanitaire ceramic disc diffusers have a recommended peak airflux of 3.0 scfm per diffuser. The diffuser count in the oxic reactor would need to be increased from 7,444 diffusers to approximately 11,000 diffusers to meet the recommended peak airflux rate during peak loading conditions for the rated capacity of the WRF. The final number of diffusers would be based on specific diffuser manufacturers' specifications.

However, a number of the alternatives presented above are based around a more refined aeration control system. Alternatives 5 – 8 have average aeration demands of 10,500 scfm which would be a decrease from the current design capacity of the existing aeration design. Incorporating these control strategies would lower the aeration demand and allow the system to accommodate the higher predicted loadings without near-term upgrades to the aeration system. Aeration system upgrades can be incorporated into Regulation 31 process improvements if one of these upgraded aeration control strategy Alternatives are selected. It should be noted that if the implementation of Regulation 31 is postponed for a significant period of time, the City should reevaluate the need to upgrade the diffuser system.

6.12 Regulation 85 Alternative Results Summary

Table 14 presents a summary of pertinent modeling results for all the alternatives evaluated under this section. These alternatives were considered for the Dilorio WRF to optimize its performance to reliably meet the future nitrogen and phosphorus requirements for Regulation 85. Values shown in red bold and italic are instances where the resulting effluent values exceeded the Regulation 85 limits.

Alternative 1 presents the baseline alternative comprising the current configuration at the facility. Based on the results presented below, this alternative has the potential to meet the future annual average TIN limit, but not the maximum day TIN limit of 16 mg/L. In addition, Alternative 1 has the potential to meet the TP requirements for Regulation 85 but an as-needed chemical phosphorus precipitation system is recommended for stand-by operation.

Alternative 2 improves both the biological nitrogen and phosphorus removal performance of Alternative 1 with the on-demand addition of acetic acid. Modeling results indicate that Alternative 2 would meet the Regulation 85 requirements for TP without the need of metal salt addition. A metal salt coagulant feed system would still be needed for periodic polishing and to meet permit during periods of poor biological nutrient removal performance. In terms of TIN removal, the modeling results indicate that this alternative would provide sufficient nitrogen removal to meet the future average TIN and maximum daily TIN requirements with an average dose of 830 gallons per day of 70% acetic acid.

To improve the overall performance of Alternative 2, Alternative 3 would increase the capacity of the PAAR complex by building an equivalent tankage volume of the existing PAAR complex. This alternative provides additional detention time in the unaerated reactors to optimize biological phosphorus removal and denitrification performance. This alternative, based on the modeling results, would provide adequate treatment to meet the Regulation 85 TIN and TP limits with reduced supplemental external carbon and metal-salt addition compared to Alternative 2.

Table 14. Summary of Modeling Results for Regulation 85

Parameter	Alt. 1 Current Configuration	Alt. 2 Alt. 1 + On- Demand Acetic Acid	Alt. 3 Alt. 2 + Additional PAAR	Alt. 4A Alt. 2 + No IMLR	Alt. 4B Alt. 2 + No Anaerobic Zones	Alt. 5 Alt. 4A + Low DO Control	Alt. 6 Alt. 4A + Ammonia-Based Aeration Control	Alt. 7 Alt. 4B + Low DO Control	Alt. 8 Alt. 4B + Ammonia-Based Aeration Control
Total SRT (d)	9.5	9.5	14.0	9.5	9.5	9.5	9.5	9.5	9.5
Aerobic SRT (d)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8	8
MLSS (mg/L)	3,200	3,500	3,300	3,300	2,900	3,300	3,300	3,300	3,300
Average DO in Oxic Reactors (mg/L)	2.0	2.0	2.0	2.0	2.0	0.5	0 – 1.5	0.5	0 – 1.5
Average Airflow (scfm)	16,000	16,000	16,000	18,000	16,500	10,500	10,500	10,500	10,500
Internal Mixed Liquor Recycle (MGD)	20-45	20-45	20-45	0	20-45	0	0	45	45
Effluent NH ₃ -N (mg/L)	0.2	0.2	0.2	0.2	0.2	0.3	2.5	0.45	2.5
Effluent NO ₃ -N (mg/L)	14.5	10	10	19.5	6.5	5.5	2.5	4	2.5
Effluent TIN (mg/L) [Avg./Max Day]	14.8/ 18.2	10.2/13.9	10.2/14.0	19.8/23	6.9/9.5	6.0/9.5	5.4/8.0	4.5/8.0	5.2/8.5
Effluent TP (mg/L)	0.75	0.70	0.67	0.60	2.3	0.72	0.80	0.95	1.0
Effluent PO ₄ -P (mg/L)	0.34	0.15	0.27	0.10	2.11	0.32	0.35	0.50	0.55
Acetic Acid – 70% (GPD)	--	830	450	--	--	--	--	--	--
Aluminum Requirement?	Yes	No	No	No	Yes	No	No	Yes	Yes
Sidestream NH ₃ -N (lb/d)	570	570	570	570	570	570	570	570	570
Sidestream PO ₄ -P (lb/d)	250	270	270	280	160	250	250	250	250
Primary Sludge (lb/d)	31,900	31,900	31,900	31,900	31,900	31,900	31,900	31,900	31,900
WAS (lb/d)	13,700	14,900	13,900	14,300	12,100	13,900	13,900	14,200	14,200
Cake (lb/d)	21,400	21,600	21,600	21,300	24,000	21,300	21,300	21,000	21,000

Alternatives 4A and 4B would modify the existing configuration at the Dilorio WRF by adapting the existing PAAR complex to focus on either biological nitrogen removal or phosphorus removal. Alternative 4A would eliminate the anoxic zones and focus on biological phosphorus removal and not denitrification. As a result, Alternative 4A would not meet the average or maximum daily TIN limits for Regulation 85. Alternative 4B, on the other hand, focuses on meeting the TIN requirements biologically while TP removal is achieved by chemical precipitation. Alternative 4B would provide adequate treatment to meet the TIN requirements in the future Regulation 85; however, it would have to rely on chemical precipitation to meet TP effluent limits.

Alternatives 5 and 6 are modified versions of Alternative 4A with advanced aeration control strategies to enhance the TIN removal capabilities of the process. Alternative 5 relies on low DO operation in the oxic reactors (i.e. 0.5 mg/L) to promote simultaneous nitrification-denitrification. Based on the process modeling results, this alternative can reliably meet the TIN and TP requirements established in Regulation 85. Because of the low DO operation in the oxic zones, this alternative would result in a reduction of approximately 35 percent in the energy requirements for aeration compared to the baseline alternative.

Alternative 6 builds on Alternative 5 by providing an advanced ammonia-based aeration control. To maximize the TIN removal potential, the aeration control strategy uses a combination of target parameters including DO, ammonia, and NO_x to establish the optimum conditions in the oxic reactors. Based on the results

presented in Table 14, this alternative provides the lowest TIN levels at the WRF while meeting the effluent TP requirements. The aeration requirements for this alternative are essentially the same as in Alternative 5.

Similar to Alternatives 5 and 6, Alternatives 7 and 8 add advanced aeration control strategies to enhance the TIN and TP removal capabilities of Alternative 4B. Alternative 7 predicted effluent TP concentration of 0.95 barely meets the 1.0 mg/L TP limit while Alternative 8 predicted TP effluent concentration of 1.0 mg/L does not quite meet the limit. Both options overperform with respect to TIN removal which indicates that these options would best suited for when lower effluent nitrogen limits are required for Regulation 31.

Because effluent phosphorus limits can be achieved chemically, it is only required that the effluent TIN limits are achieved biologically. Using that criteria, modeling indicates that Alternatives 2, 3, 4B, 5, 6, 7, and 8 can all meet the Regulation 85 effluent limits for the Dilorio WRF. Alternatives 1 and 4a will not meet the max day TIN requirements of Regulation 85, and will not be evaluated further.

However, for Regulation 31, Alternatives 7 and 8 can be eliminated from further consideration because while similar to Alternatives 5 and 6, Alternatives 7 and 8 will have higher operational costs and capital costs to achieve the same level of performance. The secondary effluent TP performance is inferior to Alternatives 5 and 6 which would require more coagulant dosage to meet permit limits. In addition, Alternatives 7 and 8 will require relocation of IMLR piping. Alternatives 7 and 8 are built from Alternative 4B, and are focused on biological nitrogen removal with phosphorus removal being performed chemically primarily. These alternatives are more appropriate for the lower effluent nitrogen limits required for Regulation 31 and will be discussed further in Section 7.

6.13 Cost Analysis of Regulation 85 Alternatives

As part of this investigation, Brown and Caldwell prepared planning level cost estimates for the alternatives previously described (Alternatives 2, 3, 4B, 5, and 6) for the purpose of comparative economic evaluation. Estimates of initial capital cost, as well as annual operation cost, were prepared for each of the alternatives. A 10-year net present value (NPV) analysis was also prepared to facilitate comparison over the longer term.

6.13.1 Capital Costs

Planning level capital cost estimates were generated for each Alternative to be incorporated into the life-cycle analysis.

6.13.1.1 Basis of Capital Cost Estimating

The analysis of Alternatives included in this Section and Section 7 include capital cost estimates for each Alternative. One possible conceptual design has been included for each future Alternative to provide a basis for estimating long-term capital investments. Probable construction costs cited are based on preliminary layouts of the proposed alternatives. Wherever applicable, actual costs from projects designed by BC were used as a basis. Specific costs were developed from recent similar work as provided by manufacturers, material and equipment suppliers, and project data from professional journals and construction publications. When the facilities are actually required, a detailed design should be performed to select the most cost-effective approach and address any changing conditions.

In considering these estimates it is important to recognize that changes during final design will alter the total to some degree and that future changes in the costs of material, labor, and equipment will cause comparable changes to the costs provided in this report. On the other hand, because the relative economy of alternative projects can be expected to change only slightly with an increase or decrease in general construction costs, decisions based on comparisons made with these estimates should remain valid.

Construction Costs

Costs for construction of treatment facilities consist of all funds paid to the contractor or builder, including materials, equipment, labor, overhead, profit, and contract change orders. Costs for ancillary equipment such as HVAC, electrical, instrumentation, and SCADA are also included. Contractor overhead includes costs of mobilization, office space and equipment, payroll and accounting services, insurance, bonds, taxes, and other routine business costs. During the planning and design process, these items provide a rational basis to estimate total construction costs and develop project budgets. These costs have been estimates to a “planning level” with a contingency allowance to establish capital improvements budgets. Planning-level costs are based on American Association of Cost Engineering (AACE) Class 4 estimates, with an expected accuracy range of -30 percent to +50 percent.

Cost Index

The sources for the cost estimates were obtained from projects in different locations and in different years. The *Engineering News-Record* (ENR) Construction Cost Index (CCI) is an industry standard used to bring these different costs to a common base. The CCI tracks construction costs in 20 individual cities across the United States. The CCI is computed from prices of construction, materials, and labor, and was given a value of 100 in 1913. The 20-Cities Average Index has since escalated to a value of 9,936 as of December 2014.

Contingencies

Planning-level cost estimates are adequate for comparing alternatives but are not very precise due to the conceptual nature of alternative development. To ensure adequate budget for actual design and construction, planning-level cost estimates include contingencies to account for many unknown details, which will evolve as the project develops. Contingencies typically vary with the level of effort of the work involved. Feasibility studies and master plans represent the lowest level of accuracy, whereas pre-bid construction estimates, which are based on well-defined engineering drawings and specifications, represent the highest level of accuracy. Table 15 indicates the range of accuracy developed by AACE for planning studies, budgeting, and construction cost estimates. As a project becomes more defined, unknowns are identified and the contingencies decrease. In general, facility planning reports include a contingency of approximately 30 percent, whereas construction documents include a contingency of only 10 to 15 percent.

Table 15. Construction Cost Estimate Levels of Accuracy		
Type of Estimate	Anticipated Accuracy	Contingency Level
Order of magnitude (master planning)	+50% to -30%	30%
Budget estimate (predesign)	+30% to -15%	20%
Prebid construction estimate (design)	+15% to -5%	10%

Actual locations for new facilities and alignments for new pipelines cannot currently be identified. Therefore, many physical characteristics—such as the final layout and configuration of proposed improvements, conflicting utilities, details of support systems such as electrical and ventilation equipment, and other project components—are not known and cannot be estimated. These unknowns must be accounted for in the contingency factor, which is 30 percent, based on the current level of uncertainty.



Regulatory Agency Coordination, Engineering, and Administration

A factor of 20 percent has been used for services required to coordinate the construction of facilities with the local governmental agencies, engineering design, and overall project administration. These coordination activities include assistance with CDPS permit negotiations, support of project funding loan applications, County site development applications, regulatory agency review process for the facilities plan and final construction contract documents, and building and fire department reviews. Engineering services include special investigations, surveys, geotechnical reports, location of interfering utilities, detailed design, preparing plans and specifications, construction inspection and materials testing, startup assistance, and O&M manual development.

6.13.1.2 Capital Cost Estimates

The improvements needed for the Alternatives 2, 3, 4B, 5 and 6 can be broken down into seven components as presented in Table 16. All of the alternatives share the common cost of the chemical facilities for acetic acid and coagulant addition. The cost of these facilities is based on the design cost estimate from the Nutrient Grant project. These costs are briefly discussed below and detailed further in Attachment B.

- Alternative 2: New chemical facilities for coagulant and acetic acid feed with associated instrumentation and programming for automatic operation.
- Alternative 3: The cost of the additional PAAR complex was based upon a 2010 Black and Veatch estimate.
- Alternative 4B: Relocating the IMLR discharge for Alternative 4B will require additional piping and core drilling of new discharge points in the existing tanks.
- Alternative 5: There is no cost associated with taking the IMLR pumps offline. This option adds the hydrocyclone equipment and will require integrator programming time to make the aeration control modifications.
- Alternative 6: Similar to Alternative 6, but nutrient analyzers are added to provide the needed monitoring for Ammonia-based control.

Table 16. Regulation 85 Required Modifications

Alternative	Chemical Facilities	Additional PAAR Complex	Turn Off IMLR	Relocate IMLR	Hydrocyclone Selectors	Aeration Control System Modification	Ammonia and NOx Analyzers
2	X						
3	X	X					
4B	X			X			
5	X		X		X	X	
6	X		X		X	X	X

Table 17 shows the capital costs of the five alternatives being investigated for Regulation 85. Alternative 3 predictably has the highest capital expenditure since it requires the building of additional tankage. Other than Alternative 2 which is included in all the Alternatives, Alternative 4B has the lowest capital cost as the relocation of the IMLR is a relatively minor project.

Table 17. Regulation 85 Capital Costs

Cost Element	Alternative 2: Acetic Acid Feed	Alternative 3: Expansion of PAAR Complex	Alternative 4B: Elimination of Anaerobic Zones	Alternative 5: Low DO Aeration Control	Alternative 6: Ammonia-based Aeration Control
Chemical Facilities	\$714,000	\$758,000	\$714,000	\$714,000	\$714,000
Equipment – Hydrocyclone ^a	N/A	N/A	N/A	\$396,000	\$396,000
Equipment - NH ₄ Analyzers ^a	N/A	N/A	N/A	N/A	\$88,000
Equipment – NO _x Analyzers ^a	N/A	N/A	N/A	N/A	\$88,000
Aeration Control System Modifications	N/A	N/A	N/A	\$30,000	\$30,000
Turn Off IMLR	N/A	N/A	N/A	\$0	\$0
Relocate IMLR	N/A	N/A	\$83,000	N/A	N/A
Construction Subtotal:	\$714,000	\$758,000	\$797,000	\$1,140,000	\$1,316,000
Contractor General Conditions ^b	\$71,000	\$76,000	\$80,000	\$114,000	\$132,000
Contractor Overhead and Profit ^c	\$118,000	\$125,000	\$132,000	\$188,000	\$217,000
Subtotal:	\$903,000	\$959,000	\$1,009,000	\$1,442,000	\$1,665,000
Contingency ^d	\$271,000	\$288,000	\$302,000	\$433,000	\$499,000
Subtotal:	\$1,174,000	\$1,247,000	\$1,311,000	\$1,875,000	\$2,164,000
Engineering and SDC ^e	\$235,000	\$249,000	\$262,000	\$375,000	\$433,000
PAAR Complex Project Cost ^f	N/A	\$2,720,000	N/A	N/A	N/A
Total Capital Costs:	\$1,409,000	\$4,216,000	\$1,573,000	\$2,250,000	\$2,597,000

a. Equipment Installation calculated as 10% of equipment costs.

b. Contractor General Conditions calculated as 10% of construction subtotal.

c. Contractor Overhead and Profit calculated as 15% of construction subtotal and General Conditions.

d. Contingency calculated as 30% of Construction cost and subtotal for Contractor General Condition, Overhead and Profit

e. Engineering and SDC calculated as 20% of subtotal before Engineering and SDC.

f. Cost adjusted to Dec. 2014 (CCI 9936) from Oct. 2010 (CCI 8920) Black and Veatch value for construction and engineering, so no markups were applied.

6.13.2 Annual Operating Costs

The calculation for the annual operating costs for the Regulation 85 options account for the electrical power requirements for aeration, acetic acid feed requirements, and coagulant requirements for chemical phosphorus removal. It is assumed that there is no difference in the labor hours needed to operate and maintain the various options being investigated. The aeration and IMLR pumping calculations assume power costs of \$0.07 per kWh and that 1 hp will provide 19 scfm of air to the basins. Chemical costs assume that PACL will

cost \$3.54 per gallon and be dosed at a metal:P molar ratio of 3:1 for Ortho-Phosphorus removal above 0.7 mg/L and a ratio of 4.5:1 for removal between 0.7 and 0.3 mg/L. Acetic acid feed was based upon a 70% solution with a cost of \$3.29 per gallon.

These operating costs discussed below are presented in Table 18 and detailed further in Attachment C.

- Alternative 2: Average aeration demand of 16,000 scfm. Acetic acid chemical costs
- Alternative 3: Average aeration demand of 16,000 scfm. Reduced acetic acid chemical costs as compared to Alternative 3
- Alternative 4B: Average aeration demand of 16,500 scfm plus Alternative 4B will require regular chemical coagulant addition to meet Regulation 85 TP levels, while the other alternatives will only require intermittent effluent polishing
- Alternative 5: Average aeration demand of 10,500 scfm with additional power savings for taking the IMLR pumps offline (two 60 hp pumps running continuously)
- Alternative 6: Average aeration demand of 10,500 scfm with additional power savings for taking the IMLR pumps offline (two 60 hp pumps running continuously)

The descriptions above provide values associated with the rated capacity of the WRF. The costs shown in Table 18 are scaled for predicted flows in 2015.

Cost Element	Alternative 2: Acetic Acid Addition	Alternative 3: Expansion of PAAR Complex	Alternative 4B: Elimination of Anaerobic Zones	Alternative 5: Low DO Aeration Control	Alternative 6: Ammonia-based Aeration Control
Chemical P Removal – Coagulant (PACL ^a)	N/A	N/A	\$459,000	N/A	N/A
Biological Nutrient Removal – Carbon (Acetic Acid) ^b	\$648,000	\$352,000	N/A	N/A	N/A
Aeration Power ^c	\$250,000	\$250,000	\$258,000	\$164,000	\$164,000
Power Savings for Turning off IMLR ^c	N/A	N/A	N/A	(\$55,000)	(\$55,000)
Total Annual Chemical and Power Cost:	\$898,000	\$602,000	\$717,000	\$109,000	\$109,000

**All costs are for projected flows in 2015*

a. PACL cost was based upon a price of \$3.54/gallon for PAX-18

b. Acetic Acid cost was based upon a price of \$3.29/gallon for 70% Acetic Acid

c. Aeration Power cost and Power Savings were based upon a price of \$0.07/kWh

Alternative 2 has the highest annual cost of the four options due to its significant acetic acid demand. Alternatives 3 and 4B have slightly lower chemical demand and operating costs than Alternative 2, but even more significant savings can be realized with a more advanced aeration control system as with Alternative 5 or 6. Coupled with taking the IMLR pumps off line, these two Alternatives are the lowest operational cost options that will meet Regulation 85 effluent limits.

6.13.3 Net Present Value

To provide a comparison of the four alternatives, taking into account both capital and operating costs, a 10-year net present value calculation was performed. The following assumptions were made in performing the present worth calculations:

1. Engineering design, permitting, construction and construction management costs were assumed to occur in Year 2015;
2. Annual O&M costs were assumed to occur in Years 2016 through 2024; this time frame coincides with the planning period, but also ends approximately when operations may need to be changed to achieve Regulation 31 limits
3. Present worth was calculated using a 3.0 percent nominal discount rate and a 2.0 percent escalation rate based on United State Office of Management and Budget (OMB) Circular A94, Appendix C for 10-year investments

Table 19 shows a summary the Net Present Value costs and the capital and scaled operational costs that were used to calculate the NPV.

Cost Element	Alternative 2: Acetic Acid Addition	Alternative 3: Expansion of PAAR Complex	Alternative 4B: Elimination of Anaerobic Zones	Alternative 5: Low DO Aeration Control	Alternative 6: Ammonia-based Aeration Control
Capital Costs	\$1,409,000	\$4,215,000	\$1,573,000	\$2,250,000	\$2,600,000
Annual Chemical and Power Cost ^a	\$898,000	\$602,000	\$717,000	\$109,000	\$109,000
Total 10-Year Present Worth:	\$9,200,000	\$9,400,000	\$7,800,000	\$3,200,000	\$3,500,000

^a Annual costs are from 2015, but the annual operational cost values used in the NPV calculation were scaled according to projected flow

6.13.4 Cost Analysis Summary

Alternatives 5 and 6 show themselves to be the lowest cost options over the 10-year planning period that would allow the WRF to consistently meet the near-term Regulation 85 effluent limits. Alternatives 5 and 6 optimize the existing system to emphasize biological phosphorus removal, minimizing the need for chemical phosphorus removal, and incorporates simultaneous nitrification-denitrification allowed by the advanced aeration control. As they have the lower operating costs than the other two Alternatives, the cost benefit of these Alternatives will continue to increase if the Regulation 85 mode of operation continues beyond 2024.

The difference between Alternatives 5 and 6 is installing the ammonia and NO_x probes that would allow for ammonia-based aeration control with the appropriate programming. For operational flexibility and stability, it may be advisable to incur the higher initial cost and install the needed infrastructure to allow for both modes of operation. Otherwise, Alternative 5 would provide the lowest cost option to meet the Regulation 85 effluent limits.

Section 7: Options for Meeting Regulation 31

The most challenging component of meeting Regulation 31 requirements will be the total nitrogen limit of 2.01 mg/L (based on a 5-year rolling median). The recent work sponsored by WERF (Bott C. et al, 2012, WEF/WERF study of BNR plants achieving very low nitrogen and phosphorus limits, Wat. Sci. and Tech., 65, 5, 808) showed that of the advanced treatment plants evaluated, only five plants had effluent total nitrogen values of less than 2 mg N/L (in those cases expressed as annual average values).

To show the complexity at meeting this very low effluent total nitrogen limit, the following shows example ranges of the effluent nitrogen fractions needed to meet the limit of 2.01 mg/L total nitrogen:

Ammonia as N	= 0.25 to 0.50 mg/L
Particulate TKN	= 0.25 to 0.50 mg/L (assumes less than approximately 2 mg TSS/L)
Nitrates as N	= 0.50 to 1.0 mg/L
Dissolved Organic Nitrogen	= 0.60 to 1.0 mg/L
TOTAL	= 1.60 to 3.00 mg/L

7.1 Nitrogen Removal Options

The biological mainstream process implemented to meet Regulation 85 should be the one that achieves the lowest secondary effluent concentrations of both nitrogen and phosphorus with the least amount of chemical addition, utilizing as much of the “free” carbon contained in the secondary influent as possible. The reasons are as follows: 1) to meet the limits expected for Regulation 31, additional nitrogen and phosphorus removal will be required after secondary treatment; 2) utilization of added carbon and coagulant for nitrogen and phosphorus removal, respectively, will be more efficient if carried out in dedicated post-denitrification and post-precipitation facilities.

For nitrogen removal to comply with Regulation 31 limits, this needs to be carried out in three consecutive steps:

1. The effluent ammonia concentration needs to be reduced to less than 1.0 mg/L. This most likely can be achieved by nitrification in the oxic zones.
2. The sum of nitrate- and nitrite-nitrogen (or NO_x-N) must be removed to the practicable limit. This is generally considered to be 1 mg /L NO_x-N as an average of the two NO_x-N species. This is typically achieved in a post-denitrification fixed-film system with supplemental carbon addition.
3. The dissolved organic nitrogen content of the secondary effluent must be removed down to a level conducive to meeting the Regulation 31 limit for total nitrogen. At the same time, the final effluent particulate TKN must be reduced to as low a concentration as possible.

This stepwise logic for nitrogen removal is illustrated by Table 20 using conventional nitrification-denitrification processes. An MBBR system followed by a CoMag® system was used as an example in the development of this table for illustrative purposes, although other treatment technologies may also be used.

Table 20. Example Performance of an MBBR System followed by CoMag®

Parameter	Secondary Effluent (Average)	After Post-denitrification MBBR (Average)	After CoMag® (Average)
TSS (mg/L)	10.4	18.0	1.0
NH ₃ -N (mg/L)	0.50	0.35	0.35
NOx-N (mg/L)	5.0	1.0	1.0
Particulate TKN-N (mg/L)	0.80	1.40	0.05
Dissolved Organic Nitrogen (DON) (mg/L)	1.90	1.9	0.50
TN-N (mg/L)	11.86	4.44	1.90
TP-P (mg/L)	1.0	1.0	<0.13

From this example, the first parameter to be reduced in the post-denitrification MBBR process is NOx-N. During this process, an external carbon source is required to act as electron donor for the biological reaction to take place. In addition, this is carried out with the phosphorus at a relatively high level, to avoid any inhibition of the denitrifying heterotrophic organisms due to micronutrient deficiency. During the denitrification process in the MBBR, some ammonia will be removed through assimilation in the biomass.

Then, following the post-denitrification step, phosphorus and solids are removed in the CoMag® Process via chemical precipitation. In this case, DON is removed together with the phosphorus. This is supported by actual jar tests and recent piloting carried out at the Dilorio WRF indicating that DON can be removed by this process. Given the strict limits for TN under Regulation 31 and based on the field and pilot testing data, chemical requirements for phosphorus removal become a secondary objective. Further discussion of the piloting results is provided later in this section.

An additional objective of the phosphorus and DON removal process is the removal of final effluent TSS to very low levels. TSS removal is important when trying to reduce TN to such low levels as required for Regulation 31. There is a significant fraction of the effluent TN that is contained in the effluent TSS, as shown in Table 20.

As part of the preparation for this TM, Brown and Caldwell considered a number of viable treatment technologies to meet the Regulation 31 TN and TP limits stipulated, while still considering the ammonia and daily maximum TIN in the upcoming permit. The advantages and disadvantages of these technologies were evaluated. Those options found best suited to meet the Regulation 31 limits, taking into account the requirements in place for Regulation 85, were selected for more detailed alternatives analysis. The treatment technology options are presented and described below with the shortlisted alternatives further evaluated with layout drawings and cost estimates presented at the end of this section.

7.1.1 Supplemental Carbon Addition Alternatives

To meet the Regulation 31 TN limit, supplemental carbon will be required. Supplemental carbon can include a number of various sources such as chemicals like methanol, acetic acid, or proprietary glycerol blends; industrial byproducts such as dairy waste or brewery waste; or waste activated sludge (WAS) cell disintegration.

Purchase Carbon

Methanol and acetic acid are commonly used for supplemental carbon for denitrification. The main benefit of using a chemical carbon source is that the quantity and quality of the product is consistent. However, the market price can fluctuate over time, resulting in unexpected, higher operational costs. There are some recognized disadvantages with methanol, including safety issues, the relatively slow growth rate of the methylophilic organisms, and the need to constantly feed methanol to maintain a viable denitrifying methylophilic population at all times. However, for the purpose of this evaluation, methanol was selected as the chemical alternative for the Regulation 31 options due to its lower cost and availability for the Dilorio WRF.

By-Product Carbon

There are a variety of commercial by products such as dairy waste and brewery waste that can be used to supplement carbon for denitrification. Local sourcing of carbon is viewed as more sustainable than purchasing a chemical such as methanol or acetic acid, but the main drawback is the inconsistent quantity and quality provided which can negatively impact the biological process.

WAS Disintegration

WAS disintegration refers to the process where thickened waste activated sludge (TWAS), has external energy applied to it to improve its overall biodegradability. An example of a sludge disintegration technology is the OpenCEL technology where TWAS is passed through a chamber of high voltage focused pulsed electric field resulting in damage to the cell wall/membrane of the microorganism resulting in lysis. Typically these processes are employed to increase the biodegradability of sludge being sent to anaerobic digesters, to further reduce biosolids production and increase biogas production. Alternatively, the WRF could utilize the biodegradable carbon generated from the disintegration of TWAS to offset the purchased external carbon (e.g., methanol) which is required to drive denitrification at the plant.

Implementation of TWAS disintegration, based on the OpenCEL technology, at the WRF would include passing some fraction or whole stream of the TWAS flow through the focused pulse chamber and returning it to the anoxic zone of the aeration basins, where the added degradable carbon would drive additional denitrification.

The main benefits of the WAS disintegration process include this internal generation of carbon for the denitrification process with potential increase in biogas generation in the digester if additional lysed sludge streams are sent to the digesters. Disadvantages include high initial capital costs, reduced overall sludge flows to the digesters, increased phosphorus, nitrogen, and TSS loads recycled to the aeration basins, and limited experience with long-term installations.

7.1.2 Post-Denitrification Alternatives

An underlying prerequisite of post-denitrification options is that they are capable of consistently achieving less than 1 mg/L NO_x-N in the effluent. All of the options for post-denitrification require supplemental carbon addition. The carbon sources typically used are methanol, acetic acid, or proprietary glycerol blends. Dirty sources such as primary sludge fermentate, by-product carbon, or disintegrated WAS are not suitable because of the nitrogen content or other substances present that would contaminate the effluent.

Post-denitrification technologies have been proven to achieve very low levels of NO_x-N through denitrification; however, they are also suited to operate under deammonification mode. In the latter, the post-anoxic process would use a portion of ammonia and nitrite to convert it to nitrogen gas without external carbon or energy for aeration in the post-anoxic zone. This would yield much lower O&M compared to conventional denitrification process. However, for the purpose of this study, the mainstream deammonification process

has not been fully evaluated since it is considered emerging. The City of Pueblo should keep tracking the developments of this technology for future application.

The following options considered as appropriate alternatives all represent proprietary processes and, therefore, require both supplier and consultant engineer collaboration. Each of the processes has at least two or more alternative equipment suppliers:

a) Denitrification Filters

Denitrification filters are modified tertiary sand filters typically used for TSS removal, for example. However, there are significant differences. Since the filters are used for fixed-film denitrification, they are essentially biological reactors and, as a consequence, they typically use coarser media and operate at filtration rates that may be as little as a third of tertiary filtration rates. There is a limit to the secondary effluent solids load they can handle without degrading performance since these are biological filters. Methanol is added upstream of the filters and is typically paced from both the flow and the effluent nitrate concentrations. Since nitrogen gas is formed during denitrification, these filters typically have a “mini” backwash (or “bump”) to release the gas and avoid premature limiting headloss conditions.

One example of these is the Severn Trent Denite® filter as shown in Figure 10. The majority of post-denitrification systems in the United States are deep-bed denitrification filters.



Figure 10. Example Severn Trent Denite® Filters

Other tertiary sand filter technologies such as continuous upflow sand filters may be modified for denitrification use as well. For example, the deep-bed version of Parkson's DynaSand filters (shown in Figure 11) can be used for this purpose.

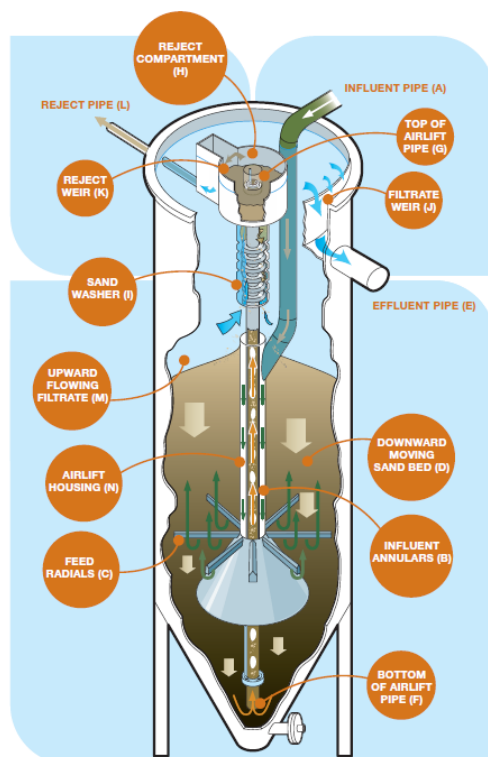


Figure 11. Parkson DynaSand General Filter Schematic

b) Moving Bed Biofilm Reactors (MBBR)

Unlike the previous two options, the advantage of the MBBR is that the system operates in low profile open tanks, similar to the activated sludge tanks (Figure 12). The difference is that approximately 60-percent of the volume within the tanks is filled with plastic media that is suspended in the water volume using mechanical mixers. Migration of the media from one zone or tank to another is prevented by using sieves at the outlet from each zone or tank. There is no removal of TSS in this system. In fact, the TSS concentration effluent from the MBBR is slightly higher than the TSS entering the system due to sloughing of the biofilm growth from the added carbon.

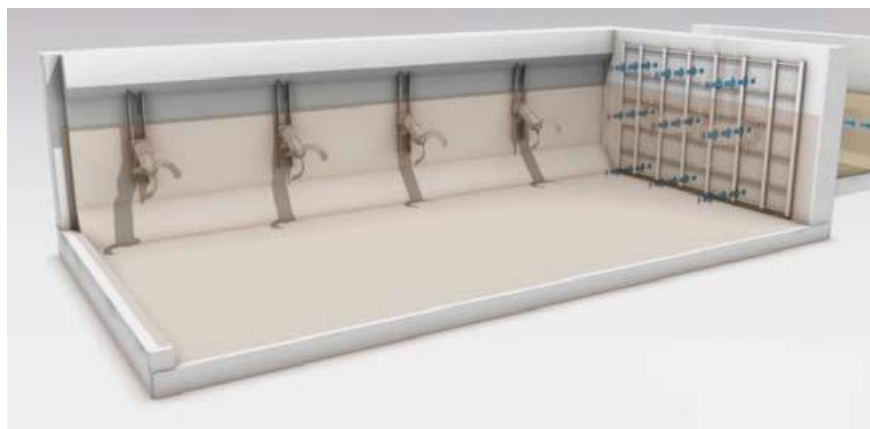


Figure 12. Layout of MBBR Tank

c) Biological Anoxic Filters (BAF)

There are two major suppliers of this technology in the United States. Similar to the deep-bed denitrification filters these are deep-bed biological reactors with carbon addition. However, a major difference between these and the deep bed filters is that solids retention on the filters is significantly less—probably best described as somewhere between an MBBR and the deep-bed filters. Besides this, operation of the denitrifying BAFs is quite similar to that of the deep-bed denitrification filters.

Although all three alternatives presented above are viable options, for the purpose of this study, only the Denite filter and MBBR technologies will be evaluated further based on recent and proven experience of BC projects.

7.1.3 Options for DON Removal

There are a number of potential processes that can be applied to remove DON from the post denitrification effluent; however, extensive chemical testing and piloting would be necessary to determine if they are viable. The options described below have shown promising results and were considered for further evaluation. These are, in order of increasing complexity and likely costs:

a) Enhanced Coagulation

Enhanced coagulation is defined as a means of improving the removal of disinfection byproduct precursors (DBP) with a conventional treatment process. For the purpose of DON removal, we are discussing the use of a chemical coagulant to improve the removal of DON with a conventional solids separation process. This process provides an adsorbent for the dissolved organic nitrogen in the form of aluminum-phosphorus-hydroxide complexed precipitates. The degree of DON removal is not very high, but may be sufficient to meet the overall effluent total nitrogen of 2.01 mg/L required for Regulation 31. A prerequisite for this option is an efficient means of solid-liquid separation. If this process is combined with the objectives of chemical phosphorus removal, this prerequisite would be met by the simultaneous requirements for phosphorus removal.

As part of the Regulation 85 Nutrient Grant, enhanced coagulation in conjunction with pilot testing of two tertiary treatment systems was conducted. Initial jar tests and results from the pilot tests indicated significant removal of DON. About 45 percent removal was achieved at higher aluminum dosages. These results support the implementation of enhanced coagulation for DON removal at the Dilorio WRF.

b) MF or UF plus Reverse Osmosis (MF/RO)

Previous studies have shown that RO is an effective means of removing DON from secondary effluents. The objective of the MF or UF is to pretreat the effluent to maintain economically viable runs between membrane cleanings in the RO. This alternative would need to be piloted to determine the percentage removal of DON and evaluate the recovery to be expected at full scale.

7.2 Phosphorus Removal Options

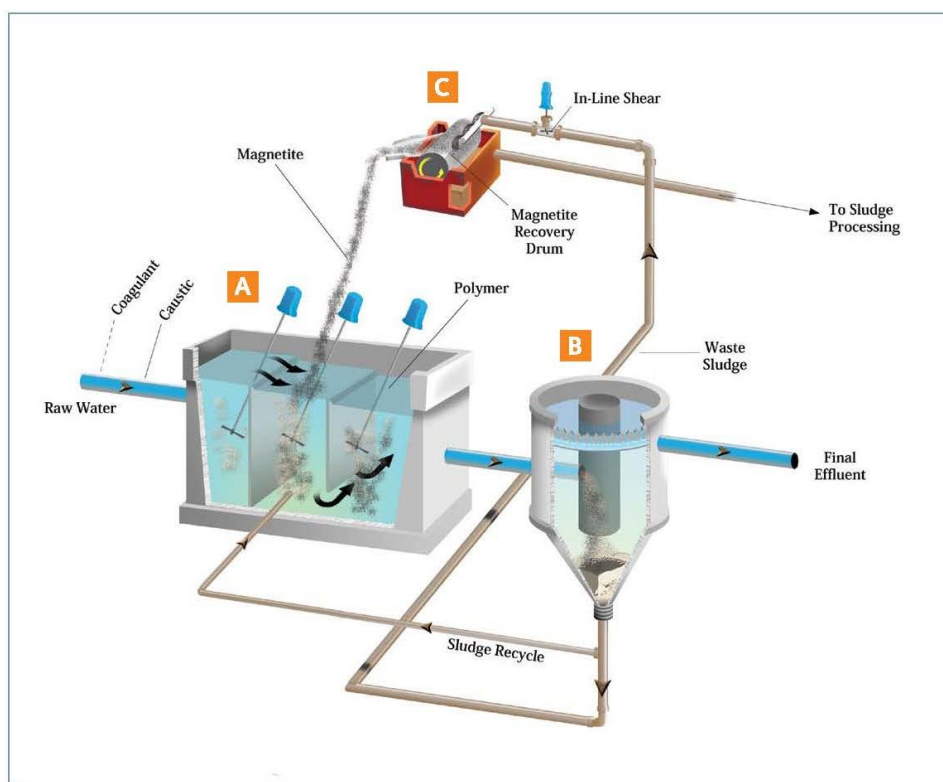
All of the options for phosphorus removal require chemical precipitation using a metal coagulant. Typically the coagulant used could be ferric or aluminum based. As discussed in Section 7.1.3, this chemical precipitation process will also serve to remove DON which is necessary to meet low TN limits.

To prepare for the tertiary treatment piloting, jar testing was conducted with ferric chloride, aluminum sulfate, and PAX-18. Based on these results, an alum range of 0-20 mg/L as Al was selected for the pilot testing. PAX-18 was also tested for select pilot runs. Details on the jar testing and piloting results are provided in the Pueblo Tertiary Treatment Pilot Testing Report (2014).

The principal differences between the options lie in the mode of solid-liquid separation adopted for the alternatives. The options considered are as follows:

a) CoMag®

The CoMag process is proprietary to Evoqua and is essentially a ballasted flocculation and sedimentation process. The ballast used is a fine magnetite (Fe_2O_3) powder with a specific gravity approximately twice that of sand. The magnetite is magnetic and aids flocculation of the fine phosphate precipitates. Alum would be added for precipitation together with polymer to strengthen the flocs. The CoMag process consists of a four-chamber reactor tank (only three chambers are shown in Figure 13 below) and clarifier. Coagulant (e.g., Alum) and caustic (NaOH) are added to the influent stream of the reactor tank. Coagulation and flocculation occur in the reactor tank. Mixers are provided with VFDs to optimize mixing in the reactor chambers. Magnetite is added to the reactors to increase the settling velocity of the flocs. During mixing, the magnetite becomes infused in the metal hydroxide floc and increases its specific gravity. When the flow is then introduced into the CoMag clarifier, the flocs settle significantly faster than normal floc. Magnetic drums recover the magnetite from the clarifier waste stream (95-99% recovery rate) and recycle it back to the reactor. Polymer is added to reactor prior to entering the clarifier.



The CoMag™ System as part of a traditional tertiary treatment configuration

Figure 13. Schematic of CoMag Process

b) DynaSand D2™

The DynaSand D2 system, manufactured by Parkson Corp., consists of two stages of continuously recirculating, deep bed, upflow sand filters, with the first stage having coarser sand media than the second stage. The first stage “deep bed” filter consists of a two meter bed of 1.4 mm effective size filter media designed to handle solids concentrated streams and the second stage filter consists of a one meter bed of 0.9 to 1.0 mm effective size media for final polishing. Coagulation and flocculation occur within the first stage filter bed and the effluent is then polished in the second stage filter with the finer sand media.



In each stage, the influent enters at the top of the filter, is conveyed downward through the feed pipe, and is distributed to the filter bed through feed radials located near the bottom of the filter bed. As the water rises up through the filter media, solids particles are retained within the filter media bed. Filter effluent passes over an effluent weir located at the top of the filter and through a discharge pipe. The sand bed slowly travels downward and is drawn into the airlift pipe in the center of the filter. Compressed air introduced to the airlift pipe rises and draws the sand upward, and scours it. At the top of the air lift, the sand is returned to the sand bed through the washer and separator. The backwash water continuously exits the top of the filter.

One benefit of utilizing the D2 filters is that the first stage can be used for denitrification, similar to a deep-bed Denite filter, and the second stage can be used for phosphorus (and DON) removal. This configuration was not piloted at the Dilorio WRF, but does present a viable option for both post nitrogen and phosphorus removal.

Piloting Results

The results from the piloting tests were very promising. Both CoMag and DynaSand pilot units were able to achieve the Regulation 31 TP limit of 0.17 mg/L with a coagulant dose around 10 mg/L as Al. Both units also demonstrated significant DON removals, about 40 percent, at the higher alum dosages (greater than 15 mg/L as Al). Both processes also demonstrated increases in UVT and reductions in TSS, turbidity, e.Coli, and some metals including selenium. The CoMag system exhibited advantages in terms of processing high solids and high flow streams whereas the DynaSand system struggled at the high flow condition. One advantage with the DynaSand unit is that polymer may not be required and this can provide some operational savings. For details on the pilot testing results, refer to the Pueblo Tertiary Treatment Pilot Testing Report (2014). A cost comparison of these two options is presented in the Section 7.4 based on the future flow and loadings.

7.3 Regulation 31 Optimization Options

The sidestreams associated with anaerobic digesters are known to generate significant nutrient loads. There are three sludge process recycle streams that return flow to the head of the plant:

- Centrate – returns to Raw Sludge Pump Station
- North Drying Beds (Dewatered Sludge Storage Area) – returns to Raw Sludge Pump Station
- Drying Bed Decant – returns upstream of the Headworks (is accounted for in the influent sampling)

In most instances, the ammonia-nitrogen and phosphorus loads are of most concern. The sidestreams are typically returned to the headworks of the wastewater treatment plant (WRF) where they are combined with the influent wastewater. The ammonia-nitrogen load from this sidestream return can be expected to be between 15 and 30 percent of the total nitrogen load entering the WRF whereas the phosphorus loads can be expected to be between 10 to 20 percent. Only the centrate stream is sampled on a regular basis, and according to historical data, this sidestream comprises of about 28 percent of the nitrogen load to the biological reactors. This additional nitrogen load results in the WRF utilizing additional energy on aeration to nitrify the ammonia and may also require supplemental carbon addition as future permit limits become more stringent. The additional phosphorus load would require additional chemical (metal-salts) addition which could impact the overall secondary sludge production and overall cost of wastewater treatment.

To reduce the impact of these high nutrient loads on the existing WRF, the sidestreams can be treated separately prior to their return to the head of the WRF.

7.3.1 Sidestream Nitrogen Treatment

Several biological processes are available to remove nitrogen from the sidestreams generated from biosolids processing. The fully automatic deammonification process uses ammonia oxidizing bacteria (AOB) and anammox bacteria to convert ammonia-nitrogen directly to nitrogen gas. In this process, half of the influent ammonia load is converted to nitrite by AOB and rest of the ammonia and nitrite is combined by anammox bacteria to dinitrogen gas. The treated centrate, with its reduced nitrogen load, is then returned to the headworks of the WRF. For low flow sidestream treatment, such systems are proving to be cost-effective compared to the cost of removing the additional ammonia load in the WRF using conventional processes. The biological nitrogen removal pathways are shown in Figure 14, to illustrate the benefits of the anammox process.

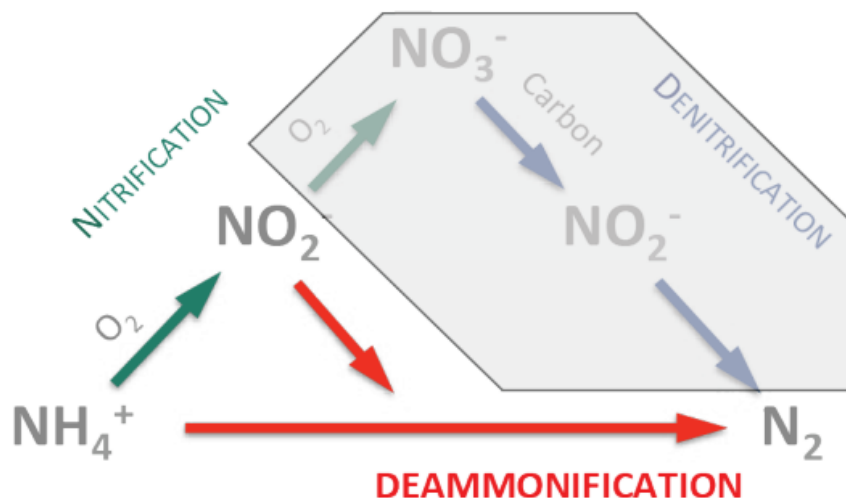


Figure 14. Anammox Process Schematic

The step of converting ammonia to nitrite is the same for both regular nitrification and deammonification processes. However, nitrite rather than nitrate is produced, saving the aeration energy required for nitrite oxidation. Additionally, only half the ammonia needs to be converted to nitrite, since the anammox bacteria consumes equal parts ammonia and nitrite to dinitrogen gas. The anammox process uses only 37% of the aeration energy as a conventional nitrifying plant. Since half the nitrite is produced only half the alkalinity is consumed as in a conventional process. Since AOB and anammox microorganisms consume inorganic carbon, deammonification requires no carbon for nitrogen removal. However, anammox organisms are slow growing and require a long SRT and seeding is usually required at startup. Biomass production is 80% less in the deammonification process than in a normal nitrifying process.

There are several deammonification processes including the DEMON® and ANITA-Mox® systems. Both systems require long SRTs and have specialized methods to conserve the biomass. The DEMON® system is a sequencing batch reactor that uses a hydrocyclone for wasting and anammox bacteria retention. The ANITA-Mox® system is a MBBR that relies on the growth of AOB and anammox bacteria as a biofilm on the media. Both systems require centrate equalization and only require a modest basin volume. The deammonification process is favored at temperatures greater than 20 degrees Celsius, which is ideal for digester centrate streams, but may need to be heated for drying bed return streams. The DEMON® system with hydrocyclones and the ANITA-Mox media with anammox biofilm, is shown in Figure 15.



Figure 15. DEMON System (L) and ANITA-Mox Media (R)

7.3.2 Sidestream Phosphorus Recovery

The phosphorus levels in the sidestream treatment could be handled by another sidestream process to remove phosphorous or by the addition of metal salt coagulant to precipitate phosphorous. Chemical precipitation would require tertiary filters to achieve future phosphorus limits and would require much larger chemical doses. Removing phosphorous has the added benefit in reducing the potential for struvite formation. Pre-digestion phosphorus technologies have the potential to reduce struvite formation by up to 70% while post-digestion processes can reduce formation by up to 25%.

7.3.2.1 Struvite Recovery

Phosphate can be recovered in the form of struvite through the addition of magnesium chloride and pH adjustment. Therefore, controlled struvite formation could help to manage the phosphorus levels in the sidestream.

Although, the precipitation of struvite may present some problems in the treatment process, struvite has a potential use as a fertilizer when recovered from solution. It has been shown that struvite is a highly effective source of nitrogen, magnesium and phosphorus for agriculture and can be used as a slow release fertilizer at high application rates without damaging plant roots. Struvite is commercially sold as a specialty fertilizer known as MagAmp or MAP, abbreviations for the chemical name for struvite (magnesium ammonium phosphate). Sustainability-minded utilities are further considering struvite harvesting based on a forecast limiting the supply of the world's minable phosphorus supplies. These mines are projected to be depleted within the next 40 to 80 years. Because of the need for phosphorus to support plant life (and by association all life), it is anticipated that the value of phosphorus will rise dramatically as this limited resource is exhausted.

Several vendors market and supply struvite recovery processes such as Ostara®, Multiform Harvest, Air-Prex®, and DHV-Crystalactor®, the general processes are similar. In a struvite recovery process, phosphorus recovery is accomplished in a reactor with supplemental addition of magnesium chloride and other chemicals (including caustic, if necessary to raise pH). The sidestream with high levels of phosphate and ammonia is pumped up through the reactor. Magnesium chloride is added to the reactor to react with the phosphate and ammonia present in the recycle stream, quickly crystallizing and forming crystals of struvite inside the reactor. The crystals grow in size, eventually forming pellets that can be harvested.

Unlike other alternatives for phosphorus removal, controlled struvite precipitation also produces a commercial fertilizer which could provide direct benefits depending on how an agreement with a struvite recovery vendor is structured. Struvite recovery will reduce the potential of struvite formation in the digesters and sidestream lines and lower operational costs over the long-term.

7.3.2.2 AIRPREX®

The AIRPREX® process precipitates struvite directly from anaerobically digested sludge. The sludge is aerated to strip carbon dioxide, which in turn raises pH and allows struvite to precipitate. AIRPREX® is a batch process that produces a fertilizer product that can be sold or combined with biosolids. Figure 16 shows a process schematic for this technology.

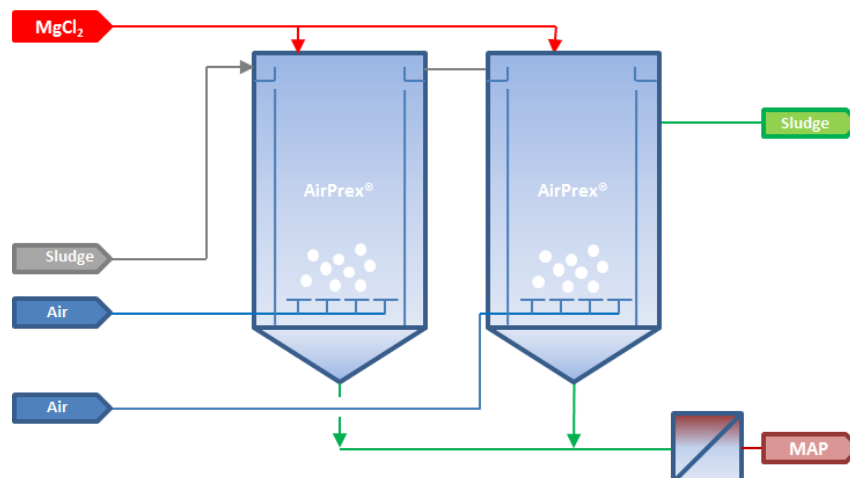


Figure 16. AIRPREX® Schematic

7.3.2.3 Phosphorus Release Process

Phosphorus release processes such as WASSTRIP® or MULTISTRIP® promote the release of phosphorous and magnesium in the WAS stream prior to digestion. The system consists of an equalization tank and an anaerobic holding tank for P and Mg release. This system removes struvite causing agents (P and Mg) before the WAS is sent to the digesters. However, the process produces a high strength liquid stream that should be processed in a struvite removal process. This system has a significant advantage over the struvite recovery systems that only recover phosphorus from the centrate return treatment as it reduces struvite in the digesters themselves, but it requires an additional process in addition to the typical centrate struvite recovery process. Figure 17 shows a process schematic for the WASSTRIP process in combination with the struvite recovery Ostara process.

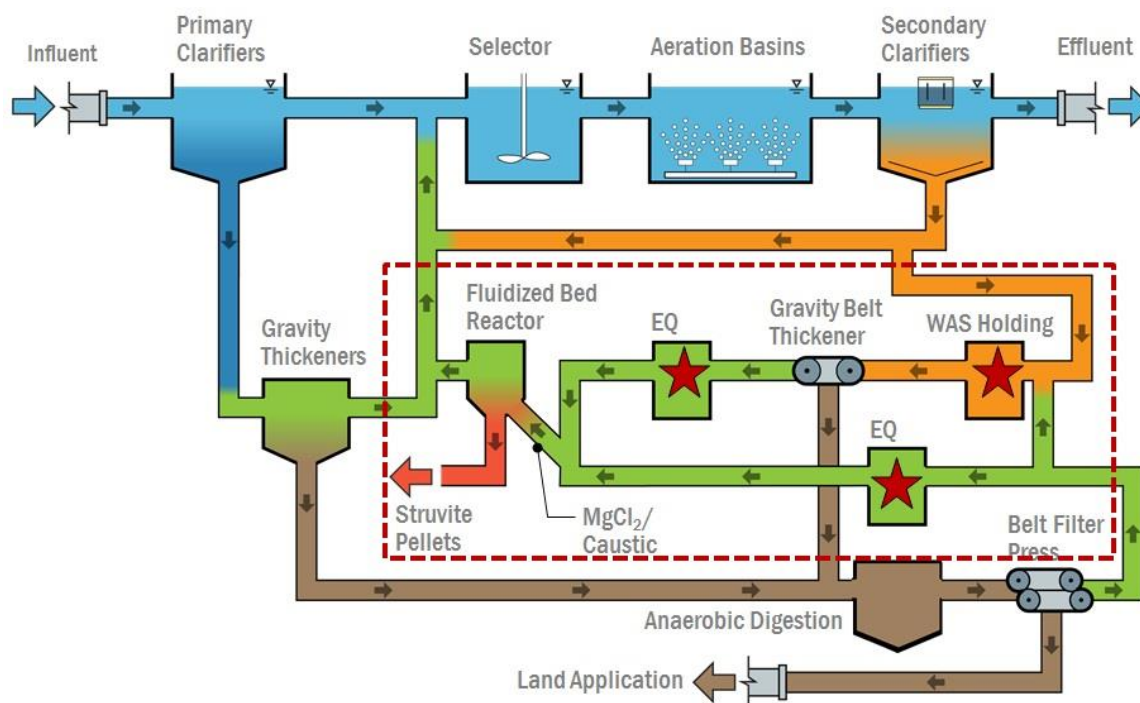


Figure 17. WASSTRIP® Schematic

7.4 Alternatives to Meet Regulation 31

In order to analyze the options available for the Dilorio WTP to meet the Regulation 31 effluent limits, both the secondary and tertiary treatment options must be analyzed in conjunction with each other as the effectiveness of the secondary treatment will directly influence the operating costs of the tertiary treatment. Sidestream treatment options can be analyzed separately to determine if the installation of those systems can provide an appropriate payback in terms of reducing operational costs (aeration energy and chemical usage).

7.4.1 Secondary Treatment

As discussed previously, to meet the Regulation 31 effluent limits, the secondary treatment process will be supplemented by a tertiary treatment process. In this case, the overall goal of the secondary process is to reduce the ammonia and TIN concentrations as low as possible to ensure the Regulation 31 TN limit of 2.01 mg/L can be achieved after tertiary treatment.

Alternatives 5 and 6 had the lowest life cycle costs for meeting the Regulation 85 limits, but due to the lower nitrogen effluent limits for Regulation 31, Alternatives 7 and 8 may prove to be the most cost-effective solution for this mode of operation. Alternatives 7 and 8 are similar to Alternatives 5 and 6, respectively, except that instead of keeping the IMLR offline, the IMLR is rerouted to the beginning of the existing anaerobic to emphasize biological nitrogen removal instead of phosphorus removal with increased anoxic volume. Table 21 presents a summary of pertinent modeling results for the selected Regulation 85 alternatives that provide the best secondary treatment performance for meeting the Regulation 31 limits.

Table 21. Summary of Modeling Results for Regulation 31

Parameter	Alternative 5: Low DO Aeration Control – No Anoxic	Alternative 6: Ammonia-based Aeration Control – No Anoxic	Alternative 7: Low DO Aeration Control – No Anaerobic	Alternative 8: Ammonia-based Aeration Control – No Anaerobic
Total SRT (d)	9.5	9.5	9.5	9.5
Aerobic SRT (d)	8.0	8.0	8.0	8.0
MLSS (mg/L)	3,300	3,300	3,300	3,300
Average DO in Oxid Reactors (mg/L)	0.5	0 – 1.5	0.5	0 – 1.5
Average Airflow (scfm)	10,500	10,500	10,500	10,500
Internal Mixed Liquor Recycle (MGD)	0	0	45	45
Effluent NH ₃ -N (mg/L)	0.3	2.5	0.45	2.5
Effluent NO ₃ -N (mg/L)	5.5	2.5	4	2.5
Effluent TIN [AVG./ Max Day] (mg/L)	6.0/ 9.5	5.4/ 8.0	4.5/ 8.0	5.2/ 8.5
Effluent TP (mg/L)	0.72	0.80	0.95	1.0
Effluent PO ₄ -P (mg/L)	0.32	0.35	0.50	0.55
Aluminum Requirement?	No	No	Yes	Yes
Sidestream NH ₃ -N (lb/d)	570	570	570	570
Sidestream PO ₄ -P (lb/d)	250	250	250	250
Primary Sludge (lb/d)	31,900	31,900	31,900	31,900
WAS (lb/d)	13,900	13,900	14,200	14,200
Cake (lb/d)	21,300	21,300	21,000	21,000

Conventionally, the best strategy for meeting low TN limits is to perform nitrogen removal in the secondary process and eliminate biological phosphorus removal. This means that Alternatives 7 and 8 would be favorable over Alternative 5 and 6 for secondary treatment when the Regulation 31 limits are in place. These options maximize use the available carbon in the wastewater for nitrogen removal since phosphorus can be removed chemically and nitrogen must be treated biologically.

As shown in the summary table, Alternatives 6 and 8 (ammonia-based aeration control) have the highest combination of ammonia and TIN concentrations of the four alternatives. Even though these alternatives would normally be eliminated because of the high ammonia concentrations, they are the best match for the implementation of new and cutting edge nitrogen removal processes such as mainstream deammonification.

For example, although Alternative 8 would result in a higher ammonia effluent concentration than Alternative 7, there is potential to convert the tertiary MBBR into a mainstream deammonification process. This would provide a biological method of reducing the ammonia and nitrite concentrations to meet the TN limit of 2.01 mg/L. The approximate ammonia plus nitrite concentration in the modeled secondary effluent for Alternative 8 is 5 mg/L as nitrogen. With the mainstream deammonification process, it is expected that this overall concentration can be reduced by 80 to 90 percent from 5 mg/L to <1 mg/L as nitrogen. Use of mainstream deammonification would significantly lower the operating costs for nitrogen removal as carbon addition would be reduced; however, as stated previously, mainstream deammonification technology is emerging and cannot be fully recommended at this time. But due to its potential, flexibility to operate in this manner should be considered when planning and designing future improvements. For this reason, Alternatives 6

and 8 will continue to be included in the analysis even though with current proven technologies, they would not be able to meet the Regulation 31 TN limits.

The design of the aeration control strategies for Alternatives 5 and 7 (low DO) and Alternatives 6 and 8 (ammonia-based control) are very similar and have the flexibility to operate either as low DO or as ammonia-based control. Therefore, these alternatives should be treated as the same based on the permit limits to be faced. If mainstream deammonification is suitable for the Dilorio WRF, then Alternatives 6 and 8 are better options for the City due to its lower O&M requirements. Otherwise, Alternatives 5 and 7 are the preferred alternatives.

Alternatives 5 and 7 will be paired with applicable tertiary process options to determine the Alternative combination that meets the Regulation 31 effluent limits reliably and cost-effectively. In addition, Alternatives 6 and 8 will be paired with an MBBR and CoMag tertiary process to determine how that option would fare comparatively if mainstream deammonification may become a possibility in the future.

Target plant effluent values for each Alternative to meet Regulation 31 limits are shown in Table 22.

Table 22. Summary Target Plant Effluent for Regulation 31				
Parameter	Alternative 5: Low DO Aeration Control – No Anoxic	Alternative 6: Ammonia-based Aeration Control – No Anoxic	Alternative 7: Low DO Aeration Control – No Anaerobic	Alternative 8: Ammonia-based Aeration Control – No Anaerobic
Ammonia (mg/L)	0.5	0.4	0.5	0.4
Nitrate (mg/L)	0.2	0.5	0.2	0.6
Nitrite (mg/L)	0.5	0.3	0.5	0.2
DON (mg/L)	0.7	0.7	0.7	0.7
Total Nitrogen (mg/L)	1.9	1.9	1.9	1.9

7.4.2 Tertiary Treatment

Of the tertiary treatment options presented in Section 7, two post denitrification processes (denitrification filters and MBBR) were combined with two enhanced coagulation solid-liquid separation for phosphorus and DON removal technologies (Parkson DynaSand D2 and CoMag). These were also compared with a conceptual MF+RO installation.

Therefore, the four alternatives that were selected to meet the tertiary treatment requirements of Regulation 31 are:

- D2 DynaSand Filters with first stage denitrification and second stage enhanced coagulation
- MBBR combined with CoMag
- Deep Bed Denite Filters combined with CoMag
- MF+RO

7.5 Cost Analysis of Regulation 31 Alternatives

As with the Regulation 85 Alternatives, Brown and Caldwell prepared planning level cost estimates for the Regulation 31 alternatives for the purpose of comparative economic evaluation. Estimates of initial capital cost, as well as annual operation cost, were prepared for each of the alternatives. A 10-year net present value (NPV) analysis was also prepared to facilitate comparison over the longer term.

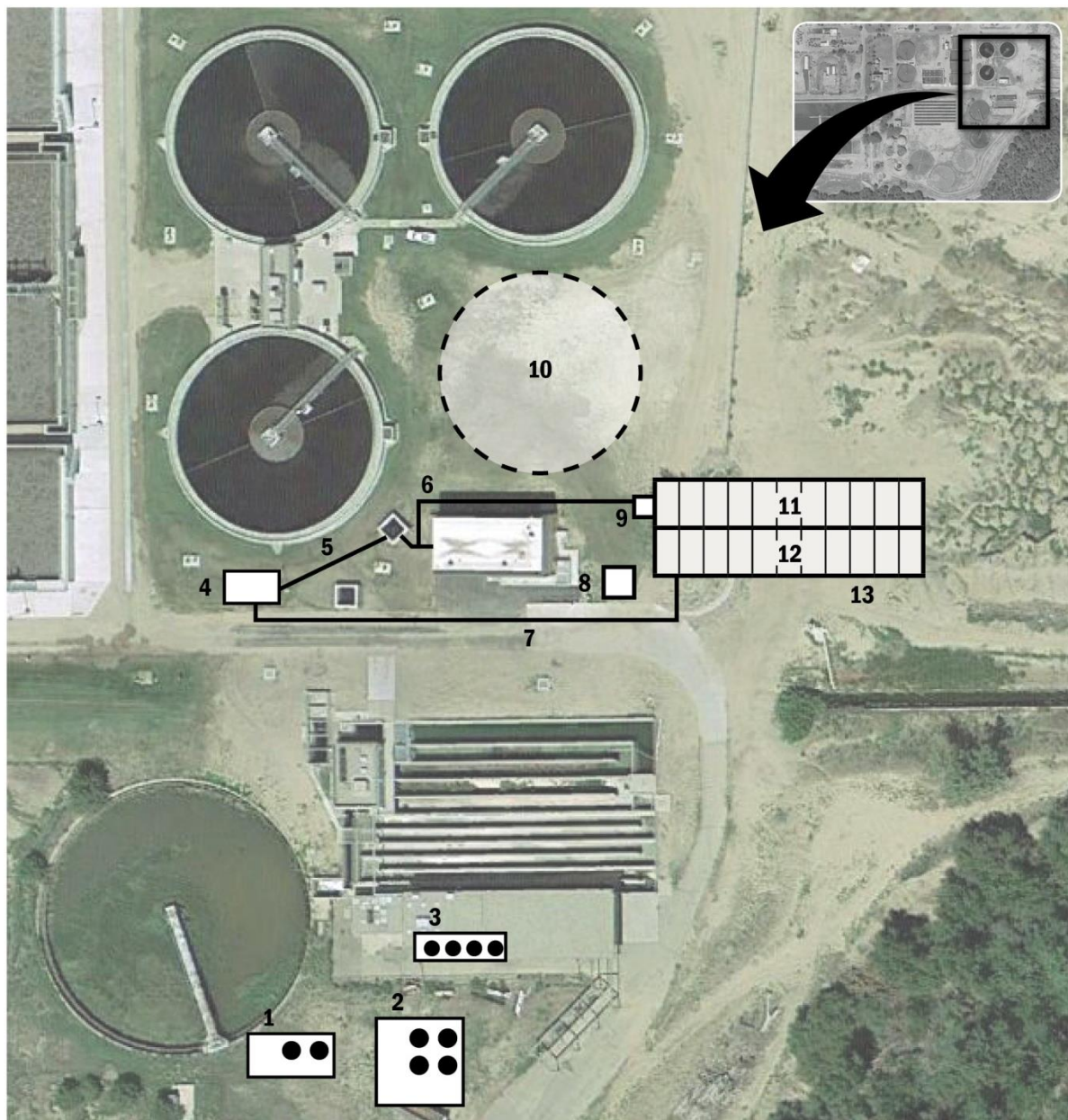
7.5.1 Capital Costs

Table 23 shows the required components for each Regulation 31 alternative that were used to calculate capital costs. All alternatives except for MF+RO require a secondary effluent pump station and Methanol and Coagulant storage and feed facilities. Figures 2 through 4 in Attachment A show how the process tankage required for the tertiary treatment alternatives fit in with the hydraulic profile. Layouts for the three alternatives, excluding MF+RO are shown in Figures 18-20.

Table 23. Tertiary Treatment Alternatives Components

	DynaSand D2 Filters	MBBR + CoMag	Denite Filters + CoMag	MF + RO
Secondary Effluent Pump Station (30'x20' building, wetwell, 4x 100hp vertical turbine pumps, yard piping)	X	X	X	
Support Building 40'x20' To house electrical and process equipment	X	X	X	
Methanol Facilities 50' x 25' building 2 x 5,000 gallon storage tanks, pumps	X	X	X	
Additional Chemical Facilities 50' x 50' building to house 4 x 6,000 gallon PACL tanks 4 x 3,000 gallon NaOH tanks in proposed 2016 chemical building	X	X	X	
D2 Dynasand Filters Stage 1: 168' x 27' x 24' depth Stage 2: 168' x 27' x 19 depth Equipment: Backwash blowers and pumps	X			
CoMag Process 4 basins: each 17' x 17' x 17' depth 2 clarifiers: 40' diameter x 10' side water depth Equipment: mixers, Magnetite recovery, static mixer		X	X	
MBBR Basins 2 basins: each 46' x 49' x 25' depth Equipment: blowers, media mixers		X		
Post Aeration Tank 1 basin: 16' x 46' x 25 depth	X	X		
Deep Bed Denite Filter Filter basins: 82' x 72' x 25' depth Clearwell: 26'x72'x25' depth Mudwell: 16'x72'x25' depth Gallery: 28'x124'x25' depth Equipment: Backwash blowers and pumps			X	
Polymer Building 22' x 12' for CoMag Polymer System		X	X	
MF+RO Building and Evaporation Ponds Filtration Equipment and brine ponds				X

Reg 31: Parkson D2 Filters Layout



- 1 Methanol building 50' x 25' 2 x 10' dia. Methanol tanks 5,000 gallons each
- 2 Coagulant building 50' x 50' 4 x 10' dia. PACL tanks 6,000 gallons each
Chemical Feed Building (Convert tanks planned for 2016) 4 x 8' dia. NaOH tanks 3,000 gallons each
- 4 Filter Influent Pump Station (30' x 20')

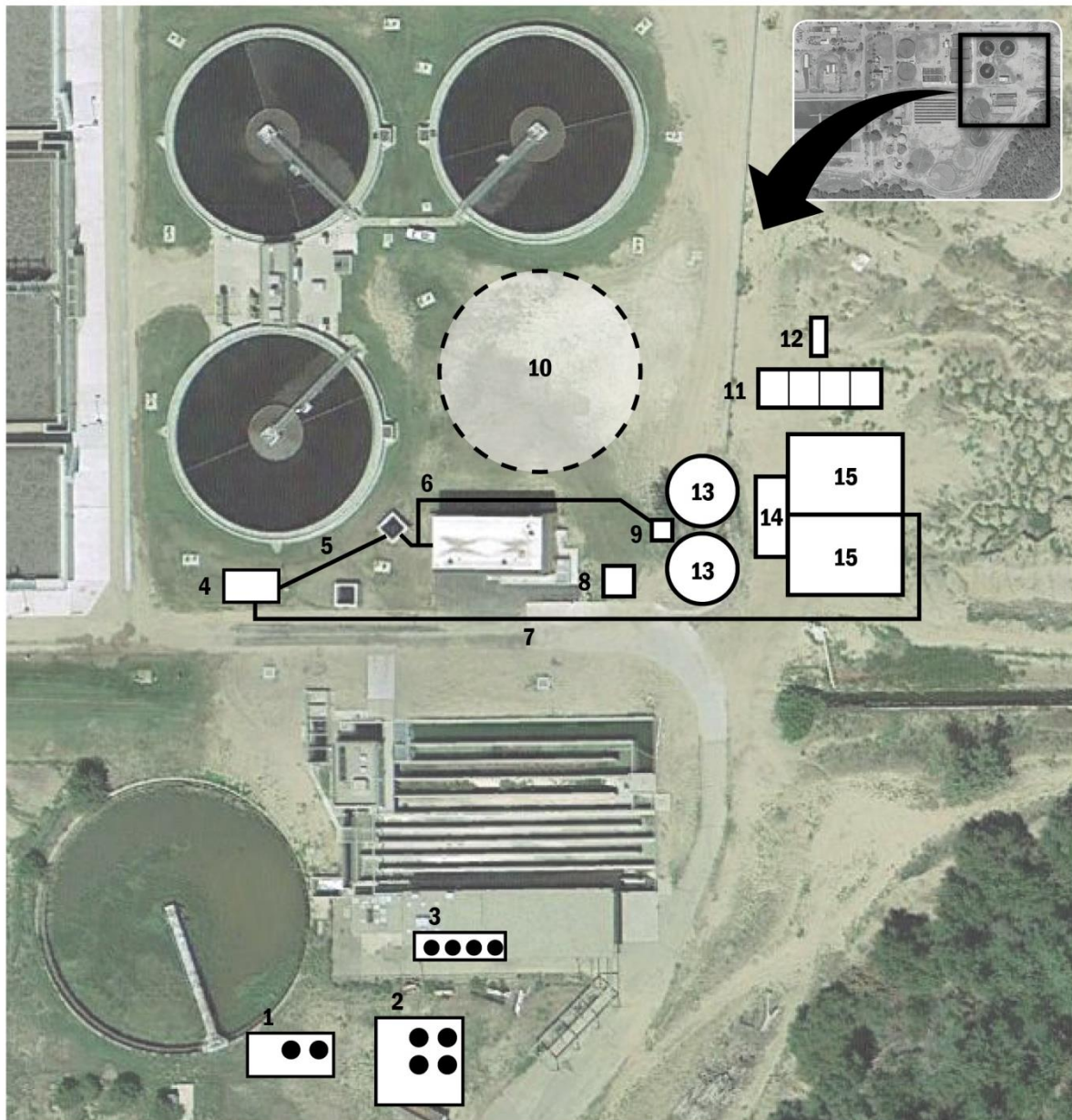
- 5 48" Secondary Effluent (gravity)
- 6 48" Tertiary Effluent (gravity)
- 7 36" Secondary Effluent (pumped)
- 8 Support building 20' x 20'
Electrical and Backwash pumps
- 9 Effluent Box

- 10 Future Clarifier #4
- 11 Stage 2 filters 11 modules
(6 cells per module)
- 12 Stage 1 filters 11 modules
(6 cells per module)
- 13 Parkson D2 Filters 168' x 55'

Figure 18. Regulation 31 Alternative 1 Layout: Parkson D2



Reg 31: MBBR + CoMag Layout



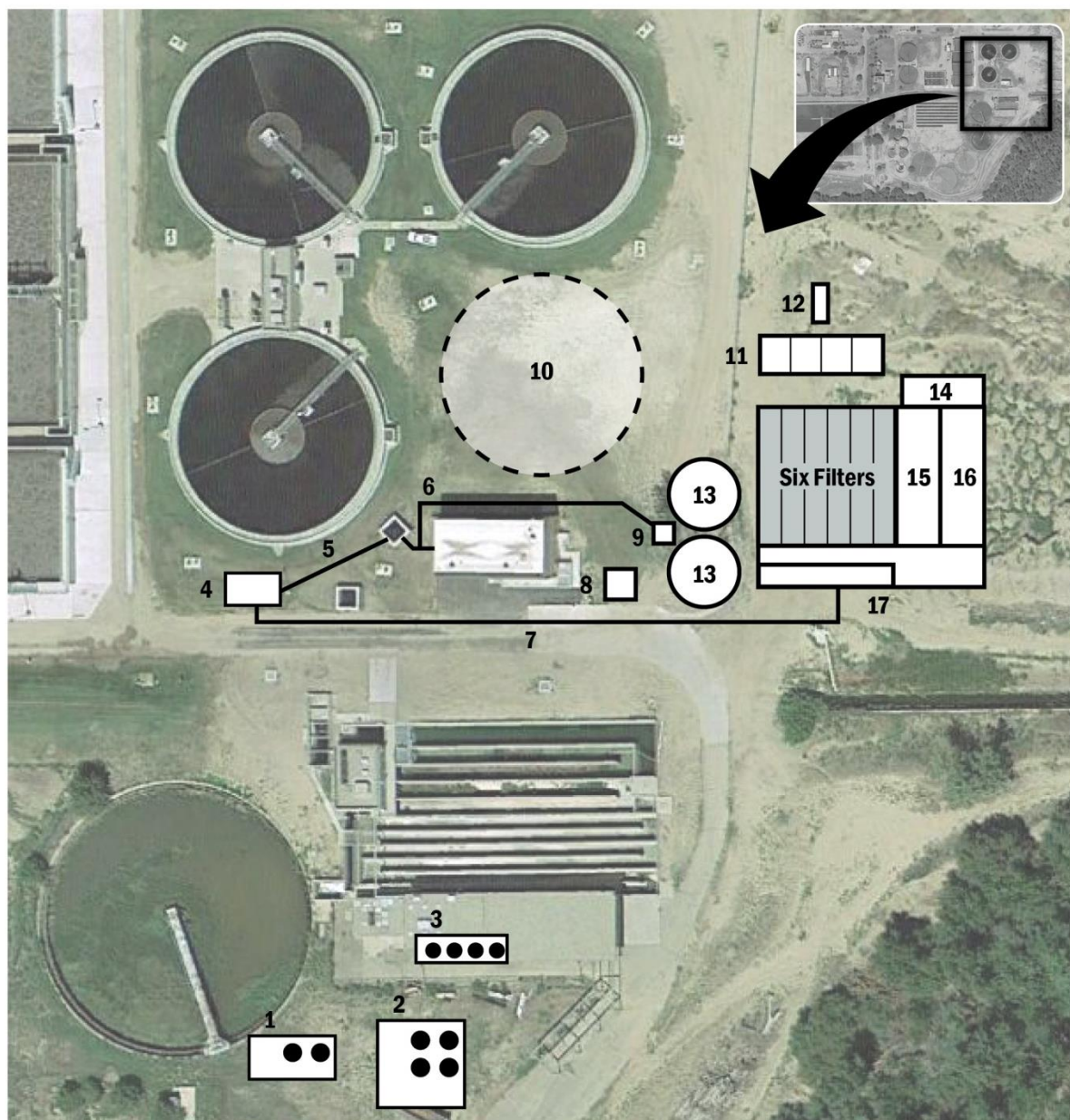
- 1 Methanol building 50' x 25' 2 x 10' dia. Methanol tanks 5,000 gallons each
- 2 Coagulant building 50' x 50' 4 x 10' dia. PACL tanks 6,000 gallons each
- 3 Chemical Feed Building (Convert tanks planned for 2016) 4 x 8' dia. NaOH tanks 3,000 gallons each
- 4 Filter Influent Pump Station (30' x 20')

- 5 48" Secondary Effluent (gravity)
- 6 48" Tertiary Effluent (gravity)
- 7 36" Secondary Effluent (pumped)
- 8 Support building 20' x 20' Electrical and MBBR equipment
- 9 CoMag Effluent Box

- 10 Future Clarifier #4
- 11 CoMag Reactors: 4 x 17' x 17'
- 12 Polymer Area: 22-ft x 12-ft
- 13 CoMag Clarifiers: 2 x 40' diameter
- 14 Post-Aeration Tank: 46-ft x 16-ft
- 15 MBBR Tanks: 2 x 46-ft x 49-ft

Figure 19. Regulation 31 Alternative 2 Layout: MBBR with CoMag

Reg 31: Denite Filters _ CoMag Layout



- 1 Methanol building 50' x 25' 2 x 10' dia. Methanol tanks 5,000 gallons each
- 2 Coagulant building 50' x 50' 4 x 10' dia. PACL tanks 6,000 gallons each
- 3 Chemical Feed Building (Convert tanks planned for 2016) 4 x 8' dia. NaOH tanks 3,000 gallons each
- 4 Filter Influent Pump Station (30' x 20')

- 5 48" Secondary Effluent (gravity)
- 6 48" Tertiary Effluent (gravity)
- 7 36" Secondary Effluent (pumped)
- 8 Support building 20' x 20' Electrical and Backwash Pumps
- 9 CoMag Effluent Box
- 10 Future Clarifier #4

- 11 CoMag Reactors: 4 x 17' x 17'
- 12 Polymer Area: 22-ft x 12-ft
- 13 CoMag Clarifiers: 2 x 40' diameter
- 14 Post-Aeration Tank: 46-ft x 16-ft
- 15 Mudwell
- 16 Clearwell
- 17 Denite Filter Complex 124-ft x 100-ft

Figure 20. Regulation 31 Alternative 3 Layout: Denite Filters with CoMag

Based on the assumptions and layouts discussed above, capital cost estimates were generated for the each of the Regulation 31 Alternatives. The construction costs are presented in Table 24 and detailed further in Attachment B.

Construction costs for the MF+RO facility were calculated from an estimate of \$5.50 per gpd treated for the main process and \$5.00 per gpd of generated brine (15% of treated flow) for the brine evaporation ponds. This per gpd cost includes the mark-ups applied to the other construction estimates except for engineering/SDC services. As Table 24 shows, the MF+RO alternative is exorbitantly high compared to the other alternatives available.

	DynaSand D2 Filters	MBBR + CoMag	Denite Filters + CoMag	MF+RO
Diffusers	\$293,000	\$293,000	\$293,000	\$293,000
Pump Station	\$1,309,000	\$1,309,000	\$1,309,000	N/A
Additional Chemical Facilities	\$1,576,000	\$1,576,000	\$1,576,000	N/A
DynaSand D2 ^a	\$8,478,000	N/A	N/A	N/A
CoMag ^a	N/A	\$3,265,000	\$3,265,000	N/A
MBBR ^a	N/A	\$5,691,000	N/A	N/A
Denite Filters ^a	N/A	N/A	\$8,604,000	N/A
MF+RO	N/A	N/A	N/A	\$98,125,000
Subtotal A:	\$11,656,000	\$12,134,000	\$15,047,000	\$98,418,000
General Conditions	\$1,165,000	\$1,213,000	\$1,505,000	\$9,842,000
Site Civil and Earthwork	\$909,000	\$948,000	\$1,180,000	Included in Base Cost
EI&C Allowance ^b	\$2,447,000	\$2,566,000	\$3,295,000	Included in Base Cost
Contractor Overhead and Profit ^c	\$2,426,000	\$2,529,000	\$3,154,000	\$16,239,000
Contractor Contingency ^d	\$5,581,000	\$5,816,000	\$7,254,000	\$37,349,000
Engineering and SDC ^e	\$4,837,000	\$5,042,000	\$6,287,000	\$32,369,000
Total Initial Capital Costs:	\$29,021,000	\$30,248,000	\$37,722,000	\$194,217,000

a. Equipment Installation calculated as 10% of equipment costs.

b. E,I,&C Allowance calculated as 25% of subtotal A.

c. Contractor Overhead and Profit calculated as 15% of subtotal B.

d. Contractor Contingency calculated as 30% of subtotal C.

e. Engineering and SDC calculated as 20% of subtotal D.

7.5.2 Annual Operating Costs

As discussed previously, the annual operating costs for the Regulation 31 Alternatives are not only based upon the tertiary treatment technology used, but also the performance of the secondary process selected.

7.5.3 Secondary Treatment Annual Operating Costs

For Regulation 31, the pilot testing showed that coagulant dosing needed to remove DON in the tertiary filtration process was in excess of the amount needed to chemically remove phosphorus to the Regulation 31 levels. Therefore, the biological phosphorus removal in the secondary process is not a factor in calculating the operational costs of the Alternatives.

There are five operating cost items that can be determined from data gathered from the piloting and BioWin™ modeling. These are presented in Table 25 and are discussed briefly below:

- **Chemical DON/P Removal – Coagulant (PACL):** This cost is based upon pilot study data that indicated 15 mg/L as Al was needed to reduce DON concentration from 1.2 to 0.7. This amount exceeds the 10 mg/L as Al needed to reduce TP below 0.17 mg/L. The DON concentration in the secondary effluent does not vary between the secondary treatment alternatives so this cost is constant across options.
- **Chemical DON/P Removal – Alkalinity:** This cost is based upon the amount of alkalinity required to neutralize the PACL coagulant dosed. As with the coagulant, the cost associated with this chemical feed is consistent across secondary treatment alternatives.
- **Aeration Power:** The aeration energy is calculated based on the average scfm of air required by the secondary process as modeled in BioWin™. All four of these Alternatives have optimized aeration controls, this value is also consistent across the alternatives.
- **Power Savings for Turning off IMLR:** The secondary process configurations for Alternatives 5 and 6 do not require an internal mixed liquor recycle stream. The reduction in energy usage is credited to these Alternatives.
- **NO₃ Denite with Methanol:** The amount of external carbon required (methanol, for the purposes of this investigation) depends on the amount of nitrate being sent to the tertiary process to be denitrified regardless of the denitrification technology being utilized. This chemical cost is the one most directly related to secondary process performance as more methanol is required the more nitrates are present.

Table 25. Regulation 31 Annual Costs Based on Secondary Process

	Alternative 5: Low DO Aeration Control – No Anoxic	Alternative 6: Ammonia-based Aeration Control – No Anoxic	Alternative 7: Low DO Aeration Control – No Anaerobic	Alternative 8: Ammonia-based Aeration Control – No Anaerobic
Chemical DON/P Removal – Coagulant (PACL ^a)	\$1,764,000	\$1,764,000	\$1,764,000	\$1,764,000
Chemical DON/P Removal – Alkalinity (NaOH ^b)	\$552,000	\$552,000	\$552,000	\$552,000
Aeration Power ^c	\$170,000	\$170,000	\$170,000	\$170,000
Power Savings for Turning off IMLR ^c	\$(55,000)	\$(55,000)	N/A	N/A
NO ₃ Denite with Methanol ^d	\$161,000	\$68,000	\$119,000	\$ 72,000
Total Annual Chemical and Power Cost:	\$2,592,000	\$2,499,000	\$2,605,000	\$2,558,000

* Annual cost is for year 2022 projected flow

a. PACL cost was based upon a price of \$3.54/gallon for PAX-18

b. NaOH cost was based upon a price of \$2.50/gallon for 50% NaOH

c. Aeration Power cost and Power Savings were based upon a price of \$0.07/kWh

d. Methanol cost was based upon a price of \$2/gallon

7.5.4 Tertiary Treatment Annual Operating Costs

Operational costs for tertiary treatment processes are specific to the technologies used. The chemicals used as part of these processes (coagulant, alkalinity, and methanol) were accounted for in the costs presented in Section 7.5.3. All options other than the MF+RO alternative include the operation of an intermediate pump station to lift the secondary effluent to the tertiary process. The operating costs for each of these technologies are presented in Table 26 and are discussed briefly below:

- DynaSand D2 Filter Alternative: The costs for operating the DynaSand D2 filters consist of the backwash blower and backwash pump.
- MBBR and CoMag Alternative: The MBBR process includes aeration blowers and mixers in the MBBR reactor tank. The subsequent CoMag process has electrical demand for the magnetite recovery equipment and costs for makeup magnetite and polymer feeds.
- Deep Bed Denite Filter and CoMag Alternative: The cost for operating deep-bed Denite filters consist of the backwash blower and backwash pump. The subsequent CoMag process has electrical demand for the magnetite recovery equipment and costs for makeup magnetite and polymer feeds.
- MF+RO Alternative: Annual operational costs for the MF+RO process are estimated to be \$3.00 per 1,000 gallons treated per day.

More detailed calculations of these operating costs are provided in Attachment C.

Table 26. Regulation 31 Annual Costs for Tertiary Treatment Alternatives

Cost Element	DynaSand D2 Filters	MBBR + CoMag	Denite Filters + CoMag	MF + RO
Intermediate Pump Station ^a	\$69,000	\$69,000	\$69,000	N/A
Filter Power (backwash blower) ^a	\$9,000	N/A	\$10,000	N/A
Backwash Pump Back to Plant ^a	\$2,000	N/A	\$2,000	N/A
MBBR Media Mixers ^a	N/A	\$55,000	N/A	N/A
MBBR Blowers ^a	N/A	\$37,000	N/A	N/A
CoMag Power ^a	N/A	\$29,000	\$29,000	N/A
CoMag Makeup Magnetite ^b	N/A	\$14,000	\$14,000	N/A
CoMag Polymer ^c	N/A	\$52,000	\$52,000	N/A
MF + RO Power and operation	N/A	N/A	N/A	\$17,192,000
Total Annual Chemical and Power Cost:	\$80,000	\$256,000	\$176,000	\$17,192,000

* Annual cost is for flows at rated capacity (15.7 MGD AAF)

a. Aeration Power cost and Power Savings were based upon a price of \$0.07/kWh

b. Magnetite cost was based upon a price of \$0.25/lb

c. Polymer cost was based upon a price of \$1.09/dry lb

7.5.5 Net Present Value

Once again, to provide a comparison of the alternatives, taking into account both capital and operating costs, a net present value calculation was performed. The analysis for the Regulation 31 Alternatives will be performed over a 20-year time period; however, the initial capital expenditure will not occur until 2021. The following assumptions were made in performing the present worth calculations:

1. Engineering design, permitting, Construction and construction management costs were assumed to occur in Year 2021;
2. Annual O&M costs were assumed to occur in Years 2022 through 2034, coinciding with the end of the 20-year planning period
3. Present worth was calculated using a 3.6 percent nominal discount rate and a 2.0 percent escalation rate based on United State Office of Management and Budget (OMB) Circular A94, Appendix C for 20-year investments

Table 27 shows a summary the Net Present Value costs and the capital and scaled operational costs that were used to calculate the NPV.

Table 27. Regulation 31 20-year Net Present Value Cost

Secondary Treatment Alternative	Tertiary Alternative Requirements	Capital Cost	Annual Power and Chemical Costs (2022 values)	Net present value (20-year)
5	DynaSand D2 Filters	\$29.0 M	\$2.64 M	\$54.6 M
	MBBR + CoMag	\$30.3 M	\$2.77 M	\$57.0 M
	Denite Filters + CoMag	\$37.7 M	\$2.71 M	\$63.1 M
	MF+RO	\$194.2 M	\$11.6 M	\$299.0 M
6	MBBR + CoMag	\$30.3 M	\$2.67 M	\$56.0 M
7	DynaSand D2 Filters	\$29.0 M	\$2.66 M	\$54.7 M
	MBBR + CoMag	\$30.3 M	\$2.78 M	\$57.1 M
	Denite Filters + CoMag	\$37.7 M	\$2.72 M	\$63.2 M
8	MBBR + CoMag	\$30.3 M	\$2.73 M	\$56..6 M

7.5.6 Life-Cycle Summary

Of the Regulation 31 Alternatives, the MF+RO option is clearly the most expensive in terms of capital and operating expenses. Amongst the remaining Alternatives, the deep-bed Denite filter options are \$6-8 million dollars more expensive to construct and operate over the 20-year planning period. These two tertiary treatment options can be eliminated from consideration.

That leaves the MBBR with CoMag and Dynasand D2 tertiary treatments combined with secondary treatment Alternatives 5 and 7 to meet the Regulation 31 effluent limits. The lifecycle cost difference between Alternatives 5 and 7 are negligible, however since the process configuration of the Alternative 7 is geared toward nitrogen removal, it is the preferred option in this case, as it is projected to provide a larger margin of safety for nitrogen removal. With that considered, Alternative 7 secondary treatment combined with the Dynasand D2 process would provide the most cost effective approach. However, utilizing the MBBR with CoMag would keep the option for mainstream deammonification process available. If possible, that mode of operation could reduce the amount of methanol needed substantially.

In either case, a capital expenditure of approximately \$30 million will be needed to construct the tertiary treatment improvements needed to meet the Regulation 31 limits. Another \$2.75 million in annual operating expenses will be required to operate the modified secondary and tertiary processes.

7.6 Sidestream Treatment Alternatives

In addition to the recommended mainstream secondary and tertiary processes, the sidestream treatment options discussed in Section 7.3 were evaluated for potential cost savings. The addition of any of these processes would not decrease the sizing or capital costs of any of the mainstream alternatives since the main treatment process would still need to be capable of treating all the flows to permit limits if the sidestream treatment process was offline. Therefore, the benefits to the Dilorio WRF would strictly be from a reduction in operational costs such as aeration energy or chemical dosing. For a sidestream treatment process to be viable, the reduction in operating expenses would need to be high enough to provide a reasonable period of payback for the initial capital expenditure.

Figures 21-23 present conceptual layouts for the three sidestream treatments investigated as well as a list of improvements needed for the systems' installation.

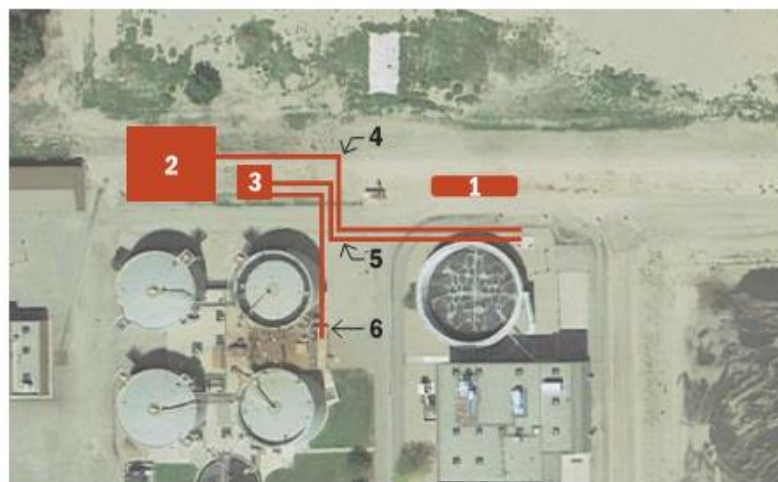
DEMON Sidestream Alternative



- 1 Proposed Odor Control System
Approximate Footprint: 20' W x 52'
- 2 Proposed DEMON basin (26' dia. x 24' tall)
- 3 Blower Room (20' x 20' footprint)
- 4 2 x 8" Centrate Pipes

Figure 21. DEMON Sidestream Conceptual Layout

OSTARA + WASSTRIP Sidestream Alternative



- 1 Proposed Odor Control System
Approximate Footprint: 20' W x 52'
- 2 Proposed OSTARA process building
(60' x 50')
- 3 Proposed WASSTRIP Tank (25' x 25')
- 4 10" Recycle to head of plant
- 5 10" centrate line
- 6 6" TWAS line

Figure 22. OSTARA + WASSTRIP Sidestream Conceptual Layout

AirPrex Sidestream Option



Figure 23. AirPrex Sidestream Conceptual Layout

Table 28 shows the annual potential savings of the sidestream alternatives and the estimated capital costs based on the layouts shown above.

	DEMON	OSTARA + WASSTRIP	AirPrex
Aeration Power Savings	(\$34,000)	N/A	N/A
Methanol Savings	(\$70,000)	(\$14,000)	(\$14,000)
Process Operating Cost (Power and/or Chemical)	\$8,000	\$89,000 ^a	\$29,000
Total Annual Chemical and Power Costs (Savings):	(\$96,000)	\$75,000	\$15,000
Total Capital Cost:	\$3.5 M	\$6.0 M	\$4.3 M

*Costs shown are for 15.7 MGD AAF

^a accounts for revenue stream of fertilizer product

7.6.1 Sidestream Nitrogen Treatment

The DEMON sidestream treatment would save approximately \$96k per year on mainstream aeration costs and supplemental carbon costs as shown in Table 28. The annual cost savings is based on Alternative 7 with a plant flow of 15.7 MGD AAF and accounts for mainstream aeration costs, power to run the process, and methanol savings. Scaled down to current average flows, the savings would be approximately \$70k during the planning period. However, even with the estimated annual savings, the payoff period would still be greater than 30 years when the \$3.5 million capital expenditure is taken into account.

7.6.2 Phosphorus Recovery

Reducing the phosphorus loading to the mainstream process would not result in reduction of chemical coagulant addition under Regulation 31 operation since chemical coagulant dosing will be driven by DON removal instead of phosphorus. The mainstream process is able to meet the Regulation 85 effluent limits on an average annual basis without regular chemical usage. Without the operational savings of coagulant reduction, the viability of OSTARA+WASSTRIP or AirPrex alternatives is significantly diminished.

There is a nitrogen reduction that occurs as part of the phosphorus recovery, ultimately reducing the nitrate load to the denitrification tertiary process. This results in the methanol savings shown in Table 28. Although sidestream phosphorus recovery will decrease struvite formation in the solids process, this operational benefit does not offset the capital expenditure and additional operational expense at this time.



Section 8: Summary and Recommendations

In formulating a plan to address the upcoming Regulation 85 and 31 effluent limits, Brown and Caldwell investigated a series of process configurations that would build upon the existing process in place at the Dilorio WRF. Table 29 summarizes the recommended improvements, estimated capital cost and estimated year of implementation.

8.1 Regulation 85

The Dilorio WRF is already proceeding with Nutrient Grant improvements that will allow the facility to meet the Regulation 85 effluent limits of 1.0 mg TP/L and 15.0 mg TIN/L utilizing supplemental carbon feed to enhance biological nutrient removal. With these improvements, a chemical polishing system is being supplied for addressing any TP exceedances in the secondary effluent. So process improvements for this phase of operation is focused on optimizing the performance of the system, getting the most out of the carbon present in the influent and minimizing the use of chemical carbon and coagulant addition to meet permit limits.

Alternatives 5 and 6 showed to be the most promising alternatives in this regard. These alternatives introduce an advanced aeration control system to the process to emphasize biological phosphorus removal and incorporate simultaneous nitrification-denitrification. There is a benefit of decreasing the aeration energy use as well.

The difference between Alternatives 5 and 6 is installing the ammonia probes that would allow for ammonia-based aeration control with the appropriate programming. For operational flexibility and stability, it may be advisable to incur the higher initial cost and install the needed infrastructure to allow for both modes of operation. Otherwise, Alternative 5 would provide the lowest cost option to meet the Regulation 85 effluent limits.

8.2 Regulation 31

Meeting Regulation 31 limits requires an optimization of the secondary process as well, but also introduces a tertiary process to provide the denitrification and chemical removal of DON and phosphorus to meet the limits of 2.01 mg TN/L and 0.17 mg TP/L.

Assuming that advanced aeration control strategies are already in place from the Regulation 85 improvements, the secondary process would be reconfigured slightly by relocating the IMLR return to the front of the existing anaerobic zones, thereby emphasizing nitrogen removal in the secondary process rather than phosphorus removal. This turns the Alternative 5 and 6 configurations into Alternatives 7 and 8. This shift away from biological phosphorus removal in the secondary process is possible since the chemical removal of DON in the tertiary process would satisfy the phosphorus removal needs as well.

There are two tertiary alternatives that can be paired cost effectively with the secondary process selected, the DynaSand D2 system and the MBBR + CoMag alternative. The Dynasand D2 alternative is the least expensive option for capital and annual costs. This alternative has low power requirements and no polymer requirements. There is an approximately \$2 million difference between the two tertiary treatments over the planning period, but in terms of scale, that is approximately 4-percent of the total NPV cost. With an implementation that is a minimum of seven years away, it is recommended that the Regulation 31 upgrades be conservatively budgeted for slightly higher MBBR with CoMag Alternative, with the understanding that the cost for the two technologies be revisited, shortly before design proceeds. With a rapidly-changing water treatment technology market, the cost differential between the two technologies may differ significantly by the time of design.



Alternative 7 is the mode of operation that would allow the low nitrogen limits to be met as currently modeled, however the Alternative 8 mode of operation (Ammonia-based control) may be preferred in the long-run if main-stream deammonification can be introduced into the tertiary process. This is not currently a proven process, but there are indications that this may be a viable solution in the near future. If that is the case, the MBBR reactor can be used for this main-stream deammonification process reducing the need for supplemental carbon addition.

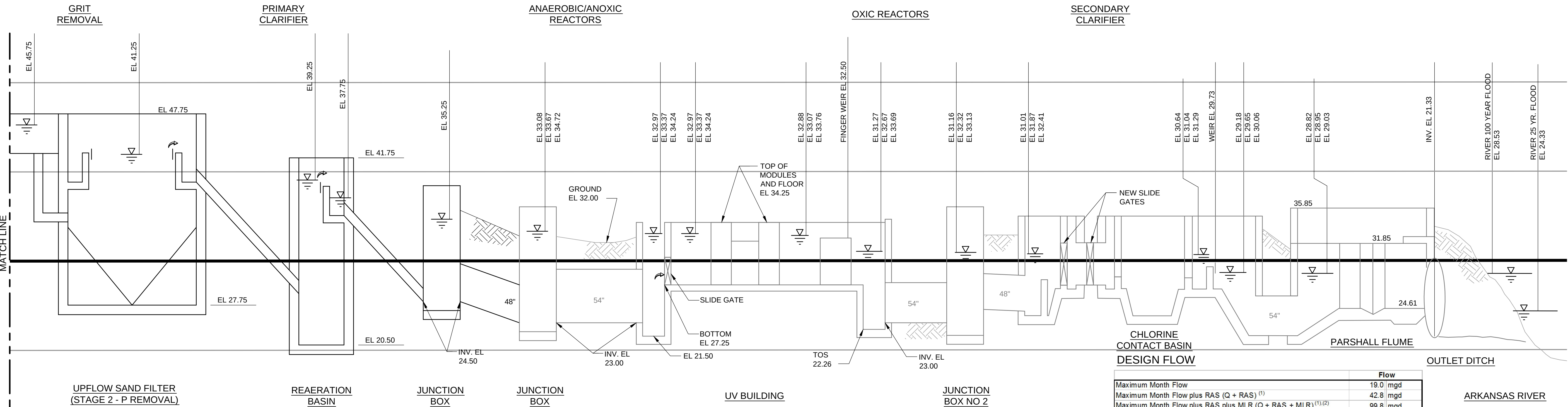
Table 29. Summary of Recommendations

Regulation	Permit Limits	Recommended Process Description	Estimated Capital Cost (Year of Project)
85	TIN < 15 mg/L TP < 1.0 mg/L	• Supplemental carbon and chemical coagulation feed (underway) • Eliminate IMLR operation • Low DO and/or ammonia-based aeration control strategy • Addition of hydrocyclones	\$2.6 million (2015)
31	TN < 2.01mg/L TP < 0.17 mg/L	• Eliminate biological phosphorus removal (reconfigure IMLR) • Add intermediate pump station • Add methanol facility (or other clean carbon source) • Add Dynasand D2 or MBBR + CoMag tertiary process	\$30.3 million (2021)

Attachment A: Hydraulic Profile Figures



A-1



LEGEND

MMF MAXIMUM MONTH FLOW (19 MGD)
PHF PEAK HOUR FLOW (33 MGD)
PWWF PEAK WET WEATHER FLOW (42 MGD)
RAS RETURN ACTIVATED SLUDGE
MLR MIXED LIQUOR RETURN



MMF
PHF
PWVF

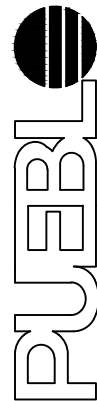
HYDRAULIC PROFILE

VERT - NO SCALE
HORIZ - NO SCALE

NOTES:

1. ALL ELEVATIONS ARE ABBREVIATED. FOR TRUE ELEVATIONS, ADD 4600 (IE EL=4640.00)
2. PROFILE INCLUDES SECTION 5 - UV DISINFECTION WORK, WHICH IS AN ADD ALTERNATIVE TO THE CONTRACT.

**NOT FOR
CONSTRUCTION**



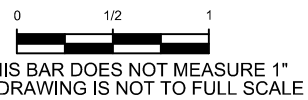
1300 S. QUEENS AVE
PUEBLO, CO 81001
PH: (719) 553-2898
FX: (719) 553-2957

WATER REC MASTER PLAN
PROJECT-NO. 14-072

PROJECT-NO. 14-072

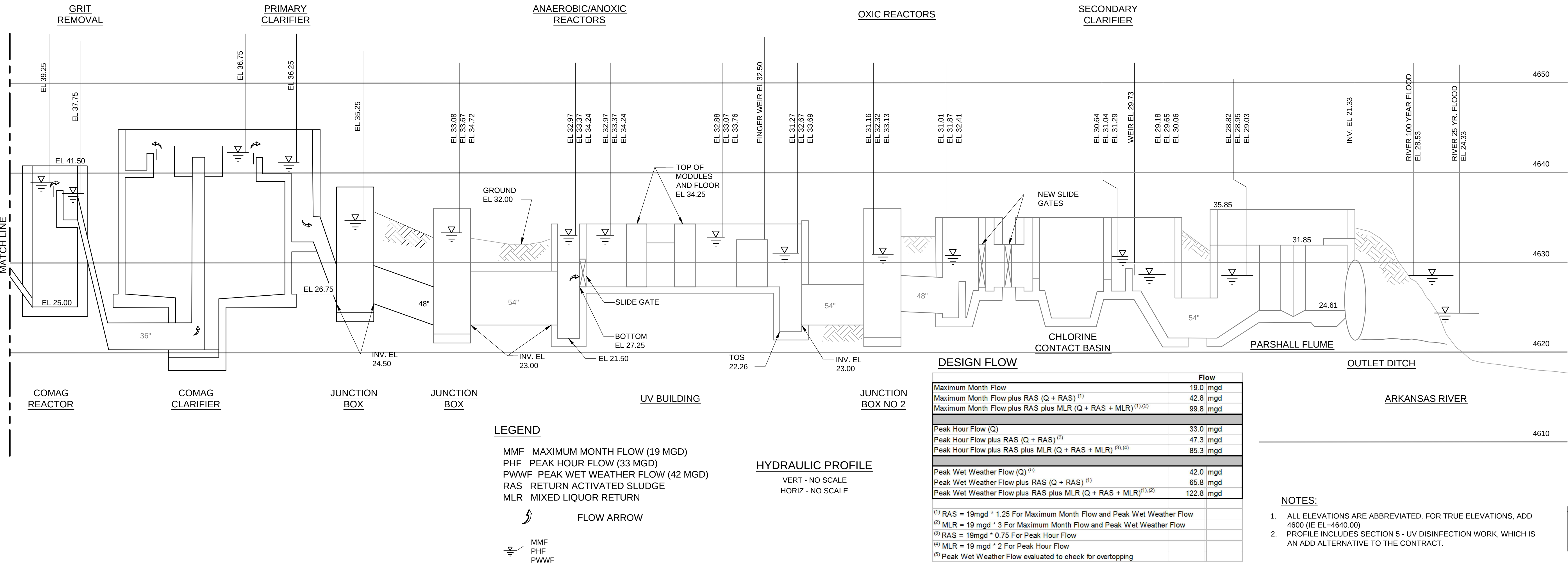
FIGURE 2 - ALT 1
D2 DYNASAND

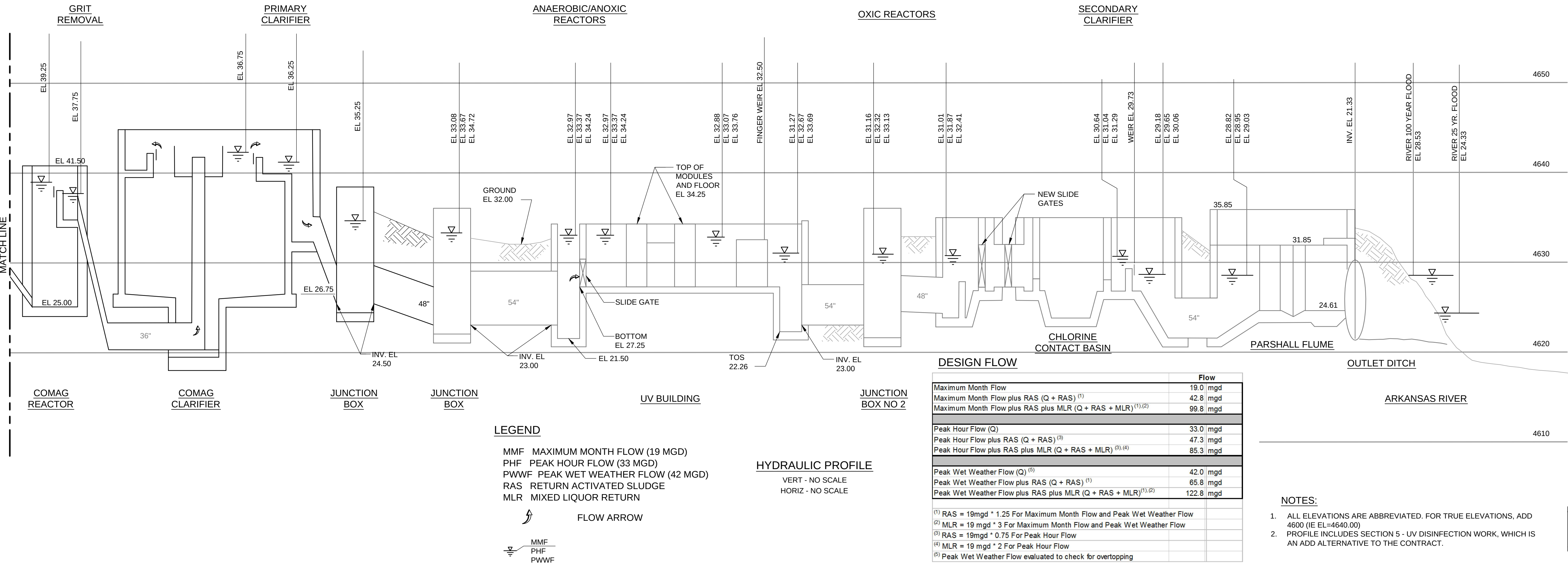
DESIGNED:	VP
CHECKED:	
APPROVED:	
DATE:	12/12/2014



IF THIS BAR DOES NOT MEASURE 1"
THEN DRAWING IS NOT TO FULL SCALE

FIGURE 2

FIGURE 3



REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPROVED BY:	DATE

Figure 4.dwg

**NOT FOR
CONSTRUCTION**

CITY OF  PUEBLO COLORADO
WASTEWATER DEPARTMENT
1300 S. QUEENS AVE
PUEBLO, CO 81001
PH: (719) 553-2898
FX: (719) 553-2957

WATER REC MASTER PLAN
PROJECT-NO. 14-072
JAMES R. DIORIO WATER RECLAMATION FACILITY
FIGURE 4 - ALT 3
DEEP BED DENITE FILTERS W/COMAG

DESIGNED:	VP
CHECKED:	
APPROVED:	
DATE:	12/12/2014

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE

FIGURE 4

Attachment B: Capital Cost Breakdown



B-1

Initial Capital Costs for Regulation 85 and Regulation 31 Secondary Treatment Alternatives									
Cost Element			Alternative 2: Acetic Acid Addition	Alternative 3: Expansion of PAAR Reactors and Primary Sludge	Alternative 4B: Elimination of Anaerobic Zones	Alternative 5: Low DO Aeration Control	Alternative 6: Ammonia-based Aeration Control	Alternative 7: Elimination of Anaerobic Zones and Low DO Aeration Control	Alternative 8: PAAR Expansion with Ammonia-Based Aeration Control
Chemical Facilities									
Item	Number of Units	Unit Price							
Chemical Facilities	1	\$ 670,000	\$ 670,000	\$ 670,000	\$ 670,000	\$ 670,000	\$ 670,000	\$ 670,000	\$ 670,000
NO _x Analyzer at PAAR	4	\$ 20,000		\$ 80,000					
NO _x Analyzer at PAAR	2	\$ 20,000	\$ 40,000		\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
10% Installation Fee			\$ 4,000	\$ 8,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Chemical Facilities Total Cost^a									
Equipment - Hydrocyclone									
Item	Number of Units	Unit Price							
Hydrocyclone	4	\$ 90,000	N/A	N/A	N/A	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000
10% Installation Fee			N/A	N/A	N/A	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000
Hydrocyclone Total Cost									
			\$ -	\$ -	\$ -	\$ 396,000	\$ 396,000	\$ 396,000	\$ 396,000
Equipment - NO_x Analyzers									
Item	Number of Units	Unit Price							
NO _x Analyzer	8	\$ 10,000	N/A	N/A	N/A	N/A	\$ 80,000	N/A	\$ 80,000
10% Installation Fee			N/A	N/A	N/A	N/A	\$ 8,000	N/A	\$ 8,000
NO_x Analyzer Total Cost									
			\$ -	\$ -	\$ -	\$ -	\$ 88,000	\$ -	\$ 88,000
Equipment - NH₄ Analyzers									
Item	Number of Units	Unit Price							
NH ₄ Analyzer	8	\$ 10,000	N/A	N/A	N/A	N/A	\$ 80,000	N/A	\$ 80,000
10% Installation Fee			N/A	N/A	N/A	N/A	\$ 8,000	N/A	\$ 8,000
NH₄ Analyzer Total Cost									
			\$ -	\$ -	\$ -	\$ -	\$ 88,000	\$ -	\$ 88,000
Equipment to Move IMLR									
Item	Number of Units	Unit Price							
Feet of 30" Steel Pipe	80	\$ 375	N/A	N/A	\$ 30,000	N/A	N/A	\$ 30,000	\$ 30,000
30" Coredrills	4	\$ 6,000	N/A	N/A	\$ 24,000	N/A	N/A	\$ 24,000	\$ 24,000
Fittings	4	\$ 1,000	N/A	N/A	\$ 4,000	N/A	N/A	\$ 4,000	\$ 4,000
Supports	8	\$ 674	N/A	N/A	\$ 5,392	N/A	N/A	\$ 5,392	\$ 5,392
30" Pipe Welds	4	\$ 1,100	N/A	N/A	\$ 4,400	N/A	N/A	\$ 4,400	\$ 4,400
Total Equipment Cost^b									
				\$ 67,792	\$ 67,792			\$ 67,792	\$ 67,792
Total Cost to Move IMLR									
			\$ -	\$ -	\$ 83,035	\$ -	\$ -	\$ 83,035	\$ 83,035
Minor Aeration System Modifications									
Item	Number of Units	Unit Price							
Labor Hours for Aeration System	200	\$ 150	N/A	N/A	N/A	30,000	30,000	30,000	30,000
Total Cost for Aeration System Modifications									
			\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Subtotal A:			\$ -	\$ -	\$ 83,035	\$ 426,000	\$ 602,000	\$ 509,035	\$ 685,035
Contractor General Conditions ^c			\$ -	\$ -	\$ 8,304	\$ 42,600	\$ 60,200	\$ 50,904	\$ 68,504
Subtotal B:			\$ -	\$ -	\$ 91,339	\$ 468,600	\$ 662,200	\$ 559,939	\$ 753,539
Contractor Overhead and Profit ^d			\$ -	\$ -	\$ 13,700.80	\$ 70,290	\$ 99,330	\$ 83,991	\$ 113,031
Subtotal C:			\$ -	\$ -	\$ 105,039	\$ 538,890	\$ 761,530	\$ 643,929	\$ 866,569
Contractor Contingency ^e			\$ -	\$ -	\$ 31,512	\$ 161,667	\$ 228,459	\$ 193,179	\$ 259,971
Subtotal D:			\$ -	\$ -	\$ 136,551	\$ 700,557	\$ 989,989	\$ 837,108	\$ 1,126,540
Engineering and SDC ^f			\$ -	\$ -	\$ 27,310	\$ 140,111	\$ 197,998	\$ 167,422	\$ 225,308
Subtotal E:			\$ -	\$ -	\$ 163,862	\$ 840,668	\$ 1,187,987	\$ 1,004,530	\$ 1,351,848
PAAR Expansion ^g			N/A	\$ 2,720,147	N/A	N/A	N/A	N/A	N/A
Total Initial Capital Costs:									
			\$ -	\$ 2,720,147	\$ 163,862	\$ 840,668	\$ 1,187,987	\$ 1,004,530	\$ 1,351,848

^a Cost of Fermenter/Chemical System is estimated from Pueblo Nutrient Grant Project.^b The equipment costs to move the IMLR system are based upon costs from 2008 El Paso project.
The total equipment cost is multiplied by the CCI adjustment of 1.225 in order to find the 2014 costs.^c Contractor general conditions calculated as 10% of subtotal A.^d Contractor Overhead and Profit calculated as 15% of subtotal B.^e Contractor Contingency calculated as 30% of subtotal C.^f Engineering and SDC calculated as 20% of subtotal D.^g The PAAR Expansion cost from the B&V 2010 Tech Memo. It was multiplied by the CCI adjustment of 1.114 in order to find the 2014 costs.

Attachment B: Capital Cost Breakdown

Initial Capital Costs for Regulation 31 Tertiary Treatment - DynaSand D2 Filter				
Cost Element			Cost	
Equipment – Main Component				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
DynaSand Filter	1	\$ 4,455,000	\$	4,455,000
Methanol Tanks, Pumps, and Related Equipment	1	\$ 500,000	\$	500,000
		Equipment Installation ^a	\$	495,500
		Mechanical Allowance ^b	\$	743,250
Stage 1 and 2 Basins	1	\$ 1,465,268	\$	1,465,268
Post-Aeration Tank	1	\$ 229,506	\$	229,506
Other Equipment				
Electrical Support Building by square foot	800	\$ 250	\$	200,000
Electrical Building Foundation Construction by cubic yard	30	\$ 350	\$	10,370
Methanol Support Building by square foot	1,250	\$ 250	\$	312,500
Methanol Foundation Construction by cubic yard	46	\$ 350	\$	16,204
Double Containment Piping for Methanol by foot	500	\$ 100	\$	50,000
		Subtotal A:	\$	8,477,597
		Contractor General Conditions ^c	\$	847,760
		Site Civil and Grading ^d	\$	678,208
		El&C Allowance ^e	\$	2,119,399
		Subtotal B:	\$	12,122,964
		Contractor Overhead and Profit ^f	\$	1,818,445
		Subtotal C:	\$	13,941,409
		Contractor Contingency ^g	\$	4,182,423
		Subtotal D:	\$	18,123,831
		Engineering and SDC ^h	\$	3,624,766
		Subtotal E:	\$	21,748,598
Pump Station Equipment				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Electrical Support Building by square foot	600	\$ 250	\$	150,000
48" Yard Piping by foot ⁱ	250	\$ 600	\$	187,500
36" Yard Piping by foot ⁱ	250	\$ 450	\$	140,625
Wetwell Construction by cubic yard	67	\$ 350	\$	23,333
Pumps	4	\$ 202,000	\$	808,000
		Subtotal A:	\$	1,309,458
		Contractor General Conditions ^c	\$	130,946
		Site Civil and Grading ^d	\$	104,757
		El&C Allowance ^d	\$	327,365
		Subtotal B:	\$	1,872,525
		Contractor Overhead and Profit ^f	\$	280,879
		Subtotal C:	\$	2,153,404
		Contractor Contingency ^g	\$	646,021
		Subtotal D:	\$	2,799,425
		Engineering and SDC ^h	\$	559,885
		Subtotal E:	\$	3,359,311

Attachment B: Capital Cost Breakdown

Initial Capital Costs for Regulation 31 Tertiary Treatment - DynaSand D2 Filter				
Cost Element			Cost	
Chemical Facility Equipment				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Chemical Building by square foot	2,500	\$ 250	\$	625,000
Chemical Building Foundation Construction by cubic yard	93	\$ 350	\$	32,407
Triple Capacity of Current System ^j	3	\$ 306,157	\$	918,471
Subtotal A:			\$	1,575,878
Contractor General Conditions ^c			\$	157,588
Site Civil and Grading ^d			\$	126,070
Subtotal B:			\$	1,859,537
Contractor Overhead and Profit ^f			\$	278,930
Subtotal C:			\$	2,138,467
Contractor Contingency ^g			\$	641,540
Subtotal D:			\$	2,780,007
Engineering and SDC ^h			\$	556,001
Subtotal E:			\$	3,336,009
Diffuser Equipment				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Diffusers and SS Piping ^k	3556	\$ 71	\$	292,582
Subtotal A:			\$	292,582
Contractor General Conditions ^c			\$	29,258
Subtotal B:			\$	321,841
Contractor Overhead and Profit ^f			\$	48,276
Subtotal C:			\$	370,117
Contractor Contingency ^g			\$	111,035
Subtotal D:			\$	481,152
Engineering and SDC ^h			\$	96,230
Subtotal E:			\$	577,382
Total Capital Cost ^l :			\$	29,021,299

^a Equipment Installation Cost calculated as 10% of vendor supplied equipment.

^b Mechanical Allowance calculated as 15% of vendor supplied equipment.

^c Contractor general conditions calculated as 10% of subtotal A.

^d Site civil and grading calculated as 8% of subtotal A.

^e El&C allowance calculated as 25% of subtotal A.

^f Contractor Overhead and Profit calculated as 15% of subtotal B.

^g Contractor Contingency calculated as 30% of subtotal C.

^h Engineering and SDC calculated as 20% of subtotal D.

ⁱ A 25% valve and fitting allowance was added to the cost for yard piping.

^j The cost to triple the capacity of the current system is based upon \$306,157 for the current design multiplied by 3. The current design is for 9000 gallons of storage. This cost already includes El&C and a mechanical allowance.

^k A CCI adjustment of 1.159 was multiplied by the diffuser equipment cost to arrive at its total cost.

^l The total capital cost is a summation of all the E Subtotals.

Attachment B: Capital Cost Breakdown

Initial Capital Costs for Regulation 31 Tertiary Treatment - MBBR + CoMag				
Cost Element			Cost	
Equipment – Main Component				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Methanol Tanks, Pumps, and Related Equipment	1	\$ 500,000	\$	500,000
MBBR Equipment	1	\$ 2,700,000	\$	2,700,000
	Equipment Installation ^a		\$	320,000
	Mechanical Allowance ^b		\$	480,000
Post-Aeration Tank	1	\$ 229,506	\$	229,506
MBBR Reactor Tanks	2	\$ 435,887	\$	871,774
Other Equipment				
Electrical Support Building by square foot	800	\$ 250	\$	200,000
Electrical Building Foundation Construction by cubic yard	30	\$ 350	\$	10,370
Methanol Support Building by square foot	1,250	\$ 250	\$	312,500
Methanol Foundation Construction by cubic yard	46	\$ 350	\$	16,204
Double Containment Piping for Methanol by foot	500	\$ 100	\$	50,000
	Subtotal A:		\$	5,690,354
	Contractor General Conditions ^c		\$	569,035
	Site Civil and Grading ^d		\$	455,228
	EI&C Allowance ^e		\$	1,422,588
	Subtotal B:		\$	8,137,206
	Contractor Overhead and Profit ^f		\$	1,220,581
	Subtotal C:		\$	9,357,787
	Contractor Contingency ^g		\$	2,807,336
	Subtotal D:		\$	12,165,123
	Engineering and SDC ^h		\$	2,433,025
	Subtotal E:		\$	14,598,147

Attachment B: Capital Cost Breakdown

Initial Capital Costs for Regulation 31 Tertiary Treatment - MBBR + CoMag				
Cost Element			Cost	
Equipment – CoMag Specific				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
CoMag Equipment	1	\$ 1,900,000	\$	1,900,000
Equipment Installation ^a			\$	190,000
Mechanical Allowance ^b			\$	285,000
Clarifiers	2	\$ 230,546	\$	461,092
Tanks	4	\$ 34,533	\$	138,133
Polymer Building by square foot	264	\$ 250	\$	66,000
Polymer Building Foundation Construction by cubic yard	10	\$ 350	\$	3,422
Polymer Feed System ⁱ	1	\$ 139,356	\$	170,690
Static Mixer	1	\$ 25,000	\$	25,000
Influent Feed Flow Meter ⁱ	1	\$ 21,127	\$	25,877
Subtotal A:			\$	3,265,215
Contractor General Conditions ^c			\$	326,522
Site Civil and Grading ^d			\$	261,217
El&C Allowance ^e			\$	816,304
Subtotal B:			\$	4,669,258
Contractor Overhead and Profit ^f			\$	700,389
Subtotal C:			\$	5,369,646
Contractor Contingency ^g			\$	1,610,894
Subtotal D:			\$	6,980,540
Engineering and SDC ^h			\$	1,396,108
Subtotal E:			\$	8,376,648
Pump Station Equipment				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Electrical Support Building by square foot	600	\$ 250	\$	150,000
48" Yard Piping by foot ^j	250	\$ 600	\$	187,500
36" Yard Piping by foot ^j	250	\$ 450	\$	140,625
Wetwell Construction by cubic yard	67	\$ 350	\$	23,333
Pumps	4	\$ 202,000	\$	808,000
Subtotal A:			\$	1,309,458
Contractor General Conditions ^c			\$	130,946
Site Civil and Grading ^d			\$	104,757
El&C Allowance ^e			\$	327,365
Subtotal B:			\$	1,872,525
Contractor Overhead and Profit ^f			\$	280,879
Subtotal C:			\$	2,153,404
Contractor Contingency ^g			\$	646,021
Subtotal D:			\$	2,799,425
Engineering and SDC ^h			\$	559,885
Subtotal E:			\$	3,359,311

Attachment B: Capital Cost Breakdown

Initial Capital Costs for Regulation 31 Tertiary Treatment - MBBR + CoMag				
Cost Element			Cost	
Chemical Facility Equipment				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Chemical Building by square foot	2,500	\$ 250	\$	625,000
Chemical Building Foundation Construction by cubic yard	93	\$ 350	\$	32,407
Triple Capacity of Current System ^k	3	\$ 306,157	\$	918,471
Subtotal A:			\$	1,575,878
Contractor General Conditions ^c			\$	157,588
Site Civil and Grading ^d			\$	126,070
Subtotal B:			\$	1,859,537
Contractor Overhead and Profit ^f			\$	278,930
Subtotal C:			\$	2,138,467
Contractor Contingency ^g			\$	641,540
Subtotal D:			\$	2,780,007
Engineering and SDC ^h			\$	556,001
Subtotal E:			\$	3,336,009
Diffuser Equipment				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Diffusers and SS Piping ^l	3556	\$ 71	\$	292,582
Subtotal A:			\$	292,582
Contractor General Conditions ^c			\$	29,258
Subtotal B:			\$	321,841
Contractor Overhead and Profit ^f			\$	48,276
Subtotal C:			\$	370,117
Contractor Contingency ^g			\$	111,035
Subtotal D:			\$	481,152
Engineering and SDC ^h			\$	96,230
Subtotal E:			\$	577,382
Total Capital Cost ^m :			\$	30,247,497

^a Equipment Installation Cost calculated as 10% of vendor supplied equipment.

^b Mechanical Allowance calculated as 15% of vendor supplied equipment.

^c Contractor general conditions calculated as 10% of subtotal A.

^d Site civil and grading calculated as 8% of subtotal A.

^e EI&C allowance calculated as 25% of subtotal A.

^f Contractor Overhead and Profit calculated as 15% of subtotal B.

^g Contractor Contingency calculated as 30% of subtotal C.

^h Engineering and SDC calculated as 20% of subtotal D.

ⁱ A CCI adjustment of 1.225 was multiplied by the unit cost to arrive at its total cost.

^j A 25% valve and fitting allowance was added to the cost for yard piping.

^k The cost to triple the capacity of the current system is based upon \$306,157 for the current design multiplied by 3. The current design is for 9000 gallons of storage. This cost already includes EI&C and a mechanical allowance.

^l A CCI adjustment of 1.159 was multiplied by the diffuser equipment cost to arrive at its total cost.

^m The total capital cost is a summation of all the E Subtotals.

Attachment B: Capital Cost Breakdown

Initial Capital Costs for Regulation 31 Tertiary Treatment - Denite Filters + CoMag				
Cost Element			Cost	
Equipment – Main Component				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Denite Equipment	1	\$ 4,800,000	\$	4,800,000
	Equipment Installation ^a		\$	480,000
	Mechanical Allowance ^b		\$	720,000
Denite Filters, Clearwell, Mudwell, and Gallery	1	\$ 2,014,867	\$	2,014,867
Other Equipment				
Electrical Support Building by square foot	800	\$ 250	\$	200,000
Electrical Building Foundation Construction by cubic yard	30	\$ 350	\$	10,370
Methanol Support Building by square foot	1,250	\$ 250	\$	312,500
Methanol Foundation Construction by cubic yard	46	\$ 350	\$	16,204
Double Containment Piping for Methanol by foot	500	\$ 100	\$	50,000
Subtotal A:			\$	8,603,941
Contractor General Conditions ^c			\$	860,394
Site Civil and Grading ^d			\$	688,315.26
EI&C Allowance ^e			\$	2,150,985.19
Subtotal B:			\$	12,303,635
Contractor Overhead and Profit ^f			\$	1,845,545
Subtotal C:			\$	14,149,181
Contractor Contingency ^g			\$	4,244,754
Subtotal D:			\$	18,393,935
Engineering and SDC ^h			\$	3,678,787
Subtotal E:			\$	22,072,722

Attachment B: Capital Cost Breakdown

Initial Capital Costs for Regulation 31 Tertiary Treatment - Denite Filters + CoMag				
Cost Element			Cost	
Equipment – CoMag Specific				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
CoMag Equipment	1	\$ 1,900,000	\$	1,900,000
Equipment Installation ^d			\$	190,000
Mechanical Allowance ^d			\$	285,000
Clarifiers	2	\$ 230,546	\$	461,092
Tanks	4	\$ 34,533	\$	138,133
Polymer Building by square foot	264	\$ 250	\$	66,000
Polymer Building Foundation Construction by cubic yard	10	\$ 350	\$	3,422.22
Polymer Feed System ⁱ	1	\$ 139,356	\$	170,690
Static Mixer	1	\$ 25,000	\$	25,000
Influent Feed Flow Meter ^j	1	\$ 21,127	\$	25,877
Subtotal A:			\$	3,265,215
Contractor General Conditions ^c			\$	326,522
Site Civil and Grading ^d			\$	261,217.21
El&C Allowance ^e			\$	816,303.79
Subtotal B:			\$	4,669,258
Contractor Overhead and Profit ^f			\$	700,389
Subtotal C:			\$	5,369,646
Contractor Contingency ^g			\$	1,610,894
Subtotal D:			\$	6,980,540
Engineering and SDC ^h			\$	1,396,108
Subtotal E:			\$	8,376,648
Pump Station Equipment				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Electrical Support Building by square foot	600	\$ 250	\$	150,000
48" Yard Piping by foot ^j	250	\$ 600	\$	187,500
36" Yard Piping by foot ^j	250	\$ 450	\$	140,625
Wetwell Construction by cubic yard	67	\$ 350	\$	23,333
Pumps	4	\$ 202,000	\$	808,000
Subtotal A:			\$	1,309,458
Contractor General Conditions ^c			\$	130,946
Site Civil and Grading ^d			\$	104,757
El&C Allowance ^e			\$	327,364.58
Subtotal B:			\$	1,872,525
Contractor Overhead and Profit ^f			\$	280,879
Subtotal C:			\$	2,153,404
Contractor Contingency ^g			\$	646,021
Subtotal D:			\$	2,799,425
Engineering and SDC ^h			\$	559,885
Subtotal E:			\$	3,359,311

Attachment B: Capital Cost Breakdown

Initial Capital Costs for Regulation 31 Tertiary Treatment - Denite Filters + CoMag				
Cost Element			Cost	
Chemical Facility Equipment				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Chemical Building by square foot	2,500	\$ 250	\$	625,000
Chemical Building Foundation Construction by cubic yard	93	\$ 350	\$	32,407
Triple Capacity of Current System ^k	3	\$ 306,157	\$	918,471
Subtotal A:			\$	1,575,878
Contractor General Conditions ^c			\$	157,588
Site Civil and Grading ^d			\$	126,070.27
Subtotal B:			\$	1,859,537
Contractor Overhead and Profit ^f			\$	278,930
Subtotal C:			\$	2,138,467
Contractor Contingency ^g			\$	641,540
Subtotal D:			\$	2,780,007
Engineering and SDC ^h			\$	556,001
Subtotal E:			\$	3,336,009
Diffuser Equipment				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Diffusers and SS Piping ^l	3556	\$ 71	\$	292,582
Subtotal A:			\$	292,582
Contractor General Conditions ^c			\$	29,258
Subtotal B:			\$	321,841
Contractor Overhead and Profit ^f			\$	48,276
Subtotal C:			\$	370,117
Contractor Contingency ^g			\$	111,035
Subtotal D:			\$	481,152
Engineering and SDC ^h			\$	96,230
Subtotal E:			\$	577,382
Total Capital Cost ^m :			\$	37,722,071

^a Equipment Installation Cost calculated as 10% of vendor supplied equipment.

^b Mechanical Allowance calculated as 15% of vendor supplied equipment.

^c Contractor general conditions calculated as 10% of subtotal A.

^d Site civil and grading calculated as 8% of subtotal A.

^e El&C allowance calculated as 25% of subtotal A.

^f Contractor Overhead and Profit calculated as 15% of subtotal B.

^g Contractor Contingency calculated as 30% of subtotal C.

^h Engineering and SDC calculated as 20% of subtotal D.

ⁱ A CCI adjustment of 1.225 was multiplied by the unit cost to arrive at its total cost.

^j A 25% valve and fitting allowance was added to the cost for yard piping.

^k The cost to triple the capacity of the current system is based upon \$306,157 for the current design multiplied by 3. The current design is for 9000 gallons of storage. This cost already includes El&C and a mechanical allowance.

^l A CCI adjustment of 1.159 was multiplied by the diffuser equipment cost to arrive at its total cost.

^m The total capital cost is a summation of all the E Subtotals.

Attachment B: Capital Cost Breakdown

Initial Capital Costs for Regulation 31 Tertiary Treatment - MF + RO				
Cost Element				Cost
Equipment – Main Component				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
MF + RO Equipment by gpd ^a	15,700,000	\$ 5.50	\$	86,350,000.00
Evaporation Ponds for Brine by gpd	2,355,000	\$ 5.00	\$	11,775,000.00
Subtotal A:			\$	98,125,000
Contractor General Conditions ^b			\$	9,812,500
Subtotal B:			\$	107,937,500
Contractor Overhead and Profit ^c			\$	16,190,625
Subtotal C:			\$	124,128,125
Contractor Contingency ^d			\$	37,238,438
Subtotal D:			\$	161,366,563
Engineering and SDC ^e			\$	32,273,313
Subtotal E:			\$	193,639,875
Diffuser Equipment				
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>		
Diffusers and SS Piping ^f	3556	\$ 71	\$	292,582
Subtotal A:			\$	292,582
Contractor General Conditions ^b			\$	29,258
Subtotal B:			\$	321,841
Contractor Overhead and Profit ^c			\$	48,276
Subtotal C:			\$	370,117
Contractor Contingency ^d			\$	111,035
Subtotal D:			\$	481,152
Engineering and SDC ^e			\$	96,230
Subtotal E:			\$	577,382
Total Capital Cost ^g			\$	194,217,257

^a The equipment installation, mechanical allowance, EI&C, and sitework costs were included in the quoted cost.

^b Contractor general conditions calculated as 10% of subtotal A. 10%

^c Contractor Overhead and Profit calculated as 15% of subtotal B. 15%

^d Contractor Contingency calculated as 30% of subtotal C. 30%

^e Engineering and SDC calculated as 20% of subtotal D. 20%

^f A CCI adjustment of 1.159 was multiplied by the diffuser equipment cost to arrive at its total cost.

^g The total capital cost is a summation of all the E Subtotals.

Attachment B: Capital Cost Breakdown

Initial Capital Costs for Regulation 31 Sidestream and Phosphorus Recovery Alternatives						
Cost Element			DEMON	OSTARA + WASSTRIP	AirPrex	
Equipment – Main Component						
Item	Number of Units	Unit Price				
DEMON Equipment	1	\$ 1,000,000	\$ 1,000,000	N/A	N/A	
OSTARA + WASSTRIP Equipment			N/A	\$ -	N/A	
AirPrex Equipment	1	\$ 1,210,000	N/A	N/A	\$ 1,210,000	
		Equipment Installation ^a	\$ 100,000	\$ -	\$ 121,000	
		Mechanical Allowance ^b	\$ 150,000	\$ -	\$ 181,500	
Other Equipment						
Electrical Support Building by square foot	400	\$ 250	\$ 100,000	N/A	N/A	
Electrical Support Building by square foot	500	\$ 250	N/A	N/A	\$ 125,000	
Electrical Building Foundation Construction by cubic yard	15	\$ 350	\$ 5,185	N/A	N/A	
Electrical Building Foundation Construction by cubic yard	8	\$ 350	N/A	N/A	\$ 2,917	
Tank Foundation Construction by cubic yard	23	\$ 350	\$ 7,982	N/A	N/A	
Tank Foundation Construction by cubic yard	19	\$ 350	N/A	N/A	\$ 6,481	
8" Yard Piping by foot ^c	100	\$ 100	\$ 12,500	N/A	\$ 12,500	
Subtotal A:			\$ 1,375,667	\$ -	\$ 1,659,398	
Contractor General Conditions ^d			\$ 137,567	\$ -	\$ 165,940	
Site Civil and Grading ^e			\$ 110,053	\$ -	\$ 132,752	
EI&C Allowance ^f			\$ 343,917	\$ -	\$ 414,850	
Subtotal B:			\$ 1,967,204	\$ -	\$ 2,372,939	
Contractor Overhead and Profit ^g			\$ 295,081	\$ -	\$ 355,941	
Subtotal C:			\$ 2,262,285	\$ -	\$ 2,728,880	
Contractor Contingency ^h			\$ 678,685	\$ -	\$ 818,664	
Subtotal D:			\$ 2,940,970	\$ 5,000,000	\$ 3,547,544	
Engineering and SDC ⁱ			\$ 588,194	\$ 1,000,000	\$ 709,509	
Subtotal E:			\$ 3,529,164	\$ 6,000,000	\$ 4,257,053	
Total Capital Cost :			\$ 3,529,164	\$ 6,000,000	\$ 4,257,053	

^a Equipment Installation Cost calculated as 10% of vendor supplied equipment.

^b Mechanical Allowance calculated as 15% of vendor supplied equipment.

^c A 25% valve and fitting allowance was added to the cost for yard piping.

^d Contractor general conditions calculated as 10% of subtotal A.

^e Site civil and grading calculated as 8% of subtotal A.

^f El&C allowance calculated as 25% of subtotal A.

^g Contractor Overhead and Profit calculated as 15% of subtotal B.

^h Contractor Contingency calculated as 30% of subtotal C.

ⁱ Engineering and SDC calculated as 20% of subtotal D.

Attachment C: Operational Cost Breakdown



C-1

Annual O&M Costs for Reg 85 Alternative 2: Acetic Acid Addition								
Chemical P PACI								
Pax-18 Cost per Gallon x 365 days x [(((Metal:P Molar Ratio (for removal at ortho P greater than 0.7) x (Soluble P greater than 0.7/Molecular Weight of Al) x Molecular Weight of P)/ 0.085) x Annual Average Flow x 8.34 lb-L/ mg-gal)/PACI Density)+(((Metal:P Molar Ratio (for removal above 0.3 but less than 0.7) x (Soluble P greater than 0.3 and less than 0.7/Molecular Weight of Al) x Molecular Weight of P)/0.085) x Annual Average Flow x 8.34 lb-L/(mg-gal)/PACI Density)]]								
						Metal:P Molar Ratio - Removal of P greater than 0.3 and less than 0.7 mg/L ^e	Soluble P greater than 0.3 and less than 0.7 mg/L ^f	
	Pax-18 (\$/gal) ^a	Metal:P Molar Ratio - Removal of P greater than 0.7 mg/L ^b	Soluble P greater than 0.7 (mg/L) ^c	AAF (mgd)	PACI Density (lbs/gal) ^d			Total PACI Cost
2015	\$ 3.54	3	0	10.2	11.4	4.5	0	\$ -
2024	\$ 3.54	3	0	10.7	11.4	4.5	0	\$ -
Biological Nutrient Removal-Acetic Acid								
Total Annual cost Acetic Acid=(gpd 70% acetic required at 15.7mgd)*(AAF/15.7)*(Acetic \$/gal)*365								
	70% Acetic Acid (\$/gal) ^a	gpd 70% Acetic Acid required at 15.7 mgd ^c	Annual Average Flow (mgd)	70% Acetic Acid req. (gpd)				Total Acetic Acid Cost
2015	\$ 3.29	830	10.2	540				\$ 648,265
2024	\$ 3.29	830	10.7	565				\$ 678,027
Aeration Power								
Aeration Airflow/Airflow Input x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost x (Annual Average Flow/15.7 mgd)								
	Aeration Airflow (scfm) ^h	Airflow Input (scfm/hp) ⁱ	Power Cost (\$/kwh) ^j	AAF (mgd)				Total Aeration Power Cost
2015	16000	19	\$ 0.07	10.2				\$ 250,448
2024	16000	19	\$ 0.07	10.7				\$ 261,947
Savings for Turning Off IMLR								
Horsepower savings x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost								
	Horsepower Savings (hp)	Power Cost (\$/kwh) ^j						Total Savings
2015	0	\$ 0.07						\$ -
2024	0	\$ 0.07						\$ -
Total O&M Costs:								
2015	\$		898,713					
2024	\$		939,973					

Note The annual costs are scaled to AAF. The annual costs for 2015 and 2024 are presented here.

a Cost of Pax-18 provided by Kemira, the manufacturer. Acetic Acid cost from Interstate Chemical

b The ratio is supported by pilot and jar testing.

c Soluble P and Acetic Acid were determined through BioWin models.

d Density was provided for Pax-18 by Kemira, the manufacturer.

e The ratio is supported by pilot and jar testing.

f Soluble P was determined through BioWin models.

g Cost of 50% NaOH provided by Interstate Chemical.

h The airflows were generated by the BioWin model at 15.7 mgd plant operations.

i The airflow input was provided by O&M manuals for the blowers.

j The power cost was provided in the 2006 Master Plan.

Annual O&M Costs for Reg 85 Alternative 3: Expansion of PAAR Reactors & Primary Sludge								
Chemical P PACI								
Pax-18 Cost per Gallon x 365 days x [((((Metal:P Molar Ratio (for removal at ortho P greater than 0.7) x (Soluble P greater than 0.7/Molecular Weight of Al) x Molecular Weight of P)/ 0.085) x Annual Average Flow x 8.34 lb-L/mg-gal)/PACI Density)+((((Metal:P Molar Ratio (for removal above 0.3 but less than 0.7) x (Soluble P greater than 0.3 and less than 0.7/Molecular Weight of Al) x Molecular Weight of P)/0.085) x Annual Average Flow x 8.34 lb-L/mg-gal)/PACI Density)]								
			Metal:P Molar Ratio - Removal of P greater than 0.7	Soluble P greater than 0.7	PACI Density	Metal:P Molar Ratio - Removal of P greater than 0.3 and less than 0.7	Soluble P greater than 0.3 and less than 0.7	
	Pax-18 (\$/gal) ^a	mg/L ^b	0.7 (mg/L) ^c	AAF (mgd)	(lbs/gal) ^d	mg/L ^e	mg/L ^f	Total PACI Cost
2015	\$ 3.54	3	0	10.2	11.4	4.5	0	\$ -
2024	\$ 3.54	3	0	10.7	11.4	4.5	0	\$ -
Biological Nutrient Removal-Acetic Acid								
Total Annual cost Acetic Acid=(gpd 70% acetic required at 15.7 mgd)*(AAF/15.7)*(Acetic \$/gal)*365								
	70% Acetic Acid (\$/gal) ^a	gpd 70% Acetic Acid required at 15.7 mgd ^c	Annual Average Flow (mgd)	70% Acetic Acid req. (gpd)	Total Acetic Acid Cost			
2015	\$ 3.29	450	10.2	293	\$ 351,469			
2024	\$ 3.29	450	10.7	306	\$ 367,605			
Aeration Power								
Aeration Airflow/Airflow Input x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost x (Annual Average Flow/15.7 mgd)								
	Aeration Airflow (scfm) ^h	Airflow Input (scfm/hp) ⁱ	Power Cost (\$/kwh) ^j	AAF (mgd)	Total Aeration Power Cost			
2015	16000	19	\$ 0.07	10.2	\$ 250,448			
2024	16000	19	\$ 0.07	10.7	\$ 261,947			
Savings for Turning Off IMLR								
Horsepower savings x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost								
	Horsepower Savings (hp)	Power Cost (\$/kwh) ^j	Total Savings					
2015	0	\$ 0.07	\$ -					
2024	0	\$ 0.07	\$ -					
Total O&M Costs:								
2015	\$		601,917					
2024	\$		629,552					

Note The annual costs are scaled to AAF. The annual costs for 2015 and 2024 are presented here.

a Cost of Pax-18 provided by Kemira, the manufacturer. Acetic Acid cost from Interstate Chemical

b The ratio is supported by pilot and jar testing.

c Soluble P and Acetic Acid were determined through BioWin models.

d Density was provided for Pax-18 by Kemira, the manufacturer.

e The ratio is supported by pilot and jar testing.

f Soluble P was determined through BioWin models.

g Cost of 50% NaOH provided by Interstate Chemical.

h The airflows were generated by the BioWin model at 15.7 mgd plant operations.

i The airflow input was provided by O&M manuals for the blowers.

j The power cost was provided in the 2006 Master Plan.

Annual O&M Costs for Reg 85 Alternative 4B: Elimination of Anaerobic Zones									
Chemical P PACI									
Pax-18 Cost per Gallon x 365 days x [((((Metal:P Molar Ratio (for removal at ortho P greater than 0.7) x (Soluble P greater than 0.7/Molecular Weight of Al) x Molecular Weight of P)/ 0.085) x Annual Average Flow x 8.34 lb-L/mg-gal)/PACI Density)+((((Metal:P Molar Ratio (for removal above 0.3 but less than 0.7) x (Soluble P greater than 0.3 and less than 0.7/Molecular Weight of Al) x Molecular Weight of P)/0.085) x Annual Average Flow x 8.34 lb-L/mg-gal)/PACI Density)]]									
	Pax-18 (\$/gal) ^a	Metal:P Molar Ratio - Removal of P greater than 0.7 mg/L ^b	Soluble P greater than 0.7 (mg/L) ^c	AAF (mgd)	PACI Density (lbs/gal) ^d	Metal:P Molar Ratio - Removal of P greater than 0.3 and less than 0.7 mg/L ^e	Soluble P greater than 0.3 and less than 0.7 mg/L ^f		Total PACI Cost
2015	\$ 3.54	3	1.4	10.2	11.4	4.5	0	\$	458,477
2024	\$ 3.54	3	1.4	10.7	11.4	4.5	0	\$	479,526
Biological Nutrient Removal-Acetic Acid									
Total Annual cost Acetic Acid=(gpd 70% acetic required at 15.7 mgd)*(AAF/15.7)*(Acetic \$/gal)*365									
	70% Acetic Acid (\$/gal) ^a	gpd 70% Acetic Acid required at 15.7 mgd ^c	Annual Average Flow (mgd)	70% Acetic Acid req. (gpd)					Total Acetic Acid Cost
2015	\$ 3.29	0	10.2	0				\$	-
2024	\$ 3.29	0	10.7	0				\$	-
Aeration Power									
Aeration Airflow/Airflow Input x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost x (Annual Average Flow/15.7 mgd)									
	Aeration Airflow (scfm) ^h	Airflow Input (scfm/hp) ⁱ	Power Cost (\$/kwh) ^j	AAF (mgd)					Total Aeration Power Cost
2015	16500	19	\$ 0.07	10.2				\$	258,275
2024	16500	19	\$ 0.07	10.7				\$	270,132
Savings for Turning Off IMLR									
Horsepower savings x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost									
	Horsepower Savings (hp)	Power Cost (\$/kwh) ^j							Total Savings
2015	0	\$ 0.07						\$	-
2024	0	\$ 0.07						\$	-
Total O&M Costs:									
2015	\$			716,752					
2024	\$			749,659					

Note The annual costs are scaled to AAF. The annual costs for 2015 and 2024 are presented here.

a Cost of Pax-18 provided by Kemira, the manufacturer. Acetic Acid cost from Interstate Chemical

b The ratio is supported by pilot and jar testing.

c Soluble P and Acetic Acid were determined through BioWin models.

d Density was provided for Pax-18 by Kemira, the manufacturer.

e The ratio is supported by pilot and jar testing.

f Soluble P was determined through BioWin models.

g Cost of 50% NaOH provided by Interstate Chemical.

h The airflows were generated by the BioWin model at 15.7 mgd plant operations.

i The airflow input was provided by O&M manuals for the blowers.

j The power cost was provided in the 2006 Master Plan.

Annual O&M Costs for Reg 85 Alternative 5: Low DO Aeration Control								
Chemical P PACI								
Pax-18 Cost per Gallon x 365 days x [((((Metal:P Molar Ratio (for removal at ortho P greater than 0.7) x (Soluble P greater than 0.7/Molecular Weight of Al) x Molecular Weight of P)/ 0.085) x Annual Average Flow x 8.34 lb-L/(mg-gal)/PACI Density)+((((Metal:P Molar Ratio (for removal above 0.3 but less than 0.7) x (Soluble P greater than 0.3 and less than 0.7/Molecular Weight of Al) x Molecular Weight of P)/0.085) x Annual Average Flow x 8.34 lb-L/(mg-gal)/PACI Density))]								
						</		

Note The annual costs are scaled to AAF. The annual costs for 2015 and 2024 are presented here.

a Cost of Pax-18 provided by Kemira, the manufacturer. Acetic Acid cost from Interstate Chemical

b The ratio is supported by pilot and jar testing.

c Soluble P and Acetic Acid were determined through BioWin models.

d Density was provided for Pax-18 by Kemira, the manufacturer.

e The ratio is supported by pilot and jar testing.

f Soluble P was determined through BioWin models.

g Cost of 50% NaOH provided by Interstate Chemical.

h The airflows were generated by the BioWin model at 15.7 mgd plant operations.

i The airflow input was provided by O&M manuals for the blowers.

j The power cost was provided in the 2006 Master Plan.

Annual O&M Costs for Reg 85 Alternative 6: Ammonia-based Aeration Control								
Chemical P PACI								
Pax-18 Cost per Gallon x 365 days x [(((Metal:P Molar Ratio (for removal at ortho P greater than 0.7) x (Soluble P greater than 0.7 / Molecular Weight of Al) x Molecular Weight of P) / 0.085) x Annual Average Flow x 8.34 lb-L / mg-gal) / PACI Density) + (((Metal:P Molar Ratio (for removal above 0.3 but less than 0.7) x (Soluble P greater than 0.3 and less than 0.7 / Molecular Weight of Al) x Molecular Weight of P) / 0.085) x Annual Average Flow x 8.34 lb-L / mg-gal) / PACI Density)]								
	Pax-18 (\$/gal) ^a	Metal:P Molar Ratio - Removal of P greater than 0.7 mg/L ^b	Soluble P greater than 0.7 (mg/L) ^c	AAF (mgd)	PACI Density (lbs/gal) ^d	Metal:P Molar Ratio - Removal of P greater than 0.3 and less than 0.7 mg/L ^e	Soluble P greater than 0.3 and less than 0.7 mg/L ^f	Total PACI Cost
2015	\$ 3.54	3	0.0	10.2	11.4	4.5	0	\$ -
2024	\$ 3.54	3	0.0	10.7	11.4	4.5	0	\$ -
Biological Nutrient Removal-Acetic Acid								
Total Annual cost Acetic Acid=(gpd 70% acetic required at 15.7mgd)*(AAF/15.7)*(Acetic \$/gal)*365								
	70% Acetic Acid (\$/gal) ^a	gpd 70% Acetic Acid req. at 15.7 mgd ^c	Annual Average Flow (mgd)	70% Acetic Acid req. (gpd)	Total Acetic Acid Cost			
2015	\$ 3.29	0	10.2	0	\$			-
2024	\$ 3.29	0	10.7	0	\$			-
Aeration Power								
Aeration Airflow/Airflow Input x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost x (Annual Average Flow/15.7 mgd)								
	Aeration Airflow (scfm) ^h	Airflow Input (scfm/hp) ⁱ	Power Cost (\$/kwh) ^j	AAF (mgd)	Total Aeration Power Cost			
2015	10500	19	\$ 0.07	10.2	\$			164,357
2024	10500	19	\$ 0.07	10.7	\$			171,902
Savings for Turning Off IMLR								
Horsepower savings x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost								
	Horsepower Savings (hp)	Power Cost (\$/kwh) ^j	Total Savings					
2015	120	\$ 0.07	\$					54,872
2024	120	\$ 0.07	\$					54,872
Total O&M Costs:								
2015	\$		109,485					
2024	\$		117,031					

Note The annual costs are scaled to AAF. The annual costs for 2015 and 2024 are presented here.

a Cost of Pax-18 provided by Kemira, the manufacturer. Acetic Acid cost from Interstate Chemical

b The ratio is supported by pilot and jar testing.

c Soluble P and Acetic Acid were determined through BioWin models.

d Density was provided for Pax-18 by Kemira, the manufacturer.

e The ratio is supported by pilot and jar testing.

f Soluble P was determined through BioWin models.

g Cost of 50% NaOH provided by Interstate Chemical.

h The airflows were generated by the BioWin model at 15.7 mgd plant operations.

i The airflow input was provided by O&M manuals for the blowers.

j The power cost was provided in the 2006 Master Plan.

Attachment C: Operational Cost Breakdown

Annual O&M Costs for Reg 31 Alternative 5: Low DO Aeration Control							
Chemical P PACl							
(mg/L as Al Coagulant) x (Flow in MGD) x 8.34 x (365 days per yr) x (\$/gal PACl) / (% conc. PACl w/w) / (Density PACl)							
	Pax-18 (\$/gal) ^a	% Al Conc. PACl Solution ^b	Soluble P greater than 0.7 (mg/L) ^c	Annual Average Flow (mgd)	PACl Density (lbs/gal) ^d	Conc. as Al Required (mg/L)	Total PACl Cost
2022	\$ 3.54	8.5	0.0	10.6	11.4	15.0	\$ 1,763,913
2034	\$ 3.54	8.5	0.0	11.2	11.4	15.0	\$ 1,872,708
Chemical P NaOH							
2 x (0.019436 x (PACl Annual Cost/Pax-18 Cost per Gallon) x PACl Density) x 50% NaOH Cost per Gallon							
	PACl Annual Cost (\$)	Pax-18 (\$/gal) ^a	PACl Density (lbs/gal) ^d	50% NaOH (\$/gal) ^e	Total NaOH Cost		
2022	\$ 1,763,913	\$ 3.54	11.4	\$ 2.50	\$		\$ 552,021
2034	\$ 1,872,708	\$ 3.54	11.4	\$ 2.50	\$		\$ 586,069
Aeration Power							
Aeration Airflow/Airflow Input x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost x (Annual Average Flow/15.7 mgd)							
	Aeration Airflow (scfm) ^h	Airflow Input (scfm/hp) ⁱ	Power Cost (\$/kwh) ^j	Annual Average Flow (mgd)	Total Aeration Power Cost		
2022	10500	19	\$ 0.07	10.6	\$		\$ 170,196
2034	10500	19	\$ 0.07	11.2	\$		\$ 180,694
Denitrification with Methanol ^l							
(Concentration of Nitrate to Remove for Reg 31 x Annual Average Flow x 8.34 lb-L/mg-gal x Methanol:N Ratio for Denite Filters x Methanol Cost x 365 days)/6.63 lb/gal of methanol							
	Concentration of Nitrate to Remove for Reg 31 (mg/L)	Annual Average Flow (mgd)	Methanol:N Ratio ^k	Methanol Cost (\$/gal) ^l	Total Methanol Cost		
2022	5.1	10.6	3.26	\$ 2.00	\$		\$ 161,440
2034	5.1	11.2	3.26	\$ 2.00	\$		\$ 171,397
Savings for Turning Off IMLR							
Horsepower savings x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost							
	Horsepower Savings (hp)	Power Cost (\$/kwh) ^m	Total Savings				
2022	120	\$ 0.07	\$				\$ 54,872
2034	120	\$ 0.07	\$				\$ 54,872
Total O&M Costs:							
2022	\$		2,592,699				
2034	\$		2,755,996				

Note The annual costs are scaled to AAF. The annual costs for 2022 and 2034 are presented here.

Note From 2022 onward, DON of 0.7 mg/L will be limiting; requiring a PACl dose of 15 mg/L as Al, regardless of P concentration.

a Cost of Pax-18 provided by Kemira, the manufacturer.

b Percentage of Al in PACl provided by manufacturer.

c Soluble P was determined through BioWin models.

d Density was provided for Pax-18 by Kemira, the manufacturer.

e The ratio is supported by pilot and jar testing.

f Soluble P was determined through BioWin models.

g Cost of 50% NaOH provided by Interstate Chemical.

h The airflows were generated by the BioWin model at 15.7 mgd plant operations.

i The airflow input was provided by O&M manuals for the blowers.

j Denitrification with methanol only applies from 2022 onward.

k The methanol:N ratio was adapted from the Littleton/Englewood WWTP denitrification filter design.

l The methanol cost was based upon costs from the Littleton/Englewood WWTP.

m The power cost was provided in the 2006 Master Plan.

Attachment C: Operational Cost Breakdown

Annual O&M Costs for Reg 31 Alternative 6: Ammonia-based Aeration Control							
Chemical P PACI							
(mg/L as AL Coagulant) x (Flow in MGD) x 8.34 x (365 days per yr) x (\$/gal PACI) / (% conc. PACI w/w) / (Density PACI)							
	Pax-18 (\$/gal) ^a	% Al Conc. PACI Solution ^b	Soluble P greater than 0.7 (mg/L) ^c	Annual Average Flow (mgd)	PACI Density (lbs/gal) ^d	Conc. as Al Required (mg/L)	Total PACI Cost
2022	\$ 3.54	8.5	0.0	10.6	11.4	15.0	\$ 1,763,913
2034	\$ 3.54	8.5	0.0	11.2	11.4	15.0	\$ 1,872,708
Chemical P NaOH							
2 x (0.019436 x (PACI Annual Cost/Pax-18 Cost per Gallon) x PACI Density) x 50% NaOH Cost per Gallon							
	PACI Annual Cost (\$)	Pax-18 (\$/gal) ^a	PACI Density (lbs/gal) ^d	50% NaOH (\$/gal) ^e	Total NaOH Cost		
2022	\$ 1,763,913	\$ 3.54	11.4	\$ 2.50	\$		\$ 552,021
2034	\$ 1,872,708	\$ 3.54	11.4	\$ 2.50	\$		\$ 586,069
Aeration Power							
Aeration Airflow/Airflow Input x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost x (Annual Average Flow/15.7 mgd)							
	Aeration Airflow (scfm) ^h	Airflow Input (scfm/hp) ⁱ	Power Cost (\$/kwh) ^j	Annual Average Flow (mgd)	Total Aeration Power Cost		
2022	10500	19	\$ 0.07	10.6	\$		\$ 170,196
2034	10500	19	\$ 0.07	11.2	\$		\$ 180,694
Denitrification with Methanol ^l							
(Concentration of Nitrate to Remove for Reg 31 x Annual Average Flow x 8.34 lb-L/mg-gal x Methanol:N Ratio for Denite Filters x Methanol Cost x 365 days)/6.63 lb/gal of methanol							
	Concentration of Nitrate to Remove for Reg 31 (mg/L)	Annual Average Flow (mgd)	Methanol:N Ratio ^k	Methanol Cost (\$/gal) ^l	Total Methanol Cost		
2022	2.2	10.6	3.26	\$ 2.00	\$		\$ 68,402
2034	2.2	11.2	3.26	\$ 2.00	\$		\$ 72,621
Savings for Turning Off IMLR							
Horsepower savings x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost							
	Horsepower Savings (hp)	Power Cost (\$/kwh) ^m	Total Savings				
2022	120	\$ 0.07	\$				\$ 54,872
2034	120	\$ 0.07	\$				\$ 54,872
Total O&M Costs:							
2022	\$		2,499,661				
2034	\$		2,657,219				

Note The annual costs are scaled to AAF. The annual costs for 2022 and 2034 are presented here.

Note From 2022 onward, DON of 0.7 mg/L will be limiting; requiring a PACI dose of 15 mg/L as Al, regardless of P concentration.

a Cost of Pax-18 provided by Kemira, the manufacturer.

b Percentage of Al in PACI provided by manufacturer.

c Soluble P was determined through BioWin models.

d Density was provided for Pax-18 by Kemira, the manufacturer.

e The ratio is supported by pilot and jar testing.

f Soluble P was determined through BioWin models.

g Cost of 50% NaOH provided by Interstate Chemical.

h The airflows were generated by the BioWin model at 15.7 mgd plant operations.

i The airflow input was provided by O&M manuals for the blowers.

j Denitrification with methanol only applies from 2022 onward.

k The methanol:N ratio was adapted from the Littleton/Englewood WWTP denitrification filter design.

l The methanol cost was based upon costs from the Littleton/Englewood WWTP.

m The power cost was provided in the 2006 Master Plan.

Annual O&M Costs for Reg 31 Alternative 7: Elimination of Anaerobic Zones and Low DO Aeration Control							
Chemical P PACI							
(mg/L as AL Coagulant) x (Flow in MGD) x 8.34 x (365 days per yr) x (\$/gal PACI) / (% conc. PACI w/w) / (Density PACI)							
	Pax-18 (\$/gal) ^a	% Al Conc. PACI Solution ^b	Soluble P greater than 0.7 (mg/L) ^c	Annual Average Flow (mgd)	PACI Density (lbs/gal) ^d	Conc. as Al Required (mg/L)	Total PACI Cost
2022	\$ 3.54	8.5	0.0	10.6	11.4	15.0	\$ 1,763,913
2034	\$ 3.54	8.5	0.0	11.2	11.4	15.0	\$ 1,872,708
Chemical P NaOH							
2 x (0.019436 x (PACI Annual Cost/Pax-18 Cost per Gallon) x PACI Density) x 50% NaOH Cost per Gallon							
	PACI Annual Cost (\$)	Pax-18 (\$/gal) ^a	PACI Density (lbs/gal) ^d	50% NaOH (\$/gal) ^e	Total NaOH Cost		
2022	\$ 1,763,913	\$ 3.54	11.4	\$ 2.50	\$		\$ 552,021
2034	\$ 1,872,708	\$ 3.54	11.4	\$ 2.50	\$		\$ 586,069
Aeration Power							
Aeration Airflow/Airflow Input x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost x (Annual Average Flow/15.7 mgd)							
	Aeration Airflow (scfm) ^h	Airflow Input (scfm/hp) ⁱ	Power Cost (\$/kwh) ^j	Annual Average Flow (mgd)	Total Aeration Power Cost		
2022	10500	19	\$ 0.07	10.6	\$		\$ 170,196
2034	10500	19	\$ 0.07	11.2	\$		\$ 180,694
Denitrification with Methanol ^l							
(Concentration of Nitrate to Remove for Reg 31 x Annual Average Flow x 8.34 lb-L/mg-gal x Methanol:N Ratio for Denite Filters x Methanol Cost x 365 days)/6.63 lb/gal of methanol							
	Concentration of Nitrate to Remove for Reg 31 (mg/L)	Annual Average Flow (mgd)	Methanol:N Ratio ^k	Methanol Cost (\$/gal) ^l	Total Methanol Cost		
2022	3.75	10.6	3.26	\$ 2.00	\$		\$ 118,706
2034	3.75	11.2	3.26	\$ 2.00	\$		\$ 126,027
Savings for Turning Off IMLR							
Horsepower savings x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost							
	Horsepower Savings (hp)	Power Cost (\$/kwh) ^m	Total Savings				
2022	0	\$ 0.07	\$				-
2034	0	\$ 0.07	\$				-
Total O&M Costs:							
2022	\$		2,604,837				
2034	\$		2,765,497				

Note The annual costs are scaled to AAF. The annual costs for 2022 and 2034 are presented here.

Note From 2022 onward, DON of 0.7 mg/L will be limiting; requiring a PACI dose of 15 mg/L as Al, regardless of P concentration.

a Cost of Pax-18 provided by Kemira, the manufacturer.

b Percentage of Al in PACI provided by manufacturer.

c Soluble P was determined through BioWin models.

d Density was provided for Pax-18 by Kemira, the manufacturer.

e The ratio is supported by pilot and jar testing.

f Soluble P was determined through BioWin models.

g Cost of 50% NaOH provided by Interstate Chemical.

h The airflows were generated by the BioWin model at 15.7 mgd plant operations.

i The airflow input was provided by O&M manuals for the blowers.

j Denitrification with methanol only applies from 2022 onward.

k The methanol:N ratio was adapted from the Littleton/Englewood WWTP denitrification filter design.

l The methanol cost was based upon costs from the Littleton/Englewood WWTP.

m The power cost was provided in the 2006 Master Plan.

Attachment C: Operational Cost Breakdown

Annual O&M Costs for Reg 31 Alternative 8: PAAR Expansion with Ammonia-based Aeration Control							
Chemical P PACI							
(mg/L as AL Coagulant) x (Flow in MGD) x 8.34 x (365 days per yr) x (\$/gal PACI) / (% conc. PACI w/w) / (Density PACI)							
	Pax-18 (\$/gal) ^a	% Al Conc. PACI Solution ^b	Soluble P greater than 0.7 (mg/L) ^c	Annual Average Flow (mgd)	PACI Density (lbs/gal) ^d	Conc. as Al Required (mg/L)	Total PACI Cost
2022	\$ 3.54	8.5	0.0	10.6	11.4	15.0	\$ 1,763,913
2034	\$ 3.54	8.5	0.0	11.2	11.4	15.0	\$ 1,872,708
Chemical P NaOH							
2 x (0.019436 x (PACI Annual Cost/Pax-18 Cost per Gallon) x PACI Density) x 50% NaOH Cost per Gallon							
	PACI Annual Cost (\$)	Pax-18 (\$/gal) ^a	PACI Density (lbs/gal) ^d	50% NaOH (\$/gal) ^e	Total NaOH Cost		
2022	\$ 1,763,913	\$ 3.54	11.4	\$ 2.50	\$		\$ 552,021
2034	\$ 1,872,708	\$ 3.54	11.4	\$ 2.50	\$		\$ 586,069
Aeration Power							
Aeration Airflow/Airflow Input x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost x (Annual Average Flow/15.7 mgd)							
	Aeration Airflow (scfm) ^h	Airflow Input (scfm/hp) ⁱ	Power Cost (\$/kwh) ^j	Annual Average Flow (mgd)	Total Aeration Power Cost		
2022	10500	19	\$ 0.07	10.6	\$		\$ 170,196
2034	10500	19	\$ 0.07	11.2	\$		\$ 180,694
Denitrification with Methanol ^l							
(Concentration of Nitrate to Remove for Reg 31 x Annual Average Flow x 8.34 lb-L/mg-gal x Methanol:N Ratio for Denite Filters x Methanol Cost x 365 days)/6.63 lb/gal of methanol							
	Concentration of Nitrate to Remove for Reg 31 (mg/L)	Annual Average Flow (mgd)	Methanol:N Ratio ^k	Methanol Cost (\$/gal) ^l	Total Methanol Cost		
2022	2.3	10.6	3.26	\$ 2.00	\$		\$ 71,980
2034	2.3	11.2	3.26	\$ 2.00	\$		\$ 76,420
Savings for Turning Off IMLR							
Horsepower savings x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost							
	Horsepower Savings (hp)	Power Cost (\$/kwh) ^m	Total Savings				
2022	0	\$ 0.07	\$				-
2034	0	\$ 0.07	\$				-
Total O&M Costs:							
2022	\$		2,558,111				
2034	\$		2,715,890				

Note The annual costs are scaled to AAF. The annual costs for 2022 and 2034 are presented here.

Note From 2022 onward, DON of 0.7 mg/L will be limiting; requiring a PACI dose of 15 mg/L as Al, regardless of P concentration.

a Cost of Pax-18 provided by Kemira, the manufacturer.

b Percentage of Al in PACI provided by manufacturer.

c Soluble P was determined through BioWin models.

d Density was provided for Pax-18 by Kemira, the manufacturer.

e The ratio is supported by pilot and jar testing.

f Soluble P was determined through BioWin models.

g Cost of 50% NaOH provided by Interstate Chemical.

h The airflows were generated by the BioWin model at 15.7 mgd plant operations.

i The airflow input was provided by O&M manuals for the blowers.

j Denitrification with methanol only applies from 2022 onward.

k The methanol:N ratio was adapted from the Littleton/Englewood WWTP denitrification filter design.

l The methanol cost was based upon costs from the Littleton/Englewood WWTP.

m The power cost was provided in the 2006 Master Plan.

Attachment C: Operational Cost Breakdown

Annual O&M Costs for Reg 31 DynaSand ^a				
Electrical Power for DynaSand				
Blower: Horsepower x 0.746 kW/hp x Operational Hours/day x 365 days x Power Cost				
Blower Horsepower	Operational Hours/Day	Power Cost (\$/kwh) ^b		Power Cost
40	12	\$	0.07	\$ 9,145
Motor for Backwash: Horsepower x 0.746 kW/hp x 24 hours/day x 365 days x Power Cost x (Backwash Flow Rate/(Motor Capacity x 60 minutes/hr x 24 hrs))				
Motor Horsepower	Power Cost (\$/kwh) ^b	Backwash Flow Rate (gpd)	Motor Capacity (gpm)	Power Cost
10	\$ 0.07	498,960	700	\$ 2,263
Electrical Power for Pump Station				
Turbine Pumps: Number of Pumps x Horsepower x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost				
Number of Pumps	Pump Horsepower	Power Cost (\$/kwh) ^b		Power Cost
2	75	\$	0.07	\$ 68,589
Total O&M Costs:				
				\$ 79,998

^a The annual costs provided in this table are based upon an annual average flow of 15.7 mgd.

^b The power cost was provided in the 2006 Master Plan.

Attachment C: Operational Cost Breakdown

Annual O&M Costs for Reg 31 MBBR + CoMag ^a				
Electrical Power for MBBR				
Blower: Horsepower x 0.746 kW/hp x Operational Hours/day x 365 days x Power Cost				
Blower Horsepower	Operational Hours/Day	Power Cost (\$/kwh) ^b		Power Cost
81.3	24	\$ 0.07		\$ 37,175
Media Mixers: Number of Mixers x Horsepower x 0.746 kW/hp x Operational Hours/day x 365 days x Power Cost				
Number of Mixers	Blower Horsepower	Operational Hours/Day	Power Cost (\$/kwh) ^b	Power Cost
12	10	24	\$ 0.07	\$ 54,872
Electrical Power for CoMag				
Horsepower x 0.746 kW/hp x Operational Hours/day x 365 days x Power Cost				
Horsepower	Operational Hours/Day	Power Cost (\$/kwh) ^b		Power Cost
63	24	\$ 0.07		\$ 28,808
Polymer for CoMag				
Polymer Dose x 15.7 mgd x 8.34 lb-L/mg-gal x Polymer Cost x 365 days				
Polymer Dose (mg/L)	Polymer Cost (\$/lb) ^c			Polymer Cost
1	\$ 1.09			\$ 52,094
Magnetite for CoMag				
10 lb consumed per MG x 15.7 mgd x Magnetite Cost x 365 days				
Magnetite Consumed (lb/MG)	Magnetite Cost (\$/lb) ^c			Polymer Cost
10	\$ 0.25			\$ 14,326
Electrical Power for Pump Station				
Turbine Pumps: Number of Pumps x Horsepower x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost				
Number of Pumps	Pump Horsepower	Power Cost (\$/kwh) ^b		Power Cost
2	75	\$ 0.07		\$ 68,589
Total O&M Costs:				
				\$ 255,864

^a The annual costs provided in this table are based upon an annual average flow of 15.7 mgd.

^b The power cost was provided in the 2006 Master Plan.

^c The polymer(emulsion) and magnetite cost was provided by the manufacturer during pilot.

Attachment C: Operational Cost Breakdown

Annual O&M Costs for Reg 31 Denite Filters + CoMag ^a				
Electrical Power for Denite Filters				
Energy Required for Filters x Power Cost				
Energy Required for Filters (kWh) ^b	Power Cost (\$/kwh) ^c	Power Cost		
141190	\$ 0.07	\$ 9,883		
Motor for Backwash: Horsepower x 0.746 kW/hp x 24 hours/day x 365 days x Power Cost x (Backwash Flow Rate/(Motor Capacity x 60 minutes/hr x 24 hrs))				
Motor Horsepower	Power Cost (\$/kwh) ^c	Backwash Flow Rate (gpd)	Motor Capacity (gpm)	Power Cost
10	\$ 0.07	363,712	700	\$ 1,650
Electrical Power for CoMag				
Horsepower x 0.746 kW/hp x Operational Hours/day x 365 days x Power Cost				
Horsepower	Operational Hours/Day	Power Cost (\$/kwh) ^c	Power Cost	
63	24	\$ 0.07	\$ 28,808	
Polymer for CoMag				
Polymer Dose x 15.7 mgd x 8.34 lb-L/mg-gal x Polymer Cost x 365 days				
Polymer Dose (mg/L)	Polymer Cost (\$/lb) ^d	Polymer Cost		
1	\$ 1.09	\$ 52,094		
Magnetite for CoMag				
10 lb consumed per MG x 15.7 mgd x Magnetite Cost x 365 days				
Magnetite Consumed (lb/MG)	Magnetite Cost (\$/lb) ^d	Polymer Cost		
10	\$ 0.25	\$ 14,326		
Electrical Power for Pump Station				
Turbine Pumps: Number of Pumps x Horsepower x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost				
Number of Pumps	Pump Horsepower	Power Cost (\$/kwh) ^c	Power Cost	
2	75	\$ 0.07	\$ 68,589	
Total O&M Costs:				\$ 175,350

^a The annual costs provided in this table are based upon an annual average flow of 15.7 mgd.

^b Energy required for the filters was provided by the manufacturer.

^c The power cost was provided in the 2006 Master Plan.

^d The polymer(emulsion) and magnetite cost was provided by the manufacturer during pilot.

Attachment C: Operational Cost Breakdown

Annual O&M Costs for Reg 31 MF + RO ^a	
Operating Costs for MF + RO	
(15.7 mgd x 365 days x Cost per 1000 gallons)/1000	
Cost per 1000 gallons Treated	Power and Maintenance Cost
\$ 3.00	\$ 17,191,500
Total O&M Costs:	
\$ 17,191,500	

a The annual costs provided in this table are based upon an annual average flow of 15.7 mgd.

b The operating cost from Brown and Caldwell.

Attachment C: Operational Cost Breakdown

Annual O&M Savings from Using the DEMON System ^a				
Electrical Power for DEMON System				
Ammonia Removed lb/day/2.2 lb/kg x Ammonia Removed kWh/kg x Power Cost x 365 days				
Ammonia Removed lb/day	Ammonia Removed kWh/kg	Power Cost (\$/kwh) ^b	Power Cost	
485	1.4	\$ 0.07	\$	(7,886)
Methanol Savings				
Nitrate Saved x Methanol:N Ratio for Denite Filters/6.63 lb/gal methanol x Methanol Cost x 365 days				
Nitrate Saved (lb/day)	Methanol:N Ratio ^c	Methanol Cost (\$/gal) ^d	Methanol Savings	
196	3.26	\$ 2.00	\$	70,499
Aeration Power Savings				
Aeration Airflow/Airflow Input x 0.746 kW/hp x 24 hrs/day x 365 days x Power Cost				
Aeration Airflow Saved (scfm) ^e	Airflow Input (scfm/hp) ^f	Power Cost (\$/kwh) ^b	Aeration Power Savings	
1400	19	\$ 0.07	\$	33,693
			Total O&M Savings:	
			\$	96,307

^a The annual costs provided in this table are based upon an annual average flow of 15.7 mgd.

^b The power cost was provided in the 2006 Master Plan.

^c The methanol:N ratio was adapted from the Littleton/Englewood WWTP denitrification filter design.

^d The methanol cost was based upon costs from the Littleton/Englewood WWTP.

^e The airflows were generated by the BioWin model at 15.7 mgd plant operations.

^f The airflow input was provided by O&M manuals for the blowers.

Attachment C: Operational Cost Breakdown

Annual O&M Costs for AirPrex System ^a				
Electrical Power for AirPrex System				
Horsepower x 0.746 kW/hp x Operational Hours/day x 365 days x Power Cost				
Horsepower	Operational Hours/Day	Power Cost (\$/kwh) ^b	Power Cost	
25	24	\$ 0.07	\$	(11,432)
Methanol Savings				
Nitrate Saved x Methanol:N Ratio for Denite Filters/6.63 lb/gal methanol x Methanol Cost x 365 days				
Nitrate Saved (lb/day)	Methanol:N Ratio ^c	Methanol Cost (\$/gal) ^d	Methanol Savings	
39	3.26	\$ 2.00	\$	14,100
30% Magnesium Chloride Cost				
(30% Magnesium Chloride Feed/(Specific Gravity x 8.34 lb-L/mg-gal)) x 24 hrs/day x 365 days x 30% Magnesium Chloride Cost				
30% Magnesium Chloride Feed (lb/hr)	Specific Gravity of 30% Magnesium Chloride	30% Magnesium Chloride Cost (\$/gal)	30% Magnesium Chloride Cost	
29	1.28	\$ 0.75	\$	17,848
Total O&M Cost:				
				\$ 20,516

^a The annual costs provided in this table are based upon an annual average flow of 15.7 mgd.

^b The power cost was provided in the 2006 Master Plan.

^c The methanol:N ratio was adapted from the Littleton/Englewood WWTP denitrification filter design.

^d The methanol cost was based upon costs from the Littleton/Englewood WWTP.

Appendix C: TM3 Solid Stream Process – Analysis and Alternatives Evaluation





Technical Memorandum

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Prepared for: City of Pueblo, Department of Wastewater

Project Title: Master Plan

Project No.: 146532

Technical Memorandum No. 3 - Final

Subject: Solid Stream Process – Analysis and Alternatives Evaluation

Date: March 2, 2015

To: Gene Michael, Director of Wastewater

From: Vishal Patel, Project Manager

Copy to: Nancy Keller, Regulatory Compliance Specialist

John Lindstrom, Superintendent

Prepared by:

A handwritten signature in cursive script, appearing to read "Cheryl Dilks".

Cheryl Dilks, Design Engineer

Reviewed by:

A handwritten signature in cursive script, appearing to read "Vishal Patel".

Vishal Patel, Project Manager

Limitations:

This document was prepared solely for City of Pueblo Department of Wastewater in accordance with professional standards at the time the services were performed and in accordance with the contract between City of Pueblo Department of Wastewater and Brown and Caldwell dated November 26, 2013. This document is governed by the specific scope of work authorized by City of Pueblo Department of Wastewater; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by City of Pueblo Department of Wastewater and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

Table of Contents

List of Figures	iii
Executive Summary	1
Section 1: Background.....	4
1.1 Plant Configuration.....	4
1.1.1 Liquid Stream Configuration	4
1.1.2 Solid Stream Configuration	4
1.1.3 Process Diagram for Liquid and Solid Streams	5
1.2 Solids Stream Processes and Capacity.....	5
1.2.1 Grit Washing and Screenings.....	5
1.2.2 Gravity Thickener	5
1.2.3 Dissolved Air Flotation Thickeners.....	7
1.2.4 Polymer Feed System	8
1.2.5 Anaerobic Digesters.....	9
1.2.6 Sludge Dewatering Centrifuges	10
1.2.7 Centrate Equalization	11
1.2.8 Drying Beds	12
Section 2: Projected Flows and Loadings	17
2.1 Historical Solid Production Rates.....	17
2.1.1 Waste Activated and Primary Sludge	17
2.2 Projected Flows	18
Section 3: Regulatory Considerations.....	20
Section 4: Description of Dewatering Alternatives	21
4.1 Centrifuge	21
4.1.1 Centrifuge Advantages	22
4.1.2 Centrifuge Disadvantages.....	22
4.2 Belt Filter Press	23
4.2.1 Belt Filter Press Advantages	24
4.2.2 Belt Filter Press Disadvantages.....	24
4.3 Screw Press	24
4.3.1 Screw Press Advantages	25
4.3.2 Screw Press Disadvantages.....	26
4.4 Rotary Fan Press	26
4.4.1 Rotary Fan Press Advantages	28
4.4.2 Rotary Fan Press Disadvantages.....	28
4.5 Struvite Formation.....	28
Section 5: Design Details for Dewatering Alternatives	29

5.1	Centrifuges.....	30
5.1.1	Design Details.....	30
5.1.2	Layouts.....	31
5.2	Belt Filter Presses	33
5.2.1	Design Details.....	33
5.2.2	Layouts.....	35
5.3	Screw Presses	36
5.3.1	Design Details.....	36
5.3.2	Layouts.....	37
5.4	Rotary Fan Presses	39
5.4.1	Design Details.....	39
5.4.2	Layouts.....	40
5.5	Dewatering Alternatives Comparison.....	42
Section 6: Description of Drying Alternatives		43
6.1	Drying Beds.....	43
6.2	Solar Drying.....	43
Section 7: Design Details for Drying Alternatives.....		45
7.1	Drying Beds.....	45
7.2	Solar Drying.....	45
7.2.1	HUBER	45
7.2.2	Parkson	46
7.3	Design Details.....	47
7.4	Layouts.....	48
Section 8: Economic Assessment of Alternatives		49
8.1	Dewatering Technologies.....	49
8.2	Combined Dewatering and Drying Alternatives.....	49
8.3	Economic Analysis.....	50
8.3.1	Capital Costs	50
8.3.2	O&M Costs	54
8.3.3	20-Year Net Present Value Analysis	57
Section 9: Summary and Recommendation.....		59
References.....		61
Attachment A: Capital Costs for Alternatives.....		A-1
Attachment B: Operations and Maintenance Costs for Alternatives.....		B-1



List of Figures

Figure 1. Process Diagram for Liquid and Solid Streams	5
Figure 2. Existing Drying Bed Layout.....	13
Figure 3. Solids Mass Balance	18
Figure 4. Solid Bowl Decanter Centrifuge (Photo Courtesy of Alfa Laval).....	21
Figure 5. Centrifuge Schematic (Figure Courtesy of Alfa Laval).....	22
Figure 6. Belt Filter Press (Photo Courtesy of Komline-Sanderson).....	23
Figure 7. BFP Schematic (Figure Courtesy of Komline-Sanderson).....	24
Figure 8. Screw Press (Model Courtesy of HUBER Technology, Inc.)	25
Figure 9. Screw Press Schematic (Figure Courtesy of FKC Co., Ltd.).....	25
Figure 10. Two-Channel RFP (Photo Courtesy of PSI)	27
Figure 11. Exploded View of RFP Component Arrangement (Figure Courtesy of PSI)	27
Figure 12. Layout for Existing Humboldt Centrifuges.....	30
Figure 13. Centrisys Layout	33
Figure 14. Alfa Laval Layout	33
Figure 15. Andritz Layout	33
Figure 16. BDP Layout	36
Figure 17. Komline Layout.....	36
Figure 18. Layout for HUBER Screw Presses.....	38
Figure 19. Layout for FKC Screw Presses.....	38
Figure 20. Fournier Layout.....	41
Figure 21. PSI Layout	41
Figure 22: Schematic of Solar Dryers (Figure courtesy of HUBER Technology, Inc.)	44
Figure 23. Photograph of a Solar Dryer with Electric Mole (Figure Courtesy of Parkson)	44
Figure 24: Potential Layout for Parkson Solar Dryer System.....	48

List of Tables

Table 1. Gravity Thickener Design Summary	6
Table 2. Ferric Chloride System Design Summary	6
Table 3. DAFT Design Summary	7
Table 4. Polymer Feed System Summary	8
Table 5. Anaerobic Digester Design Summary	9
Table 6. Centrifuge Design Summary.....	10
Table 7. Operating Conditions for Centrifuges	11
Table 8. Centrate Equalization Tank Design Summary.....	12
Table 9. Drying Beds Design Summary.....	14
Table 10. Drying Bed Capacity Criteria	15
Table 11. Drying Bed Capacity.....	15
Table 12. WRF Sludge Production, 2013	17
Table 13. Projected Annual Average Flows and Loads	19
Table 14. Sludge Processing Building Dimensions	29
Table 15. Centrifuge Design Parameters.....	30
Table 16. Centrifuge Layout Parameters	31
Table 17. Belt Filter Press Design Parameters.....	33
Table 18. Belt Filter Press Layout Parameters	35
Table 19. Screw Press Design Parameters.....	37
Table 20. Screw Press Layout Parameters	37
Table 21. Rotary Fan Press Design Parameters.....	39
Table 22. Rotary Fan Press Layout Parameters	40
Table 23. Comparison of Design Details for Dewatering Alternatives	42
Table 24. HUBER Solar Active Dryer Design Parameters	46
Table 25. Parkson Thermo-System Active Solar Dryer® Design Parameters.....	47
Table 26. Comparison of Design Details for Solar Dryer Alternatives.....	47
Table 27. Initial Capital Costs for Drying Bed Alternatives	52
Table 28. Initial Capital Costs for Solar Dryer Alternatives	53
Table 29. Annual O&M Costs for Drying Bed Alternatives	56
Table 30. Annual O&M Costs for Solar Dryer Alternatives.....	57
Table 31. Summary of Total Capital Costs, Annual O&M Costs, and Net Present Value.....	58



Executive Summary

A Master Plan was prepared for the James R. Dilorio Water Reclamation Facility (WRF) in 2006 by Black & Veatch. In the 2006 Master Plan, no recommendations were made for improvements to the solid stream process. While it was noted that the WRF's current centrifuges are aging, an analysis of alternatives for their replacement was not completed. The 2006 Master Plan also did not provide a capacity analysis for the WRF's drying bed system.

This Technical Memorandum (TM) serves as an update to the 2006 Master Plan, focusing on the solid stream processes and specifically providing recommendations to meet future biosolids dewatering and drying needs. This Master Plan update is based upon a 20-year planning period, from 2015 to 2034. A summary of existing solid stream facilities, flow and loading projections, regulatory considerations, and evaluation of dewatering and drying technologies are presented within this TM. TM 1 discussed the watershed, regulatory, and other requirements that impact the near- and long-term planning of the WRF. The liquid stream processes are discussed in TM 2. The information presented in all three of these TMs will be incorporated into a final Master Plan Report.

Projected Flows and Loading

To project future flows and loads, a review of recent plant data was conducted and compared to the data presented in the 2006 Master Plan. Available historical data was analyzed to compile the information to perform the analyses in this investigation. Annual average sludge production rates for 2013 were analyzed for Waste Activated Sludge (WAS), thickened WAS (TWAS), primary solids (PS) and gravity thickened (GT) sludge. The anaerobic digesters receive TWAS and GT sludge, and the anaerobically digested sludge is then sent to drying beds or dewatering centrifuges. Based on historical flows, projected population growth, and BioWin™ modeling, sludge projections to 2034 were computed. The sludge projections are shown in Table ES-1. The flows and loads during the planning period are well below the WRF's rated maximum month capacity of 19.0 MGD.

Table ES-1. Projected Annual Average Flows and Loads

Parameter	2013 ¹	2014	2019	2024 ³	2029 ³	2034 ³
Influent AAF, MGD	10.1	10.2	10.4	10.7	10.9	11.2
Feed Sludge						
Thickened Sludge to Digesters, GPD	48,500	48,800	50,200	51,700	53,100	54,700
Total Solids, lb/day	21,300 ²	21,400	21,900	24,700	25,300	25,900
Volatile Solids, lb/day	17,500 ²	17,600	18,100	18,600	19,100	19,700
Digested Sludge						
Solids, lb/day	11,400	11,400	11,600	14,100	14,400	14,700
Volatile Solids, lb/day	7,500	7,600	7,800	8,000	8,200	8,500
Biosolids						
Wet Solids Hauled per Day, lb/day	10,100	10,100	10,300	13,600	13,900	14,100
Wet Tons Hauled per Year	1,786	1,850	1,880	2,500	2,540	2,580

1. 2013 Plant Data unless otherwise noted

2. Calculated from 2013 Plant Data

3. Solids production is anticipated to increase as a result of chemical phosphorus removal



The Pueblo WRF currently hauls the dry solids to a landfill. The Southside Landfill will dispose of up to 3,500 tons/year of City-generated wastewater sludge for free per the terms of the Landfill Agreement. Based upon the projected flows and loadings, the hauled solids will remain well under the 3,500 tons/year limit at design capacity. This takes into consideration a 10% increase in total solids after 2022 due to additional coagulant addition resulting from the Regulation 31 requirements that are discussed in TM 2.

Regulatory Considerations

Biosolids from the Pueblo WRF are not able to be beneficially reused and are instead disposed of in landfills, primarily the Southside Landfill in Pueblo with the Fountain Landfill as a contingency site as needed. This is a result of Regulation 64, which defines the treatment requirements for beneficial reuse of biosolids. There are three main requirements that need to be met prior to the beneficial use of biosolids: pathogen reduction, vector attraction, and pollutant (metals) loading. The anaerobic digestion process at the Pueblo WRF allows the treated biosolids to meet Class B pathogen reduction and vector attraction requirements, but the selenium content of the finished biosolids product is too high to comply with Regulation 64 Table 1, *Ceiling Concentration Limits for Metals*. As a result, the biosolids cannot be land applied, and it is assumed that landfilling will continue through the planning period. The Southside Landfill does not impose disposal fees for the Pueblo WRFs biosolids as long as the mass of the disposed biosolids remains below 3,500 tons/yr. The dewatering and drying technologies recommended for the Pueblo WRF were selected based upon this landfilling assumption.

Dewatering and Drying Alternatives Evaluation

The WRF currently utilizes two Humboldt centrifuges originally installed in 1984 to dewater biosolids. Anaerobically digested biosolids are dewatered from approximately 2.8% to 15 - 22% solids. While the centrifuges have adequate capacity to meet digested sludge dewatering needs through 2025, the equipment will need repair or replacement within the next 10 years. The 2013 Capital Improvement Plan showed the dewatering equipment to be tentatively scheduled for replacement in 2019. The City may also elect to rebuild their existing centrifuges, effectively postponing the replacement date of the dewatering equipment by lengthening the life of the centrifuges. That is a decision that will be made by the Operations staff in the upcoming years. In the meantime, for planning purposes, the conservative assumption has been made that the centrifuges will be replaced in the upcoming years with one of the dewatering technologies investigated in this TM.

The analysis in this TM focuses on various dewatering alternatives that were considered for the replacement of the current centrifuges. The dewatering alternatives include new centrifuges, belt filter presses, screw presses, and rotary fan presses. The existing centrifuges in the Dewatering Equipment Room of the Sludge Processing Building would be removed to allow the selected alternative to be installed in their place. The scope of the dewatering replacement project would also include a rehabilitation of the polymer system.

The Pueblo WRF currently operates in two modes for biosolids dewatering and drying. For approximately one-third of the year, primarily during the winter, digested sludge is dewatered in the centrifuges. The dewatered sludge is then sent to drying beds. For the remaining two-thirds of the year, digested sludge is not mechanically dewatered. Rather, it is sent directly to drying beds. In both cases, the dried biosolids reach a final solids concentration of 70 to 80% before being periodically hauled to the landfill for disposal. In addition to evaluating dewatering technologies, this TM also provides an analysis of drying beds and solar dryers.

With no land application criteria to meet and minimal landfill disposal fees, the city's key drivers are focused on the costs, performance, and ease of operation of the dewatering and drying processes. The evaluation of each dewatering or drying alternative includes a discussion of the technology, summary of its expected performance, and proposed layouts. The dewatering alternatives were then coupled with the drying alterna-

tives to determine estimated capital costs, O&M costs, and 20-year net present value for each of the resulting alternatives.

The current drying bed configuration was first evaluated for its long-term capacity. It was determined that the existing drying beds are nearing their capacity and should be expanded by approximately 25% to meet the drying needs of the WRF during the planning period.

Based upon this analysis, the solar dryers are not a cost effective solution to implement at this time, unless another driver, such as selling of property or odor concerns require reductions in drying bed capacity. The Pueblo WRF should continue to use the drying beds through the planning period as it is currently the most cost effective option for drying of biosolids. The drying beds could be coupled with either of two dewatering alternatives, centrifuges or rotary fan presses to meet their dewatering objectives during the cold weather months. Table ES-2 summarizes the capital costs, annual O&M cost in 2034, and the 20-year net present value of the two recommended alternatives.

Table ES-2. Cost and NPV Summary of Recommended Alternatives			
Alternative	Total Capital Costs	Annual O&M Costs in 2034	20-Year Net Present Value
Centrifuges + Drying Beds	\$2,405,000	\$146,000	\$4,858,000
Rotary Fan Presses + Drying Beds	\$2,314,000	\$128,000	\$4,489,000

Both alternatives are viable options for the WRF and each have their own advantages and disadvantages. The 20-year net present value (NPV) analysis showed centrifuges were approximately \$400,000 more expensive than rotary fan presses. However, replacement of the existing centrifuges with new centrifuges provides operational advantages as it is a more proven technology that the operating staff is familiar with and feel comfortable operating. The existing facility is already configured for this type of system and the centrifuges should provide better dewatering performance. In terms of initial capital cost, there is only a \$100,000 difference, which at this stage of planning, makes both options basically equivalent.

The rotary fan press is the lowest cost option in terms of NPV, but the solids concentration of the dewatered biosolids may be 1 to 2% lower than the centrifuges. However with the flexibility of the drying beds, this may not an overriding concern. As mentioned before, at this stage of planning, the cost differences between the two technologies may be considered negligible. A key advantage for the rotary fan press is that it is a low speed technology that is less susceptible to struvite build-up and damage than a high speed dewatering technology like centrifuges. As the WRF continues to remove phosphorus biologically in the liquid stream, the struvite accumulation in the solids handling process will become increasingly important and the effects of struvite should be more manageable in the rotary fan press than in the centrifuge.

There is uncertainty regarding rotary fan dewatering performance with the digested sludge from the Dilorio WRF. Prior experience has shown that performance of rotary fan presses vary from location to location so it is highly recommended that a pilot study be performed prior to selection of this option. At least one rotary fan press manufacturer has indicated that a no cost pilot study can be performed for approximately 2 days to test the performance with the WRF's digested sludge. If the results should prove desired performance, the rotary fan press may be the preferred technology to replace the existing centrifuges for its overall lower lifecycle cost.

Section 1: Background

1.1 Plant Configuration

The James R. Dilorio Water Reclamation Facility (WRF) was originally constructed in 1939 and is located on the southeast side of Pueblo, Colorado. Major upgrades to the facility have occurred in 1976, 1989, 2003 and 2013. The most recent facility upgrade project converted the facility from a trickling filter/solids contact process to a biological nutrient removal (BNR) process and installed an ultraviolet disinfection system. The facility's effluent is discharged to Segment 1a of the Lower Arkansas River. Primary and waste activated sludge are thickened and anaerobically digested prior to dewatering, drying, and landfill disposal.

1.1.1 Liquid Stream Configuration

Raw wastewater flows to the headworks building where it is split into two channels, each with a stair screen. The screenings are collected and processed in a washer/compactor. The washed and compacted screenings are disposed in a landfill. From the stair screens, the flows are recombined and pumped from the Raw Sewage Pump Station to the Vortex Grit Removal System. Recycle flows including gravity thickener overflow, dissolved air flotation thickener (DAFT) supernatant, and centrate are sent to the Raw Sewage Pump Station via the Recycle (RCY) line as well. Grit from the removal system is further processed in the grit classifiers and disposed.

From the Vortex Grit Removal System, the wastewater can be split into two primary clarifiers. Primary sludge is pumped to a grit hydrocyclone and then flows via gravity to the gravity thickener. Primary effluent flows to the secondary treatment process, which is a Johannesburg biological nutrient removal (BNR) Process consisting of return activated sludge (RAS) denitrification in the pre-anoxic zone followed by anaerobic, anoxic and oxic reactors for the entire liquid process stream.

The Pre-anoxic, Anaerobic, Anoxic Reactor (PAAR) complex consists of zones with the named characteristics. RAS from the secondary clarifiers enters the first zone of the reactor, the pre-anoxic zone. In the next zone, the anaerobic zone, the RAS is mixed and processed with the primary effluent. In the final zone, the anoxic zone, mixed liquor (ML) is pumped in from the oxic reactors via the Internal Mixed Liquor Return (IMLR) line. Following the anoxic zone, the wastewater is split into eight oxic reactor areas. The effluent from the oxic reactors is combined and is split into three secondary clarifiers. The secondary effluent flows to the UV Building for UV disinfection and is discharged to the Arkansas River. Waste activated sludge (WAS) from the secondary clarifier is pumped to the DAFTs and the RAS is pumped to the RAS splitter structure. These processes can be seen on Figure 1 in Section 1.1.3.

1.1.2 Solid Stream Configuration

Two solid streams are produced at the WRF. The first solid stream is the screenings and grit generated at the headworks. Screenings collected from the newer screens are washed and dewatered. A grit classifier is used to wash and dewater the grit prior to disposal with the screenings.

The sludge solids stream for the WRF consists of thickened sludge being anaerobically digested, dewatered, dried and disposed of in a landfill. The primary clarifier sludge is dewatered in a hydrocyclone and then flows to the gravity thickener for thickening. The anaerobic digesters also receive thickened sludge from the DAFTs. The DAFTs are used to thicken primary and secondary scum and WAS.

The thickened solids are treated anaerobically in one of two primary digesters (Digesters 1 and 2) operating in parallel and then transferred to Digester 3 and then Digester 4, which are operated in series. The digested sludge is routed directly to drying beds approximately two-thirds of the year, and dewatered in centrifuges for the remainder of the year, primarily during the winter months. The use of the drying beds results in a solids

concentration of 70 to 80%. Centrifuged biosolids are dewatered to about 15 to 22% solids, after which they are transferred to the dewatered sludge storage area of the drying beds. The stabilized and dry material in the drying beds is periodically trucked to the landfill for ultimate disposal. The City's agreement with the landfill operator allows them to dispose up to 3,500 tons per year of wastewater sludge without charge. As selenium concentrations in the biosolids are too high for beneficial land application according to EPA and CDPHE biosolids regulations, landfill burial is likely to continue as the ultimate disposal method.

1.1.3 Process Diagram for Liquid and Solid Streams

Figure 1 presents a process diagram for the liquid and solids streams at the Pueblo WRF. The flow pattern for the liquid stream flow path is shown with blue lines, while the solid stream flow path is shown with brown lines. The diagram is not comprehensive of all equipment, chemical feeds, and pumps, but primary components are included.

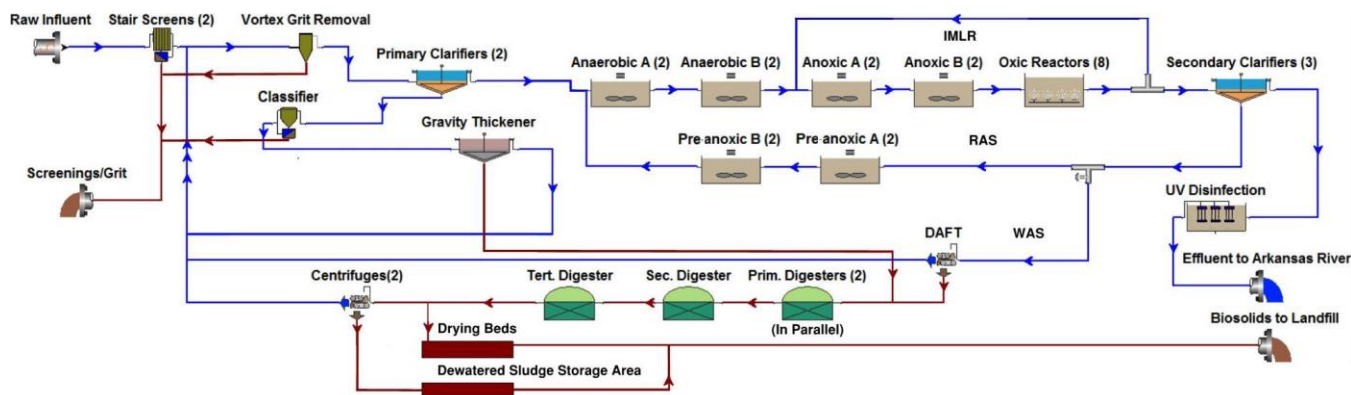


Figure 1. Process Diagram for Liquid and Solid Streams

1.2 Solids Stream Processes and Capacity

1.2.1 Grit Washing and Screenings

Inorganic solids collected from the 18-foot diameter vortex grit basin are sent to a hydrocyclone, classifier, and inclined auger for cleaning and dewatering. The dewatered grit is then transported by means of a belt conveyor to a small dump truck at the east end of the 1989 Headworks Building. Primary clarifier grit is dewatered using one classifier and inclined auger and conveyed to the same dump truck noted previously. Washed and dewatered screenings from the 2003 Headworks are lifted to the dump truck by means of the screw press used to compact the material collected by the stair screens. The 1989 Headworks provides redundancy for the 2003 Headworks. If the 2003 Headworks is out-of-service, the climber screens in the 1989 Headworks are used, and the wet screenings fall onto the same belt conveyor that transports the grit to the dump truck.

1.2.2 Gravity Thickener

Thickening of sludge from the primary clarifiers is performed in the gravity thickener. The dimensions for the gravity thickener and design details for the sludge pumps and overflow pumps are listed in Table 1.

Table 1. Gravity Thickener Design Summary	
Parameter	Description
Gravity Thickener	
Diameter, ft	40
Side Water Depth, ft	10
Gravity Thickener Sludge Pumps	
Number	2
Type	Air Diaphragm
Rated Capacity per Pump, gpm	0.130

The primary sludge underflow is pumped to the gravity thickener at a continuously high rate. The gravity thickener increases the solids concentration from approximately 0.64% to approximately 6.1% solids on average. Two air diaphragm pumps (firm capacity of 0.130 MGD) pump the thickened sludge from the bottom of the gravity thickener to one the anaerobic digesters. Scum from the gravity thickener is pumped to the DAFT process.

1.2.2.1 Ferric Chloride Feed System

The WRF feeds ferric chloride to the dewatered primary sludge as it enters the gravity thickener. The iron causes the dissolved sulfides to precipitate, which reduces the amount of hydrogen sulfide gas (H₂S) that emits from the gravity thickener's surface. The addition of the iron also helps to decrease struvite (magnesium ammonium-phosphate precipitate) formation by binding the soluble orthophosphate and reduces odor from the anaerobic digesters. The ferric feed system consists of a 4,500 gallon nominal capacity fiberglass reinforced plastic storage tank and four metering pumps. The ferric chloride storage tank is located outdoors on the west side of the Sludge Processing Building, as it was originally intended to feed ferric chloride to the centrifuges and centrate. A design summary for the ferric chloride system is presented in Table 2.

Table 2. Ferric Chloride System Design Summary	
Parameter	Description
Ferric Storage Tank Manufacturer and Type	ECC Corrosion, Inc., Fiberglass Reinforced Plastic Tank
Capacity of Ferric Storage Tank, gallons	4,500
Number of Ferric Metering Pumps	4
Ferric Metering Pump Type	Electronic Solenoid Pulse Diaphragm
Ferric Metering Pump Manufacturer and Model	PulsaFeed Pulsatron MP Series Pump, Model No. LMH7TA-WTCH-FW

1.2.3 Dissolved Air Flotation Thickeners

There are two DAFT units at the WRF located in the Sludge Processing Building used to concentrate primary and secondary scum and WAS. Currently, scum from the gravity thickener is pumped directly to the anaerobic digesters, but it can be pumped to the DAFTs if necessary. The scum and sludge, conditioned with polymer, is thickened from about 1% to 5% solids. Two pumps (firm capacity of 0.13 MGD) pump the thickened sludge and/or scum to the anaerobic digesters. The supernatant or overflow from the DAFT units flows by gravity to combine with the gravity thickener overflow and centrate streams, which are transferred to the Raw Sewage Pump Station. Sludge and grit from the bottom of the DAFT units is pumped to the drying beds.

A design summary for the DAFT units is presented in Table 3. The previous Master Plan had determined that the solids loading and hydraulic capacity of the DAFT system was sufficient for the rated flow of the WRF.

Table 3. DAFT Design Summary	
Parameter	Value
DAFT Tanks	
Number of DAFT Tanks	2
DAFT Tank Length, ft	40
DAFT Tank Width, ft	12
DAFT Tank Water Depth, ft	12
Maximum Month WAS/Secondary Scum Load, lb/day	13,800
WAS/Secondary Scum Feed Solids Concentration, % by weight	0.5 to 1.0
Feed Solids Loading Rate, lb/hr-ft ² per Unit	1.2
Hydraulic Throughput, gpm/Unit	230
Hydraulic Loading Rate, Including Maximum Recirculation, gpm/ft ²	1.5
Maximum Recirculation Rate, gpm/ft ² or gpm per unit	1 or 500
Air/Solids Ratio, lb of air per lb of solids	0.03
System Operating Pressure, psi	65
Solids Capture (With Polymer), %	95
Float Solids Concentration, % by weight	3 to 4
DAFT Recirculation Pumps	
Number	3 (2 duty, 1 standby)
Type	Non-Clog Centrifugal, Air Entraining
Rated Capacity per Pump, gpm (max)	230
Rated Head per Pump, psi	90

Table 3. DAFT Design Summary	
Thickened Biological Sludge (TBS) Pumps	
Number	2 (both duty)
Type	Rotary Lobe
Rated Capacity per Pump, gpm	100
Rated Head per Pump, ft (psi)	231 (100)

1.2.4 Polymer Feed System

The polymer feed system resides in the Sludge Processing Building, and it provides polymer to both the DAFT tanks and the centrifuge dewatering system. The polymer system consists of a common polymer mixing tank which mixes and activates dry polymer and feeds the storage day tanks on both sides of the system. Each side consists of two storage tanks and positive displacement progressive cavity feed pumps to feed their respective processes. Vertical propeller tank mixers are installed on the top of each storage tank. The system components are original to the 1984 installation of the system. It is reasonable to assume that specific components may require replacement during the design period, but a redesign of the system is not necessary to meet the demands of the dewatering or DAFT system. The design summary for the polymer feed system is presented in Table 4.

Table 4. Polymer Feed System Summary	
Parameter	Value
Number of Tanks	
Mixing	1
DAFT Polymer Storage	2
Dewatering Polymer Storage	2
Tank Capacity, gal	
Mixing	500
DAFT Polymer Storage, each	500
Dewatering Polymer Storage, each	500
Type of Mixer	Lightnin Model XJ-117
Mixer Speed, rpm	350
Feed System for the DAFT Tanks and Dewatering	
Number of Polymer Feed Pumps for DAFT Tanks	3
Number of Polymer Feed Pumps for Dewatering	3
Pump Type	Positive displacement progressive cavity (2 ½ in./2 in.)



Table 4. Polymer Feed System Summary

Polymer System Transfer Pump	
Pump Model	Moyno Model SP-36751
Pump Capacity, gpm	40
Pump Speed, rpm	1760
Pump Power, hp	2

1.2.5 Anaerobic Digesters

There are four anaerobic digesters that receive flow from various processes:

- Scum from the gravity thickener
- Thickened primary sludge (from the gravity thickener)
- Thickened primary and secondary scum and thickened WAS (from the DAFTs)

The digesters achieve nearly 60% volatile solids reduction, resulting in a digested sludge that has a solids content of about 2.8%. Three of the digesters have mixing equipment, and all four have heat exchanger-sludge recirculation facilities. The current operational mode is for two of the mixed units to serve as primary digesters. Secondary digestion is accomplished in the third unit with mixers. The fourth digester, which is heated but unmixed, serves as a gas and digested sludge storage tank. Current operation does not require the withdrawal of supernatant from the secondary digester.

The 2006 Master Plan determined that the digesters have adequate capacity to handle the primary and secondary solids load associated with a design population of 147,000 people and a maximum-month capacity of 23 MGD. The influent maximum-month flow is projected to be 13.6 MGD at the end of the planning period (2034).

A design summary for the anaerobic digesters is presented in Table 5.

Table 5. Anaerobic Digester Design Summary

Parameter	Value			
	Digester 1	Digester 2	Digester 3	Digester 4
Diameter, ft	50	50	50	50
Side Water Depth, ft	32	32	26	23
Capacity, gal	470,015	470,015	381,887	337,823

1.2.6 Sludge Dewatering Centrifuges

When the air temperature is too low to allow dewatering of the digested liquid sludge in the drying beds, biosolids are mechanically dewatered prior to transport to a dewatered sludge storage area. For approximately 116 days throughout the year, primarily during the winter months, the anaerobically digested biosolids are mechanically dewatered from an average percent solids of 2.8% to 15 - 22% using two KHD Humboldt Wedag S3-3 centrifuges originally installed in 1984. These centrifuges are housed on the second floor of the Sludge Processing Building.

Dewatering generally occurs during a single 8-hour shift, 6 days per week. Redundancy is achieved by running multiple shifts, if necessary. The dewatered solids are normally hauled to the dewatered sludge storage area adjacent to the Sludge Processing Building for drying. Centrate from the centrifuges is sent to the centrate equalization tank, which is discussed in section 1.2.7.

The 2006 Master Plan determined that the centrifuges have adequate capacity to meet digested sludge dewatering needs through 2025, but it is likely that equipment will need to be replaced within the planning period. The 30-year old KHD Humboldt centrifuges are no longer manufactured, increasing the difficulty of replacing parts. The 2013 Capital Improvement Plan showed the dewatering equipment to be tentatively scheduled for replacement in 2019.

A design summary for the existing centrifuges is presented in Table 6.

Table 6. Centrifuge Design Summary	
Parameter	Value
Number of Centrifuges	2
Centrifuge Model	KHD Humboldt Wedag S3-3
Final Dewatered Solids Concentration, %	15 to 22
Maximum Month Capacity ¹ , MGD	34

1. According to the 2006 Master Plan, when both centrifuges operate five days per week, seven hours per day.

An analysis of 2013 WRF operations determined the current operating conditions for the centrifuges, as shown in Table 7.

Table 7. Operating Conditions for Centrifuges

Parameter	Value
Average Number of Operating Days per Year ¹	116
Number of Operating Days between Nov. 1 and March 31 ^{1,2}	73
Percent Solids Concentration of Anaerobically Digested Sludge in 2013 ³	2.8
Percent Solids Concentration of Dewatered Sludge ⁴	15
Annual Volume of Centrate from Centrifuges, gal/yr ⁵	10,400,000
Volume of Centrate from Centrifuges from Nov 1. – March 31, gal ⁵	6,290,000
Annual Volume of Flow from Centrifuges to Dewatered Storage Area, gal/yr ⁶	12,800,000
Volume of Flow from Centrifuges to Dewatered Storage Area from Nov. 1 – March 31, gal ⁶	1,440,000
Annual Dewatered Solids from Centrifuges, lb/yr ⁶	2,980,000
Dewatered Solids from Centrifuges from Nov. 1 – March 31, lb ⁶	1,810,000

1. Operating days were determined based on centrate data provided by the WRF for 2013.

2. November 1 – March 31 constitute the “winter months.”

3. Computed by Brown and Caldwell based upon data provided by the WRF.

4. As reported from WRF operations staff

5. 2013 operating data

6. Calculated based upon the assumed 15% solids concentration and mass- and volume-balance relationships for total solids and the volume of sludge into and out of the centrifuges.

1.2.6.1 Ferric Chloride Feed System

While a ferric chloride system to control struvite formation in the centrifuge centrate was completed in 2013, it is not currently being used in this manner. Rather, the feed system feeds ferric chloride to the degrittied primary sludge as it enters the gravity thickener. The details of the system are discussed in Section 1.2.2.1.

1.2.7 Centrate Equalization

The centrate equalization tank is a 65-foot diameter concrete tank located just north of the Sludge Processing Building and east of Anaerobic Digester No. 3. Centrate is sent to the centrate equalization tank through the centrate return line when the centrifuges are in use. The centrate equalization tank aerates the centrate and meters the centrate flow into the liquid stream on a 24 hour, seven day per week basis to prevent pulses of high ammonia centrate from being recycled back to the liquid stream. The design summary for the centrate equalization tank is presented in Table 8.

Table 8. Centrate Equalization Tank Design Summary	
Parameter	Description
Number of Tanks	1
Tank Diameter, ft	65
Tank Side Water Depth, ft	13
Tank Side Wall Height, ft	14
Tank Useable Volume, gal	300,000
Mixing/Aeration System Type	Coarse bubble aeration
Airflow, scfm/1,000 cu ft	30
Design Influent Centrate Flow, gpm	125
Average Equalized Centrate Return Flow, gpm	52
Tank Centrate Outlet Control	Magnetic flow meter and air-actuated pinch valve
Tank Airflow Control	Thermal dispersion flow meter and motor operated modulating butterfly valve

1.2.8 Drying Beds

Drying beds are utilized at the WRF to dry digested sludge directly from the digesters in the summer months and dewatered sludge during the winter months. Figure 2 shows the existing drying bed locations at the Pueblo WRF. The main drying beds, capable of handling liquid sludge, are located southwest of the WRF. Another drying bed is located east of the Sludge Processing Building and is used primarily for drying of dewatered sludge from the centrifuges. Biosolids may be transported between either drying bed depending on space constraints and operational needs.

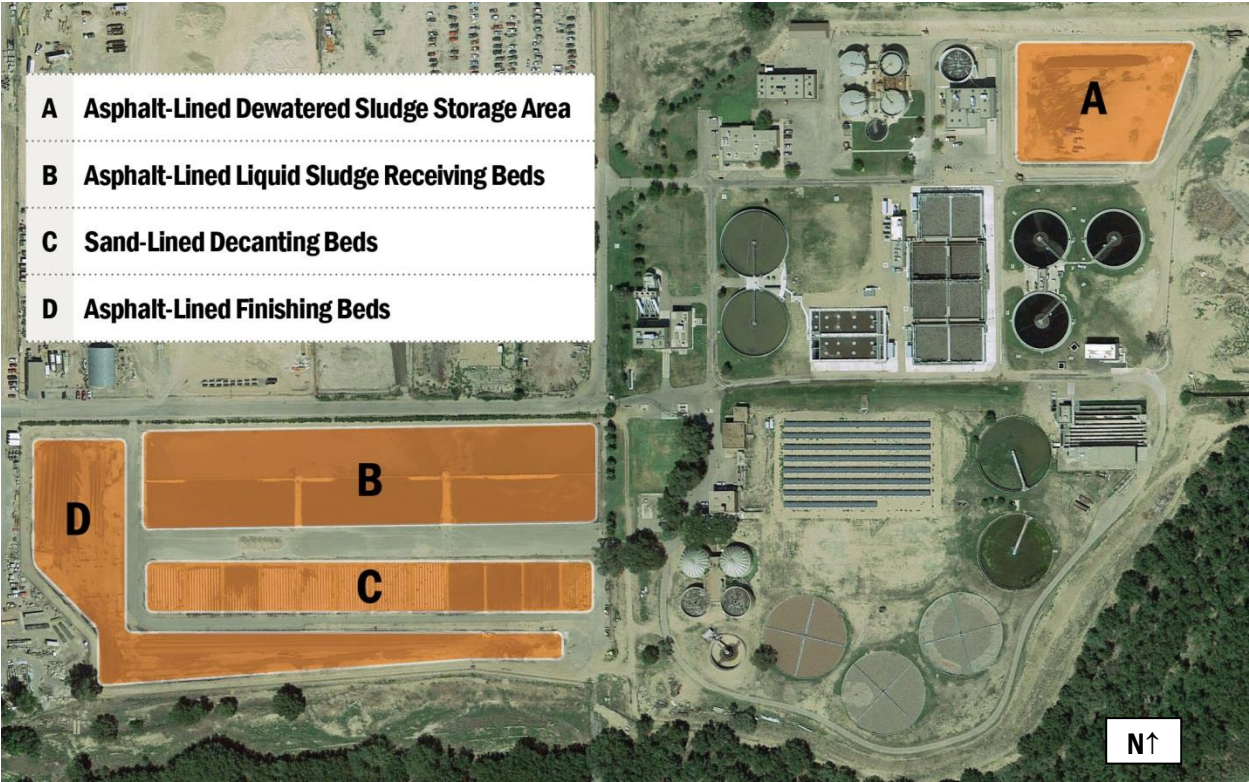


Figure 2. Existing Drying Bed Layout

For 249 days throughout the year, on average, anaerobically digested biosolids are pumped to drying beds for accelerated air drying. The digested sludge is pumped directly to six asphalt-lined rectangular drying beds, shown as “B” on Figure 2, each approximately 300 feet by 90 feet. The sludge is allowed to settle, and a portion of the liquid is decanted to sand-lined beds, “C” on Figure 2, and recycled into the WRF. The twelve sand-lined beds have a total rectangular footprint of 924 feet by 100 feet. The remaining sludge in the asphalt-lined beds is approximately 15% solids, and it is sent to the finishing drying beds, “D” on Figure 2.

The finishing drying beds are composed of two rectangular asphalt-lined basins of approximately 194 feet by 320 feet and 950 feet by 120 feet. Additionally, a dewatered sludge storage area exists adjacent to the Sludge Processing Building, shown as “A” on Figure 2. Dewatered solids from the centrifuge operations are hauled to this location for drying before hauling to the landfill. The dewatered sludge storage area is used as a finishing area as well. The solids are placed into windrows and periodically turned to enhance the air-drying process. The resulting solids concentration is 70 to 80 percent.

The design summary for the existing drying beds is presented in Table 9.

Table 9. Drying Beds Design Summary	
Parameter	Value
Asphalt-Lined Decant Beds	
Number of Beds	6
Approximate Dimensions per Bed, ft x ft	300 x 90
Approximate Total Area, ft ²	162,000
Resulting Solids Concentration After Decanting, %	4
Sand-Lined Decant Beds	
Number of Beds	12
Approximate Dimensions per Bed, ft x ft	77 x 100
Approximate Total Area, ft ²	92,400
Asphalt-Lined Finishing Beds	
Number of Beds	2
Approximate Dimensions per Bed, ft x ft	194 x 320 and 950 x 120
Approximate Total Area, ft ²	176,080
Approximate Available Surface Area, ft ² ¹	138,500
Dewatered Sludge Storage Area	
Number of Beds	1
Approximate Available Surface Area, ft ² ¹	59,490
Resulting Solids Concentration, %	70 to 80

1. The approximate available surface area is based upon GIS area measurements of the current WRF operations.

An analysis was performed to determine if the capacity of the drying beds will be exceeded prior to 2034. This analysis was conducted for “decanting-paved” type drying beds using equations provided by Metcalf & Eddy’s *Wastewater Engineering: Treatment and Reuse, 4th Ed*. The equations take into consideration the evaporation rate and annual precipitation for the location, as well as potential storm water runoff from the drying beds. The total feed solids capacity of the drying beds was computed based upon the available surface area of the existing drying beds. The values utilized in the analysis are shown in Table 10. Using a weighted average feed sludge solids content of 16% and output goal of 80%, the existing drying beds have theoretical feed capacity of 4,457,000 dry lbs/year.



Table 10. Drying Bed Capacity Criteria	
Parameter	Value
Free Water Pan Evaporation Rate ¹ , in/yr	45.8
Reduction Factor for Evaporation From Sludge vs. a Free Water Surface ² , dimensionless	0.6
Annual Evaporation Rate ³ , lb/ft ² -yr	143
Annual Precipitation ⁴ , ft/yr	0.33
Surface Area of Finished Drying Bed, ft ²	138,500
Surface Area of Dewatered Sludge Storage Area, ft ²	59,490
Percent Solids in Decanted Sludge, %	15
Percent Solids in Dewatered Sludge, %	18
Typical Days of Sludge Mechanically Dewatered Annually ⁵ , %	32
Weighted Average Percent Solids of Feed Sludge to Drying Beds, %	16
Final Desired Percent Solids, %	80
Annual Feed Solids Capacity of Drying Beds Based on Available Surface Area, dry lb/yr	4,457,000

1. Weather station data from the Pueblo Memorial Airport (Colorado Water Conservation Board 2014).

2. Metcalf & Eddy (2003).

3. Computed value.

4. 30 year average from NOAA of 12.21 in/yr for Pueblo, CO, multiplied by 0.32 to account for the precipitation run-off from sludge (National Oceanic and Atmospheric Administration 2014), (Kalaba, Wilson and Haralampides 2007).

5. Based on 116 days of dewatering annually WRF.

To determine if the drying bed capacity would be exceeded throughout the planning period, the capacity of the drying beds was compared to the projected annual digested solids to be applied to the drying beds (discussed in further detail in Section 2). The results of this analysis are presented in Table 11.

Table 11. Drying Bed Capacity						
Parameter	2013	2014	2019	2024	2029	2034
Annual Projected Solids from Anaerobic Digester, dry lb/yr	4,142,000	4,159,000	4,244,000	5,150,000	5,259,000	5,369,000
Annual Dry Solids Capacity of Drying Beds Based on Available Surface Area, dry lb/yr	4,457,000	4,457,000	4,457,000	4,457,000	4,457,000	4,457,000
Projected Capacity Surplus/(Deficiency), dry lb/yr	315,000	298,000	213,000	(694,000)	(802,000)	(912,000)

As shown in Table 11, the current drying beds are within 90% of their theoretical capacity and will become deficient in the years between 2019 and 2024. This coincides with the theoretical implementation of Regulation 31 effluent limits in 2022 and the proposed chemical phosphorus removal needed to meet those limits. The chemical precipitation is expected to increase the amount of sludge wasted by nearly 10%, which accounts for the jump seen in Table 11. In order to meet the projected solids loading in 2034, another 30,500 ft² of paved drying bed area is needed, for a total of 228,500 ft² of drying bed area.

The operation and performance of a drying bed is not a precisely controllable process as performance is principally driven by weather factors. Furthermore, to get optimal capacity, hauling of dried biosolids must



occur regularly to keep drying bed area open for new sludge. To account for these and other items that would affect the actual capacity of the drying beds, it is recommended that at least 10% additional drying bed area be provided if expansion of the beds is to occur. That would increase the expansion area needed to 53,400 ft². This is roughly the size of the dewatered sludge storage area in the northeast corner of the facility. A drying bed expansion immediately north of this area has already been proposed at the WRF and that is likely where this expansion will occur.



Section 2: Projected Flows and Loadings

Presented in this section is a summary of the historical data analysis of solids produced and currently requiring treatment and disposal at the Dilorio WRF. These projected future solids quantities, combined with their characteristics, will be utilized in forming the basis for the evaluation of alternatives for improvements to the existing solids treatment system.

2.1 Historical Solid Production Rates

The Dilorio WRF is currently permitted for 19 MGD maximum month flow (MMF), which corresponds to an annual average flow of 15.7 MGD. Based on the historical plant data from 2013, the annual average flow was 10.2 MGD. Before evaluating alternative technologies to treat sludge, it is important to define the design characteristics and mass flow rates of the waste streams for conceptual design purposes. The theoretical mass and energy balances of alternative treatment processes are directly affected by the quantity and characteristics of the waste streams, as are the sizing of the various process units and the overall system footprint requirements.

BC utilized historical operating data, and analyzed available historical data to compile the information necessary to perform the analyses in this investigation. The following paragraphs provide information on the current quantities and characteristics of the waste streams requiring treatment and disposal at the WRF.

2.1.1 Waste Activated and Primary Sludge

Based on plant daily historical data from 2013, the average daily flow rate of WAS has been approximately 235,400 gallons per day (gpd). Daily WAS total solids (TS) concentrations at the WRF averaged about 0.5%. The average volatile solids (VS) fraction was approximately 70% of the TS. Approximately 450,800 gpd of 0.6% solids PS was sent to the gravity thickeners.

Based on the historical operating data, the thickened WAS (TWAS) flow averaged around 25,300 gpd with an average TS concentration of about 4.8%. The average VS fraction was approximately 83%. The GT process produced approximately 23,200 gpd of 6.1% solids, at 81% volatile solids. Table 12 summarizes historical WAS, TWAS, PS, and GVT production rates at the Dilorio WRF for 2013. Figure 3 shows a related solids balance around the solids handling processes at the WRF.

Table 12. WRF Sludge Production, 2013

Parameter	Unit	Annual Average Sludge Production (10.2 MGD AAF)			
		WAS	TWAS	PS	GT
Total Mass (Water plus Solids)	gpd	235,400	25,300	450,800	23,200
	lb/day	1,963,000	211,000	3,759,000	193,400
	tpd	982	106	1,880	97
Total Solids	lb/day	9,600	9,500	22,100	11,800
	%	0.49%	4.5%	0.59%	6.1%
Volatile Solids	lb/day	6,730	7,900	N/A	9,600
	% VS/TS	70%	83%	N/A	81%

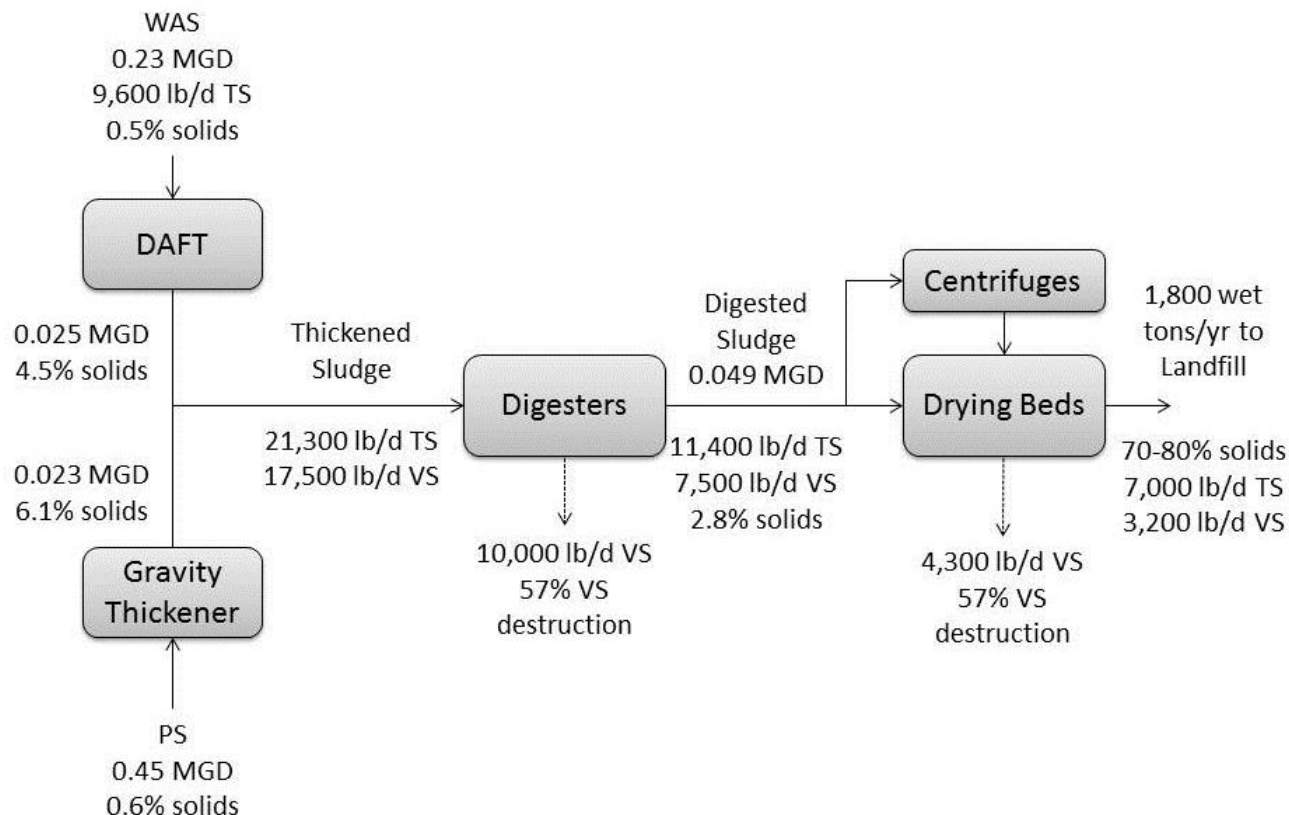


Figure 3. Solids Mass Balance

2.2 Projected Flows

Based on historical flows, projected population growth and BioWin™ modeling, sludge projections to 2034 are presented in Table 13. The projected increases in solids loading to the plant were used to calculate sludge production in the BioWin™ model. In 2013, the plant hauled 1,786 wet tons of biosolids to the landfill, with an average of 83% dry solids. The projected flows assume 57% VS destruction in the digesters, 57% VS destruction in the drying beds and/or solar dryers, and that 70% dry solids are hauled. The hauled solids will remain well under the 3,500 ton/year limit at the landfill, even at design capacity. In 2022, the total solids of the feed sludge were assumed to increase 10% due to additional coagulant addition for Regulation 31 and resulting solids precipitation.

Table 13. Projected Annual Average Flows and Loads

Parameter	2013 ¹	2014	2019	2024 ³	2029 ³	2034 ³
Influent AAF, MGD	10.1	10.2	10.4	10.7	10.9	11.2
Feed Sludge						
Thickened Sludge to Digesters, gpd	48,500	48,800	50,200	51,700	53,100	54,700
Total Solids, lb/day	21,300 ²	21,400	21,900	24,700	25,300	25,900
Volatile Solids, lb/day	17,500 ²	17,600	18,100	18,600	19,100	19,700
Digested Sludge						
Solids, lb/day	11,400	11,400	11,600	14,100	14,400	14,700
Volatile Solids, lb/day	7,500	7,600	7,800	8,000	8,200	8,500
Dried Biosolids						
Wet Solids Hauled per Day, lb/day	10,100	10,100	10,300	13,600	13,900	14,100
Wet Tons Hauled per Year	1,786	1,850	1,880	2,500	2,540	2,580

1. 2013 Plant Data unless otherwise noted

2. Calculated from 2013 Plant Data

3. Solids production is anticipated to increase as a result of tertiary phosphorus removal

Section 3: Regulatory Considerations

The WRF is required by their CDPS discharge permit to provide information on biosolids management practices, land application sites, site restrictions and certifications, and the results of all biosolids monitoring to the CDPHE. The facility is required to submit this information prior to February 19th of each year. The WRF is covered under permit COG650045 for biosolids.

Regulation 64 defines the treatment requirements for beneficial reuse of biosolids. There are three main requirements that need to be met prior to the beneficial use of biosolids: pathogen reduction, vector attraction, and pollutant (metals) loading. The anaerobic digestion process at the Pueblo WRF allows the treated biosolids to meet Class B pathogen reduction and vector attraction requirements, but the selenium content of the finished biosolids product is too high to comply with Regulation 64 Table 1, *Ceiling Concentration Limits for Metals*. Pueblo has successfully obtained a waiver of the selenium ceiling concentration in Table 1 of Regulation 64, via a footnote to the table that states Pueblo may land apply biosolids with concentrations higher than those listed in the table at public contact sites as long as there is low potential for child occupancy. This issue was also discussed in TM1.

Despite the receipt of the waiver, the Pueblo WRF has found it difficult to receive approval for land application for their biosolids through the EPA, and as a result, biosolids from the Pueblo WRF are not able to be beneficially reused and are instead disposed of in landfills, primarily the Southside Landfill in Pueblo with the Fountain Landfill as a contingency site as needed. This method of disposal is likely to continue to be the disposal method for biosolids through the planning period. The Southside landfill does not impose disposal fees for the Pueblo WRFs biosolids as long as the quantity of biosolids remains below 3,500 tons/yr. This agreement is in effect for as long as the landfill remains in operation.



Section 4: Description of Dewatering Alternatives

The WRF currently utilizes two KHD Humboldt Wedag 3S3 centrifuges to dewater solids for approximately 116 days throughout the year. Anaerobically digested biosolids are currently dewatered from 2.8% solids to 15 to 22%. While the centrifuges have adequate capacity to meet digested sludge dewatering needs through 2025, the equipment may need repair or replacement within the next 20 years. Because the KHD Humboldt centrifuges are no longer manufactured, it is increasingly difficult to replace parts. It is recommended that the current centrifuges be replaced with updated centrifuges or another dewatering technology. Various dewatering alternatives were considered for the replacement of the centrifuge in the dewatering process. The dewatering alternatives include centrifuges from other manufacturers, belt filter presses, screw presses, and rotary fan presses. The KHD Humboldt centrifuges will be removed in order to allow the selected alternative to be installed in their place within the Dewatering Equipment Room of the Sludge Processing Building.

4.1 Centrifuge

A centrifuge is comprised of two cylinders, rotating at different speeds. In the outer cylinder, centrifugal force propels the heavier digested solids to the inner wall of the outer cylinder at accelerations exceeding several thousand gravitational units (G). For comparison, a clarifier operates at 1 G, and a dissolved air flotation thickener operates at about 5 Gs). Centrate, the remaining residual liquid, accumulates along the axis of rotation and is discharged over a concentric weir. The inner cylinder has a scroll encircling its outer surface. Since the inner cylinder rotates at a slightly slower rotational speed than the outer cylinder (the differential), the scroll moves along the inner surface of the outer cylinder, conveying the dewatered solids to a dewatering beach, and then to discharge. A 3-D model of a centrifuge and a schematic diagram are presented below in Figures 4 and 5, respectively.



Figure 4. Solid Bowl Decanter Centrifuge (Photo Courtesy of Alfa Laval).

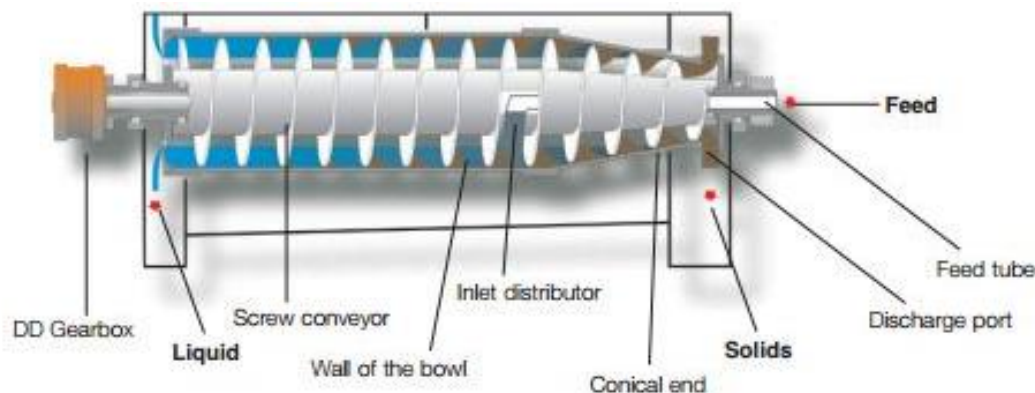


Figure 5. Centrifuge Schematic (Figure Courtesy of Alfa Laval).

Centrifuges are capable of achieving dewatered cake concentrations as high as 30%. Modern centrifuges include torque control which can automatically vary differential speed in proportion to the solids inventory in the centrifuge. This automatically controls the rate at which dewatered solids are removed from the centrifuge, providing more consistent cake dryness and minimizing uneven wear.

Centrifuge performance is dependent on the proper selection and application of dewatering polymers. The optimization of polymer feed enhances solids capture and minimizes centrate solids concentration. Solids capture is typically greater than 95%, and centrate solids concentrations are approximately 1,000 mg/L TSS. Polymer demand is typically between 25 and 35 pounds polymer per dry ton solids (lb/ton), although it can be as high as 50 lb/ton. Polymer demand and selection can vary seasonally, with warmer weather resulting in a higher ratio of secondary to primary solids. Secondary sludge contains more water and less fiber than primary sludge, which makes its dewatering more difficult.

4.1.1 Centrifuge Advantages

The advantages of centrifuges include:

- High cake solids concentration
- Small footprint
- Odor containment
- Reliable process
- Flexible process
- No consumables (such as belt filter cloths)
- No equipment downtime to replace consumables
- Low washwater requirements

4.1.2 Centrifuge Disadvantages

Disadvantages of centrifuges include:

- High power consumption (use of high-horsepower electric motors)
- High polymer use
- High O&M costs
- At high rotational speeds, long-term maintenance and wear must be considered
- Noise and vibration
- Substantial overhead space required for disassembly
- Certain maintenance items, such as auger replacement, must be performed off-site
- Higher degree of operation and maintenance skills required

4.2 Belt Filter Press

A Belt Filter Press (BFP) is a dewatering device that applies mechanical pressure to a chemically-conditioned sludge slurry sandwiched between two tensioned belts by passing those belts through a serpentine of decreasing diameter rolls. The machine can be divided into three zones:

- Gravity Zone: Free draining water is drained by gravity through a porous belt
- Wedge Zone: Solids are prepared for pressure application
- Pressure Zone: Medium and then high pressure is applied to the conditioned solids

The serpentine pathway of the belts also imparts shear to the compressed solids, further aiding in dewatering. A photograph of a typical BFP is shown in Figure 6.

Following conditioning with polymers, the sludge is first discharged onto a gravity section (analogous to a gravity belt thickener), where the free liquid drains through the filter cloth. In Figure 6, this section is located along the top of the BFP. The gravity belt can be a separate cloth with different porosity from the other belts (in a three-belt design), or it becomes either the top or bottom belt (two-belt design). The top and bottom belts envelope the gravity-drained sludge and feed it into a series of rollers that gradually compress the sludge, displacing the water.



Figure 6. Belt Filter Press (Photo Courtesy of Komline-Sanderson)

The 3-belt schematic in Figure 7 shows an independent gravity belt discharging thickened sludge into the wedge section where the sludge is captured between the top and bottom belts prior to entering the wedge section. The belt/sludge/belt sandwich is then fed to the high pressure zones. Multiple drive rollers, belt washers, and belt steering (tracking) rollers exist within the BFP. Operational adjustments include feed rate, belt speed, and washwater flow rate.

As with centrifuges, BFP performance is greatly affected by polymer selection and dose. Polymer addition and polymer/sludge mixing are likewise critical factors. Excessive turbulence downstream of polymer/sludge mixing can deflocculate the conditioned sludge, resulting in degraded solids capture and increased solids in the recycle stream.

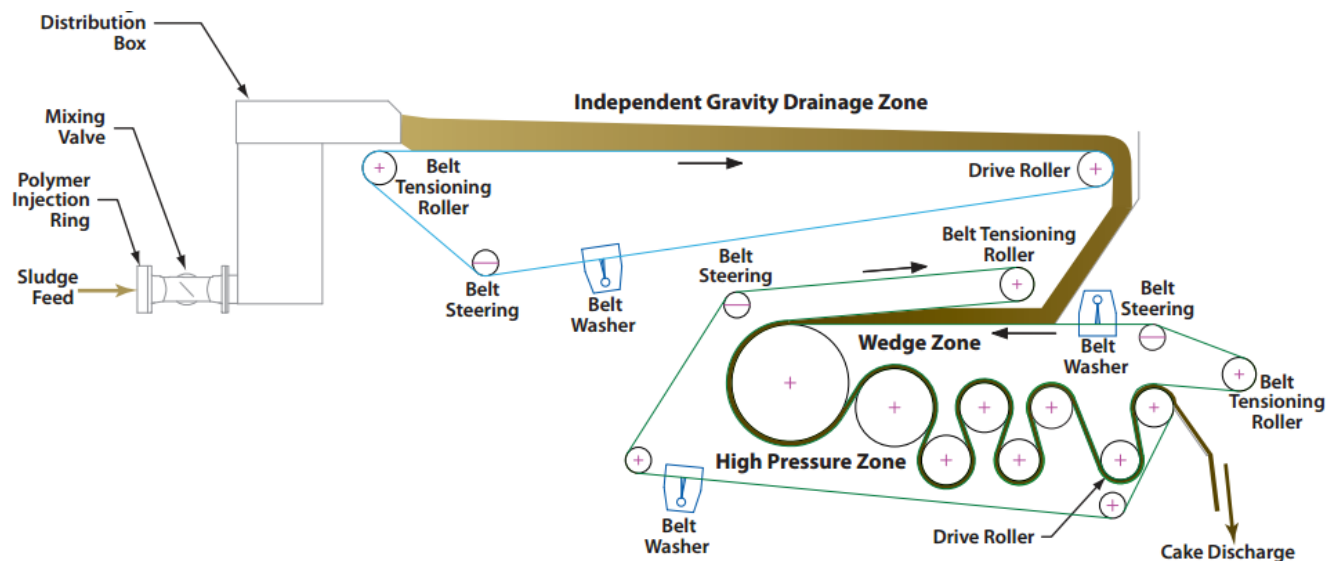


Figure 7. BFP Schematic (Figure Courtesy of Komline-Sanderson)

4.2.1 Belt Filter Press Advantages

The advantages of a BFP include:

- High solids throughput
- Low energy demand
- Variable flow rates
- Average operations and maintenance skills required

4.2.2 Belt Filter Press Disadvantages

The disadvantages of a BFP include:

- Lack of odor containment
- Open architecture results in humid environment
- High volume of belt washwater required
- Consumables (filter cloths) required
- Significant equipment down time to change filter cloths
- Less responsive to process changes
- High routine replacement and maintenance costs
- Large footprint

4.3 Screw Press

The screw press propels flocculated digested sludge via a screw, similar to an Archimedes screw pump. The screw press may be horizontal or inclined and has two dewatering principles by which it works; gravity and mechanical compression. The screw press is comprised of a wedge-wire section basket with spacing that can vary by manufacturer, but normally is on the order of 0.01-inch (0.25-mm). The variable-speed screw rotates and conveys the sludge slowly through the basket. In the widest section of the dewatering basket, the sludge gravity drains. As sludge volume reduces through the unit, it is conveyed into a pressure zone, where the cross-sectional area of the cylinder reduces to compress the digested sludge, expelling the liquid from the sludge. Backpressure is produced by a discharge cone where the friction forces are sufficient to dewater the sludge. A 3-D model of a screw press is shown in Figure 8. A process schematic of a typical screw press is presented in Figure 9.

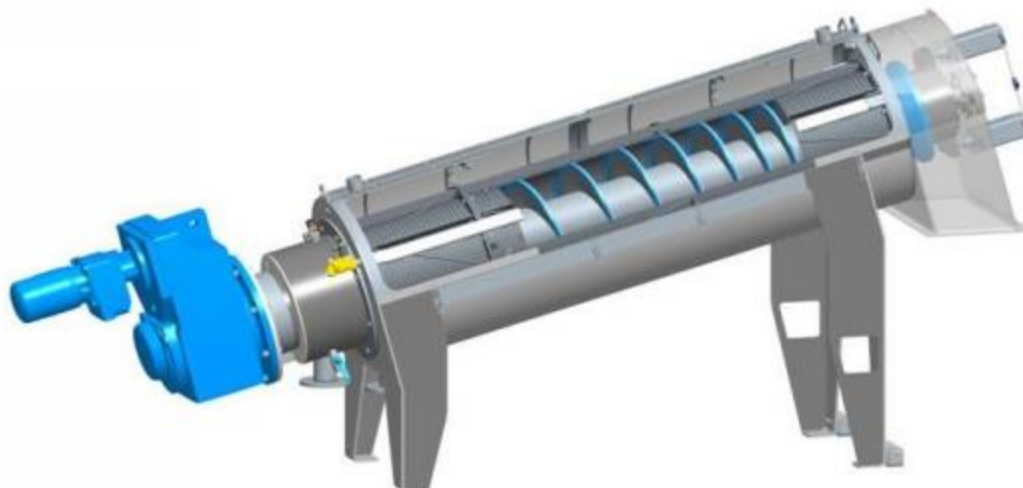


Figure 8. Screw Press (Model Courtesy of HUBER Technology, Inc.)

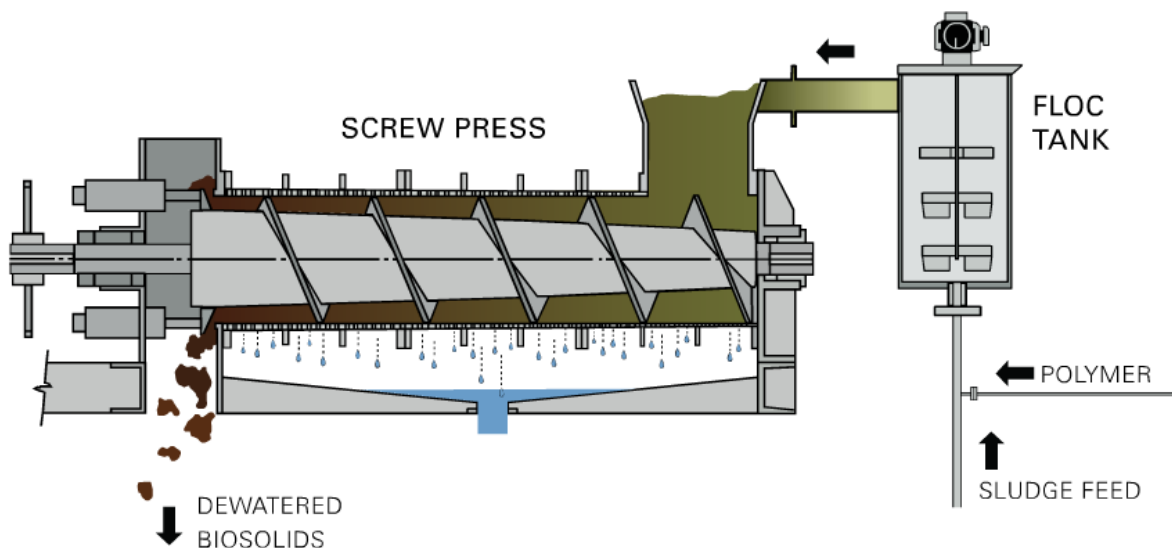


Figure 9. Screw Press Schematic (Figure Courtesy of FKC Co., Ltd.)

4.3.1 Screw Press Advantages

The advantages of a screw press include:

- Low energy use
- Low noise, low vibration
- Low washwater requirements
- Totally enclosed for odor control
- Low rotational speed results in reduced wear and maintenance
- Mechanically simple devices
- Semi-automatic operation
- No special maintenance skills required
- Low operations and maintenance costs

4.3.2 Screw Press Disadvantages

The disadvantages of a screw press include:

- High capital costs
- Potentially high polymer use
- Very sensitive to polymer selection and dosage
- Less responsive to process changes
- Sensitive to the amount of fiber in digested sludge
- Relatively uncommon in municipal wastewater applications

4.4 Rotary Fan Press

The rotary fan press (RFP) is a lower pressure sludge filtration device compared with the BFP described in section 4.2. The “fans” are screens that slowly rotate at less than one rpm within the enclosed dewatering channel. The filtering elements are typically stainless steel wedge-wire screens. The digested sludge is fed at low pressure into a rectangular dewatering channel and rotates between two parallel rotating screens. As liquid drains from the sludge (analogous to the gravity section of a BFP), solids accumulate in the dewatering channel. The sludge continues to dewater until sufficient pressure is generated against the discharge gate. The backpressure imparted by the discharge gate and the frictional force of the rotating screens are sufficient to dewater the remaining solids and to extrude a dry cake. A photograph of an RFP is shown in Figure 10, and an exploded view of the RFP components is presented in Figure 11.

One of the unique features of RFPs is the ability to expand the units by adding dewatering assemblies to the central rotating shaft. RFPs typically come as 2-channel units, but can be expanded to 4-channel and even 6-channel units. Thus, capital expenditures can be spread out to match increasing demand, while minimizing the cost impact. Depending on the manufacturer, the dewatering assemblies are available in standard screen/wheel diameters of 18-inch, 24-inch, 36-inch, or 48-inch.

Since the wedge-wire screens provide a more open area than would be the case for BFP cloths, the significance of polymer selection and dosage are even more critical for this technology. Manufacturer literature cites polymer dosages similar to other dewatering technologies. BC’s experience indicates that the dewatering performance is highly variable from site to site. The only way to be confident in selecting this technology is to pilot a unit with the site-specific conditions that will ensure proper unit performance.



Figure 10. Two-Channel RFP (Photo Courtesy of PSI)

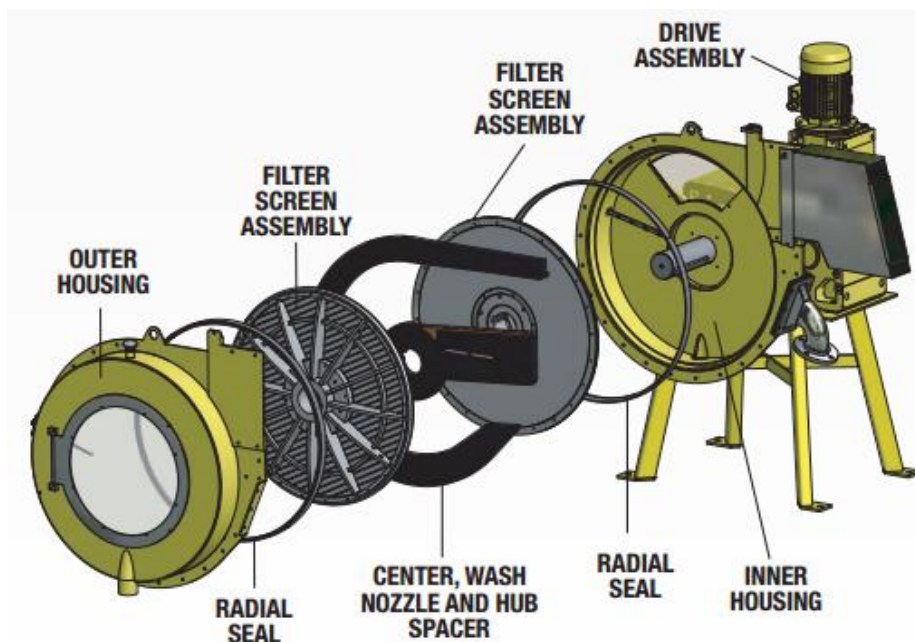


Figure 11. Exploded View of RFP Component Arrangement (Figure Courtesy of PSI)

4.4.1 Rotary Fan Press Advantages

The advantages attributed to RFPs include:

- Expandable
- Low noise, low vibration
- Less washwater than BFPs and screw presses
- Totally enclosed for odor control
- Low rotational speed results in reduced wear and maintenance
- Mechanically simple devices
- Semi-automatic operation
- Low capital costs
- No special maintenance skills required

4.4.2 Rotary Fan Press Disadvantages

The disadvantages of an RFP include:

- Lower cake solids than centrifuges and BFPs
- Very sensitive to polymer selection and dosage
- Less responsive to process changes
- Sensitive to amount of fiber present in digested sludge
- Not as reliable a process as centrifuges
- Two vendors, with limited installations

4.5 Struvite Formation

The Pueblo WRF began its biological phosphorus removal (BioP) process in 2013. Once the BioP process is introduced in a wastewater facility, the potential for struvite formation on or within other liquid stream and solid stream process equipment increases. Struvite is magnesium ammonium phosphate, $\text{NH}_4\text{MgPO}_4 \cdot 6\text{H}_2\text{O}$, and it typically forms after anaerobic digesters release ammonium and phosphate which then reacts with magnesium in the sludge. Struvite forms a crystalline scale on various equipment, including belts, pumps, pipes, dewatering equipment, and the anaerobic digester. This scale leads to decreased performance and operational inefficiency due to the clogging of pipes and pumps and the damage caused to critical components of dewatering equipment. While chemical or other solutions to alleviate the struvite formation may be possible, it is important to note that struvite formation on or within the dewatering equipment is a cause for concern at Pueblo. Significant struvite accumulation can lead to mechanical and process failures for biosolids treatment and cause accelerated wear and damage of equipment.

Of the four dewatering technologies discussed earlier, centrifuges are the most susceptible to struvite formation due to the high speeds at which they operate. Centrifuges may experience struvite formation on the bowl interior, potentially rendering the centrifuge inoperable until the struvite has been removed. Struvite removal from centrifuge can be a costly and laborious process, and in some cases may require transport for offsite replacement of the scroll's tiles. Because centrifuge bowls and scrolls can operate at speeds up to 3,000 rpm, accelerated sludge maximizes contact with the bowl or scroll, increasing the potential for struvite formation. In comparison, BFPs, screw presses, and RFPs operate at lower speeds, utilizing more passive processes, therefore lowering the potential for struvite damage. While BFPs, screw presses, and RFPs may still experience some struvite damage to their various components, overall, centrifuges are the most likely candidates for maintenance and repair, requiring additional expense.

Section 5: Design Details for Dewatering Alternatives

The design for each of the dewatering alternatives presented in this section is based upon a load from the anaerobic digesters of 272 wet tons/day at 2.9% solids. The design also assumes operational shifts of 8 hours per day, 7 days per week. This equates to a load of 1,972 dry lbs of solids per hour (dry lbs/hr). Rather than provide redundancy with an extra unit, additional operational shifts are assumed to be added as necessary.

In addition to the design details for each of the dewatering alternatives, Section 5 discusses the footprint and potential layout of each of the dewatering alternatives. The current dewatering centrifuges reside on the second story of the Sludge Processing Building. The approximate dimensions of this building and the existing access hatch are presented in Table 14. The layout of the existing centrifuges in the Dewatering Equipment Room is shown in Figure 12. The access hatch is located on the floor and opens to the sludge loadout area below. Any new dewatering equipment must either be brought through the sludge loadout area and lifted through the hatch, or a new access point through the side of the building will need to be established. The dewatering room is also equipped with an overhead bridge crane.

Table 14. Sludge Processing Building Dimensions

Location	Length, ft-in	Width, ft-in	Height, ft-in
Second Story Dewatering Equipment Room	47'-6" ¹	20'-2"	12'-0" ²
Access Hatch	6'-0"	10'-3"	N/A
Sludge Loadout Area	57'-10" ¹	20'-2"	18'-3"

1. Length of from the access hatch to the end of the room, which is the length available for dewatering equipment.
2. Height from the floor to the rails of the bridge crane.

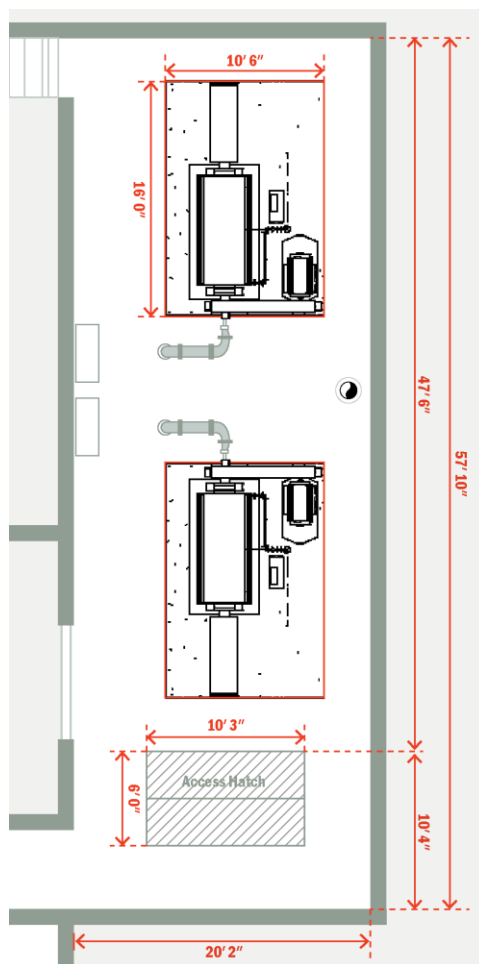


Figure 12. Layout for Existing Humboldt Centrifuges

5.1 Centrifuges

5.1.1 Design Details

Three centrifuge manufacturers were investigated for this application, Centrisys, Alfa Laval, and Andritz. A comparison of the systems recommended by Centrisys, Alfa Laval, and Andritz for this application is presented in Table 15.

Table 15. Centrifuge Design Parameters			
Parameter	Centrisys	Alfa Laval	Andritz
Model	CS18-4 2PH	ALDEC G3 75	D4L Decanter
Number of Units Needed	2	2	2
Capacity per Unit, lb dry solids/hr	1,400	986	986
Total Capacity, lb dry solids/hr	2,800	1,972	1,972

Table 15. Centrifuge Design Parameters

Parameter	Centrisys	Alfa Laval	Andritz
Capacity per Unit, gpm	96	68	68
Total Capacity, gpm	193	136	136
Power per Unit, hp	50	60	50
Total Power, hp	100	120	100
Washwater per Unit, gph	100	94	295
Total Washwater, gph	200	188	590
Dewatered Solids Concentration ¹ , %	20+	23 to 27	19 to 23
Solids Capture, %	95+	95	97
Total Polymer Demand ¹ , lb active/dry ton	30	24 to 26	25 to 35

1. Laboratory and/or pilot testing of system required for confirmation.

5.1.2 Layouts

Table 16 presents the layout parameters by the manufacturer. The layouts for the Centrisys, Alfa Laval, and Andritz centrifuges are shown in Figures 13, 14, and 15, respectively.

Table 16. Centrifuge Layout Parameters

Parameter	Centrisys	Alfa Laval	Andritz
Number of Units Needed	2	2	2
Approximate Equipment Footprint Requirements per Unit ¹	H = 5'-4" W = 4'-4" L = 12'-8"	H = 6'-11" W = 5'-2" L = 16'-6"	H = 5'-0" W = 4'-3" L = 12'-5"
Operations and Maintenance Space Requirements	3 feet of space is needed on each side of each unit	3 feet of space is needed on each side of each unit	3 feet of space is needed on each side of each unit
Existing Dewatering Equipment Room Footprint is Adequate	Yes	Yes	Yes
Reuse of Existing Hoppers for Sludge Loadout	Yes	Yes	Yes
Access Hatch is Adequate	Yes Centrifuges need to be turned lengthwise to fit through hatch	Yes Centrifuges need to be lifted through hatch on an angle	Yes Centrifuges need to be turned lengthwise to fit through hatch

1. Footprint does not include O&M spacing requirements around and between units.

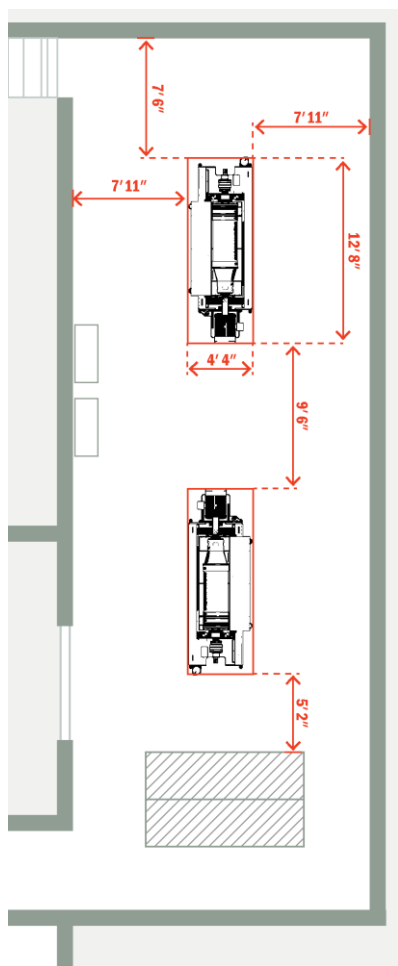


Figure 13. Centrisys Layout

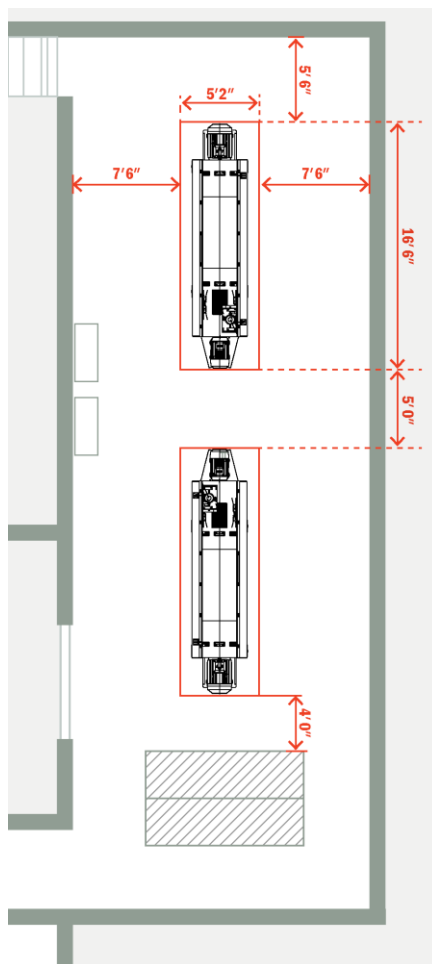


Figure 14. Alfa Laval Layout

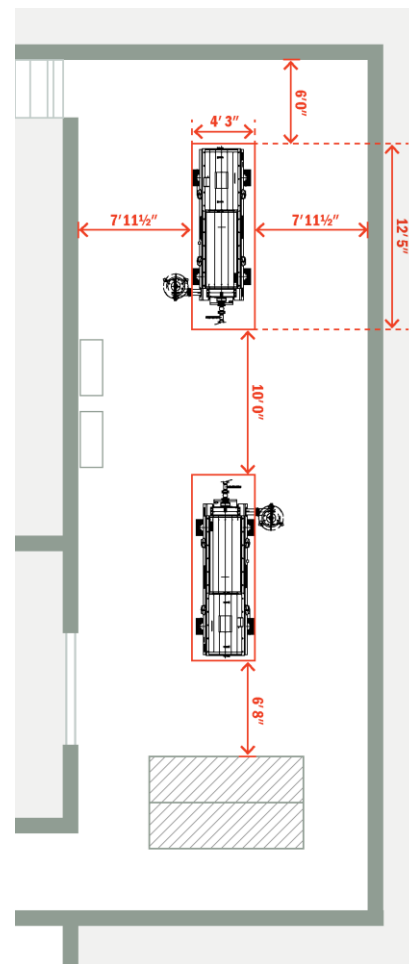


Figure 15. Andritz Layout

5.2 Belt Filter Presses

5.2.1 Design Details

Two BFP manufacturers were examined, BDP and Komline. A comparison of the systems recommended by BDP and Komline is presented in Table 17.

Table 17. Belt Filter Press Design Parameters		
Parameter	BDP	Komline
Model	1.0 Meter 3DP Belt Press	GRS-1.5 Series III Kompres
Number of Units Needed	2	2
Capacity per Unit, lb dry solids/hr	1,100	1,350
Total Capacity, lb dry solids/hr	2,200	2,700
Capacity per Unit, gpm	76	93



Table 17. Belt Filter Press Design Parameters

Parameter	BDP	Komline
Total Capacity, gpm	152	186
Power per Unit, hp	20.3	3
Total Power, hp	40.7	6
Washwater per Unit, gph	4,500	3,720
Total Washwater, gph	9,000	7,440
Dewatered Solids Concentration % ¹	23 to 25	16 to 22
Solids Capture, %	95	95
Total Polymer Demand, lb active/dry ton ¹	10 to 12	12 to 18

1. Laboratory and/or pilot testing of system required for confirmation.

5.2.2 Layouts

Table 18 presents the layout parameters by the manufacturer. The layouts for the BDP and Komline belt filter presses are shown in Figures 16 and 17, respectively.

Table 18. Belt Filter Press Layout Parameters

Parameter	BDP	Komline
Number of Units Needed	2	2
Approximate Equipment Footprint Requirements per Unit ¹	H = 8'-3" W = 7'-4" L = 21'-5"	H = 8'-1" W = 10'-4" L = 18'-2"
Operations and Maintenance Space Requirements	2.5 feet of space is needed on each side of each unit. 6.5 feet is needed between units.	2.5 – 3 feet of space is needed on each side of each unit. 8 feet is needed on one side of unit to remove a roll.
Existing Dewatering Equipment Room Footprint is Adequate	No, the access hatch is covered	No, the room is not wide enough
Reuse of Existing Hoppers for Sludge Loadout	No	No
Access Hatch is Adequate	No 8'-8" high x 6'-1" wide access through side of building is needed	No Access through the side of the building is needed

1. Footprint does not include O&M spacing requirements around and between units.

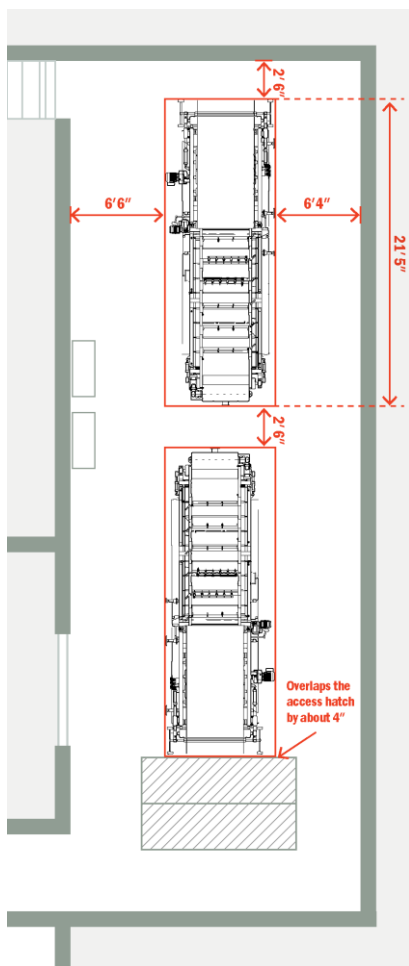


Figure 16. BDP Layout

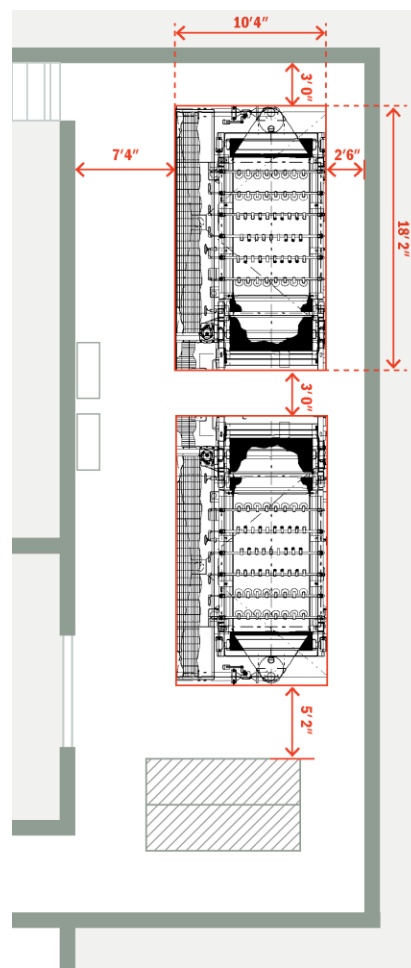


Figure 17. Komline Layout

As noted in Table 18, there is not adequate space in the existing Dewatering Equipment Room to properly service the Komline belt filter presses. Both the Komline and BDP belt filter presses would require new access through the side of the building. It is cost prohibitive to increase room size and/or create a new point of access, especially since dewatering is typically a seasonal operation. For this reason, the belt filter press is not considered further and is not included in the economic analysis.

5.3 Screw Presses

5.3.1 Design Details

Two screw press manufacturers were examined, HUBER and FKC. A comparison of the systems recommended by HUBER and FKC is presented in Table 19. The FKC screw press requires two flocculation tanks in addition to the screw press units. The HUBER screw press does not require flocculation tanks. The HUBER screw presses were sized based on the assumption that they would run for 11 hours per day rather than 8 hours per day. At 8 hours per day, 3 units would be needed, which would increase the overall footprint of the system. At 11 hours/day, the total capacity required is 1,434 dry lbs of solids/hr.

Table 19. Screw Press Design Parameters		
Parameter	HUBER	FKC
Model	RoS3-Q800	BHX-1100x6000L
Number of Units Needed	2	2
Number of Flocculation Tanks	N/A	2
Capacity per Unit, lb dry solids/hr	758	986
Total Capacity, lb dry solids/hr	1,515	1,972
Capacity per Unit, gpm	52	68
Total Capacity, gpm	104	136
Power per Unit, hp	5	8
Total Power, hp	10	16
Washwater per Unit, gph	309	196
Total Washwater, gph	618	391
Dewatered Solids Concentration, % ¹	23	20+
Solids Capture, %	95+	92 to 95
Total Polymer Demand, lb active/dry ton ¹	20 to 25	25

1. Laboratory and/or pilot testing required for confirmation.

5.3.2 Layouts

Table 20 presents the layout parameters by manufacturer. The layouts for the HUBER and FKC screw presses are shown in Figures 17 and 18, respectively.

Table 20. Screw Press Layout Parameters		
Parameter	HUBER	FKC
Number of Units Needed	2	2
Approximate Equipment Footprint Requirements per Unit ^{1,2}	H = 10'-6" W = 5'-8" L = 20'-6"	H = 8'-11" W = 5'-6" L = 27'-6"
Operations and Maintenance Space Requirements	3 feet of space is needed on each side of each unit	3 feet of space is needed on each side of each unit
Existing Dewatering Equipment Room Footprint is Adequate	No, only 1.5 feet exists between equipment and bridge crane rails	No, the space between equipment allows no room for potential modifications

Table 20. Screw Press Layout Parameters		
Parameter	HUBER	FKC
Reuse of Existing Hoppers for Sludge Loadout	No	No
Access Hatch is Adequate	Yes	No
	Equipment assembly would need to occur in the building	7' high x 6' wide access through side of building is needed. Equipment is too long to bring upright through hatch.

1. The flocculation tank is not included in the footprint for the FKC system.
2. Footprint does not include O&M spacing requirements around and between units.

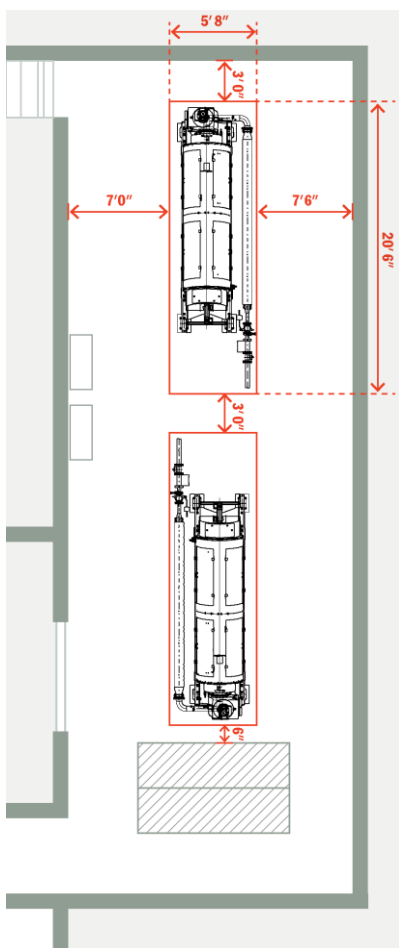


Figure 18. Layout for HUBER Screw Presses

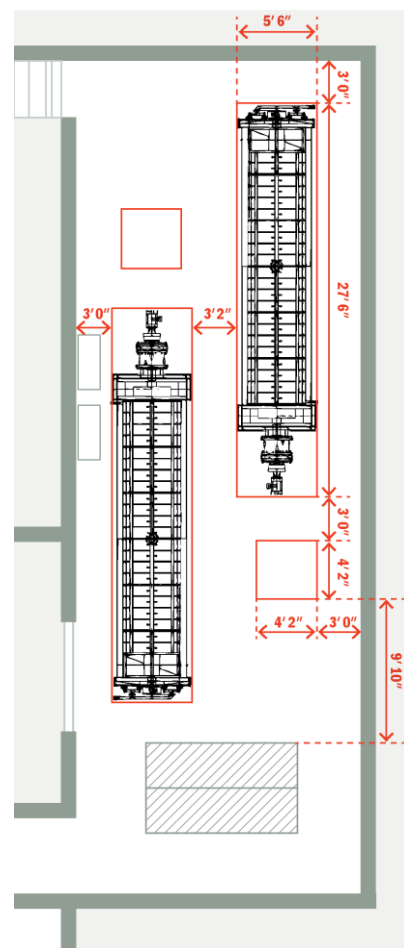


Figure 19. Layout for FKC Screw Presses

Given the spacing requirements and the footprint for the FKC screw presses, there is not adequate space to service the equipment in the existing Dewatering Equipment Room. Additionally, the FKC screw presses will not fit through the existing access hatch. It is cost prohibitive to create a new point of access, especially since dewatering is typically a seasonal operation. Therefore, the FKC screw press will not be shown in the cost analysis.

Although the height requirement of the HUBER screw press is limiting with respect to vertical distance to the crane, it is presented in the cost analysis to ensure that the potential benefits of the screw press are not overlooked. If the screw press alternative is found to provide advantages in terms of performance or cost, additional room or bridge crane modifications may be considered.

5.4 Rotary Fan Presses

5.4.1 Design Details

Two rotary fan press manufacturers were examined, Fournier and PSI. A comparison of the systems recommended by Fournier and PSI is presented in Table 21. The Fournier rotary fan press requires two flocculation tanks in addition to the screw press units. The PSI rotary fan press does not require flocculation tanks.

Table 21. Rotary Fan Press Design Parameters		
Parameter	Fournier	PSI
Model	6-900/6000CV	RFP48D-SL
Number of Units Needed	2	2
Number of Flocculation Tanks	2	N/A
Capacity per Unit, lb dry solids/hr	1,140	1,000
Total Capacity, lb dry solids/hr	2,280	2,000
Capacity per Unit, gpm	79	69
Total Capacity, gpm	157	139
Power per Unit, hp	20	13.5
Total Power, hp	40	27
Washwater per Unit, gph	188	80
Total Washwater, gph	375	160
Dewatered Solids Concentration, % ¹	18	15 to 22
Solids Capture, %	93	95+
Total Polymer Demand, lb active/dry ton ¹	15 to 20	12 to 22

1. Laboratory and/or pilot testing required for confirmation.

5.4.2 Layouts

Table 22 presents the layout parameters by manufacturer. The layouts for the Fournier and PSI rotary fan presses are shown in Figures 19 and 20, respectively.

Table 22. Rotary Fan Press Layout Parameters		
Parameter	Fournier	PSI
Number of Units Needed	2	2
Approximate Equipment Footprint Requirements per Unit ^{1,2}	H = 7'-2" W = 13'-0" L = 12'-2"	H = 8'-3" W = 6'-3" L = 8'-6"
Operations and Maintenance Space Requirements	4 feet of space is needed on each side of each unit	3 feet of space is needed on each side of each unit
Existing Dewatering Equipment Room Footprint is Adequate	Yes	Yes
Reuse of Existing Hoppers for Sludge Loadout	Yes	Yes
Access Hatch is Adequate	Yes Equipment assembly would need to occur in the building	Yes Equipment assembly would need to occur in the building

1. The flocculation tank is included in the footprint for the Fournier system.

2. Footprint does not include O&M spacing requirements around and between units.

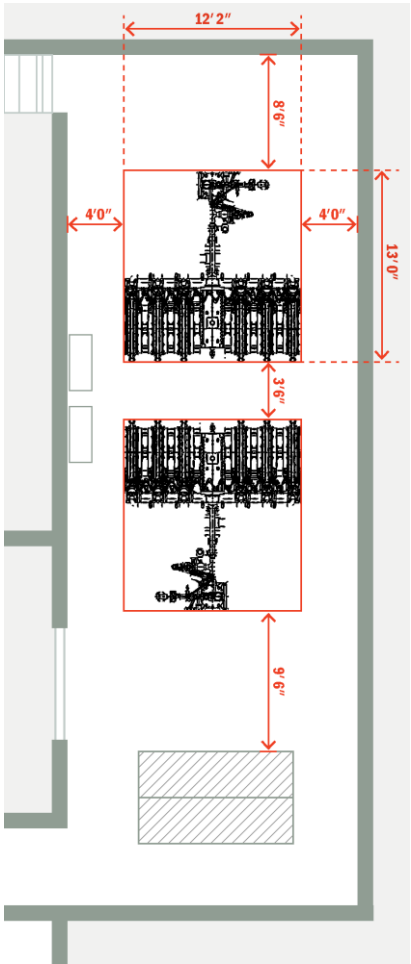


Figure 20. Fournier Layout

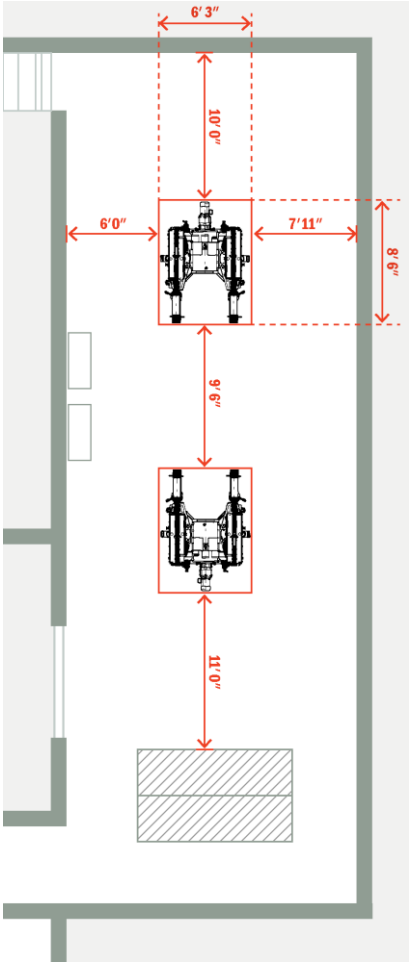


Figure 21. PSI Layout

5.5 Dewatering Alternatives Comparison

Table 23 presents a comparison of the design details for all of the dewatering alternatives. All of the alternatives discussed earlier in this section are shown in Table 23, although as discussed, the belt filter presses and FKC screw press will not be carried forward in the alternative analysis due to the size constraints of the existing space.

Table 23. Comparison of Design Details for Dewatering Alternatives

	Centrifuge			Belt Filter Press		Screw Press		Rotary Fan Press	
Parameter	Centrisys	Alfa Laval	Andritz	BDP	Komline	HUBER	FKC	Fournier	PSI
Model	CS14-4 2PH	ALDEC G3 105	D4L Decanter	1.0 Meter 3DP Belt Press	GRS-1.5 Series III Kompess	RoS3-Q800	BHX- 1100x600 0L	6-900/ 6000CV	RFP48D-SL
Number of Units Needed	2	2	2	2	2	2	2	2	2
Number of Flocculation Tanks	N/A	N/A	N/A	N/A	N/A	N/A	2	2	N/A
Capacity per Unit, lb dry solids/hr	1400	986	986	1,100	1,350	758	986	1,140	1,000
Total Capacity, lb dry solids/hr	2,800	1,972	1,972	2,200	2,700	1,515	1,972	2,280	2,000
Capacity per Unit, gpm	96	68	68	76	93	52	68	79	69
Total Capacity, gpm	193	136	136	152	186	104	136	157	139
Power per Unit, hp	50	60	50	20.3	3	5	8	20	13.5
Total Power, hp	100	120	100	40.7	6	10	16	40	27
Washwater per Unit, gph	100	94	295	4,500	3,720	309	196	188	80
Total Washwater, gph	200	188	590	9,000	7,440	618	391	375	160
Dewatered Solids Concentration, % ¹	20+	23 to 27	19 to 23	23 to 25	16 to 22	23	20+	18	15 to 22
Solids Capture, %	95+	95	97	95	95	95+	92 to 95	93	95+
Total Polymer Demand, lb active/dry ton ¹	30	24 to 26	25 to 35	10 to 12	12 to 18	20 to 25	25	15 to 20	12 to 22
Approximate Footprint Requirements per Unit ^{2,3}	H = 5'-4" W = 4'-4" L = 12'-8"	H = 6'-11" W = 5'-2" L = 16'-6"	H = 5'-0" W = 4'-3" L = 12'-5"	H = 8'-3" W = 7'-4" L = 21'-5"	H = 8'-1" W = 10'-4" L = 18'-2"	H = 10'-6" W = 5'-8" L = 20'-6"	H = 8'-11" W = 5'-6" L = 27'-6"	H = 7'-2" W = 13'-0" L = 12'-2"	H = 8'-3" W = 6'-3" L = 8'-6"

1. Laboratory and/or pilot testing required for confirmation.

2. The flocculation tank is included in the footprint for the Fournier and FKC systems.

3. Footprint does not include O&M spacing requirements around and between units.

Section 6: Description of Drying Alternatives

The WRF currently operates in two modes for digested sludge dewatering and drying. For 116 days per year on average, primarily during the winter, thickened sludge is dewatered in the two KHD Humboldt Wedag 3S3 centrifuges. The dewatered sludge, at 15 to 22% solids, is then sent to drying beds. For the remaining 249 days per year on average, thickened sludge is not mechanically dewatered. Rather, it is sent directly to drying beds, as described in Section 1.2.8, resulting in 70 to 80% solids. In both cases, the dried solids are periodically hauled to the landfill.

To achieve the same final solids concentration of 70 to 80%, two drying alternatives were considered: using the existing drying beds or installing new solar dryers. These alternatives would be used in conjunction with the chosen dewatering technology and are explained further in Sections 6.1 and 6.2.

6.1 Drying Beds

The first drying alternative would utilize the existing and future expansions of the drying beds as described in Section 1.2.8. For approximately a third of the year, anaerobically digested sludge would be dewatered by one of the technologies presented in Section 4 and then sent to the dewatered sludge storage area. For the remainder, sludge would be sent to drying beds directly for decanting and drying. The expansion of the drying bed area, defined in Section 1.2.8, would meet the needs of the WRF through the planning period.

6.2 Solar Drying

The second drying alternative utilizes solar dryers in combination with dewatering. Because solar dryers cannot accept liquid sludge, anaerobically digested biosolids must first be dewatered by one of the methods discussed in Section 3 prior to their application in solar dryers. This would increase dewatering operations from approximately 116 days per year to 365 days per year. The optimal location for the solar dryers is in the existing dewatered sludge storage area, which is adjacent to the existing Sludge Processing Building. By locating the solar dryers adjacent to the dewatering operations, the transport of dewatered sludge is minimized. Additional information about the location and layout of the solar dryers is presented in Section 7.4.

Solar dryers use captured solar radiation to dry dewatered solids to greater than 75% solids content. The dewatered solids are placed in a greenhouse-type structure with ventilation fans for exhausting the evaporated moisture from the solids. The air ventilation system expels moist air from the chamber and draws in drier air from outside the chamber. This air exchange is a crucial part of the process as it is the mechanism in which water is removed from the system. There are also internal circulation fans that ensure the proper mixing of air within the drying chamber.

Solar drying efficiency depends on climatic conditions. Less water evaporates in the winter, so different strategies can be employed to process the continuously generated volumes of sludge. In winter, support from external energy sources, such as heat pumps, may be required to maintain the same level of summer drying. Alternatively, a sludge buffer tank could be used to store sludge during winter months until solar dryer performance is adequate.

Since the drying energy for the solids comes from solar radiation, the amount of energy used to process the solids is mostly limited to the electricity needed to power the air ventilation system and the solids mixing and aeration machine. Solar dryers have the potential to generate odors, especially when the material is first introduced into the drying chamber. Ammonia odors, in particular, are expected with a system drying anaerobically digested material. If odors are a concern, the exhausted air must be directed to a chemical air scrubber to strip away any ammonia or sulfur compounds present.

A solar dryer schematic is presented in Figure 22 and a photograph of the interior of a solar drying bed is shown in Figure 23.

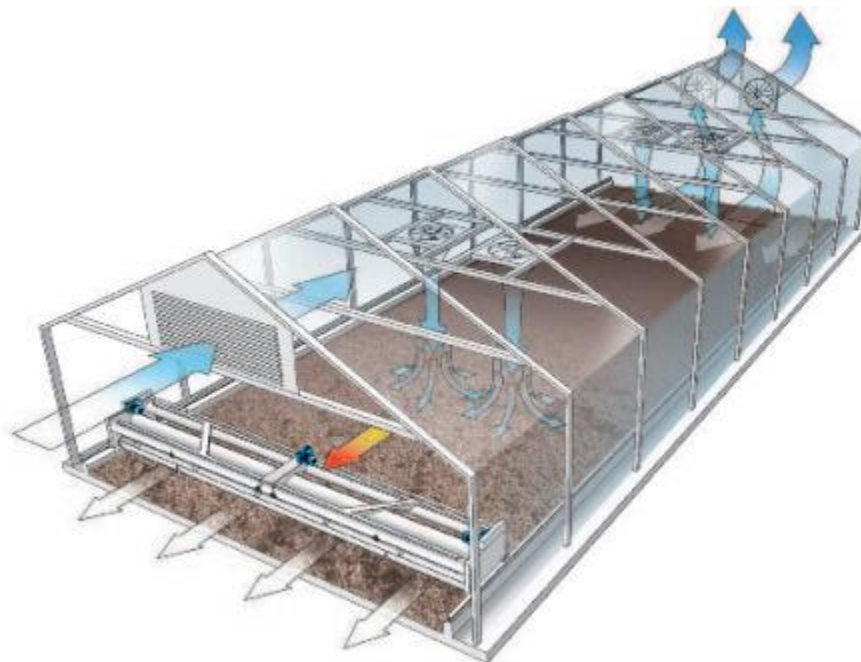


Figure 22: Schematic of Solar Dryers (Figure courtesy of HUBER Technology, Inc.)



Figure 23. Photograph of a Solar Dryer with Electric Mole (Figure Courtesy of Parkson)

Section 7: Design Details for Drying Alternatives

7.1 Drying Beds

Design details for the existing drying beds are presented in Section 1.2.8. Additionally, as noted in that section, additional drying bed area is needed to handle the projected solids generated during the planning period. An additional 53,400 ft² of drying bed area needed to meet the needs of the WRF through 2034 and provide the operators with an additional 10% area for operational flexibility. The site immediately north of the existing dewatered sludge area would be cleared, grubbed and cleared for the new asphalt paved drying bed.

7.2 Solar Drying

Two manufacturers of solar drying technology were investigated, HUBER and Parkson.

7.2.1 HUBER

HUBER manufactures the Solar Active Dryer SRT. The system is designed to dry sludge in a greenhouse using solar radiation and artificially generated wind to evaporate water from the sludge. An electric-controlled sludge turning system is utilized to spread, granulate, turn, mix, and backmix the sludge. It consists of a rotating double shovel mounted on a travelling frame. It also transports the sludge from one end of the greenhouse to the other. The turning system is continuous, facilitating a constant, open-porous and slightly wet sludge bed. The sludge is wet enough to prevent dust, but dry enough to reduce odor-generating biological processes.

Sludge feeding is an adjustable operation, dependent on site specific needs. Dewatered sludge can be introduced to the solar dryer manually or automatically through conveyors. Dried sludge can then be stored at the end of the greenhouse or moved by conveyors to a loading station. The final dried solids are pea-sized, free-flowing granules.

The HUBER system is climate controlled by way of climate probes, ventilators, and ventilation flaps. They ensure properly timed ventilation and sufficient air flow for the sludge surface. Water absorption capacity of outside and inside air is continuously measured to regulate ventilation. Ventilators blow dry air over the bed of turned sludge. The HUBER system is intended to be a modular system with options for fully automated operations and combined floor heating, where necessary. Efficient floor heating allows for maximum heat transfer and minor losses, and can be used during the winter to maintain the same dryer performance as in summer but it is not proposed for this application.

The design parameters for the HUBER Solar Active Dryer SRT are presented in Table 24. The HUBER system can operate with or without storage areas external to the solar dryer. The design parameters shown in Table 24 assume that the solids were mechanically dewatered to 20% and that external storage will be provided.

Table 24. HUBER Solar Active Dryer Design Parameters

Parameter	Value
Model	Solar Active Dryer SRT
Design Criteria	336 wet tons/day from Anaerobic Digester at 2.9% Solids 20% Dewatered Solids 17,783 wet tons/yr Entering Solar Dryer
Number of Greenhouses Needed	6
Approximate Footprint Requirements per Greenhouse	W = 40 ft L = 446 ft
Total External Storage Required, wet tons/yr	4,525
Total External Storage Area Required ¹ , ft ²	13,945
Total Footprint Requirement, ft ²	120,985
Dewatered Solids Concentration ² , %	80

1. Value based on an external storage pile height of 10 ft.

2. Laboratory and/or pilot testing required for confirmation.

7.2.2 Parkson

In the Parkson Thermo-System®, 95% of the energy required for drying is provided by solar radiation. Parkson systems have been implemented in water and wastewater treatment plants ranging in size from 0.2 MGD to 40 MGD. Parkson units are referred to as chambers rather than greenhouses, and each chamber has its own ventilation and turning system. Similar to the HUBER system, the chambers can be loaded manually from trucks, or automatically via conveyors or pumps. Electric Moles® are used to automatically turn, distribute, and aerate sludge to increase drying performance. They are computer controlled 4-wheel devices that require minimal maintenance. Each Electric Mole® has six ultrasonic sensors onboard for orientation.

Each Parkson chamber is equipped with a gable integrated motorized air flap that allows entry of fresh air. At the opposite end of the chamber, exhaust fans blow saturated air out of the chamber. Aeration ceiling fans in each chamber provide a turbulent flow regime above the sludge, increasing drying performance. The Parkson system is controlled by a central control panel and various climatic sensors including interior and ambient temperature, interior and ambient relative humidity, solar radiation, and wind speed. All devices are completely automated, allowing for minimal operator attention.

The design parameters for the Parkson Thermo-System Active Solar Drying System® are presented in Table 25, assuming that the solids were mechanically dewatered to 20%. The design parameters for the two roof materials are the same, but the difference between the roof materials lies in their cost. While the glass roof is more expensive, it is more aesthetically pleasing, more resistant to hail damage, and does not yellow. Cost estimates are described further in Section 8.

Table 25. Parkson Thermo-System Active Solar Dryer® Design Parameters

Parameter	Value
Model	Glass Venlo Roof or Twin Wall Polycarbonate Roof
Design Criteria	336 wet tons/day from Anaerobic Digester 20% Dewatered Solids 17,783 wet tons/yr Entering Solar Dryer
Number of Chambers Needed	7
Approximate Footprint Requirements per Chamber	W = 42 ft L = 420 ft
Total Footprint Requirement, ft ²	123,480
Electrical Energy Usage, kWh/yr	398,335
Dewatered Solids Concentration ¹ , %	75

1. Laboratory and/or pilot testing required for confirmation.

7.3 Design Details

Table 26 presents a comparison of the design details for the solar dryer alternatives.

Table 26. Comparison of Design Details for Solar Dryer Alternatives

Parameter	HUBER Solar Active Dryer SRT	Parkson Thermo-System Active Solar Dryer®
Model	Solar Active Dryer SRT	Glass Venlo Roof or Twin Wall Polycarbonate Roof
Design Criteria	336 wet tons/day from Anaerobic Digester at 2.9% Solids 20% Dewatered Solids 17,783 wet tons/yr Entering Solar Dryer	336 wet tons/day from Anaerobic Digester 20% Dewatered Solids 17,783 wet tons/yr Entering Solar Dryer
Number of Greenhouses Needed	6	7
Approximate Footprint Requirements per Greenhouse	W = 40 ft L = 446 ft	W = 42 ft L = 420 ft
Total External Storage Required, wet tons/yr	4,525	N/A
Total External Storage Area Required ¹ , ft ²	13,945	N/A
Total Footprint Requirement, ft ²	120,985	123,480
Dewatered Solids Concentration ¹ , %	80	75

1. Laboratory and/or pilot testing required for confirmation.

7.4 Layouts

Because the HUBER and Parkson systems require similar footprints, the layout for the Parkson system in Figure 24 can be considered representative of solar dryer footprint needs. In addition to the greenhouses themselves, a support/electrical building would also be required, with estimated dimensions of 20 feet x 20 feet is shown as an example on Figure 24. The small footprint of the building allows for its location to be determined at a later time.

The solar dryers are being located in the current dewatered sludge storage area instead of the solar drying beds southwest of the facility as it is closer to the dewatering operations and it is assumed that a key driver for the installation of solar dryer would be to reduce the size of the operation. However, the existing dewatered sludge storage area is not large enough to facilitate the entire solar dryer footprint. An additional area of approximately 49,000 square feet is needed, as shown in grey on Figure 23. This area lies outside of the Pueblo WRF's current fence and berm-line, but these areas are available for expansion as the property is owned by the City.

Parkson Solar Dryer Layout

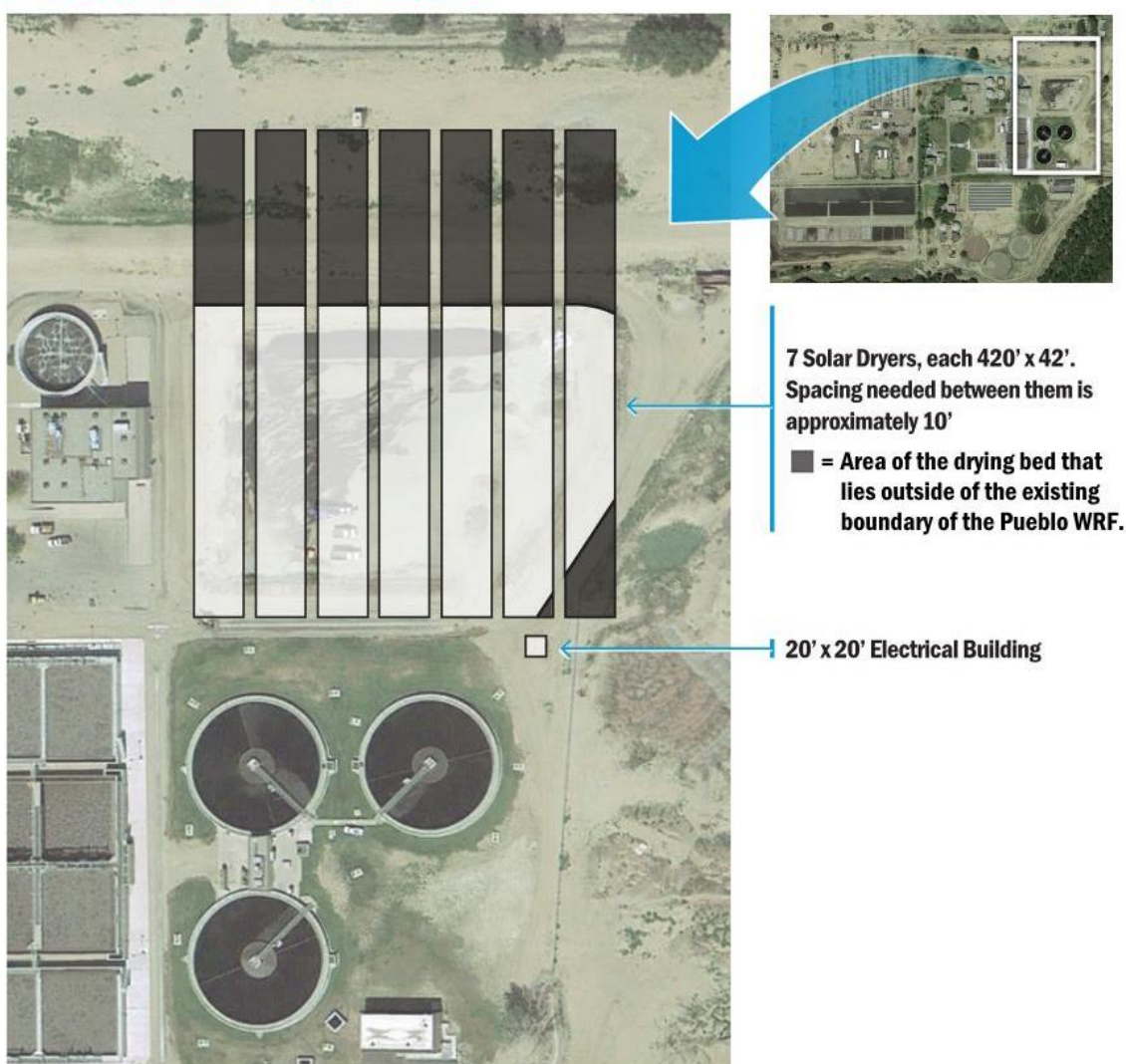


Figure 24: Potential Layout for Parkson Solar Dryer System

Section 8: Economic Assessment of Alternatives

8.1 Dewatering Technologies

8.1.1 Centrifuge Replacement

In Section 4, four dewatering technologies were presented: centrifuges, belt filter presses, screw presses, and rotary fan presses. Section 5 discussed design details for each of the dewatering technologies, as provided by their respective manufacturers. Layouts of the equipment in the existing Dewatering Equipment Room of the Sludge Processing Building were also provided. While all of the four dewatering technologies provide similar dewatering performance, the equipment sizing varied significantly. Therefore, the equipment layouts proved to be a deciding factor in the elimination of alternatives.

Regardless of the manufacturer, there is more than adequate space in the existing Dewatering Equipment Room to replace the current centrifuges with new centrifuges. New centrifuges can utilize the existing access hatch and sludge load-out hoppers. The rotary fan presses can also fit within the existing space. However, to facilitate their transport into the building, their assembly would likely need to occur within the building. The rotary fan presses can also utilize the existing access hatch and hoppers.

Two screw press manufacturers were investigated, HUBER and FKC. The FKC screw presses are too large for the existing space, and would require a new access hatch. Thus, the FKC screw presses were removed from consideration. However, the HUBER screw presses fit within the footprint of the existing building. While the current hoppers would need to be replaced to meet the needs of the HUBER screw presses, the access hatch is adequate. Similar to the rotary fan presses, the HUBER screw presses would need to be assembled within the building. The HUBER screw presses were not eliminated from consideration, but it should be noted that their height only allows approximately 1.5 feet of space between the top of the screw presses and the rails of the existing overhead bridge crane. Although the height requirement of the screw press is limiting, it is presented in the cost analysis to ensure that the potential benefits of the screw press are not overlooked. If the screw press alternative is the best option in terms of performance or cost, additional room or bridge crane modifications may be considered.

Two belt filter press manufacturers were investigated, BDP and Komline. Both were found to be too large to fit within the existing Dewatering Equipment Room. In addition to expanding the building, new hoppers and larger access hatches would also be required. Because it is cost prohibitive to increase room size and create a new point of access, particularly for a dewatering operation that currently only occurs a third of the year, the belt filter presses were not included in the cost analyses presented in Section 8.3.

8.1.2 Centrifuge Rebuild

An alternative to replacing the centrifuges would be to rebuild them, extending the life of the centrifuges by 10 years or more. A complete breakdown of a centrifuge to replace the wear parts and realign and balance the machine would cost approximately \$30,000 per centrifuge plus shipping costs. Major repairs to the centrifuges would only be identified upon inspection and would not be able to be quoted at this time. In addition, additional modifications could be made to modernize the units slightly. Even with upgrades, the centrifuges would still lack the efficiency and performance capability of new dewatering units. Although these factors take on a lesser importance when the occasional centrifuge operation and flexibility of the drying beds are considered, this solution would not be considered a long-term solution. A centrifuge rebuild may still be an alternative that the City would like to pursue in the near-term, but for this Master Plan and the associated CIP budgeting, the most conservative long-term strategy for addressing the WRF's dewatering needs is to replace the existing centrifuges.

8.2 Combined Dewatering and Drying Alternatives

The three dewatering technologies were each paired with drying alternatives. The alternatives to be compared in the economic analysis are as follows:

- DB1: Centrifuges (Centrisys) + Drying Beds
- DB2: Screw Presses (HUBER) + Drying Beds
- DB3: Rotary Fan Presses (Fournier) + Drying Beds
- DB4: Rotary Fan Presses (PSI) + Drying Beds
- SD1: Centrifuges (Centrisys) + Solar Dryers
- SD2: Screw Presses (HUBER) + Solar Dryers
- SD3: Rotary Fan Presses (Fournier) + Solar Dryers
- SD4: Rotary Fan Presses (PSI) + Solar Dryers

Because each of the three centrifuge manufacturers investigated in Section 5 are similar in size and capital cost, only Centrisys is shown in the economic analysis. Centrisys was selected for comparison because it has the highest capital cost of the three centrifuge manufacturers examined. The FKC screw press was removed from consideration due to its size, as discussed in Section 8.1, but the HUBER screw press will be considered. Both rotary fan press manufacturers are included in the economic analysis because their capital costs differ significantly.

It was also assumed that a rehabilitation of the existing polymer system would occur along with the dewatering project. This rehabilitation would include the installation of a new automated dry polymer preparation and solution feed equipment and replacement of the piping. The feed solution tanks would be reused.

As discussed in Section 7, the Parkson System is considered representative for solar dryers, and thus it is used in the economic analysis. Clearing and asphalt paving costs associated with the expansion of drying beds are not included in this analysis, as the City will self-perform this activity.

8.3 Economic Analysis

Planning level cost estimates are provided for the eight alternatives listed in Section 8.1.2 for the purpose of comparative economic evaluation. Estimates of initial capital costs and annual operation and maintenance (O&M) costs were prepared for each of the alternatives. Analyses of the 20-year net present value (NPV) were also prepared to facilitate comparison over the longer term.

The cost estimates presented in this report were based upon manufacturer preliminary quotes and estimates for O&M as well as construction cost information from similar projects.

8.3.1 Capital Costs

Planning-level capital cost estimates were generated for each alternative to be incorporated into the life-cycle analysis.

8.3.1.1 Basis of Capital Cost Estimating

The analysis of alternatives presented in this Section includes capital cost estimates for each alternative. One possible conceptual design has been included for each future alternative to provide a basis for estimating long-term capital investments. Probable construction costs cited are based on preliminary layouts of the proposed alternatives. Wherever applicable, actual costs from projects designed by BC were used as a basis. Specific costs were developed from recent similar work as provided by manufacturers, material and equip-



ment suppliers, and project data from professional journals and construction publications. When the facilities are actually required, a detailed design should be performed to select the most cost-effective approach and address any changing conditions.

In considering these estimates it is important to recognize that changes during final design will alter the total to some degree and that future changes in the costs of material, labor, and equipment will cause comparable changes to the costs provided in this report. On the other hand, because the relative economy of alternative projects can be expected to change only slightly with an increase or decrease in general construction costs, decisions based on comparisons made with these estimates should remain valid.

Construction Costs

Costs for construction of treatment facilities consist of all funds paid to the contractor or builder, including materials, equipment, labor, overhead, profit, and contract change orders. Costs for ancillary equipment such as HVAC, electrical, instrumentation, and SCADA are also included. Contractor overhead includes costs of mobilization, office space and equipment, payroll and accounting services, insurance, bonds, taxes, and other routine business costs. During the planning and design process, these items provide a rational basis to estimate total construction costs and develop project budgets. These costs have been estimates to a “planning level” with a contingency allowance to establish capital improvements budgets. Planning-level costs are based on American Association of Cost Engineering (AACE) Class 4 estimates, with an expected accuracy range of -30% to +50%.

Contingencies

Planning-level cost estimates are adequate for comparing alternatives but are not very precise due to the conceptual nature of alternative development. To ensure adequate budget for actual design and construction, planning-level cost estimates include contingencies to account for many unknown details, which will evolve as the project develops. Contingencies typically vary with the level of effort of the work involved. Feasibility studies and master plans represent the lowest level of accuracy, whereas pre-bid construction estimates, which are based on well-defined engineering drawings and specifications, represent the highest level of accuracy. AACE has established ranges of accuracy developed for planning studies, budgeting, and construction cost estimates. As a project becomes more defined, unknowns are identified and the contingencies decrease. In general, facility planning reports include a contingency of approximately 30%, whereas construction documents include a contingency of only 10 to 15%.

Actual locations for new facilities and alignments for new pipelines cannot currently be identified. Therefore, many physical characteristics—such as the final layout and configuration of proposed improvements, conflicting utilities, details of support systems such as electrical and ventilation equipment, and other project components—are not known and cannot be estimated. These unknowns must be accounted for in the contingency factor, which is 30%, based on the current level of uncertainty.

Engineering and Administration

A factor of 20% has been used for services required to coordinate the construction of facilities with the local governmental agencies, engineering design, and overall project administration. These coordination activities include assistance with CDPS permit negotiations, support of project funding loan applications, County site development applications, regulatory agency review process for the facilities plan and final construction contract documents, and building and fire department reviews. Engineering services include special investigations, surveys, geotechnical reports, location of interfering utilities, detailed design, preparing plans and specifications, construction inspection and materials testing, startup assistance, and O&M manual development.



8.3.1.2 Capital Cost Estimates

Tables 27 and 28 summarize the capital cost estimates for the four drying bed alternatives and the four solar dryer alternatives, respectively. A more detailed breakdown of capital costs can be seen in Attachment A.

Equipment costs for the dewatering equipment and solar dryers were provided in preliminary quotes from their respective manufacturers. Information for other capital costs was estimated based upon previous projects designed by Brown and Caldwell. For the dewatering options, the non-equipment capital costs include new sludge load-out hoppers and the demolition of the existing centrifuges. For the solar dryers, the non-equipment capital costs include an electrical building, concrete, and earthwork.

Table 27. Initial Capital Costs for Drying Bed Alternatives

Cost Element	DB1: Centrifuges (Centrisys) + Drying Beds	DB2: Screw Presses (HUBER) + Drying Beds	DB3: Rotary Fan Presses (Fournier) + Drying Beds	DB4: Rotary Fan Presses (PSI) + Drying Beds
Dewatering Equipment	\$600,000	\$750,000	\$720,000	\$570,000
Polymer Rehab/Replacement	\$183,000	\$183,000	\$183,000	\$183,000
Solar Dryers	N/A	N/A	N/A	N/A
Subtotal A:	\$783,000	\$933,000	\$903,000	\$753,000
Equipment Installation ^a	\$78,000	\$93,000	\$90,000	\$75,000
Mechanical Allowance ^b	\$118,000	\$140,000	\$135,000	\$113,000
Subtotal B:	\$979,000	\$1,166,000	\$1,128,000	\$941,000
Demolition of Existing Centrifuges	\$14,000	\$14,000	\$14,000	\$14,000
New Hoppers	N/A	\$136,000	N/A	N/A
Subtotal C:	\$993,000	\$1,316,000	\$1,142,000	\$955,000
Contractor General Conditions ^c	\$99,000	\$132,000	\$114,000	\$96,000
Site Civil and Grading ^d	N/A	N/A	N/A	N/A
El&C Allowance ^e	\$248,000	\$329,000	\$286,000	\$239,000
Subtotal D:	\$1,340,000	\$1,777,000	\$1,542,000	\$1,290,000
Contractor Overhead and Profit ^f	\$201,000	\$267,000	\$231,000	\$193,000
Subtotal E:	\$1,541,000	\$2,044,000	\$1,773,000	\$1,483,000
Contractor Contingency ^g	\$463,000	\$613,000	\$532,000	\$445,000
Subtotal F:	\$2,004,000	\$2,657,000	\$2,305,000	\$1,928,000
Engineering and SDC ^h	\$401,000	\$531,000	\$461,000	\$386,000
Subtotal G:	\$2,405,000	\$3,188,000	\$2,766,000	\$2,314,000
Total Initial Capital Costs:	\$2,405,000	\$3,188,000	\$2,766,000	\$2,314,000

^a Equipment Installation Cost calculated as 10% of Subtotal A.

^b Mechanical Allowance calculated as 15% of Subtotal A.

^c Contractor general conditions calculated as 10% of Subtotal C.

^d Site civil and grading calculated as 8% of Subtotal C.

^e El&C allowance calculated as 25% of Subtotal C.

^f Contractor Overhead and Profit calculated as 15% of Subtotal D.

^g Contractor Contingency calculated as 30% of Subtotal E.

^h Engineering and SDC calculated as 20% of Subtotal F.



Table 28. Initial Capital Costs for Solar Dryer Alternatives

Cost Element	SD1: Centrifuges (Centrisys) + Solar Dryer	SD2: Screw Presses (HUBER) + Solar Dryer	SD3: Rotary Fan Presses (Fournier) + Solar Dryer	SD4: Rotary Fan Presses (PSI) + Solar Dryer
Dewatering Equipment	\$600,000	\$750,000	\$720,000	\$570,000
Polymer Rehab/Replacement	\$183,000	\$183,000	\$183,000	\$183,000
Solar Dryers	\$5,740,000	\$5,740,000	\$5,740,000	\$5,740,000
Subtotal A:	\$6,523,000	\$6,673,000	\$6,643,000	\$6,493,000
Equipment Installation ^a	\$652,000	\$667,000	\$664,000	\$649,000
Mechanical Allowance ^b	\$979,000	\$1,001,000	\$996,000	\$974,000
Subtotal B:	\$8,154,000	\$8,341,000	\$8,303,000	\$8,116,000
Demolition of Existing Centrifuges	\$14,000	\$14,000	\$14,000	\$14,000
New Hoppers	N/A	\$136,000	N/A	N/A
Solar Dryer Electrical Support Building	\$100,000	\$100,000	\$100,000	\$100,000
Solar Dryer Electrical Building Foundation	\$5,000	\$5,000	\$5,000	\$5,000
Concrete for Solar Dryers	\$1,096,000	\$1,096,000	\$1,096,000	\$1,096,000
Earthwork for Solar Dryers	\$7,000	\$7,000	\$7,000	\$7,000
Subtotal C:	\$9,376,000	\$9,699,000	\$9,525,000	\$9,338,000
Contractor General Conditions ^c	\$938,000	\$970,000	\$953,000	\$934,000
Site Civil and Grading ^d	\$750,000	\$776,000	\$762,000	\$747,000
El&C Allowance ^e	\$2,344,000	\$2,425,000	\$2,382,000	\$2,335,000
Subtotal D:	\$13,408,000	\$13,870,000	\$13,622,000	\$13,354,000
Contractor Overhead and Profit ^f	\$2,011,000	\$2,081,000	\$2,043,000	\$2,003,000
Subtotal E:	\$15,429,000	\$15,951,000	\$15,665,000	\$15,357,000
Contractor Contingency ^g	\$4,626,000	\$4,785,000	\$4,700,000	\$4,607,000
Subtotal F:	\$20,045,000	\$20,736,000	\$20,365,000	\$19,964,000
Engineering and SDC ^h	\$4,009,000	\$4,147,000	\$4,073,000	\$3,993,000
Subtotal G:	\$24,054,000	\$24,883,000	\$24,438,000	\$23,957,000
Total Initial Capital Costs:	\$24,054,000	\$24,883,000	\$24,438,000	\$23,957,000

^a Equipment Installation Cost calculated as 10% of Subtotal A.

^b Mechanical Allowance calculated as 15% of Subtotal A.

^c Contractor general conditions calculated as 10% of Subtotal C.

^d Site civil and grading calculated as 8% of Subtotal C.

^e El&C allowance calculated as 25% of Subtotal C.

^f Contractor Overhead and Profit calculated as 15% of Subtotal D.

^g Contractor Contingency calculated as 30% of Subtotal E.

^h Engineering and SDC calculated as 20% of Subtotal F.

Fees, allowances, and contingencies, as described below, were applied to arrive at the total capital costs presented in Tables 27 and 28.

- Subtotal A sums the equipment costs for each alternative.
- A 10% equipment installation fee and 15% mechanical allowance was applied to each Subtotal A.
- The equipment installation cost, mechanical allowance and Subtotal A were summed to arrive at Subtotal B.

- The other capital costs, including the demolition of the centrifuges, new hoppers, solar dryer electrical building, and concrete and earthwork for solar dryers, where applicable, were added to Subtotal B to produce Subtotal C.
- Contractor general conditions were applied to Subtotal C at 10%.
- For the solar dryer alternatives only, site civil and grading was applied to Subtotal C at 8%.
- An EI&C allowance was also applied to Subtotal C at 25%.
- The sum of Subtotal C, general contractor conditions, site civil and grading, and the EI&C allowance produced Subtotal D.
- A contractor overhead and profit allowance was applied to Subtotal D at 15%.
- A contractor contingency of 30% was applied to Subtotal E to cover currently unforeseen project requirements.
- Engineering and SDC at 20% was applied to Subtotal F.
- The sum of Subtotal F and the Engineering and SDC results in the total initial capital costs per alternative.

After the application of the fees and allowances to the equipment and non-equipment costs, the total initial capital costs for the drying bed options range from about \$2.3 million for Alternative DB4 to \$3.2 million for Alternative DB2.

For the solar dryer options, the total initial capital costs after fees and allowances range from about \$24.0 million for Alternative SD4 to \$24.9 million for Alternative SD2. Based upon the capital costs, combining the solar dryers with dewatering equipment results in capital costs that are approximately \$22 million more expensive than if the existing drying beds were utilized. This is not a cost effective solution to implement at this time.

8.3.2 O&M Costs

Annual O&M costs are subject to variation over the 20-year NPV analysis, as the polymer cost is connected to the increasing average solids load from the anaerobic digester per year. The O&M costs for the dewatering equipment include polymer costs, power costs associated with running the equipment, equipment wash water costs, labor costs, and equipment replacement costs. Fuel costs for windrow machines and labor costs combine to estimate the total O&M costs for the drying beds. The power requirements, labor costs, and equipment replacement costs for the solar dryers are summed to estimate the total O&M costs for the solar dryers.

Polymer costs were estimated based upon manufacturer provided information for polymer use in which the highest polymer use in a range was selected to ensure a conservative estimate. The polymer cost of \$3.75 per active pound was used for these estimates. Polymer costs are also factors of the average solids load from the anaerobic digesters and the number of dewatering days per year. The solids loading was calculated and projected for each year from 2014 to 2034, as discussed in Section 2.1. The number of dewatering days per year in 2013 was 116. For a conservative estimate, 120 days per year was used for the drying bed alternatives, and this was used consistently for all years in the NPV analysis. If solar drying is used, dewatering operations must occur 365 days per year.

Dewatering power costs were based upon the power requirements for each dewatering technology, the average dewatering operations per day, the number of dewatering days per year, and the cost of power. The power cost of \$0.07 per kilowatt-hour (kWh) was used for these estimates. The number of dewatering days per year follows the same rationale as that used for calculating the polymer costs. Power costs for the drying beds were estimated based upon current diesel fuel requirements for the windrow machines, the number of drying days per year, and the average cost for diesel fuel in Colorado as of December 2014. Energy require-

ments for the solar dryers were provided by the manufacturer. This was multiplied by the power cost provided by the Pueblo WRF to arrive at the total power cost for the solar dryers.

Dewatering wash water costs were estimated in a similar manner as the power costs. They are based upon the wash water requirements for each dewatering technology, the average dewatering operations per day, the number of dewatering days per year, and the cost of water. The water cost of \$0.72 per 1,000 gallons was estimated from a similar Brown and Caldwell project. The number of dewatering days per year follows the same rationale as that used for calculating the polymer costs.

Dewatering labor costs are based upon the number of estimated hours per day required for personnel to be present during equipment operations or to complete maintenance activities, as estimated by the respective equipment manufacturers. The total operations cost is composed of the product of the labor hours per day, the dewatering days per year, and the labor cost. A loaded labor cost of \$50 per hour was used for these estimates from a similar Brown and Caldwell project. The labor costs for the drying beds and solar dryers are based upon the average number of personnel hours required per day to operate the windrow machines or Electric Moles, the number of drying days per year, and the labor cost per hour.

Estimated replacement costs for the dewatering and solar dryer equipment were based upon replacement parts, labor, and fee schedules provided by the respective manufacturers. In some cases, replacement costs provided by the manufacturer varied based upon the number of hours of equipment operation. These incremental costs were annualized and adjusted based on an average of eight hours per day for dewatering and the number of dewatering days per year (120 days when drying beds are used and 365 days if solar dryers are in operation.)

The annual O&M costs are shown in Tables 29 and 30 for the drying bed alternatives and the solar dryer alternatives, respectively. Due to the increasing average solids load from the anaerobic digester over the 20-year period, O&M costs for 2015 and 2034 are shown for the polymer use for comparison purposes. A more detailed breakdown of O&M costs is presented in Attachment B.



Table 29. Annual O&M Costs for Drying Bed Alternatives

Cost Element	Alternative DB1: Centrifuges (Centrisys) + Drying Beds	Alternative DB2: Screw Presses (HUBER) + Drying Beds	Alternative DB3: Rotary Fan Presses (Fournier) + Drying Beds	Alternative DB4: Rotary Fan Presses (PSI) + Drying Beds
Polymer Cost				
2015	\$77,200	\$64,300	\$51,500	\$56,600
2034	\$99,300	\$82,700	\$66,200	\$72,800
Dewatering Equipment Power	\$5,010	\$501	\$2,010	\$1,350
Wash Water	\$138	\$427	\$259	\$111
Dewatering Labor	\$6,000	\$6,000	\$6,000	\$18,000
Dewatering Equipment Replacement	\$3,900 ^a	\$345	\$347	\$244
Drying Beds Power	\$9,690	\$9,690	\$9,690	\$9,690
Drying Beds Labor	\$25,900	\$25,900	\$25,900	\$25,900
Total Annual O&M Costs				
2015	\$128,000	\$107,000	\$95,700	\$112,000
2034	\$146,000	\$126,000	\$110,000	\$128,000

^a The dewatering equipment centrifuge replacement cost was provided by the manufacturer as a fee to be paid only once in the first year for spare parts to have on hand.

For the drying bed alternatives, the annual O&M costs in 2034 range from about \$110,000 for Alternative DB3 to \$146,000 for Alternative DB1. For the solar dryer alternatives, the annual O&M costs in 2034 range from about \$305,000 for Alternative DB3 to \$414,000 for Alternative DB1. There is a significant increase in the O&M costs when dewatering equipment is combined with the solar dryers rather than the existing drying beds since the dewatering equipment will need to be operated year round for the solar dryer alternatives.

Table 30. Annual O&M Costs for Solar Dryer Alternatives

Cost Element	Alternative SD1: Centrifuges (Centrisys) + Solar Dryers	Alternative SD2: Screw Presses (HUBER) + Solar Dryers	Alternative SD3: Rotary Fan Presses (Fournier) + Solar Dryers	Alternative SD4: Rotary Fan Presses (PSI) + Solar Dryers
Polymer Cost				
2015	\$235,000	\$196,000	\$157,000	\$172,000
2034	\$302,000	\$252,000	\$201,000	\$221,000
Dewatering Equipment Power	\$5,010	\$1,530	\$6,100	\$4,120
Wash Water	\$420	\$1,299	\$788	\$336
Dewatering Labor	\$18,300	\$18,300	\$18,300	\$54,800
Dewatering Equipment Replacement	\$3,900 ^a	\$1,050	\$1,060	\$744
Solar Dryers Power	\$27,900	\$9,700	\$27,900	\$27,900
Solar Dryers Labor	\$36,500	\$36,500	\$36,500	\$36,500
Solar Dryers Replacement	\$13,500	\$13,500	\$13,500	\$13,500
Total Annual O&M Costs				
2015	\$351,000	\$296,000	\$261,000	\$310,000
2034	\$414,000	\$352,000	\$305,000	\$359,000

a. The dewatering equipment centrifuge replacement cost was provided by the manufacturer as a fee to be paid only once in the first year for spare parts to have on hand.

8.3.3 20-Year Net Present Value Analysis

To provide a comparison of the eight alternatives, taking into account both capital and O&M costs, a 20-year net present value analysis was performed.

The following assumptions were made in performing the present worth calculations:

1. Engineering design, permitting, Construction and construction management costs were assumed to occur in Year 2015.
2. Annual O&M costs were assumed to occur in Years 2016 through 2034 and escalated annually based on projected flow.
3. Present worth was calculated using a 3.6% nominal discount rate and a 2.0% escalation rate based on US Office of Management and Budget (OMB) Circular A94, Appendix C for 20-year investments.

A summary of the total capital costs, annual O&M costs for 2034, and the 20-year NPV are shown in Table 31. NPVs closer to zero are desirable. The 20-year NPV analysis shows that the PSI Rotary Fan Press is the least expensive for both the drying bed alternatives and the solar dryer alternatives. The HUBER Screw Press is the most expensive option in terms of both the 20-year NPV analysis and total capital costs. Based upon the cost analysis, the solar dryers are not a cost effective solution to implement at this time, unless another driver, such as selling of property or odor concerns, should come into effect. The Pueblo WRF should continue to use the existing drying bed configuration through the planning period.

Table 31. Summary of Total Capital Costs, Annual O&M Costs, and Net Present Value

Alternative	Total Capital Costs	Annual O&M Cost In 2034	Net Present Value
DB1: Centrifuges (Centrisys) + Drying Beds	\$2,405,000	\$146,000	\$4,858,000
DB2: Screw Presses (HUBER) + Drying Beds	\$3,188,000	\$126,000	\$5,299,000
DB3: Rotary Fan Presses (Fournier) + Drying Beds	\$2,766,000	\$110,000	\$4,636,000
DB4: Rotary Fan Presses (PSI) + Drying Beds	\$2,314,000	\$128,000	\$4,489,000
SD1: Centrifuges (Centrisys) + Solar Dryers	\$24,054,000	\$414,000	\$30,959,000
SD2: Screw Presses (HUBER) + Solar Dryers	\$24,883,000	\$352,000	\$30,758,000
SD3: Rotary Fan Presses (Fournier) + Solar Dryers	\$24,438,000	\$305,000	\$29,573,000
SD4: Rotary Fan Presses (PSI) + Solar Dryers	\$23,957,000	\$359,000	\$30,026,000

Section 9: Summary and Recommendation

During the planning period of this Master Plan, the Dilorio WRF is expected to need to replace its 30-year old centrifuges and expand its existing drying beds to meet solids processing needs. With no land application criteria to meet and minimal landfill disposal fees, the City’s key drivers are focused on the costs, performance, and ease of operation of the dewatering and drying processes.

The dewatering alternatives were first screened for sized to meet the needs of the WRF and layouts were created in the existing dewatering building. This served as the first screening level as technologies that were too large for the space (belt filter presses and screw presses were found to be too large to operate and maintain in the existing space. The remaining dewatering alternatives were then coupled with the drying alternatives to determine estimated capital costs, O&M costs, and 20-year net present value for each of the resulting alternatives.

Based upon this analysis, the solar dryers are not a cost effective solution to implement at this time, unless another driver, such as selling of property or odor concerns require reductions in drying bed capacity. The Pueblo WRF should continue to use the drying beds through the planning period as it is currently the most cost effective option for drying of biosolids. The capacity evaluation of the drying beds showed that the existing drying beds are nearing their capacity and should be expanded by approximately 25% to meet the drying needs of the WRF during the planning period. The drying beds could be coupled with either of two dewatering alternatives, centrifuges or rotary fan presses to meet their dewatering objectives during the cold weather months. The installation of new dewatering equipment would also include a rehabilitation of the polymer system.

Table 35 summarizes the capital costs, annual O&M cost in 2034, and the 20-year net present value of the two recommended alternatives.

Table 35. Cost and NPV Summary of Recommended Alternatives			
Alternative	Total Capital Costs	Annual O&M Costs in 2034	20-Year Net Present Value
Centrifuges + Drying Beds	\$2,405,000	\$146,000	\$4,858,000
Rotary Fan Presses + Drying Beds	\$2,314,000	\$128,000	\$4,489,000

Both alternatives are viable options for the WRF and each have their own advantages and disadvantages. The 20-year net present value (NPV) analysis showed centrifuges were approximately \$400,000 more expensive than rotary fan presses. However, replacement of the existing centrifuges with new centrifuges provides operational advantages as it is a more proven technology that the operating staff is familiar with and feel comfortable operating. The existing facility is already configured for this type of system and the centrifuges should provide better dewatering performance. In terms of initial capital cost, there is only a \$100,000 difference, which at this stage of planning, makes both options basically equivalent.

The rotary fan press is the lowest cost option in terms of NPV, but the solids concentration of the dewatered biosolids may be 1 to 2% lower than the centrifuges. However with the flexibility of the drying beds, this may not an overriding concern. As mentioned before, at this stage of planning, the cost differences between the two technologies may be considered negligible. A key advantage for the rotary fan press is that it is a low speed technology that is less susceptible to struvite build-up and resulting damage than a high speed dewatering technology like centrifuges. As the WRF continues to remove phosphorus biologically in the liquid stream, the struvite accumulation in the solids handling process will become increasingly important and the effects of struvite should be more manageable in the rotary fan press than in the centrifuge.

There is uncertainty regarding rotary fan dewatering performance with the digested sludge from the Dilorio WRF. Prior experience has shown that performance of rotary fan presses vary from location to location so it is highly recommended that a pilot study be performed prior to selection of this option. At least one rotary fan press manufacturer has indicated that a no cost pilot study can be performed for approximately 2 days to test the performance with the WRF's digested sludge. If the results should prove desired performance, the rotary fan press may be the preferred technology to replace the existing centrifuges for its overall lower lifecycle cost. The pilot will also allow operators to become more comfortable with the technology.

It is recommended that the City pilot the rotary fan press prior to making a final decision regarding the dewatering technology to replace the centrifuges. Expansion of the drying beds can also move forward at the City's convenience, particularly if the construction of the drying beds is to be self-performed as planned.



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Attachment A: Capital Costs for Alternatives



A-1

Attachment A: Capital Costs for Alternatives

Initial Capital Costs										
Cost Element			DB1: Centrifuges (Centrisys) + Drying Beds	DB2: Screw Presses (HUBER) + Drying Beds	DB3: Rotary Fan Presses (Fournier) + Drying Beds	DB4: Rotary Fan Presses (PSI) + Drying Beds	SD1: Centrifuges (Centrisys) + Solar Dryer	SD2: Screw Presses (HUBER) + Solar Dryer	SD3: Rotary Fan Presses (Fournier) + Solar Dryer	SD4: Rotary Fan Presses (PSI) + Solar Dryer
Equipment										
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>								
Dewatering Equipment	2	Varies	\$600,400	\$750,000	\$720,000	\$570,000	\$600,400	\$750,000	\$720,000	\$570,000
Polymer Rehab/Replacement	1	\$ 183,000	\$183,000	\$183,000	\$183,000	\$183,000	\$183,000	\$183,000	\$183,000	\$183,000
Solar Dryers	7	\$ 820,000	N/A	N/A	N/A	N/A	\$5,740,000	\$5,740,000	\$5,740,000	\$5,740,000
Subtotal A:			\$783,400	\$933,000	\$903,000	\$753,000	\$6,523,400	\$6,673,000	\$6,643,000	\$6,493,000
Equipment Installation ^a			\$78,340	\$93,300	\$90,300	\$75,300	\$652,340	\$667,300	\$664,300	\$649,300
Mechanical Allowance ^b			\$117,510	\$139,950	\$135,450	\$112,950	\$978,510	\$1,000,950	\$996,450	\$973,950
Subtotal B:			\$979,250	\$1,166,250	\$1,128,750	\$941,250	\$8,154,250	\$8,341,250	\$8,303,750	\$8,116,250
Demolition of Existing Centrifuges										
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>								
Centrifuge Demolition by centrifuge	2	\$ 7,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000
New Hoppers										
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>								
Hopper	2	\$ 68,000	N/A	\$136,000	N/A	N/A	N/A	\$136,000	N/A	N/A
Solar Dryer Electrical Building										
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>								
Electrical Support Building by square foot	400	\$ 250	N/A	N/A	N/A	N/A	\$100,000	\$100,000	\$100,000	\$100,000
Building Foundation Construction by cubic yard	15	\$ 350	N/A	N/A	N/A	N/A	\$5,250	\$5,250	\$5,250	\$5,250
Concrete for Solar Dryers										
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>								
Concrete by cubic yard	3887	\$ 282	N/A	N/A	N/A	N/A	\$1,096,228	\$1,096,228	\$1,096,228	\$1,096,228

Attachment A: Capital Costs for Alternatives

Initial Capital Costs									
Cost Element	DB1: Centrifuges (Centrisys) + Drying Beds	DB2: Screw Presses (HUBER) + Drying Beds	DB3: Rotary Fan Presses (Fournier) + Drying Beds	DB4: Rotary Fan Presses (PSI) + Drying Beds	SD1: Centrifuges (Centrisys) + Solar Dryer	SD2: Screw Presses (HUBER) + Solar Dryer	SD3: Rotary Fan Presses (Fournier) + Solar Dryer	SD4: Rotary Fan Presses (PSI) + Solar Dryer	
Earthwork for Solar Dryers									
<u>Item</u>	<u>Number of Units</u>	<u>Unit Price</u>							
Cleaning, Grubbing, Grading by square yard	5,409	\$ 1.33	N/A	N/A	N/A	N/A	\$7,194	\$7,194	\$7,194
Subtotal C:			\$993,250	\$1,316,250	\$1,142,750	\$955,250	\$9,376,922	\$9,699,922	\$9,526,422
Contractor General Conditions ^c			\$99,325	\$131,625	\$114,275	\$95,525	\$937,692	\$969,992	\$952,642
Site Civil and Grading ^d			N/A	N/A	N/A	N/A	\$750,154	\$775,994	\$762,114
El&C Allowance ^e			\$248,313	\$329,063	\$285,688	\$238,813	\$2,344,230	\$2,424,980	\$2,381,605
Subtotal D:			\$1,340,888	\$1,776,938	\$1,542,713	\$1,289,588	\$13,408,998	\$13,870,888	\$13,622,783
Contractor Overhead and Profit ^f			\$201,133	\$266,541	\$231,407	\$193,438	\$2,011,350	\$2,080,633	\$2,043,417
Subtotal E:			\$1,542,021	\$2,043,478	\$1,774,119	\$1,483,026	\$15,420,348	\$15,951,521	\$15,666,201
Contractor Contingency ^g			\$462,606	\$613,043	\$532,236	\$444,908	\$4,626,104	\$4,785,456	\$4,699,860
Subtotal F:			\$2,004,627	\$2,656,522	\$2,306,355	\$1,927,933	\$20,046,452	\$20,736,978	\$20,366,061
Engineering and SDC ^h			\$400,925	\$531,304	\$461,271	\$385,587	\$4,009,290	\$4,147,396	\$4,073,212
Subtotal G:			\$2,405,552	\$3,187,826	\$2,767,626	\$2,313,520	\$24,055,743	\$24,884,373	\$24,439,273
Total Initial Capital Costs:			\$2,405,552	\$3,187,826	\$2,767,626	\$2,313,520	\$24,055,743	\$24,884,373	\$24,439,273

^a Equipment Installation Cost calculated as 10% of subtotal A.

^b Mechanical Allowance calculated as 15% of subtotal A.

^c Contractor general conditions calculated as 10% of subtotal C.

^d Site civil and grading calculated as 8% of subtotal C.

^e El&C allowance calculated as 25% of subtotal C.

^f Contractor Overhead and Profit calculated as 15% of subtotal D.

^g Contractor Contingency calculated as 30% of subtotal E.

^h Engineering and SDC calculated as 20% of subtotal F.

Attachment B: Operations and Maintenance Costs for Alternatives



B-1

O&M Costs for Alternative DB1: Centrifuge (Centrisys) + Drying Beds						
Polymer						
Average Solids Load x Dewatering Days/yr x Polymer Use x Polymer Cost x (1 lb/2000 tons)						
	Average Solids Load from Anaerobic Digester, lb/d ^a	Dewatering Days per Year ^b	Polymer Use, lb active/dry ton ^c	Polymer Cost, \$/ lb active ^d		Total Polymer Cost
2015	11440	120	30	\$ 3.75		\$ 77,218
2034	14711	120	30	\$ 3.75		\$ 99,298
Centrifuge Power						
Number of Units Needed x Power per Unit x Power Cost x Average Dewatering Operation x Dewatering Days/yr x 0.746 kW/hp						
	Number of Units Needed ^e	Power per Unit, hp	Power Cost, \$/kWh ^f	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Centrifuge Power Cost
2015	2	50	\$ 0.07	8	120	\$ 5,013
2034	2	50	\$ 0.07	8	120	\$ 5,013
Centrifuge Wash Water						
Number of Units Needed x Water Use x Water Cost x Average Dewatering Operation x Dewatering Days/yr						
	Number of Units Needed ^e	Water Use per Unit, gal/hr	Water Cost, \$/gal ^h	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Centrifuge Wash Water Cost
2015	2	100	\$ 0.000720	8	120	\$ 138
2034	2	100	\$ 0.000720	8	120	\$ 138
Centrifuge Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			Total Centrifuge Operations Cost
2015	1	120	\$ 50			\$ 6,000
2034	1	120	\$ 50			\$ 6,000
Centrifuge Replacement						
Replacement costs are based on manufacturer information. An initial cost to purchase spare parts would occur in 2015.						
2015						\$ 3,900
2034						\$ -
Drying Beds Power						
Dewatering Days/yr x Cost of Diesel Fuel for Windrows x Gallons of Diesel/day						
	Dewatering Days per Year ^b	Gallons of Diesel per day	Cost of Diesel Fuel, \$/gal ⁱ			Total Drying Beds Power Cost
2015	365	7.12	\$ 3.73			\$ 9,694
2034	365	7.12	\$ 3.73			\$ 9,694
Drying Beds Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			
2015	1.42	365	\$ 50			\$ 25,915
2034	1.42	365	\$ 50			\$ 25,915
Total O&M Costs:						
2015 \$			127,878			
2034 \$			146,058			

^a The average solids load from the anaerobic digester was calculated by Brown and Caldwell and projected over a 20 year period.

^b The number of dewatering days per year is 120 if the drying beds are used. This is slightly higher than the number of dewatering days needed in 2013 (116). Capacity calculations for the drying beds determined that there is adequate capacity in the drying beds through

^c Polymer use is based upon the upper limit provided by the manufacturer.

^d The polymer cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^e The number of units needed for dewatering each year is based upon the average flow from the anaerobic digester divided by the capacity per unit.

^f The power cost was provided by the Pueblo WRF.

^g The average hours of operation per day was assumed to be 8.

^h The water cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

ⁱ The labor cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^j The cost of diesel was based upon average diesel prices in Colorado in December 2014.

O&M Costs for Alternative DB2: Screw Press (HUBER) + Drying Beds						
Polymer						
Average Solids Load x Dewatering Days/yr x Polymer Use x Polymer Cost x (1 lb/2000 tons)						
	Average Solids Load from Anaerobic Digester, lb/d ^a	Dewatering Days per Year ^b	Polymer Use, lb active/dry ton ^c	Polymer Cost, \$/ lb active ^d		Total Polymer Cost
2015	11440	120	25	\$ 3.75		\$ 64,348
2034	14711	120	25	\$ 3.75		\$ 82,748
Screw Press Power						
Number of Units Needed x Power per Unit x Power Cost x Average Dewatering Operation x Dewatering Days/yr x 0.746 kW/hp						
	Number of Units Needed ^e	Power per Unit, hp	Power Cost, \$/kWh ^f	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Screw Press Power Cost
2015	2	5	\$ 0.07	8	120	\$ 501
2034	2	5	\$ 0.07	8	120	\$ 501
Screw Press Wash Water						
Number of Units Needed x Water Use x Water Cost x Average Dewatering Operation x Dewatering Days/yr						
	Number of Units Needed ^e	Water Use per Unit, gal/hr	Water Cost, \$/gal ^h	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Screw Press Wash Water Cost
2015	2	309	\$ 0.000720	8	120	\$ 427
2034	2	309	\$ 0.000720	8	120	\$ 427
Screw Press Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			Total Screw Press Operations Cost
2015	1	120	\$ 50			\$ 6,000
2034	1	120	\$ 50			\$ 6,000
Screw Press Replacement						
Replacement costs are based on manufacturer information.						
2015						\$ 345
2034						\$ 345
Drying Beds Power						
Dewatering Days/yr x Cost of Diesel Fuel for Windrows x Gallons of Diesel/day						
	Dewatering Days per Year ^b	Gallons of Diesel per day	Cost of Diesel Fuel, \$/gal ⁱ			Total Drying Beds Power Cost
2015	365	7.12	\$ 3.73			\$ 9,694
2034	365	7.12	\$ 3.73			\$ 9,694
Drying Beds Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			
2015	1.42	365	\$ 50			\$ 25,915
2034	1.42	365	\$ 50			\$ 25,915
Total O&M Costs:						
2015 \$			107,230			
2034 \$			125,630			

^a The average solids load from the anaerobic digester was calculated by Brown and Caldwell and projected over a 20 year period.

^b The number of dewatering days per year is 120 if the drying beds are used. This is slightly higher than the number of dewatering days needed in 2013 (116). Capacity calculations for the drying beds determined that there is adequate capacity in the drying beds through

^c Polymer use is based upon the upper limit provided by the manufacturer.

^d The polymer cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^e The number of units needed for dewatering each year is based upon the average flow from the anaerobic digester divided by the capacity per unit.

^f The power cost was provided by the Pueblo WRF.

^g The average hours of operation per day was assumed to be 8.

^h The water cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

ⁱ The labor cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^j The cost of diesel was based upon average diesel prices in Colorado in December 2014.

O&M Costs for Alternative DB3: Rotary Fan Press (Fournier) + Drying Beds						
Polymer						
Average Solids Load x Dewatering Days/yr x Polymer Use x Polymer Cost x (1 lb/2000 tons)						
	Average Solids Load from Anaerobic Digester, lb/d ^a	Dewatering Days per Year ^b	Polymer Use, lb active/dry ton ^c	Polymer Cost, \$/ lb active ^d		Total Polymer Cost
2015	11440	120	20	\$ 3.75		\$ 51,479
2034	14711	120	20	\$ 3.75		\$ 66,199
Rotary Fan Press Power						
Number of Units Needed x Power per Unit x Power Cost x Average Dewatering Operation x Dewatering Days/yr x 0.746 kW/hp						
	Number of Units Needed ^e	Power per Unit, hp	Power Cost, \$/kWh ^f	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Rotary Fan Press Power Cost
2015	2	20	\$ 0.07	8	120	\$ 2,005
2034	2	20	\$ 0.07	8	120	\$ 2,005
Rotary Fan Press Wash Water						
Number of Units Needed x Water Use x Water Cost x Average Dewatering Operation x Dewatering Days/yr						
	Number of Units Needed ^e	Water Use per Unit, gal/hr	Water Cost, \$/gal ^h	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Rotary Fan Press Wash Water Cost
2015	2	188	\$ 0.000720	8	120	\$ 259
2034	2	188	\$ 0.000720	8	120	\$ 259
Rotary Fan Press Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			Total Rotary Fan Press Operations Cost
2015	1	120	\$ 50			\$ 6,000
2034	1	120	\$ 50			\$ 6,000
Rotary Fan Press Replacement						
Replacement costs are based on manufacturer information.						
2015						\$ 347
2034						\$ 347
Drying Beds Power						
Dewatering Days/yr x Cost of Diesel Fuel for Windrows x Gallons of Diesel/day						
	Dewatering Days per Year ^b	Gallons of Diesel per day	Cost of Diesel Fuel, \$/gal ⁱ			Total Drying Beds Power Cost
2015	365	7.12	\$ 3.73			\$ 9,694
2034	365	7.12	\$ 3.73			\$ 9,694
Drying Beds Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			
2015	1.42	365	\$ 50			\$ 25,915
2034	1.42	365	\$ 50			\$ 25,915
Total O&M Costs:						
2015 \$			95,698			
2034 \$			110,419			

^a The average solids load from the anaerobic digester was calculated by Brown and Caldwell and projected over a 20 year period.

^b The number of dewatering days per year is 120 if the drying beds are used. This is slightly higher than the number of dewatering days needed in 2013 (116). Capacity calculations for the drying beds determined that there is adequate capacity in the drying beds through

^c Polymer use is based upon the upper limit provided by the manufacturer.

^d The polymer cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^e The number of units needed for dewatering each year is based upon the average flow from the anaerobic digester divided by the capacity per unit.

^f The power cost was provided by the Pueblo WRF.

^g The average hours of operation per day was assumed to be 8.

^h The water cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

ⁱ The labor cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^j The cost of diesel was based upon average diesel prices in Colorado in December 2014.

O&M Costs for Alternative DB4: Rotary Fan Press (PSI) + Drying Beds						
Polymer						
Average Solids Load x Dewatering Days/yr x Polymer Use x Polymer Cost x (1 lb/2000 tons)						
	Average Solids Load from Anaerobic Digester, lb/d ^a	Dewatering Days per Year ^b	Polymer Use, lb active/dry ton ^c	Polymer Cost, \$/ lb active ^d		Total Polymer Cost
2015	11440	120	22	\$ 3.75		\$ 56,626
2034	14711	120	22	\$ 3.75		\$ 72,819
Rotary Fan Press Power						
Number of Units Needed x Power per Unit x Power Cost x Average Dewatering Operation x Dewatering Days/yr x 0.746 kW/hp						
	Number of Units Needed ^e	Power per Unit, hp	Power Cost, \$/kWh ^f	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Rotary Fan Press Power Cost
2015	2	13.5	\$ 0.07	8	120	\$ 1,354
2034	2	13.5	\$ 0.07	8	120	\$ 1,354
Rotary Fan Press Wash Water						
Number of Units Needed x Water Use x Water Cost x Average Dewatering Operation x Dewatering Days/yr						
	Number of Units Needed ^e	Water Use per Unit, gal/hr	Water Cost, \$/gal ^h	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Rotary Fan Press Wash Water Cost
2015	2	80	\$ 0.000720	8	120	\$ 111
2034	2	80	\$ 0.000720	8	120	\$ 111
Rotary Fan Press Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			Total Rotary Fan Press Operations Cost
2015	3	120	\$ 50			\$ 18,000
2034	3	120	\$ 50			\$ 18,000
Rotary Fan Press Replacement						
Replacement costs are based on manufacturer information.						
2015						\$ 244
2034						\$ 244
Drying Beds Power						
Dewatering Days/yr x Cost of Diesel Fuel for Windrows x Gallons of Diesel/day						
	Dewatering Days per Year ^b	Gallons of Diesel per day	Cost of Diesel Fuel, \$/gal ⁱ			Total Drying Beds Power Cost
2015	365	7.12	\$ 3.73			\$ 9,694
2034	365	7.12	\$ 3.73			\$ 9,694
Drying Beds Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			
2015	1.42	365	\$ 50			\$ 25,915
2034	1.42	365	\$ 50			\$ 25,915
Total O&M Costs:						
2015	\$		111,944			
2034	\$		128,136			

^a The average solids load from the anaerobic digester was calculated by Brown and Caldwell and projected over a 20 year period.

^b The number of dewatering days per year is 120 if the drying beds are used. This is slightly higher than the number of dewatering days needed in 2013 (116). Capacity calculations for the drying beds determined that there is adequate capacity in the drying beds through

^c Polymer use is based upon the upper limit provided by the manufacturer.

^d The polymer cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^e The number of units needed for dewatering each year is based upon the average flow from the anaerobic digester divided by the capacity per unit.

^f The power cost was provided by the Pueblo WRF.

^g The average hours of operation per day was assumed to be 8.

^h The water cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

ⁱ The labor cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^j The cost of diesel was based upon average diesel prices in Colorado in December 2014.

O&M Costs for Alternative SD1: Centrifuge (Centrisys) + Solar Dryers						
Polymer						
Average Solids Load x Dewatering Days/yr x Polymer Use x Polymer Cost x (1 lb/2000 tons)						
	Average Solids Load from Anaerobic Digester, lb/d ^a	Dewatering Days per Year ^b	Polymer Use, lb active/dry ton ^c	Polymer Cost, \$/lb active ^d		Total Polymer Cost
2015	11440	365	30	\$ 3.75		\$ 234,871
2034	14711	365	30	\$ 3.75		\$ 302,032
Centrifuge Power						
Number of Units Needed x Power per Unit x Power Cost x Average Dewatering Operation x Dewatering Days/yr x 0.746 kW/hp						
	Number of Units Needed ^e	Power per Unit, hp	Power Cost, \$/kWh ^f	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Centrifuge Power Cost
2015	2	50	\$ 0.07	8	365	\$ 15,248
2034	2	50	\$ 0.07	8	365	\$ 15,248
Centrifuge Wash Water						
Number of Units Needed x Water Use x Water Cost x Average Dewatering Operation x Dewatering Days/yr						
	Number of Units Needed ^e	Water Use per Unit, gal/hr	Water Cost, \$/gal ^h	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Centrifuge Wash Water Cost
2015	2	100	\$ 0.000720	8	365	\$ 420
2034	2	100	\$ 0.000720	8	365	\$ 420
Centrifuge Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			Total Centrifuge Operations Cost
2015	1	365	\$ 50			\$ 18,250
2034	1	365	\$ 50			\$ 18,250
Centrifuge Replacement						
Replacement costs are based on manufacturer information. An initial cost to purchase spare parts would occur in 2015.						
2015						\$ 3,900
2034						\$ -
Solar Dryers Power						
Power Use x Power Cost						
	Power Use, kWh/yr ^j	Power Cost, \$/kWh ^f				Total Solar Dryers Power Cost
2015	398335	0.07				\$ 27,883
2034	398335	0.07				\$ 27,883
Solar Dryers Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			
2015	2	365	\$ 50			\$ 36,500
2034	2	365	\$ 50			\$ 36,500
Solar Dryers Replacement						
Replacement costs are based on manufacturer information.						
2015						\$ 13,533
2034						\$ 13,533
Total O&M Costs:						
2015	\$		350,607			
2034	\$		413,867			

^a The average solids load from the anaerobic digester was calculated by Brown and Caldwell and projected over a 20 year period.

^b The number of dewatering days per year is 120 if the drying beds are used. This is slightly higher than the number of dewatering days needed in 2013 (116). Capacity calculations for the drying beds determined that there is adequate capacity in the drying beds through

^c Polymer use is based upon the upper limit provided by the manufacturer.

^d The polymer cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^e The number of units needed for dewatering each year is based upon the average flow from the anaerobic digester divided by the capacity per unit.

^f The power cost was provided by the Pueblo WRF.

^g The average hours of operation per day was assumed to be 8.

^h The water cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

ⁱ The labor cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^j Power use in kWh/yr was provided by the manufacturer.

O&M Costs for Alternative SD2: Screw Press (HUBER) + Solar Dryers						
Polymer						
Average Solids Load x Dewatering Days/yr x Polymer Use x Polymer Cost x (1 lb/2000 tons)						
	Average Solids Load from Anaerobic Digester, lb/d ^a	Dewatering Days per Year ^b	Polymer Use, lb active/dry ton ^c	Polymer Cost, \$/ lb active ^d		Total Polymer Cost
2015	11440	365	25	\$ 3.75		\$ 195,726
2034	14711	365	25	\$ 3.75		\$ 251,693
Screw Press Power						
Number of Units Needed x Power per Unit x Power Cost x Average Dewatering Operation x Dewatering Days/yr x 0.746 kW/hp						
	Number of Units Needed ^e	Power per Unit, hp	Power Cost, \$/kWh ^f	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Screw Press Power Cost
2015	2	5	\$ 0.07	8	365	\$ 1,525
2034	2	5	\$ 0.07	8	365	\$ 1,525
Screw Press Wash Water						
Number of Units Needed x Water Use x Water Cost x Average Dewatering Operation x Dewatering Days/yr						
	Number of Units Needed ^e	Water Use per Unit, gal/hr	Water Cost, \$/gal ^h	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Screw Press Wash Water Cost
2015	2	309	\$ 0.000720	8	365	\$ 1,299
2034	2	309	\$ 0.000720	8	365	\$ 1,299
Screw Press Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			Total Screw Press Operations Cost
2015	1	365	\$ 50			\$ 18,250
2034	1	365	\$ 50			\$ 18,250
Screw Press Replacement						
Replacement costs are based on manufacturer information.						
2015						\$ 1,049
2034						\$ 1,049
Solar Dryers Power						
Power Use x Power Cost						
	Power Use, kWh/yr ^j	Power Cost, \$/kWh ^f				Total Solar Dryers Power Cost
2015	398335	0.07				\$ 27,883
2034	398335	0.07				\$ 27,883
Solar Dryers Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			
2015	2	365	\$ 50			\$ 36,500
2034	2	365	\$ 50			\$ 36,500
Solar Dryers Replacement						
Replacement costs are based on manufacturer information.						
2015						\$ 13,533
2034						\$ 13,533
Total O&M Costs:						
2015 \$			295,766			
2034 \$			351,733			

^a The average solids load from the anaerobic digester was calculated by Brown and Caldwell and projected over a 20 year period.

^b The number of dewatering days per year is 120 if the drying beds are used. This is slightly higher than the number of dewatering days needed in 2013 (116). Capacity calculations for the drying beds determined that there is adequate capacity in the drying beds through

^c Polymer use is based upon the upper limit provided by the manufacturer.

^d The polymer cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^e The number of units needed for dewatering each year is based upon the average flow from the anaerobic digester divided by the capacity per unit.

^f The power cost was provided by the Pueblo WRF.

^g The average hours of operation per day was assumed to be 8.

^h The water cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

ⁱ The labor cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^j Power use in kWh/yr was provided by the manufacturer.

O&M Costs for Alternative SD3: Rotary Fan Press (Fournier) + Solar Dryers						
Polymer						
Average Solids Load x Dewatering Days/yr x Polymer Use x Polymer Cost x (1 lb/2000 tons)						
	Average Solids Load from Anaerobic Digester, lb/d ^a	Dewatering Days per Year ^b	Polymer Use, lb active/dry ton ^c	Polymer Cost, \$/ lb active ^d		Total Polymer Cost
2015	11440	365	20	\$ 3.75		\$ 156,581
2034	14711	365	20	\$ 3.75		\$ 201,354
Rotary Fan Press Power						
Number of Units Needed x Power per Unit x Power Cost x Average Dewatering Operation x Dewatering Days/yr x 0.746 kW/hp						
	Number of Units Needed ^e	Power per Unit, hp	Power Cost, \$/kWh ^f	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Rotary Fan Press Power Cost
2015	2	20	\$ 0.07	8	365	\$ 6,099
2034	2	20	\$ 0.07	8	365	\$ 6,099
Rotary Fan Press Wash Water						
Number of Units Needed x Water Use x Water Cost x Average Dewatering Operation x Dewatering Days/yr						
	Number of Units Needed ^e	Water Use per Unit, gal/hr	Water Cost, \$/gal ^h	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Rotary Fan Press Wash Water Cost
2015	2	188	\$ 0.000720	8	365	\$ 788
2034	2	188	\$ 0.000720	8	365	\$ 788
Rotary Fan Press Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			Total Rotary Fan Press Operations Cost
2015	1	365	\$ 50			\$ 18,250
2034	1	365	\$ 50			\$ 18,250
Rotary Fan Press Replacement						
Replacement costs are based on manufacturer information.						
2015						\$ 1,055
2034						\$ 1,055
Solar Dryers Power						
Power Use x Power Cost						
	Power Use, kWh/yr ^j	Power Cost, \$/kWh ^f				Total Solar Dryers Power Cost
2015	398335	0.07				\$ 27,883
2034	398335	0.07				\$ 27,883
Solar Dryers Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			
2015	2	365	\$ 50			\$ 36,500
2034	2	365	\$ 50			\$ 36,500
Solar Dryers Replacement						
Replacement costs are based on manufacturer information.						
2015						\$ 13,533
2034						\$ 13,533
Total O&M Costs:						
2015 \$			260,690			
2034 \$			305,464			

^a The average solids load from the anaerobic digester was calculated by Brown and Caldwell and projected over a 20 year period.

^b The number of dewatering days per year is 120 if the drying beds are used. This is slightly higher than the number of dewatering days needed in 2013 (116). Capacity calculations for the drying beds determined that there is adequate capacity in the drying beds through

^c Polymer use is based upon the upper limit provided by the manufacturer.

^d The polymer cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^e The number of units needed for dewatering each year is based upon the average flow from the anaerobic digester divided by the capacity per unit.

^f The power cost was provided by the Pueblo WRF.

^g The average hours of operation per day was assumed to be 8.

^h The water cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

ⁱ The labor cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^j Power use in kWh/yr was provided by the manufacturer.

O&M Costs for Alternative SD4: Rotary Fan Press (PSI) + Solar Dryers						
Polymer						
Average Solids Load x Dewatering Days/yr x Polymer Use x Polymer Cost x (1 lb/2000 tons)						
	Average Solids Load from Anaerobic Digester, lb/d ^a	Dewatering Days per Year ^b	Polymer Use, lb active/dry ton ^c	Polymer Cost, \$/ lb active ^d		Total Polymer Cost
2015	11440	365	22	\$ 3.75		\$ 172,239
2034	14711	365	22	\$ 3.75		\$ 221,490
Rotary Fan Press Power						
Number of Units Needed x Power per Unit x Power Cost x Average Dewatering Operation x Dewatering Days/yr x 0.746 kW/hp						
	Number of Units Needed ^e	Power per Unit, hp	Power Cost, \$/kWh ^f	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Rotary Fan Press Power Cost
2015	2	13.5	\$ 0.07	8	365	\$ 4,117
2034	2	13.5	\$ 0.07	8	365	\$ 4,117
Rotary Fan Press Wash Water						
Number of Units Needed x Water Use x Water Cost x Average Dewatering Operation x Dewatering Days/yr						
	Number of Units Needed ^e	Water Use per Unit, gal/hr	Water Cost, \$/gal ^h	Average Dewatering Operation, hrs/day ^g	Dewatering Days per Year ^b	Total Rotary Fan Press Wash Water Cost
2015	2	80	\$ 0.000720	8	365	\$ 336
2034	2	80	\$ 0.000720	8	365	\$ 336
Rotary Fan Press Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			Total Rotary Fan Press Operations Cost
2015	3	365	\$ 50			\$ 54,750
2034	3	365	\$ 50			\$ 54,750
Rotary Fan Press Replacement						
Replacement costs are based on manufacturer information.						
2015						\$ 744
2034						\$ 744
Solar Dryers Power						
Power Use x Power Cost						
	Power Use, kWh/yr ^j	Power Cost, \$/kWh ^f				Total Solar Dryers Power Cost
2015	398335	0.07				\$ 27,883
2034	398335	0.07				\$ 27,883
Solar Dryers Operations						
Personnel hours/day x Dewatering Days/yr x Labor Cost						
	Personnel Hours per Day	Dewatering Days per Year ^b	Labor Cost, \$/hr ⁱ			
2015	2	365	\$ 50			\$ 36,500
2034	2	365	\$ 50			\$ 36,500
Solar Dryers Replacement						
Replacement costs are based on manufacturer information.						
2015						\$ 13,533
2034						\$ 13,533
Total O&M Costs:						
2015	\$		310,103			
2034	\$		359,354			

^a The average solids load from the anaerobic digester was calculated by Brown and Caldwell and projected over a 20 year period.

^b The number of dewatering days per year is 120 if the drying beds are used. This is slightly higher than the number of dewatering days needed in 2013 (116). Capacity calculations for the drying beds determined that there is adequate capacity in the drying beds through

^c Polymer use is based upon the upper limit provided by the manufacturer.

^d The polymer cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^e The number of units needed for dewatering each year is based upon the average flow from the anaerobic digester divided by the capacity per unit.

^f The power cost was provided by the Pueblo WRF.

^g The average hours of operation per day was assumed to be 8.

^h The water cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

ⁱ The labor cost is based upon an estimated cost for a similar facility in Albuquerque, New Mexico.

^j Power use in kWh/yr was provided by the manufacturer.

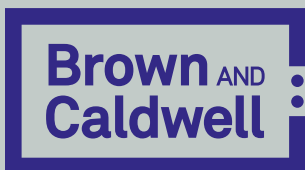
Appendix D: Capital Improvement Project Schedule

Capital Projects - CIP w/o Selenium			2015 DOLLARS										
Description		Debt Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Sewer Rehab and Replace <= 8" Diameter	WAN01	Cash	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Sewer Rehab and Replace > 8" Diameter	WAN02	Cash	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
Annual Point Repairs	WAN03	Cash	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Reclamation Facility Rehab. and Replace.	WAN04	Cash	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Manhole Adjustment Overlay - Cont to CIAN 10	Annual Trnsr	Cash	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Arkansas River Xing @ Moffat	WW1201	Cash	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WRF Electrical Upgrade - P2	WW1203	Cash	\$2,347,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electrical P3		Cash	\$232,083	\$2,088,746	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electrical P4		Cash	\$0	\$58,206	\$523,856	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electrical P5		Cash	\$0	\$0	\$119,064	\$1,071,578	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electrical P6		Cash	\$0	\$0	\$0	\$50,053	\$450,477	\$0	\$0	\$0	\$0	\$0	\$0
Electrical P7		Cash	\$0	\$0	\$0	\$0	\$0	\$1,151,276	\$0	\$0	\$0	\$0	\$0
Roof Replacement (W1102 / WW1204)	WW1102	Cash	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Wildhorse Crossing	WW1301	Cash	\$0	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Nutrient Master Plan	WW1302	Cash	\$187,497	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Nutrient Removal	WW1303	Cash	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Otero Blvd Extension	WW1402	Cash	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Digester Covers (including raising wall around o/s)	WW1403	Cash	\$0	\$750,000	\$0	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Paving Project	WW1404	Cash	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dirt, Oil, Grit Separator		Cash	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Prairie Avenue Main Replacement	WL1401	Debt1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Aster Avenue Upgrade		Debt1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tertiary Process for Regulation 31		Debt1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,200,000	\$0	\$0
Engineering/SDC for Project 18		Cash	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600,000	\$0	\$2,500,000	\$0	\$0
Minequa Liftstation		Cash	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Raw Sewage Screw Pump Replacement		Cash	\$0	\$0	\$810,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Centrifuge/Polymer Feed Replacement (biosolids handling facility)		Cash	\$0	\$0	\$2,400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Avenue Upgrade North		Cash	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600,000
Nutrient Removal (ENG)		Cash	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fermenter Facility		Cash	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GT Pump Replacement		Cash	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0
Aeration Improvements/Reg 85		Cash	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Nutrient Grant Project	WW1304	Grant	\$735,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Projects to be Determined - WW1499		Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Regulation Driven Projects		Cash	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Nutrient Removal (Cash Funded)		Cash	\$1,750,000										
Boulder Street Sewer Main		Cash		\$400,000									
Selenium Projects		Cash											
Selenium Treatment Project - Basin 3		Cash											
Selenium Service Line		Cash											
Selenium Treatment Project - Basin 2		Cash											
Total			\$9,952,080	\$7,746,952	\$8,602,920	\$5,121,631	\$3,700,477	\$4,651,276	\$5,850,000	\$3,250,000	\$30,950,000	\$3,250,000	\$5,850,000

Raftelis Financial Consultants, Inc. March 31, 2015 Financial Planning Workshop Meeting Memo. Final Technical Memorandum, Golden: Brown and Caldwell, 2015.



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FINAL

Collection System Master Plan Update

Prepared for



City of Pueblo Wastewater Department
Pueblo, CO

December 2020



1527 Cole Blvd, Suite 300
Lakewood, CO 80401

Table of Contents

List of Figures	ii
List of Tables	ii
List of Abbreviations	iv
Executive Summary	ES-1
Introduction	ES-1
Collection System	ES-1
Model and Analysis	ES-1
Recommended Improvements	ES-1
1. Introduction	1-1
1.1 Purpose and Objectives	1-1
1.2 Data Collection	1-1
1.3 Limitations	1-2
2. Existing Collection System	2-1
2.1 Service Area	2-1
2.1.1 Service Area Population	2-1
2.2 Collection System Flows	2-3
2.3 WRF Flows	2-5
2.4 Collection System Piping	2-6
2.5 Lift Stations	2-10
3. Computer Model Development	3-1
3.1 Model Development	3-1
3.1.1 Computer Model	3-1
3.1.2 Existing Flows	3-1
3.1.3 Rainfall Dependent Infiltration and Inflow	3-5
3.2 Model Calibration	3-6
3.2.1 Diurnal Patterns	3-6
3.3 Future Flows	3-8
3.3.1 Growth Projections	3-8
3.3.2 Projected Flows	3-10
4. System Evaluation and Design Criteria	4-1
4.1 Collection System Piping Criteria	4-1
4.2 Lift Station Criteria	4-2
5. Recommended Improvements	5-1
5.1 System Evaluation	5-1
5.2 Improvement Project Development	5-1
5.2.1 Project Timing and Priority	5-1

5.2.2 Summary of Modeled Upgrades	5-6
6. References	6-1
Appendix A: Large Figures	A-1
Appendix B: Model Calibration	B-1
Appendix C: Recommended Pipe Upsizing.....	C-1

List of Figures

Figure ES-1. Recommended pipe upsizing in the next 10 and 20 years	ES-2
Figure ES-2. Recommended pipe upsizing ranked by criticality	ES-3
Figure 2-1. Existing collection system	2-2
Figure 2-2. Flow metering locations.....	2-4
Figure 2-3. Daily WRF influent flows between 2014 and 2019	2-5
Figure 2-4. 15-minute WRF influent flows during metering period	2-6
Figure 2-5. Collection system pipe materials	2-9
Figure 3-1. Wastewater flow components.....	3-2
Figure 3-2. Groundwater infiltration in each meter basin	3-4
Figure 3-3. RDII peaking factors	3-6
Figure 3-4. Weekday diurnal patterns	3-7
Figure 3-5. Weekend diurnal patterns.....	3-7
Figure 3-6. Future development areas	3-9
Figure 4-1. Dimensions for gravity pipelines used in criteria	4-1
Figure 5-1. Surge and freeboard criteria used for criticality ranking	5-2
Figure 5-2. Recommended pipe upsizing in the next 10 and 20 years	5-4
Figure 5-3. Recommended pipe upsizing ranked by criticality	5-5

List of Tables

Table 2-1. Historical and Projected Service Area Population.....	2-1
Table 2-2. Flow Meter Locations.....	2-3
Table 2-3. Monthly WRF Inflow	2-5
Table 2-4. Length of Gravity Pipe by Material and Diameter	2-7
Table 2-5. Length of Force Mains by Material and Diameter.....	2-8
Table 2-6. Lift Stations	2-11

Table 3-1. Existing Groundwater Infiltration.....	3-3
Table 3-2. WRF Flows	3-10
Table 3-3. Flow Factors	3-11
Table 4-1. Collection System Piping Criteria	4-2
Table 4-2. Lift Station Criteria	4-2
Table 5-1. Criticality Criteria	5-1
Table 5-2. Modeled Upgrades by Criticality and Pipe Diameter.....	5-6



List of Abbreviations

ABS	acrylonitrile butadiene styrene
ADF	average daily flow rate
AIP	Airport Industrial Park
BC	Brown and Caldwell
BRK	brick
BWF	base wastewater flow
CAS	cast iron
CHI	Computational Hydraulics International
CIP	cured-in-place
City	City of Pueblo
CTP	clay tile
d/D	depth to diameter ratio
DIP	ductile iron
EPA	Environmental Protection Agency
FFP	fold-and-form liner
GIS	geographic information system
gpd	gallons per day
gpm	gallons per minute
GW	groundwater infiltration
HP	horsepower
MDF	minimum daily flow rate
mgd	million gallons per day
O&M	operations and maintenance
PEP	polyethylene
PPP	polypropylene
PVC	polyvinyl chloride
RCP	reinforced concrete
RDII	rainfall dependent infiltration and inflow
SWMM	Storm Water Management Model
VCP	vitified clay
WRF	water reclamation facility

Executive Summary

Introduction

This report summarizes the City of Pueblo's (City) Department of Wastewater Collection System Master Plan Update (Master Plan). For this master plan, Brown and Caldwell (BC) updated the City's hydraulic model and the City's previous master plan done in 2009. This report presents findings of the modeling effort, identifies areas of the collection system that have limitations or concerns, and recommends improvements for 10-year and 20-year periods.

Collection System

The City wastewater collection system collects and conveys wastewater flows from all customers within the City limits and treats the flow at the James R. Dilorio Water Reclamation Facility (WRF). In addition, the City has a contract to receive wastewater from the Blende Sanitation District. These flows are conveyed separately through a 12-inch depressed sewer under the Arkansas River directly to the WRF and do not enter the City's collection system. Pueblo West, a special district located northwest of the City limits, is also served by a separate collection system and wastewater treatment plant and is not included in this report.

Model and Analysis

BC updated the computer model of the City's wastewater collection system for this project. The model was developed using Computational Hydraulics International's (CHI's) PCSWMM software and calibrated using flow metering data collected during June and July 2019. Future flows were calculated using land use planning data collected from the City's Planning and Community Development Department.

The computer model was analyzed with future flows for 10-year and 20-year periods. The model was used to identify existing and future capacity deficiencies in the collection system piping, lift stations, and force mains. The model predicted that 13.6 miles of piping will need to be upsized in the next 20 years. Most of the upsizing needs (12.3 miles), will be required in the next 10 years based on expected population growth and development within City limits and in annexed land. No deficiencies were identified for force mains or lift stations.

Recommended Improvements

Projects were identified for 10-year and 20-year planning horizons as shown in Figure ES-1. In addition, projects identified in the 10-year horizon were ranked for their criticality on a scale of 1 (most critical) to 7 (least critical) as shown in Figure ES-2. The rankings were assigned based on when deficiencies are expected to happen and by the amount of surcharge and freeboard calculated by the model for each pipe segment for 10-year projected flows.

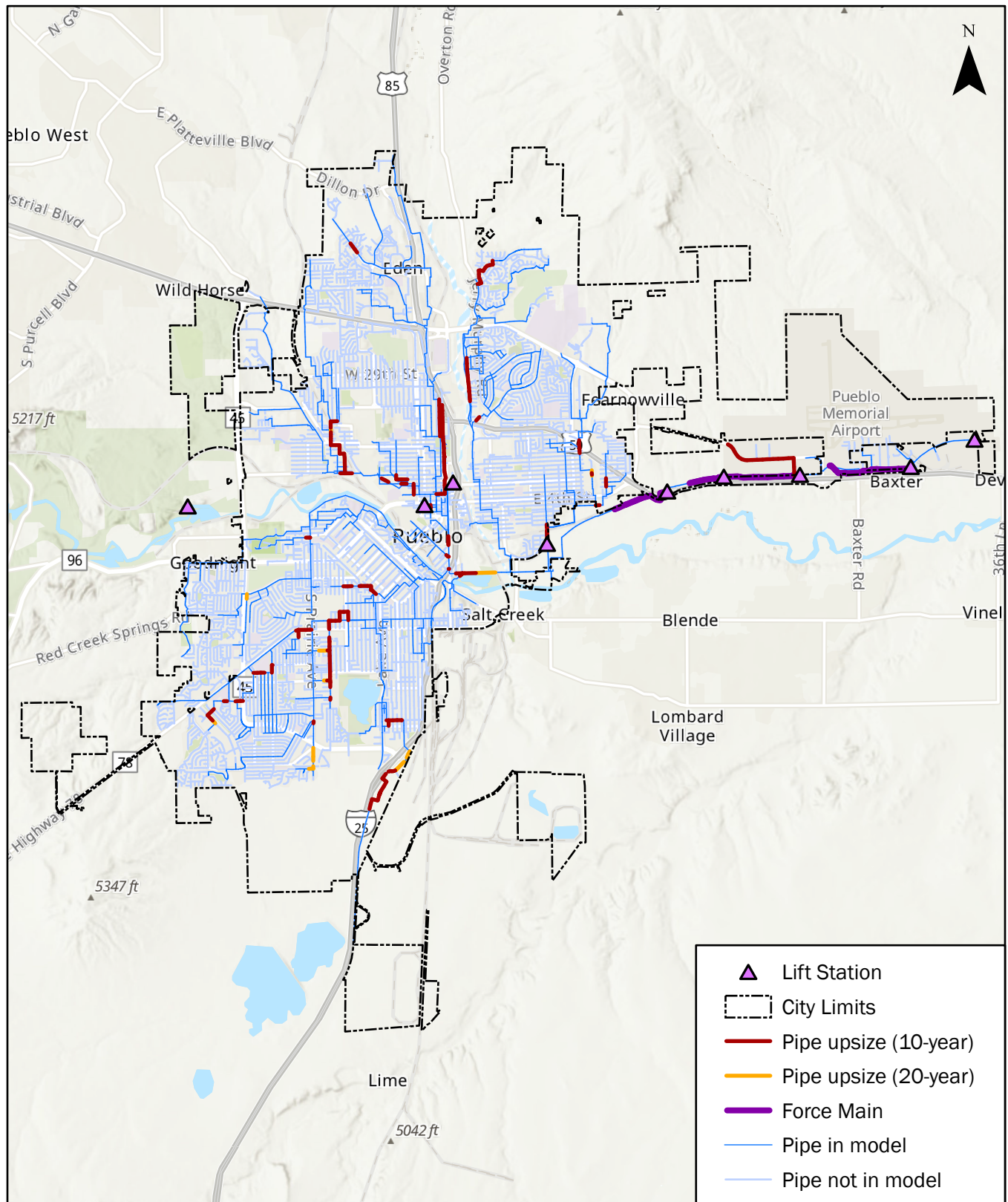


Figure ES-1. Recommended pipe upsizing in the next 10 and 20 years

Brown AND Caldwell

ES-2

Use of contents on this sheet is subject to the limitations specified in Section 1.

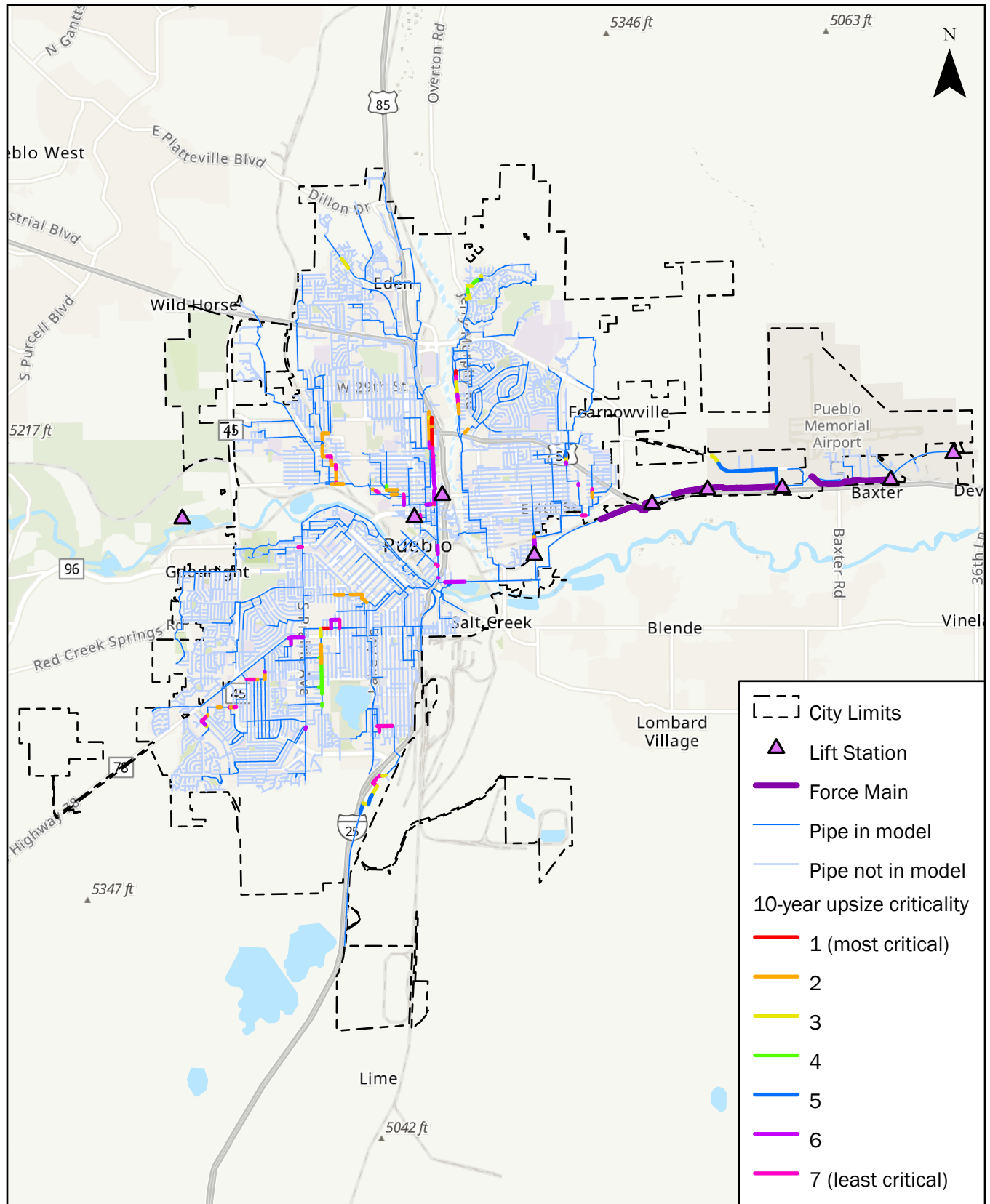


Figure ES-2. Recommended pipe upsizing ranked by criticality

Brown AND Caldwell

ES-3

Use of contents on this sheet is subject to the limitations specified in Section 1.

Section 1

Introduction

This report summarizes the City of Pueblo's (City) Department of Wastewater collection system hydraulic model and Master Plan Update (Master Plan). The model was updated and converted to Computational Hydraulics International's (CHI's) PCSWMM for this project. This section describes the purpose and objectives, data used for model update, and limitations of this document.

1.1 Purpose and Objectives

This report describes updates to the City's model including calibration, existing demand calculations, and future demand projections. The master plan includes improvements that are recommended to accommodate existing flows and future growth within the City's service area. The initial Master Plan completed for the City was conducted in 1970 and subsequently updated in 2009.

The City's objectives in updating the model and master plan included:

- Update and calibrate the hydraulic model.
- Calculate current and future water demands using recent water consumption data and up-to-date land use and planning information.

The model will provide the City the ability to conduct an analysis of the water system for existing and future conditions. Some examples of how the City can use this modeling tool include:

- Evaluate development proposals.
- Analyze scenarios to support operations and maintenance (O&M) tasks.
- Identify and correct existing capacity issues.
- Identify and plan for potential future capacity improvements.

1.2 Data Collection

Information was requested from City staff to use in updating and calibrating the hydraulic model. Requested information included the following:

- Latest collection system geographic information system (GIS) data for pipes, manholes, and lift stations
- Lift station record drawings
- Water reclamation facility (WRF) influent and effluent flows
- Data from the City's collection system service area, including billed water use, land use, and zoning information
- Piping design criteria from the City's *Sanitary Sewer Design Criteria and Policies for City of Pueblo, Colorado* (City of Pueblo, 2010)
- Land use and growth projections for residential and non-residential areas

In addition, flow metering data was collected for model calibration. Sixteen temporary flow meters were installed throughout the collection system for two weeks between June 25 and July 16, 2019 to collect dry weather flows. The data from these temporary flow meters was combined with data from

two City permanent flow meters during the same period. Limited wet weather flows were collected during the temporary flow metering that were insufficient for wet weather calibration.

1.3 Limitations

This document was prepared solely for the City of Pueblo in accordance with professional standards at the time the services were performed and in accordance with the contract between the City and Brown and Caldwell (BC) dated February 19, 2019. This document is governed by the specific scope of work authorized by the City; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by the City and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

Further, BC makes no warranties, express or implied, with respect to this document, except for those, if any, contained in the agreement pursuant to which the document was prepared. All data, drawings, documents, or information contained in this report have been prepared exclusively for the person or entity to whom it was addressed and may not be relied upon by any other person or entity without the prior written consent of BC unless otherwise provided by the Agreement pursuant to which these services were provided.



Section 2

Existing Collection System

2.1 Service Area

The Pueblo wastewater collection system collects and conveys wastewater flows from all customers within the City limits and treats the flow at the James R. Dilorio WRF. The collection system serves approximately 110,000 people in a 56 square mile service area.

In addition, the City has a contract to receive wastewater from the Blende Sanitation District. These flows are conveyed separately through a 12-inch depressed sewer under the Arkansas River directly to the WRF and do not enter the City's collection system. Pueblo West, a special district located northwest of the City limits, is also served by a separate collection system and wastewater treatment plant and is not included in this report.

Figure 2-1 shows the collection system service area, piping, and facilities.

2.1.1 Service Area Population

Table 2-1 lists the historical and projected population for the City.

Table 2-1. Historical and Projected Service Area Population			
Year	City Population by Year	Population Growth % from Previous Decade	Source
2000	102,121	-	U.S. Census Bureau, 2019
2010	106,595	4.4%	
2020	110,761	3.9%	
2030	128,664	16.2%	2014 Pueblo Regional Development Plan Addendum (City of Pueblo, 2014)
2040	136,241	5.9%	

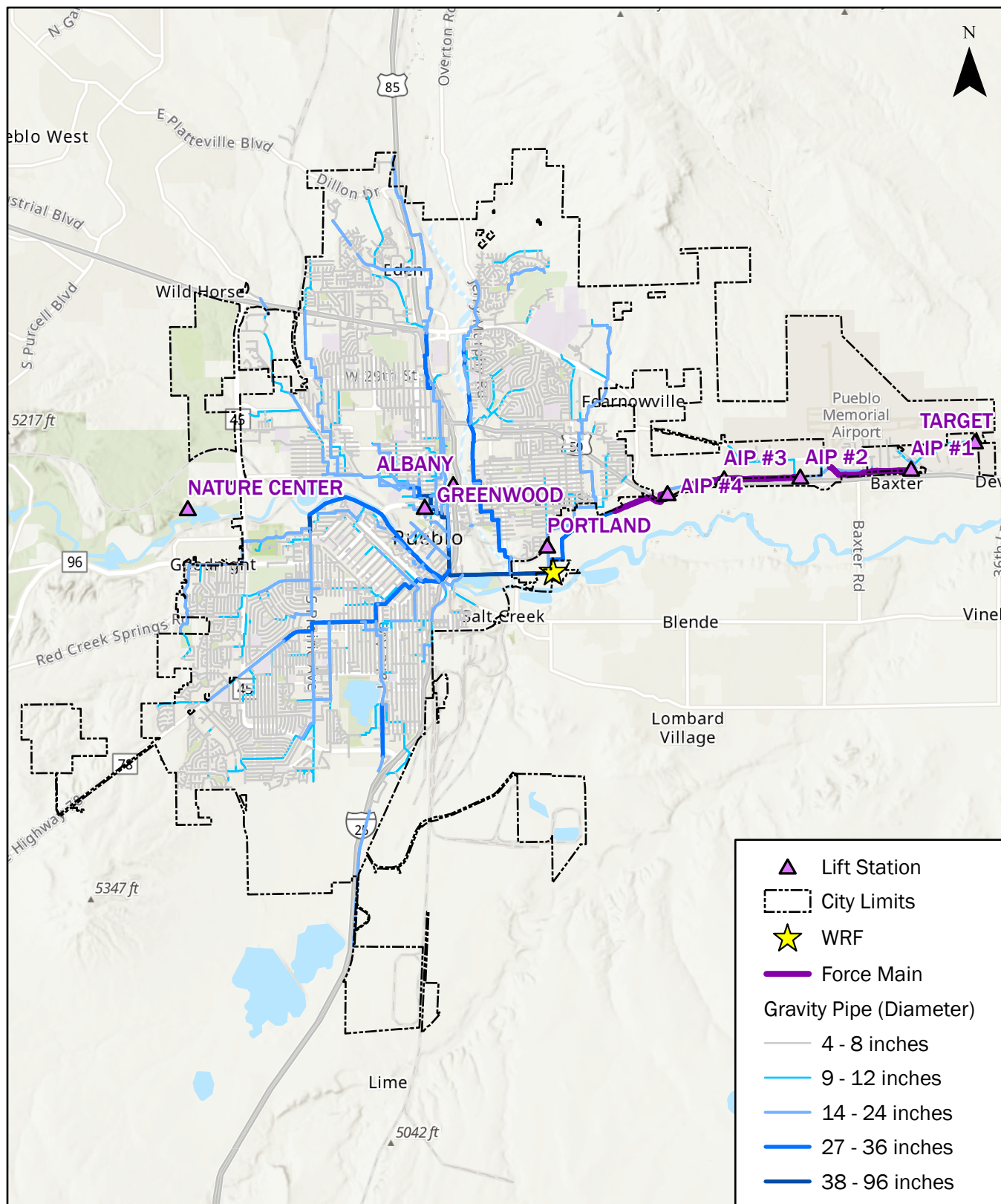


Figure 2-1. Existing collection system

2.2 Collection System Flows

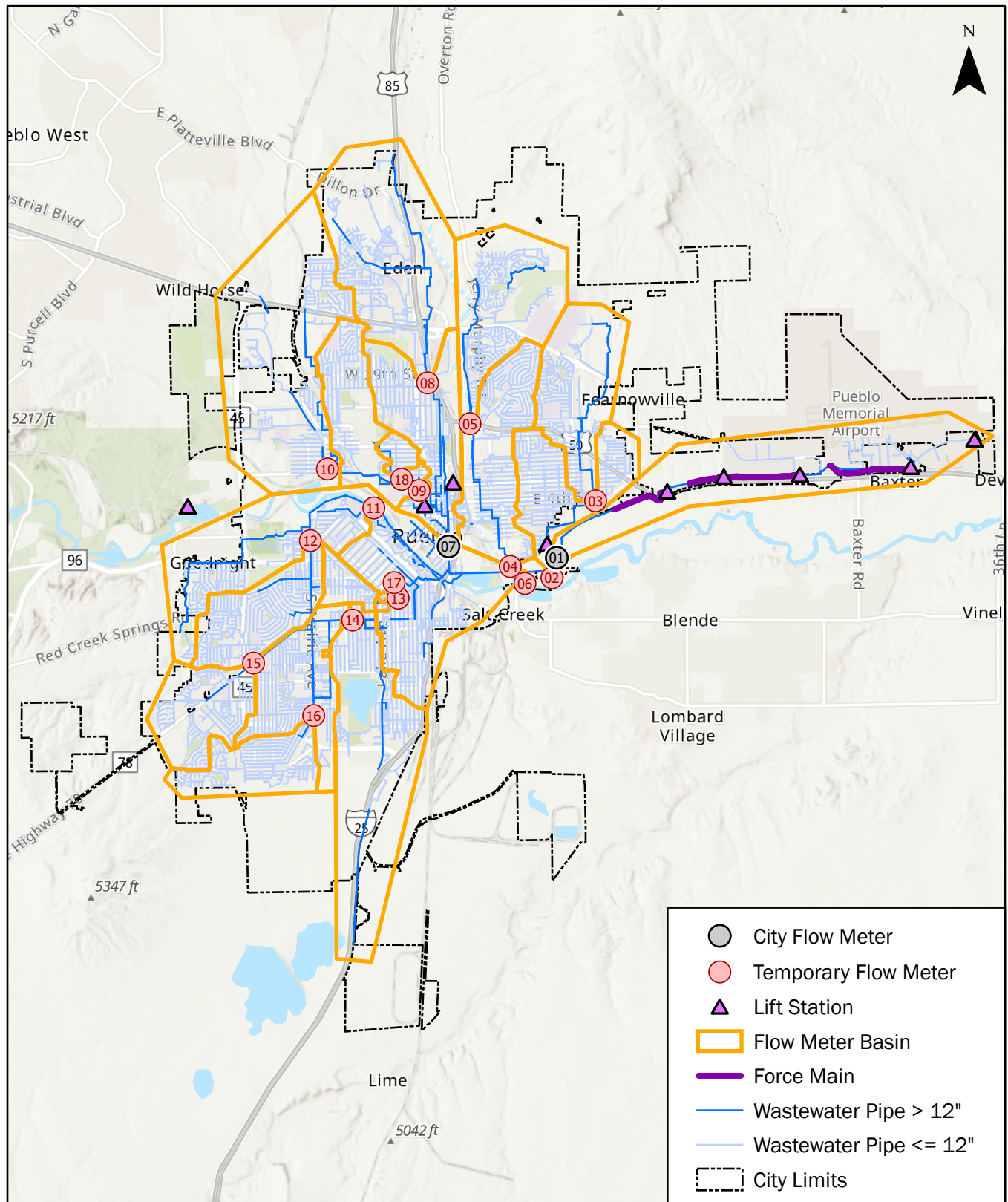
Flow metering data was collected from 18 flow meters throughout the collection system from the following two sources:

1. Temporary flow meters - Temporary flow metering was performed from June 25 to July 16, 2019 to gather data to calculate model flows. ADS Environmental Services installed 16 temporary area velocity flow meters throughout the system (labeled M02 through M06 and M08 through M18). The flow meters recorded velocity, depth, and flow at 15-minute intervals.
2. Existing City meters – The City maintains 10 flow meters throughout the collection system. However, the City is uncertain about the accuracy of most of their meters. The following two City meters were used to supplement the temporary flow meters because they are considered accurate and there was no convenient location for temporary meters that would provide the same coverage of the system:
 - a. City meter 8 - Airport. This meter measures flow from the airport. The meter was used because it was important to measure flows from the airport and there was not a good alternative location to place a temporary flow meter. This meter was numbered M01 for this study.
 - b. City meter 3 – Santa Fe. This meter is in a key location for metering flows coming in from several large interceptors and there was not an alternative location to place a temporary flow meter. This meter was numbered M07 for this study.

The manholes where each flow meter was located are listed in Table 2-2. The locations of the 18 flow meters are shown in Figure 2-2. A larger version of Figure 2-2 is provided in Appendix A (Figure A-1).

Table 2-2. Flow Meter Locations		
Meter	Manhole ID	Description
M01	574924.2	City meter 8, Airport
M02	564835.9	ADS meter
M03	595261.6	ADS meter
M04	544847.9	ADS meter
M05	525618.0	ADS meter
M06	554837.1	ADS meter
M07	504944.6	City meter 3, Santa Fe
M08	495917.8	ADS meter
M09	495262.5	ADS meter
M10	435490.0	ADS meter
M11	465179.5	ADS meter
M12	425069.3	ADS meter
M13	474669.7	ADS meter
M14	454582.3	ADS meter
M15	394271.5	ADS meter
M16	423942.9	ADS meter
M17	474754.2	ADS meter
M18	485371.2	ADS meter





2.3 WRF Flows

The monthly maximum flow capacity of the WRF is 19 million gallons per day (mgd). Figure 2-3 shows that daily influent WRF flows between 2014 and 2019 were well below capacity. The average daily flow during this period was 11.1 mgd and typically ranged between 9.5 and 14.5 mgd.

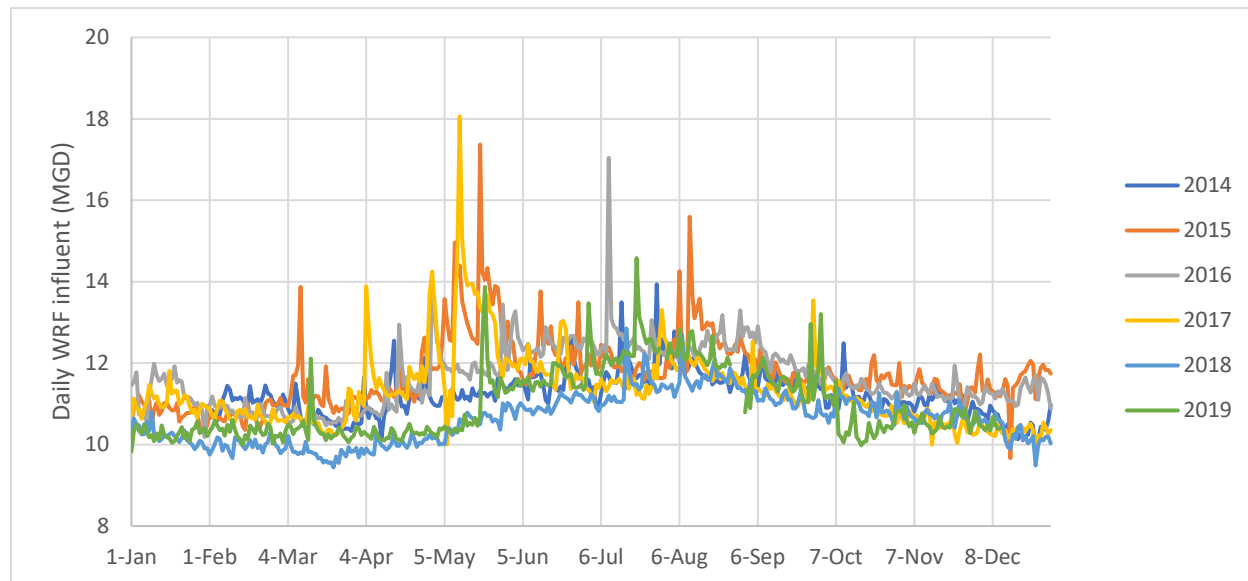


Figure 2-3. Daily WRF influent flows between 2014 and 2019

Table 2-3 lists average monthly flows for each month in this same period. Flows are historically highest during the month of July, when the monthly average has ranged between 11.8 and 12.6 mgd in recent years.

Month	2014	2015	2016	2017	2018	2019
January	10.7	10.8	11.3	11.0	10.2	10.3
February	11.1	10.7	10.8	11.7	10.0	10.3
March	10.7	11.2	10.7	10.6	9.8	10.4
April	11.1	11.4	11.3	11.7	10.0	10.3
May	11.2	13.3	12.0	13.0	10.5	10.9
June	11.6	12.2	12.5	11.9	11.0	11.6
July	11.8	11.9	12.6	11.6	11.4	12.4
August	11.8	12.7	12.5	11.9	11.6	12.1
September	11.6	11.8	12.1	11.4	11.1	11.5
October	11.1	11.6	11.4	11.1	10.9	10.6
November	11.1	11.4	11.3	10.5	10.7	10.6
December	10.5	11.5	11.3	10.3	10.3	10.5

As discussed in Section 2.2, flow metering was conducted between June 24 and July 24, 2019. Figure 2-4 shows WRF inflows for every 15 minutes during this period. The average flow over this period was 12.2 mgd.

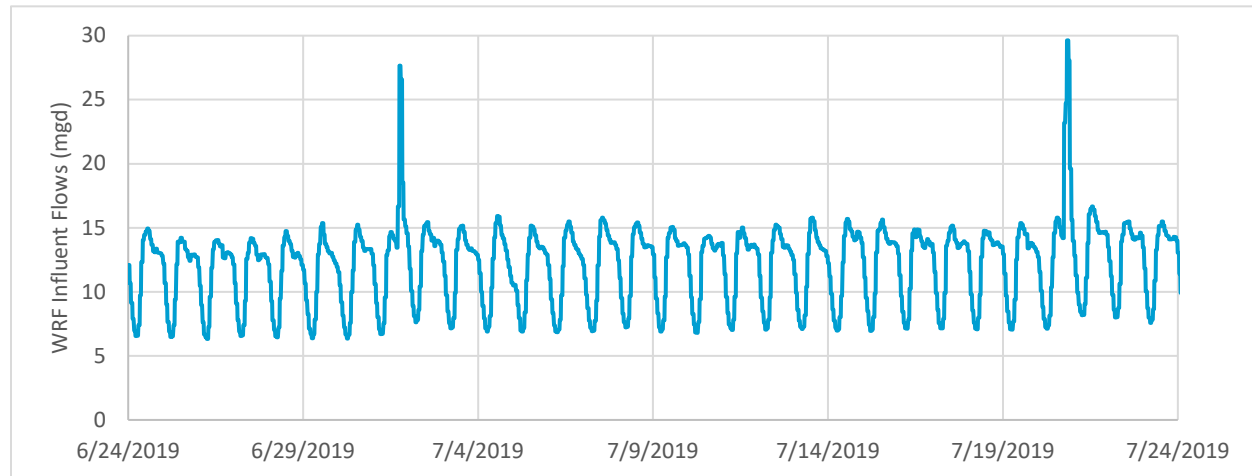


Figure 2-4. 15-minute WRF influent flows during metering period

2.4 Collection System Piping

The wastewater collection system includes 456 miles of gravity piping with diameters ranging from 4 to 96 inches and 7.6 miles of force mains with diameters ranging from 4 to 21 inches. The following pipe materials are present in the collection system:

- Acrylonitrile butadiene styrene (ABS)
- Brick (BRK)
- Cast iron (CAS)
- Cured-in-place (CIP)
- Clay tile (CTP)
- Ductile iron (DIP)
- Fold-and-form liner (FFP)
- Centrifugally cast, glass fiber reinforced (HOBAS)
- Polyethylene (PEP)
- Polypropylene (PPP)
- Polyvinyl chloride (PVC)
- Reinforced concrete (RCP)
- Vitrified clay (VCP)

Tables 2-4 and 2-5 list the length of gravity piping and force mains, respectively, by diameter and material. Figure 2-5 shows the material for each pipe segment.

Table 2-4. Length of Gravity Pipe by Material and Diameter

Diameter (inches)	Pipe Length (feet) by Material													Total Length of Pipe (feet)
	ABS	BRK	CAS	CIP	CTP	DIP	FFP	HOBAS	PEP	PPP	PVC	RCP	VCP	
4	-	-	-	-	-	-	-	-	-	-	90	-	-	90
6	-	-	-	112	-	38	-	-	-	-	604	-	28,276	29,030
8	90,000	319	862	46,412	-	3,564	163	-	255	-	458,411	1,221	1,211,504	1,812,710
9	-	-	-	-	-	-	-	-	-	-	-	-	2,777	2,777
10	2,605	-	312	973	-	11	-	-	723	-	42,707	-	55,126	102,456
12	5,062	-	39	2,774	-	641	2,098	-	147	-	35,393	-	81,380	127,534
14	-	-	383	3,203	-	19	-	-	-	-	-	-	63	3,668
15	915	-	666	6,967	-	-	-	-	-	-	37,606	-	84,935	131,090
16	-	-	-	207	-	11	-	-	-	-	-	-	-	218
18	202	416	-	5,917	-	176	-	-	423	-	26,994	-	28,687	62,814
20	-	-	-	861	-	-	-	-	-	-	-	-	-	861
21	-	682	-	450	-	-	-	-	-	-	19,846	1,212	11,589	33,778
24	-	256	-	2,122	29	645	-	-	-	-	8,222	31	8,240	19,544
27	-	-	-	-	-	-	-	-	-	-	19,713	-	521	20,234
30	-	-	-	13,504	-	130	-	584	-	-	398	14,412	-	29,028
33	-	-	-	3,522	-	-	-	-	-	-	-	-	-	3,522
36	-	640	-	2,941	761	-	-	6,814	-	-	1,468	447	341	13,413
38	-	541	-	-	-	-	-	-	-	-	-	1,310	-	1,851
42	-	720	-	-	-	-	-	-	-	351	-	-	-	1,071
44	-	496	-	-	-	-	-	-	-	-	-	-	-	496
48	-	-	-	-	-	-	-	-	6,014	-	-	-	-	6,014
55	-	60	-	-	-	-	-	-	-	-	-	-	352	412
56	-	207	-	-	-	-	-	-	-	-	-	-	-	207
60	-	668	-	-	-	-	-	-	-	-	-	2,955	-	3,623
62	-	743	-	-	-	-	-	-	-	-	-	-	-	743
66	-	-	-	-	-	-	-	-	-	-	-	430	-	430
68	-	1,616	-	-	-	-	-	-	-	-	-	-	-	1,616
72	-	-	-	-	-	-	-	-	-	-	-	32	-	32
81	-	705	-	-	-	-	-	-	-	-	-	-	-	705
96	-	-	-	-	-	-	-	-	-	-	-	58	-	58
<i>Total (feet)</i>	98,783	8,069	2,263	89,965	790	5,234	2,261	7,399	7,562	351	651,452	22,107	1,513,790	2,410,026
<i>Total (miles)</i>	19.0	1.5	0.4	17.0	0.1	1.0	0.4	1.4	1.4	0.1	123.0	4.0	287.0	456.0
<i>% of total</i>	4.1	0.3	0.09	3.7	0.03	0.2	0.09	0.3	0.3	0.01	27.0	0.9	62.8	100.0

Table 2-5. Length of Force Mains by Material and Diameter

Diameter (inches)	Pipe Length (feet) by Material			Total Length of Pipe (feet)
	CAS	DIP	PVC	
4	48	69	-	117
6	-	-	6,685	6,685
8	-	2,137	10,866	13,004
12	-	703	5,980	6,683
14	-	51	12,950	13,001
18	-	-	668	668
21	-	-	34	34
<i>Total (feet)</i>	<i>48</i>	<i>2,961</i>	<i>37,183</i>	<i>40,192</i>
<i>Total (miles)</i>	<i>0.01</i>	<i>0.6</i>	<i>7.0</i>	<i>7.6</i>
<i>% of total</i>	<i>0.1%</i>	<i>7.4%</i>	<i>92.5%</i>	<i>100%</i>

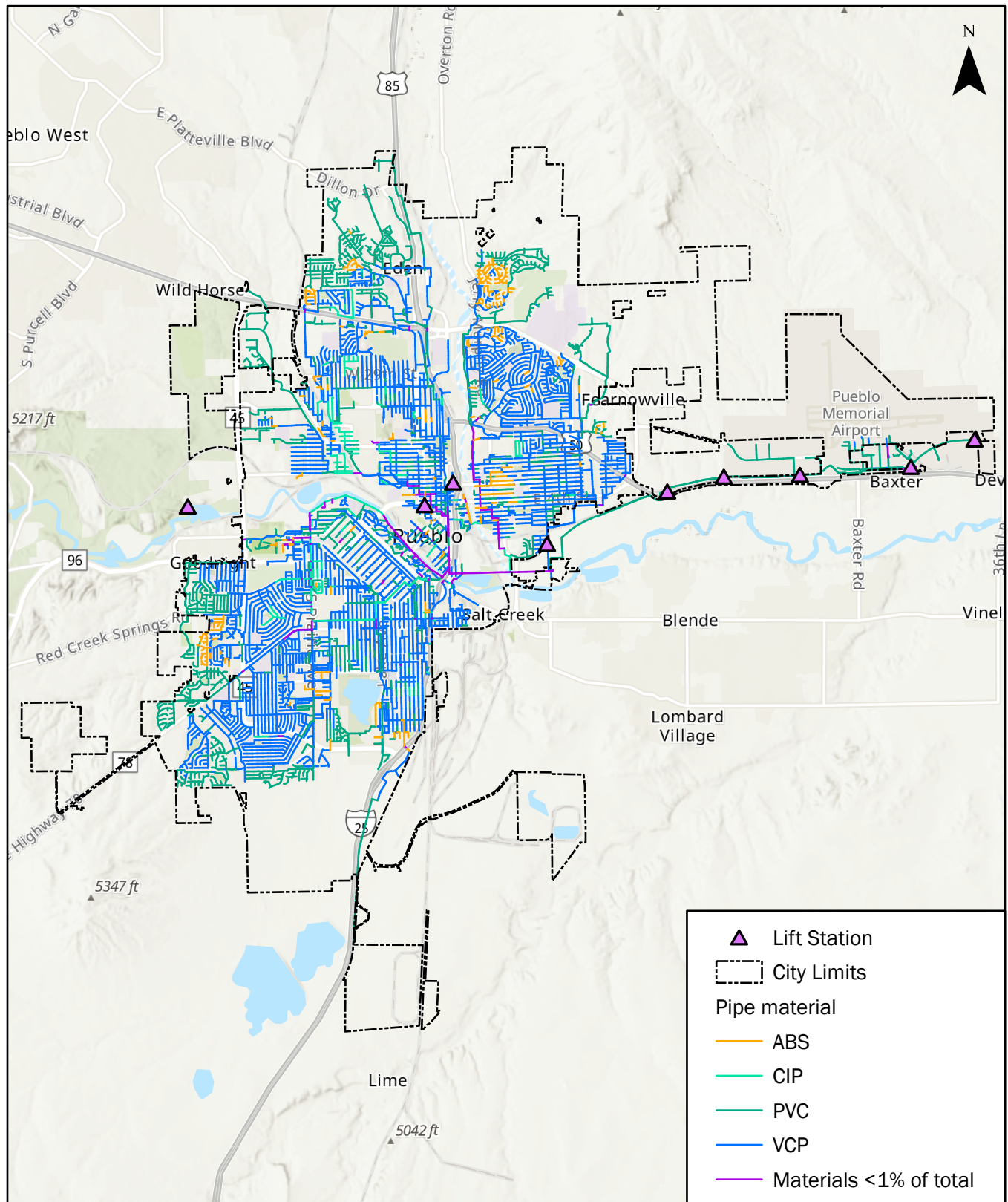


Figure 2-5. Collection system pipe materials

2.5 Lift Stations

The nine lift stations in the collection system are listed in Table 2-6 and their locations are shown in Figure 2-1. Information on each lift station was collected from record drawings and other documents provided by the City. The lift stations all contain two pumps and operate in a lead/lag mode with the lead and lag pumps alternating automatically. Some of the lift stations have two sets of control systems listed in the table. Floats were originally used for level controls for many of the lift stations. Ultrasonic level controls were later added at many of the lift stations, but because of issues with the ultrasonic systems, both systems were left in place.

All piping larger than or equal to 12 inches was modeled. Some smaller diameter pipe segments were also included where needed for model connectivity. Most of the lift stations connect to piping smaller than 12 inches and were not modeled. The only lift stations connecting to piping larger than or equal to 12 inches and that were modeled are the four Airport Industrial Park (AIP) lift stations. These lift stations convey wastewater from the AIP to the City's WRF located approximately 5 miles southwest of the AIP. At each of the AIP lift stations, wastewater is pumped through a force main to a high point, from which it flows in a gravity sewer to the wet well at the next lift station.

Table 2-6. Lift Stations

Name	Year Constructed	Number of Pumps	Design Values per Pump			On/Off Settings (feet)					Type of Pumps	Back-up Power	Notes
			HP	Head (feet)	Flow (gpm)	Settings	All Pumps Off	Lead Start	Lag Start	High Water			
AIP #1	1992	2	10	81	220	Ultrasonic	2.33	3.5	4.5	6.67	Submersible, non-clog	Diesel engine generator	
						Floats	2.33	5	6.67	N/A			
AIP #2	1992	2	20	60	500	Ultrasonic	3.41	5	6.5	9	Submersible, non-clog	Diesel engine generator	
						Floats	3	7.67	8.17	N/A			
AIP #3	1992	2	15	50	500	Ultrasonic	3.83	5.33	6.33	7.9	Submersible, non-clog	Diesel engine generator	
						Floats	3.33	6.83	7.83	N/A			
AIP #4	1992	2	20	75	565	Ultrasonic	4.2	5.58	6.58	8.08	Submersible, non-clog	Diesel engine generator	
						Floats	3.58	7.08	8.08	N/A			
Albany	2002	2	5	N/A	300	Floats	2.66	4.65	4.97	N/A	Submersible, non-clog	None	Controls upgraded in 2018
Greenwood	1998	2	5	13	300	Floats	1.6	2.3	2.4	N/A	Submersible, non-clog	None	Controls upgraded in 2018
Nature Center	2011	2	4.7	Unknown	N/A	Laser	2.2	3.2	4.2	N/A	Submersible grinder	None	Controls modified in 2018-19. Lift station is not connected to the Pueblo system but is maintained by the City.
						Floats	2.33	3.25	4.5	N/A			
Portland	1976	2	5	Unknown	75	Ultrasonic	2.25	3.25	4.25	4.5	Submersible, non-clog	None	Controls upgraded in 1996
						Floats	1	3.5	4.5	N/A			
Target	1986	2	5	Unknown	251	Floats	2.2	7.8	8.8	N/A	Submersible, non-clog	None	Controls upgraded in 2018

Section 3

Computer Model Development

This section describes the development of the computer model and the calculation of model flows used to evaluate the collection system.

3.1 Model Development

3.1.1 Computer Model

The previous computer model of the collection system was developed by Black and Veatch for the 2009 Collection System Master Plan. The 2009 model was developed using the InfoWorks software and included only major pipelines. The model was updated for this Master Plan to include all system piping in CHI's PCSWMM software. PCSWMM runs the U.S. Environmental Protection Agency (EPA) Storm Water Management Model (SWMM).

All piping and manholes were added to the model from the City's GIS. Some of the pipe diameters, invert elevations, and materials in the database were updated during the 2009 Master Plan model development based on known information at the time. In addition, since the 2009 Master Plan, the City has surveyed manholes in the collection system to improve accuracy of location and elevation data. Nevertheless, additional model cleanup was needed where data was missing or inconsistent. For example, various datums were used over the years to record elevation data. This caused busts in the inverts. Ground elevations were also missing in some places. Adjustments were made to eliminate busts and add ground elevation data by interpolating from neighboring manholes and topographic data where available. This effort was focused on piping larger than or equal to 12 inches, all of which were modeled. Some smaller diameter pipe segments were also included where needed for model connectivity. The rest of the smaller diameter pipes were left in the model but were inactivated and invert elevations were not corrected for those pipes. In some cases, inverts were not available for those pipes. The smaller diameter pipes can be activated in the model when invert elevations are collected for those pipes.

3.1.2 Existing Flows

Wastewater flows were added to the model at manholes. Flows include three basic components: base wastewater flow (BWF), groundwater infiltration (GWI), and rainfall dependent infiltration and inflow (RDII). A representation of these wastewater components is shown in Figure 3-1. The following section describes how each flow component was calculated.

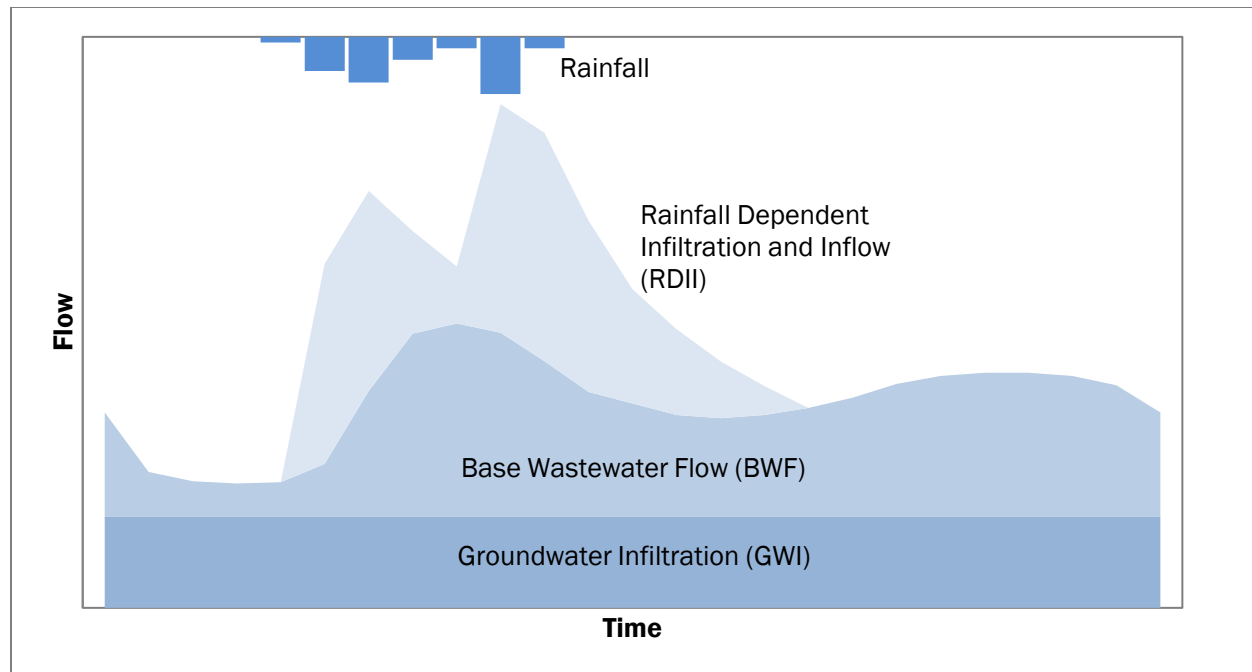


Figure 3-1. Wastewater flow components

3.1.2.1 Groundwater Infiltration

GWI enters the wastewater system through joints and cracks in pipes and manholes. GWI varies by area depending on the condition of pipes and manholes and their location with respect to the local groundwater table.

GWI cannot be directly calculated from flow metering data because flow during dry weather periods includes BWF and GWI. However, GWI can be estimated from dry weather flow meter data. Patrick Stevens and James Schutzbach from ADS Environmental Services developed a formula to calculate GWI. Their formula, known as the Stevens-Schutzbach Method, was calculated by fitting a curve to actual flow metering data obtained throughout the United States (Mitchell, 2007). The formula is as follows:

$$GWI = \frac{0.4(MDF)}{1 - 0.6(MDF/ADF)^{ADF^{0.7}}}$$

The values in the formula are in mgd and include the following:

- Average daily flow rate (ADF) – The average dry weather flow for each meter during dry weather periods.
- Minimum daily flow rate (MDF) – The average nightly low flow for each flow meter.

GWI typically stays constant throughout a day as most areas do not see daily changes in the elevation of the groundwater table.

GWI was calculated using the ADS equation and City data from June 24 to July 24, 2019. GWI flows for each flow meter basin are presented in Table 3-1. Figure 3-2 shows GWI per acre in each meter basin.

Table 3-1. Existing Groundwater Infiltration

Meter Basin	Area (acres)	Calibrated GWI (mgd)	GWI (gpd per acre)	GWI (gpd per foot of pipe)
1	757.6	0.06	79	0.62
2	463.9	0.35	754	2.37
3	781.5	0.29	371	2.45
4	707.1	0.54	764	3.03
5	665.7	0.32	481	2.36
6	955.3	0.4	419	1.63
7	912.9	0.44	482	2.58
8	834.9	0.46	551	2.94
9	366.5	0.13	355	1.09
10	877.5	0.18	205	1.13
11	997	0.08	80	0.59
12	714.4	0.32	448	1.85
13	559.2	0.08	143	0.54
14	830.8	0.04	48	0.23
15	490.7	0.2	408	1.93
16	450.5	0.29	644	2.67
17	164.7	0.43	2,611	10.18
18	124.9	0.26	2,082	9.92

gpd = gallons per day

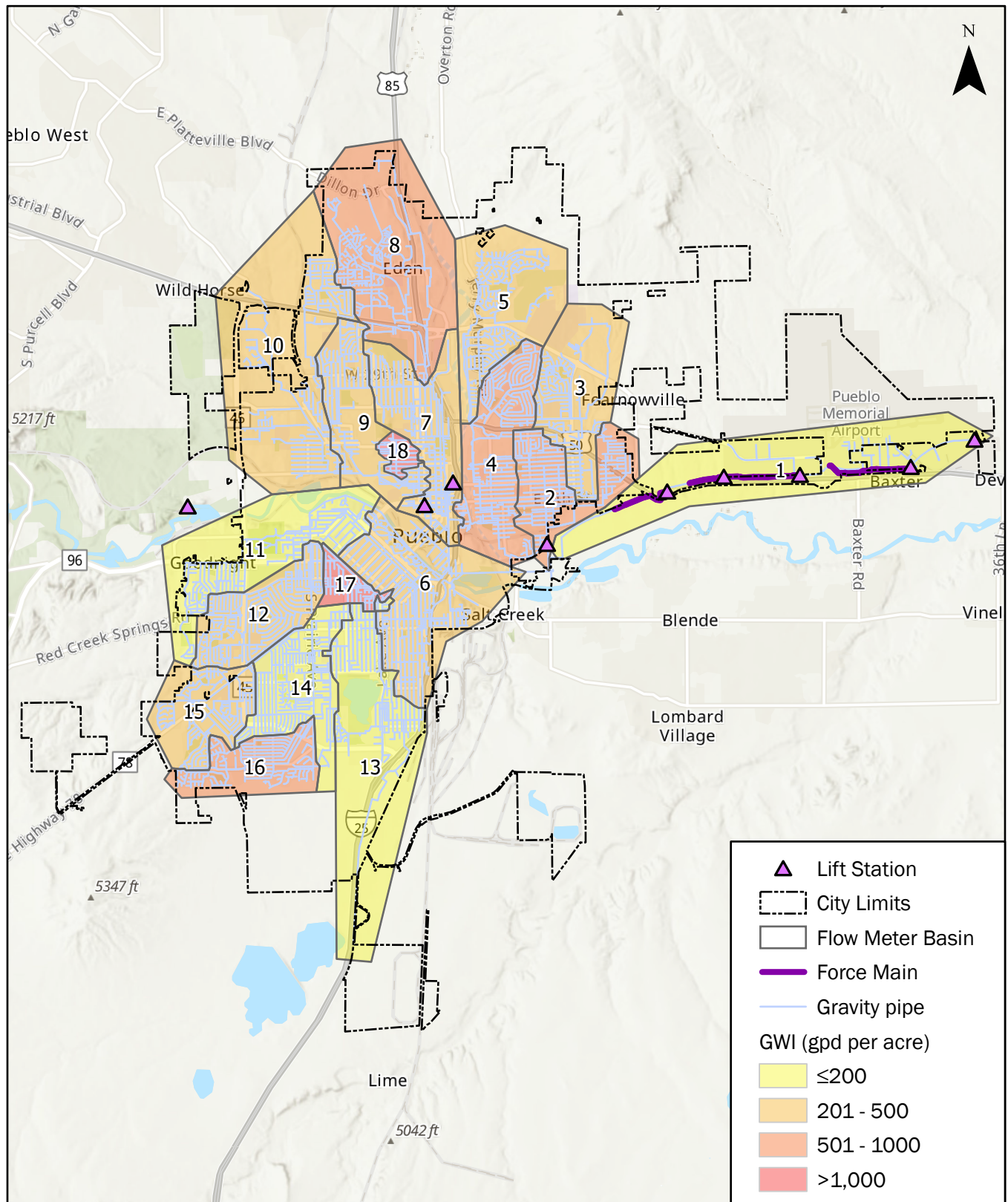


Figure 3-2. Groundwater infiltration in each meter basin

3.1.2.2 Base Wastewater Flow

BWF is wastewater flow generated from residential, commercial, industrial, public, and institutional sources that discharges into the wastewater collection system. BWF was calculated using City water billing data using the following steps:

1. Average winter water use was calculated for each water customer using water billing data from December to February in 2017, 2018, and 2019. Winter water use was used because there is limited irrigation and most water discharges into the wastewater system.
2. The winter water use was assigned to the closest modeled pipe to each customer. BWF was calculated as the total water use assigned to each manhole.
3. At each meter, average metered BWF was calculated by subtracting GWI from average meter data for June 24 to July 24, 2019.
4. Water use data draining to each flow meter was scaled down to match average metered BWF. The scaled water use data was added to the model as BWF.

BWF varies in magnitude throughout the day, but it generally follows a predictable diurnal pattern with peak flow occurring during the morning and evening hours. Diurnal patterns may differ between weekdays and weekends. Model diurnal patterns include 24 hourly multipliers to scale BWF throughout a day. Diurnal patterns were calculated during model calibration as described in Section 3.2.1.

3.1.3 Rainfall Dependent Infiltration and Inflow

RDII consists of stormwater entering the collection system as the direct inflow of stormwater runoff or rainfall induced infiltration. Inflow occurs when stormwater flows directly into the collection system through connected catch basins, manhole covers, area drains, or downspouts. Inflow usually occurs very rapidly during rain events and can become more severe if surface flooding occurs and manholes are submerged or are used to drain low-lying areas. Rainfall induced infiltration is caused by stormwater percolating through the ground and entering pipes, manholes, and service laterals through cracks and defective joints. RDII may also include flow from basement drains or sump pumps. If these defects are combined with a high water table, RDII can last several days after the end of a rainfall event.

RDII was not directly added to the model due to a lack of rainfall during the metering period. Instead, peak RDII was calculated by multiplying average flows by a peaking factor of 2.6 spread over six hours, representing a design storm event (Figure 3-3). The peaking factor was provided by the City based on historical rain events.

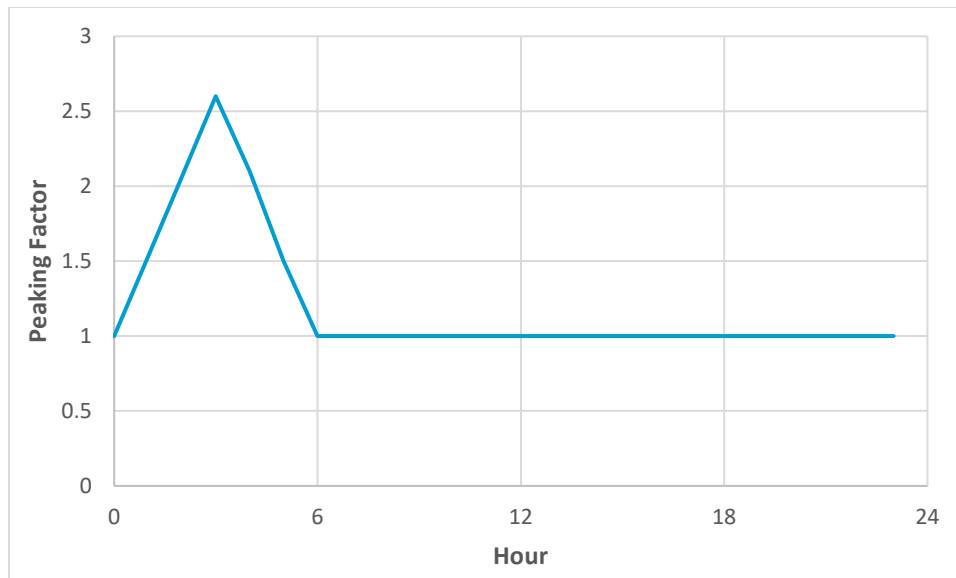


Figure 3-3. RDII peaking factors

3.2 Model Calibration

The model was calibrated to ensure that model results represent actual system operations. Calibration involved adjusting model flows and facilities until model flows matched flows from the flow metering. Calibration included adjusting the following:

- Model piping and lift station configuration – The flow metering identified situations where model piping was not connected correctly and where lift station layouts were not correct. In those situations, additional research was performed and the model piping and lift station layouts were corrected.
- Model pump operations – Model pump operations were simulated in the model by setting controls to turn pumps on and off according to wet well levels. Pump controls were set based on settings obtained from record drawings. No pump adjustments were needed for the four pump stations included in the model.
- Model flows – Model flows were as described in Section 3.1.2. Diurnal patterns were then calculated as described in the following section. Appendix B shows calibration results including graphs of model vs. meter flows at each flow meter.

3.2.1 Diurnal Patterns

Diurnal patterns were created to match the timing of observed BWF as it varies throughout a day. Two diurnal patterns were created for each flow meter, one weekday pattern and one weekend pattern, to represent the pattern of dry weather flows draining to each flow meter.

Diurnal pattern peaking factors for each flow meters are shown in Figures 3-4 and 3-5 and are listed in Tables B-1 and B-2 in Appendix B. The average peaking factor for each pattern is 1.0. Factors greater than 1 represent hours when the flow is greater than the average daily flow.

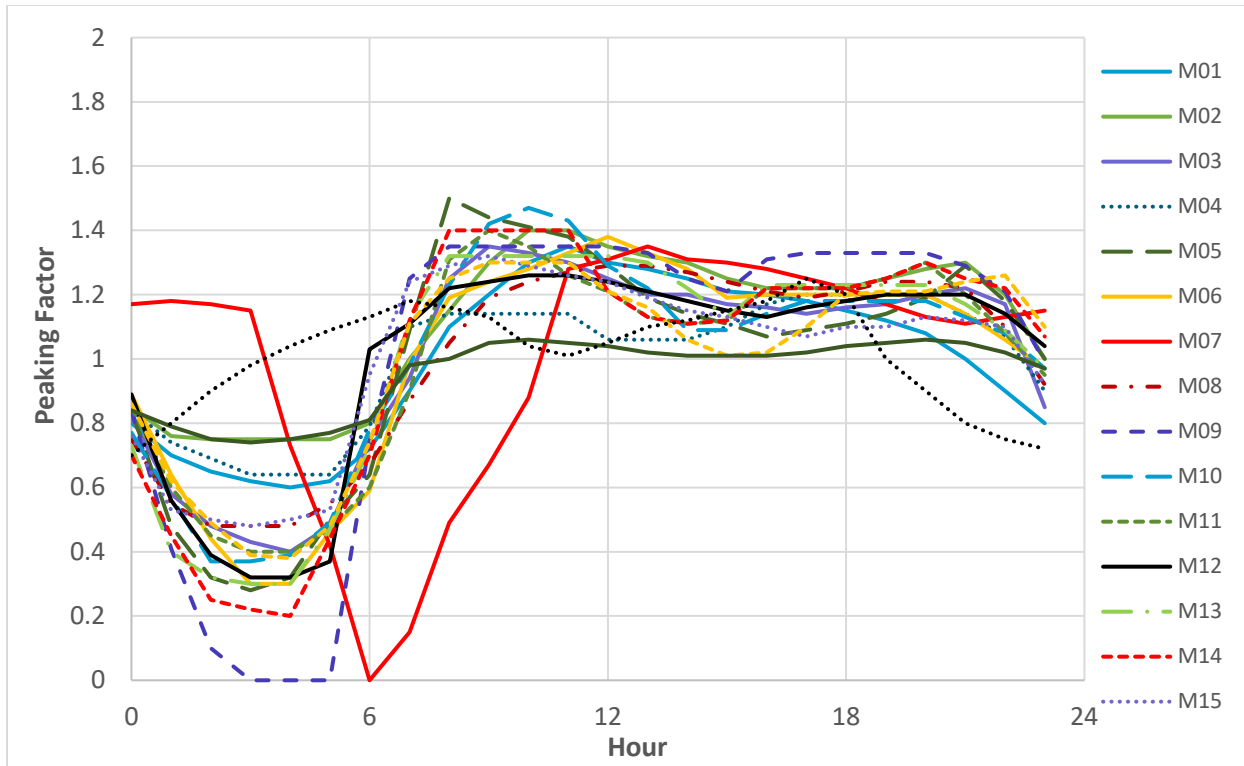


Figure 3-4. Weekday diurnal patterns

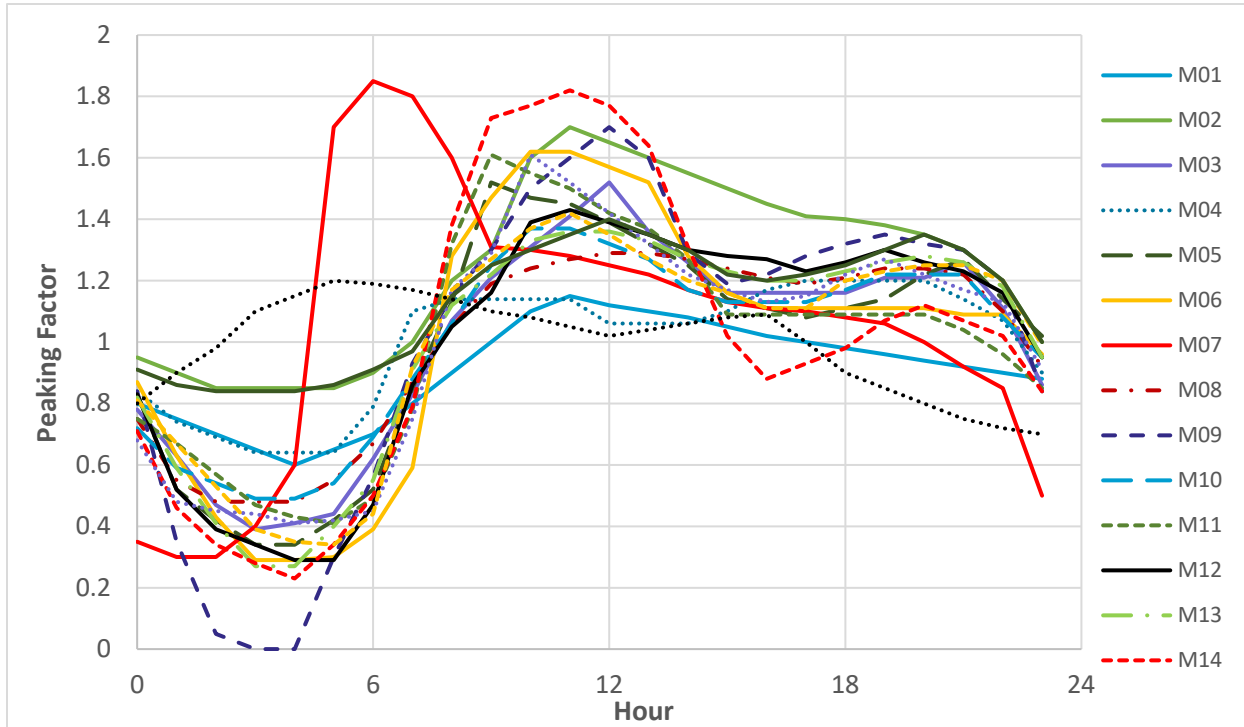


Figure 3-5. Weekend diurnal patterns

3.3 Future Flows

3.3.1 Growth Projections

Increased flows were projected to be proportional to population growth and development in the City using regional growth projections over 10-year and 20-year planning periods. Only growth estimated to happen within City boundaries and within planned annex areas was used for collection system planning. Population projections for each planning period are presented in Table 2-1.

Areas identified for future development are shown in Figure 3-6 based on input from the City's Planning and Community Development Department. A larger version of Figure 3-6 is provided in Appendix A (Figure A-2). The total new development is expected to be over 11,500 acres. The future development is projected to occur for the following types of development:

- New residential development in annexed land (31% of total development)
- Infill residential development (31% of total development). The City was only able to provide the number of lots available in general areas of infill, which are shown as points in Figure 3-5. The City estimated that the half of all residential development will be due to infill. Thus, the same magnitude of acreage identified for new residential development was applied to the infill areas. Infill development was then spread among each area based on the number of lots available in a given location compared to the total number of lots.
- Non-residential infill development, including:
 - o Commercial infill development throughout the City (15% of total development)
 - o Industry, office parks, and mixed-use infill development throughout the City (24% of total development)

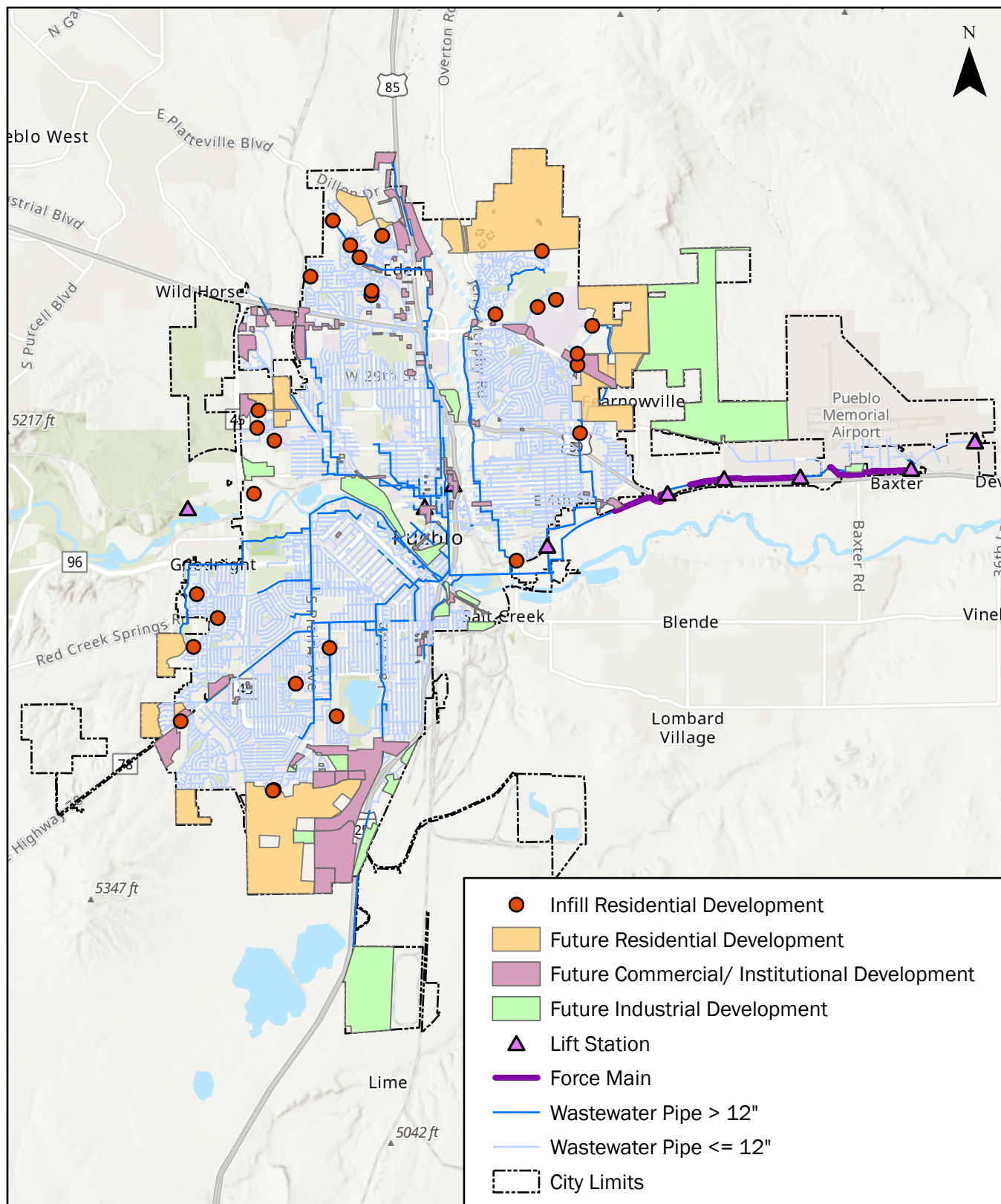


Figure 3-6. Future development areas

3.3.2 Projected Flows

The following steps were used to calculate projected 2030 and 2040 flows for each component of wastewater flow.

3.3.2.1 WRF Flows

Table 3-2 lists the increase in flows to the WRF that was applied due to growth. Increased flows due to growth were added to the baseline flow of 12.6 mgd, which is the peak monthly flow at the WRF between 2014 and 2019 (see Section 2.3). Future increases to flow due to growth were calculated proportional to the population growth projections listed in Table 2-1.

Table 3-2. WRF Flows			
Item	Baseline	2030	2040
Average flow (mgd)	12.6	14.6	15.5
Flow increase (mgd)	-	2.0	0.9
Flow increase %	-	16.2%	5.9%

WRF flows were split between BWF and GWI as described in the following sections.

3.3.2.2 Groundwater Infiltration

GWI flows per acre were assumed to remain constant in the future within each meter basin. Because some of the future residential development is expected to occur in annexed land with no existing pipes, GWI was assumed to be constant based on flow per acreage. Meter basins were extended to include all annexed land, and the corresponding meter basin GWI was applied to future development based on the areas identified for future development in Section 3.1.

3.3.2.3 BWF

BWF was calculated as the difference between future WRF flow projections and future GWI. The BWF flow increase was spread out over the development areas using three methods:

1. Residential development in annexed land – Future BWF was spread out evenly for developments in annexed lands, which includes all future residential development discussed in Section 3.3.1 except for infill.
2. Residential infill development – As discussed in Section 3.3.1, exact locations of projected residential infill are not available. Therefore, future BWF was spread out evenly to vacant parcels within existing areas,
3. Non-residential infill development – As discussed in Section 3.3.1, all industrial, commercial, and institutional development that would be served by the City is projected to happen within current service area boundaries. Future BWF was spread out evenly for developments in identified infill areas.

Table 3-2 lists the total acreage used for BWF based on the growth projections discussed in Section 3.3.1. Per the City's Sanitary Sewer Design Criteria, industrial land uses are expected to have a 30% higher flow per acre than residential or commercial uses. Therefore, the percent of the projected BWF increase was scaled up by 30% for industrial areas and scaled down for other land uses by the corresponding amount as shown in Table 3-3.

Table 3-3. Flow Factors			
Land Use	Area (acres)	% of Total Acres	Weighted % of Project Flow Increase to Apply to Land Use
Residential - infill	3,528	31%	29%
Residential - new	3,528	31%	29%
Commercial	1,705	15%	14%
Industrial	2,718	24%	29%
Total	11,479	100%	100%

3.3.2.4 RDII

As mentioned in Section 3.1.3, RDII was not calculated during model calibration due to a lack of rainfall during the calibration period. Therefore, peak wet weather RDII was estimated by multiplying the future average dry weather flow by the design storm shown in Section 3.1.1, which has a peaking factor of 2.6.

Section 4

System Evaluation and Design Criteria

This section outlines criteria used for the evaluation and design of the wastewater collection system. The evaluation criteria were used to identify deficiencies during the analysis of the collection system. The design criteria were used to develop recommendations to address the identified deficiencies. The criteria in this section were based on the City's 2010 sanitary sewer design criteria (City of Pueblo, 2010) and from input provided by City staff.

4.1 Collection System Piping Criteria

Figure 4-1 shows the key dimensions used in defining criteria for gravity pipelines.

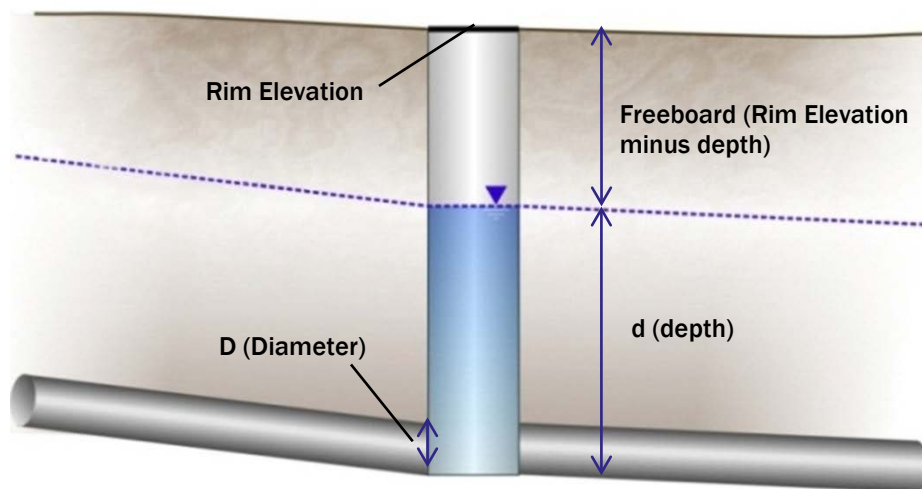


Figure 4-1. Dimensions for gravity pipelines used in criteria

Depth to diameter (d/D) is calculated as the depth of flow divided by the diameter of a pipe. For a d/D greater than 1, the pipe is surcharged (the water level is at or above the top of a pipe) and the depth is defined as the elevation to which water would rise in a manhole, as shown in Figure 4-1.

Table 4-1 lists the criteria for collection system piping.

Table 4-1. Collection System Piping Criteria			
Item	Description	Value	Source
Gravity pipe capacity	Allowable d/D at peak flow (evaluating system)	Pipes with $d/D > 1$, or any modeled surcharge, were flagged as a potential problem	Recommendation from City of Pueblo Wastewater Department
	Allowable d/D at peak flow (designing new piping)	Recommended replacement piping was sized based on d/D values for the following pipe sizes: 6" = 0.50 8" = 0.50 10" = 0.50 12" = 0.67 15" = 0.70 18" and above = 0.75	2010 Sanitary Sewer Design Criteria
Force main capacity	Peak velocity (evaluating system)	10 feet/second	BC recommendation
	Peak velocity (designing new piping)	5 feet/second	2010 Sanitary Sewer Design Criteria
	Note: Force mains were analyzed by running lift stations at their peak capacity as defined in the next section.		

4.2 Lift Station Criteria

Table 4-2 lists the criteria for lift stations.

Table 4-2. Lift Station Criteria		
Item	Value	Source
Capacity	Each lift station was analyzed to see if it can convey peak flows with the largest pump on standby.	2010 Sanitary Sewer Design Criteria
Redundancy / Reliability	Each lift station should have a minimum of 2 pumps.	

Section 5

Recommended Improvements

This section recommends improvement projects identified based on an analysis of the collection system model.

5.1 System Evaluation

The system was evaluated for existing and future flows using the evaluation criteria listed in Section 4. The computer model was run with increased flows for each 10-year period to find the year at which pipe segments are predicted to reach their available capacity.

As discussed in Section 2.5, only the four lift stations (AIP #1 through #4) that convey wastewater from the AIP to the City's WRF were included in the model. All lift stations and force mains evaluated in the model were found to be adequate based on the criteria in Section 4. Thus, the following section refers to pipe upsizing projects only.

5.2 Improvement Project Development

5.2.1 Project Timing and Priority

New pipeline improvements were sized to accommodate projected 20-year flows using the criteria discussed in Section 4. The City will prioritize the improvements projects. To assist the City in prioritizing the projects, each pipeline deficiency was given a preliminary ranking using a scale of 1 (most critical) to 7 (least critical) depending on the period and flow conditions when deficiencies are projected to happen. The rankings were assigned as listed in Table 5-1.

Table 5-1. Criticality Criteria					
Ranking	% of Pipe Upgrades (by length)	Capacity Deficiency Criteria			
		Period	Flows	Surcharge	Freeboard
1 (most critical)	5%	Existing	Dry weather	Any	Any
2	25%	Existing	Peak wet weather	Any	Any
3	11%	10-year projections	Dry weather	Any	Any
4	7%	10-year projections	Peak wet weather	>2 feet	<5 feet
5	14%	10-year projections	Peak wet weather	>2 feet	>5 feet
6	22%	10-year projections	Peak wet weather	<2 feet	<5 feet
7 (least critical)	16%	10-year projections	Peak wet weather	<2 feet	>5 feet

Criticality rankings were calculated from model results. Higher criticality rankings (1-2) were assigned to capacity deficiencies modeled to occur under existing flows, while the lower criticality rankings (3-7) apply to pipes with capacity deficiencies in the 10-year flow projections.

Capacity deficiencies projected to occur during dry weather flows were prioritized over deficiencies that were only modeled during wet weather flows. Existing dry weather flows represent winter base wastewater flows plus GWI calculated during the flow metering period (June 24 to July 24, 2019), whereas wet weather flows represent average daily flows multiplied by a peaking factor (see Section 3.1.2). Flow projections for the 10-year period were calculated the same way but with the addition of residential and non-residential development projections (see Section 3.3.2).

Overflows are more likely to occur when there is high surcharge and low freeboard. Figure 5-1 shows the relationship between surcharge and freeboard. A surcharged pipe (i.e. depth of water higher than the pipe diameter, $d/D > 1$) was considered to be a deficiency, but the severity of the issue depends on both the depth of the surcharge and the amount of available freeboard. For example, a pipe with a surcharge of 1 foot (depth of flow 1 foot above top of pipe) but with a freeboard of 10 feet (10 feet between water level and the ground) is less likely to result in an overflow than a pipe with a 2-foot surcharge and a 2-foot freeboard. Thus, a combination of high surcharge and low freeboard is considered more critical than low surcharge and high freeboard. Based on an analysis of the City's model under projected flows, a surcharge of 2 feet and freeboard of 5 feet were identified as good breakpoints characterizing the various possible conditions in the collection system.

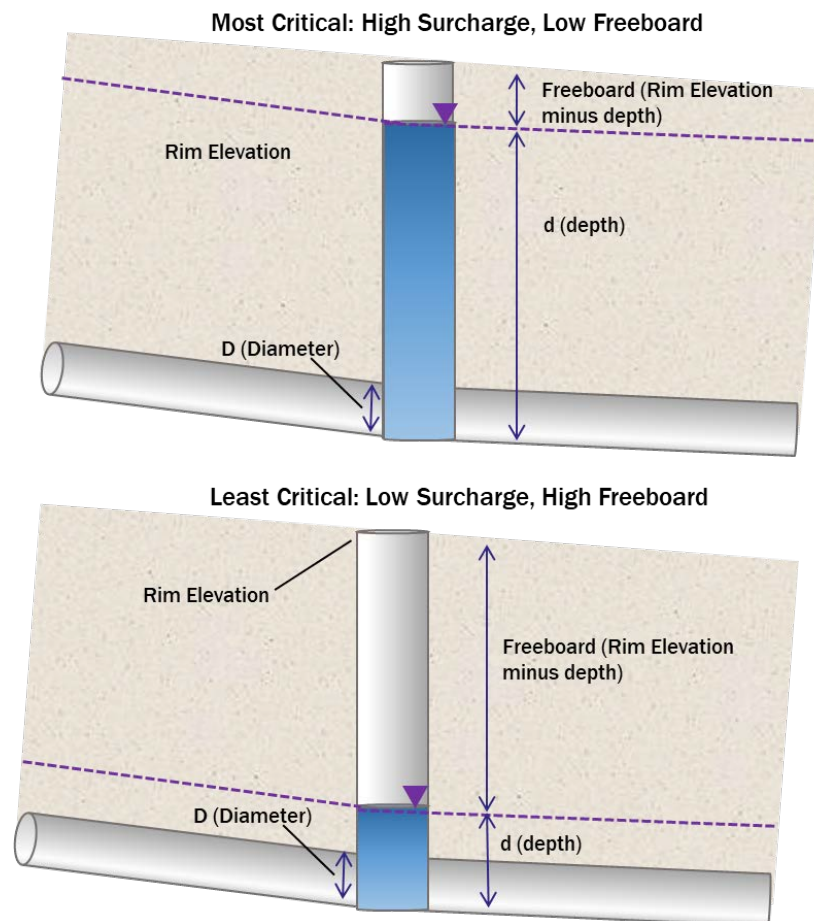


Figure 5-1. Surcharge and freeboard criteria used for criticality ranking

Figure 5-2 shows the pipe segments recommended for upsizing. The figure identifies the implementation year for each improvement project estimated based on the year that the piping was projected to be deficient. Detailed views of each recommended pipe upsizing are presented in Appendix C. Figure 5-3 shows the criticality of each pipe segment identified as deficient.



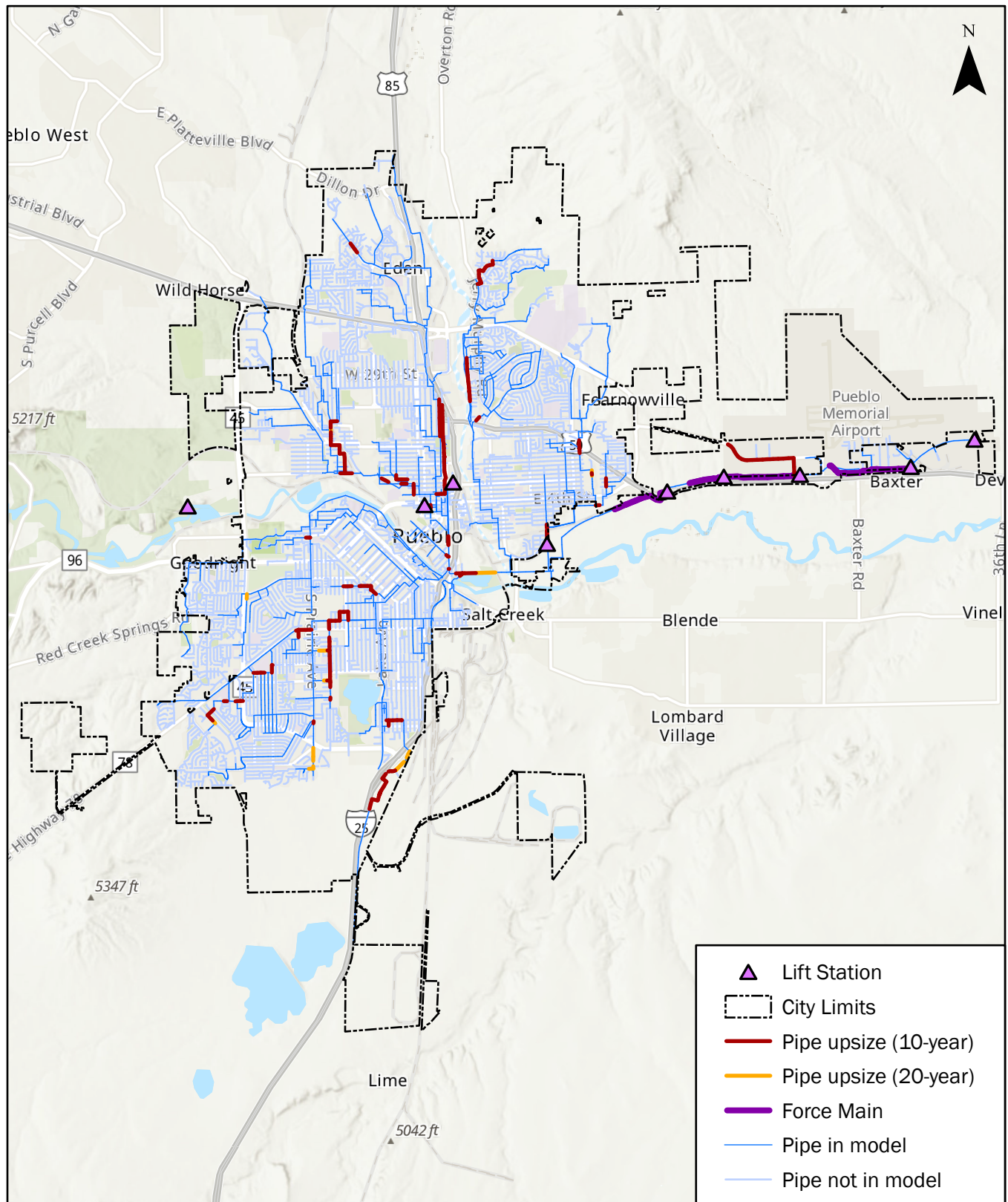


Figure 5-2. Recommended pipe upsizing in the next 10 and 20 years

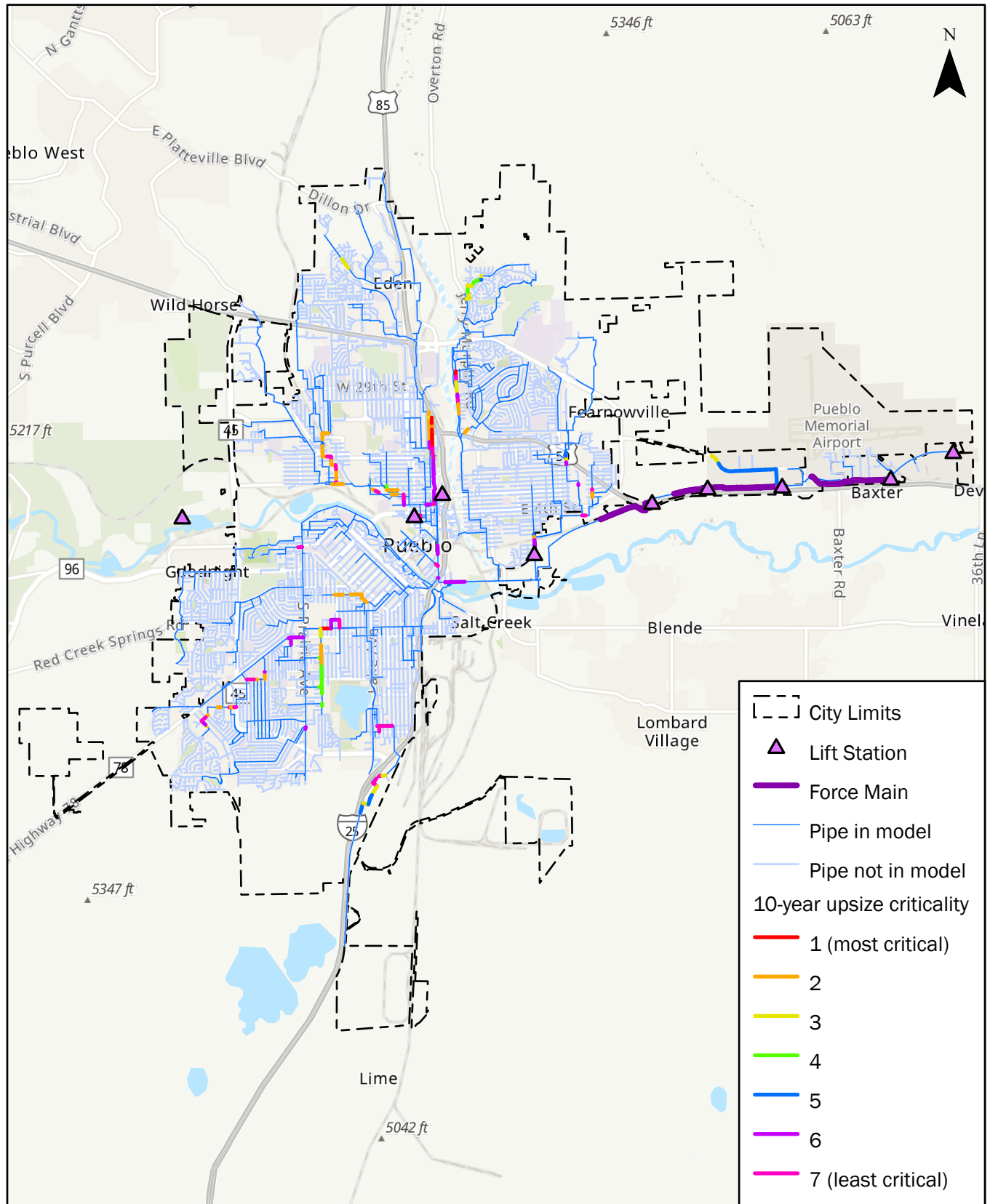


Figure 5-3. Recommended pipe upsizing ranked by criticality

Brown AND Caldwell

5-4

Use of contents on this sheet is subject to the limitations specified in Section 1.

5.2.2 Summary of Modeled Upgrades

There are 12.3 miles of piping that will need to be upsized in the 10-year planning horizon, and an additional 1.3 miles of piping in the 20-year planning horizon. Table 5-2 lists the length of piping broken down by criticality and by original pipe diameter.

Table 5-2. Modeled Upgrades by Criticality and Pipe Diameter								
Diameter (inches)	1 (most critical)	2	3	4	5	6	7 (least critical)	Total Length (feet)
8	3,363	2,939	4,568	1,393	1,863	3,530	3,248	20,904
9	-	-	-	333	-	-	-	333
10	-	3,943	1,098	-	1,792	-	2,033	8,866
12	-	4,349	965	181	4,753	-	3,234	13,482
15	-	4,138	425	2,395	316	3,461	1,481	12,215
18	-	910	-	-	-	3,652	406	4,968
21	-	295	-	-	-	-	300	596
24	-	-	-	-	290	1,341	-	1,631
30	-	-	-	-	-	40	-	40
48	-	-	-	-	-	1,553	-	1,553
Total	3,363	16,574	7,055	4,302	9,014	13,577	10,701	64,586

The City will continue to use the hydraulic model to update projections and identify the specific sequence of project implementation. It is recommended that this master plan continue to be updated every five years. The project implementation timing should be reviewed as changes are made to planned development within the collection system service area. It will also be important to conduct a pipe condition assessment and update the master plan to include pipe condition data so improvement projects can be developed to include capacity and condition deficiencies.

Section 6

References

City of Pueblo, *Pueblo Regional Development Plan, Addendum to the Comprehensive Plan*, 2014.

City of Pueblo Department of Wastewater, *Sanitary Sewer Design Criteria and Policies for City of Pueblo, Colorado*, 2010.

Mitchell, Paul S., et al., *Quantifying Base Infiltration in Sewers*, Proceedings of the Water Environment Federation, Collection Systems 2007.

U.S. Census Bureau, “American FactFinder”, <http://factfinder.census.gov> (Accessed October 2019).

Appendix A: Large Figures



Figure A-1. Flow Metering Locations (larger version of Figure 2-2)

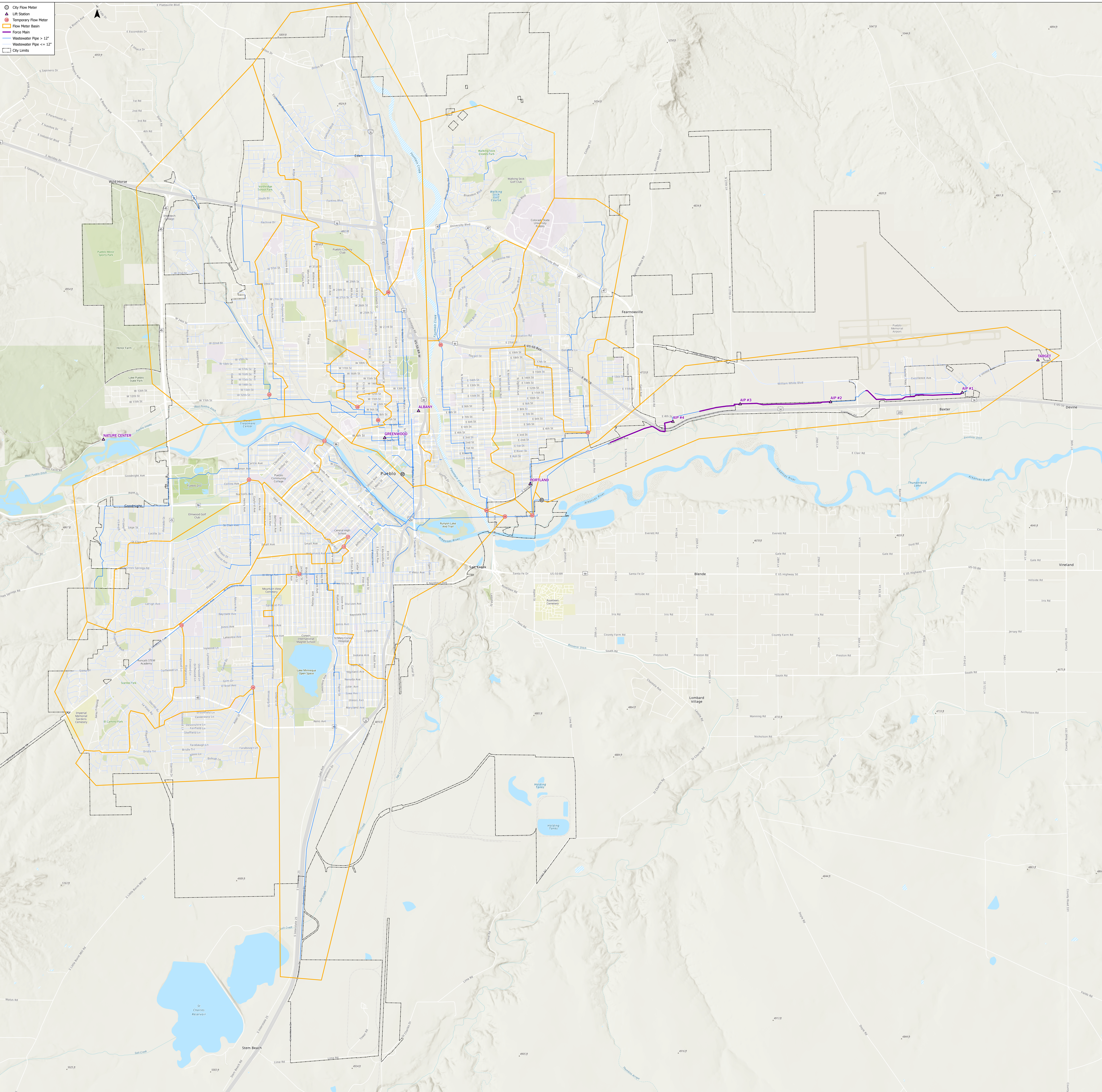
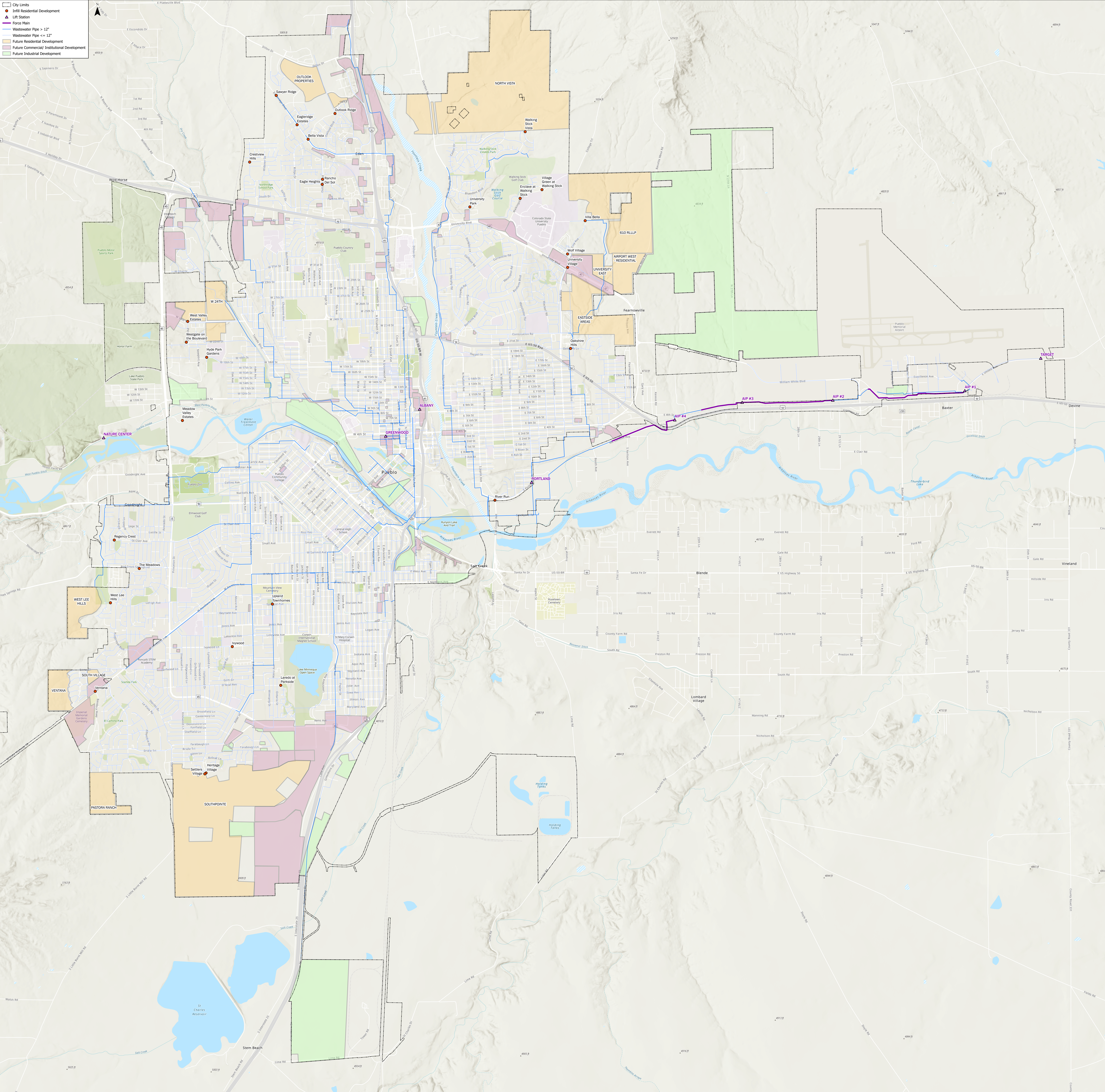


Figure A-2. Future development areas (larger version of Figure 3-6)



Appendix B: Model Calibration



Appendix B

Model Calibration

This appendix contains graphs showing a comparison of the metered and modeled flows and tables listing the weekday and weekend diurnal pattern peaking factors for each meter. Figures B-1 to B-18 compare the metered and modeled flows for the 18 flow meters. Tables B-1 and B-2 show the diurnal peaking factors used for calibration at each meter. See Figure 2-2 in the main body of the report for the locations of the flow meters. The model was calibrated for the dry weather period between Monday July 8 and Sunday July 15, 2019. The model was only calibrated for dry weather flows. A storm during the flow metering period was seen at only a few flow meters, but not at all meters. Therefore, the entire model could not be calibrated for wet weather.

A few items should be noted when viewing the graphs:

- The computer model assumes that the diurnal pattern will be consistent for Saturdays and Sundays. However, as shown in some of the graphs, the pattern on Sunday was different than Saturday in many areas of the system. The model was calibrated to match average Saturday and Sunday flows, so some flows may be calibrated slightly higher or slightly lower on a given weekend day.
- Meter M01 receives flows from the airport, which does not follow a clean daily pattern as the other meters. The irregular pattern is due to pump station operation. The model calibration attempted to capture the overall pattern as best as possible.
- Meter M02 did not record for several hours during the calibration period as seen in Figure B-2. The average flow and weekday patterns were adjusted to match the remaining days in the period. This meter also captured a rain event during the first 24 hours of the calibration period. Because rain events are outside the scope of this dry weather model, the calibration did not attempt to incorporate that rain event.

Based on the calibration results presented in this report, the model is an accurate representation of the Pueblo Wastewater Collection System for dry weather flows. The model was used to develop future flow projections to support the Master Plan Update.

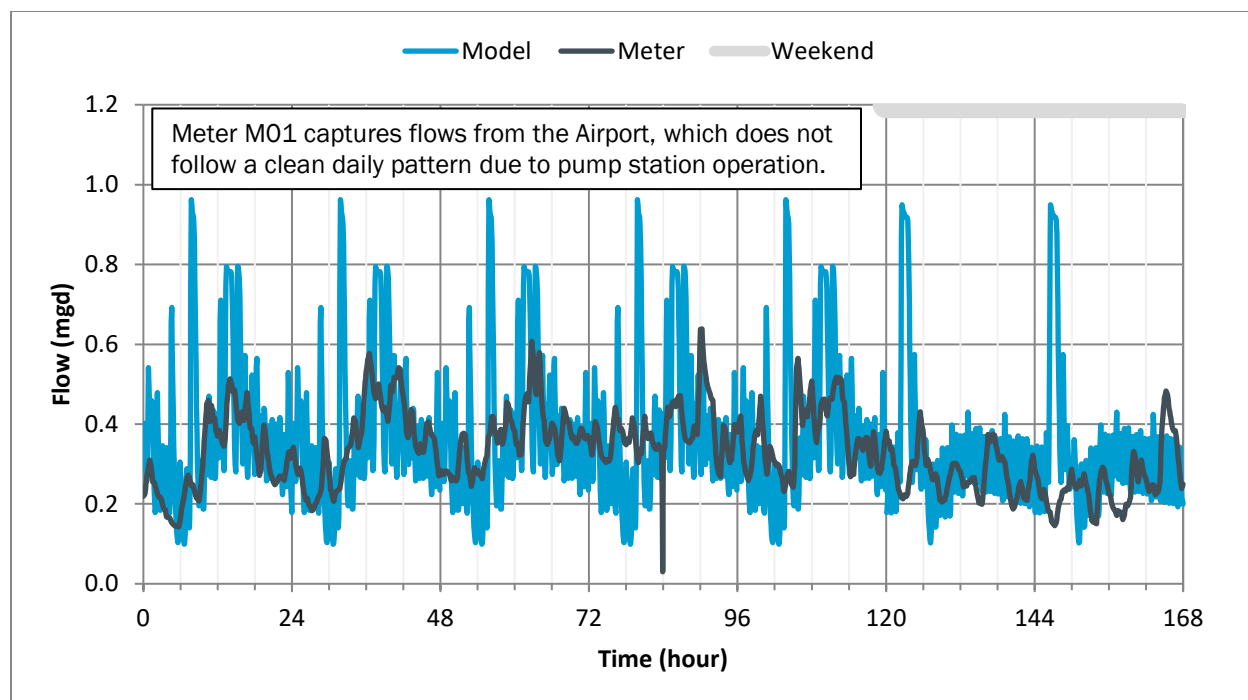


Figure B-1. M01 dry weather calibration

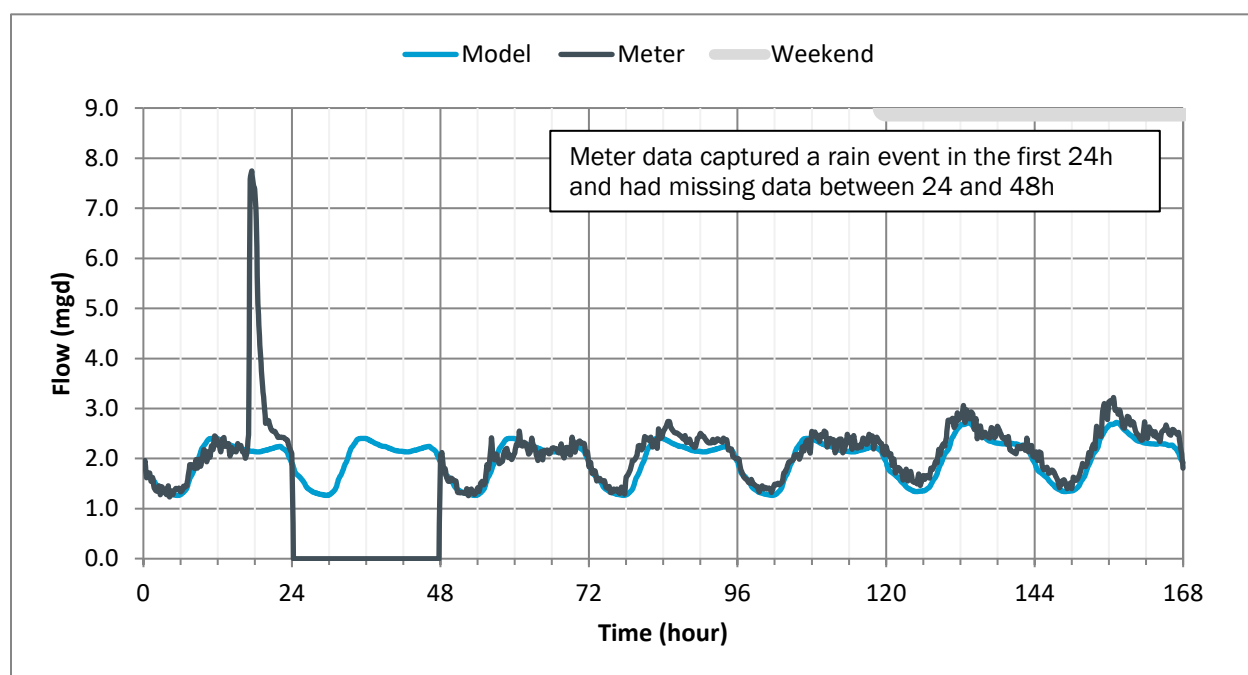


Figure B-2. M02 dry weather calibration

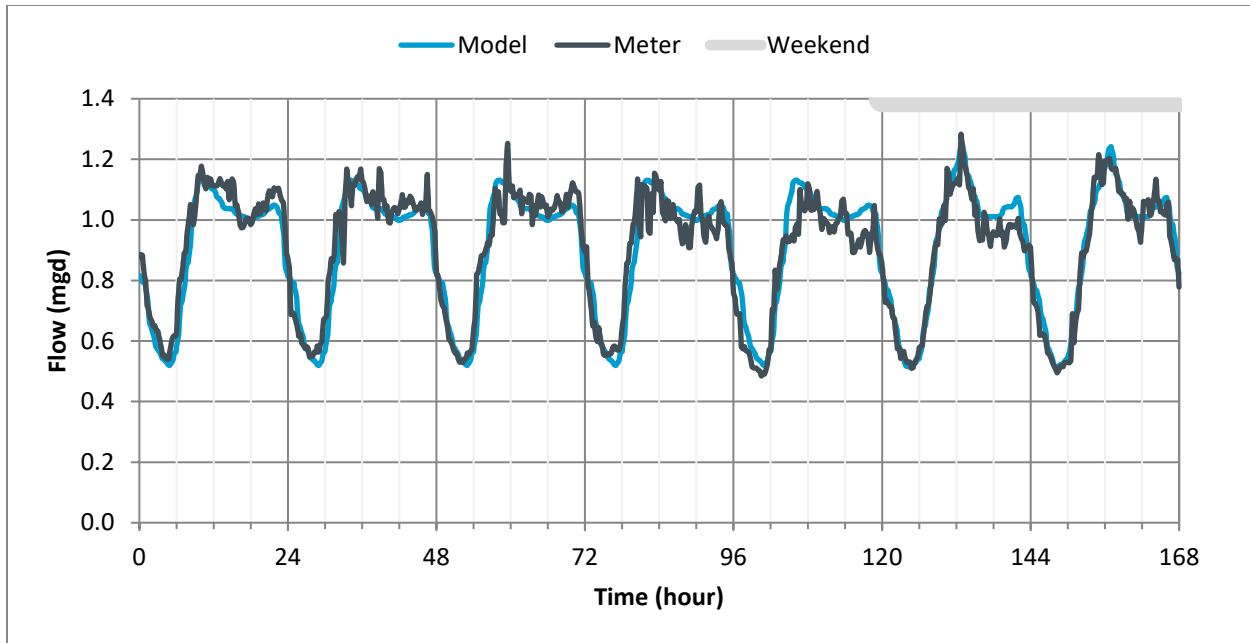


Figure B-3. M03 dry weather calibration

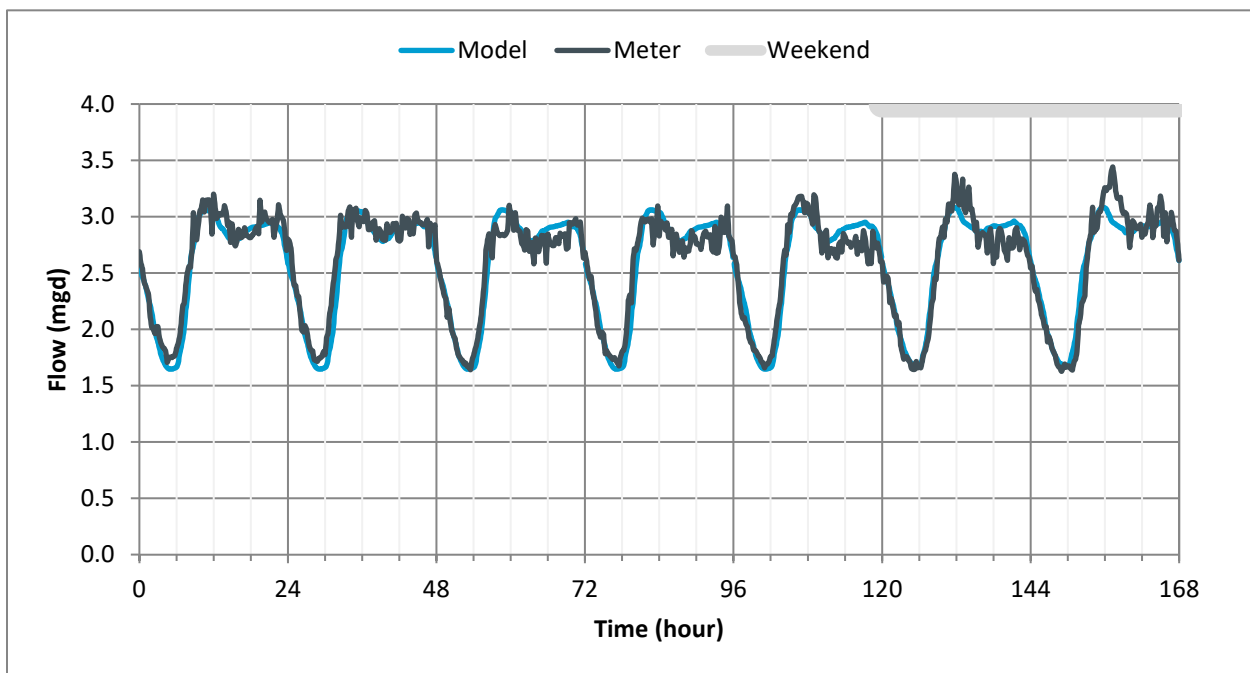


Figure B-4. M04 dry weather calibration

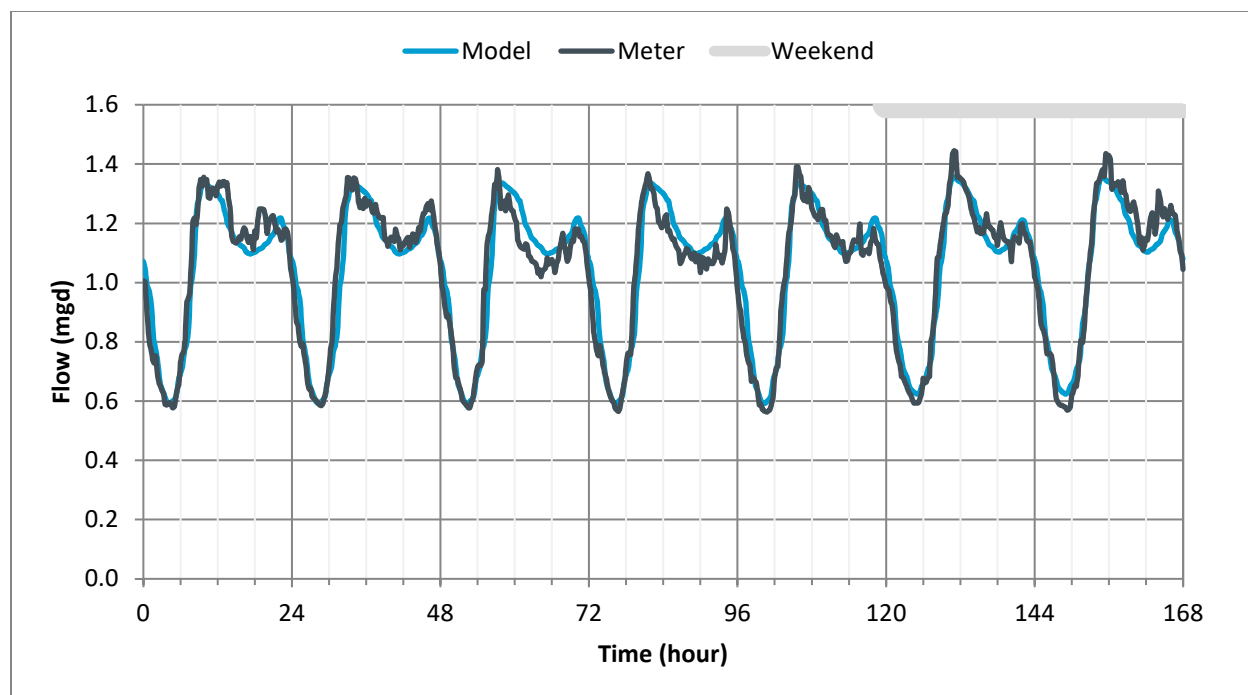


Figure B-5. M05 dry weather calibration

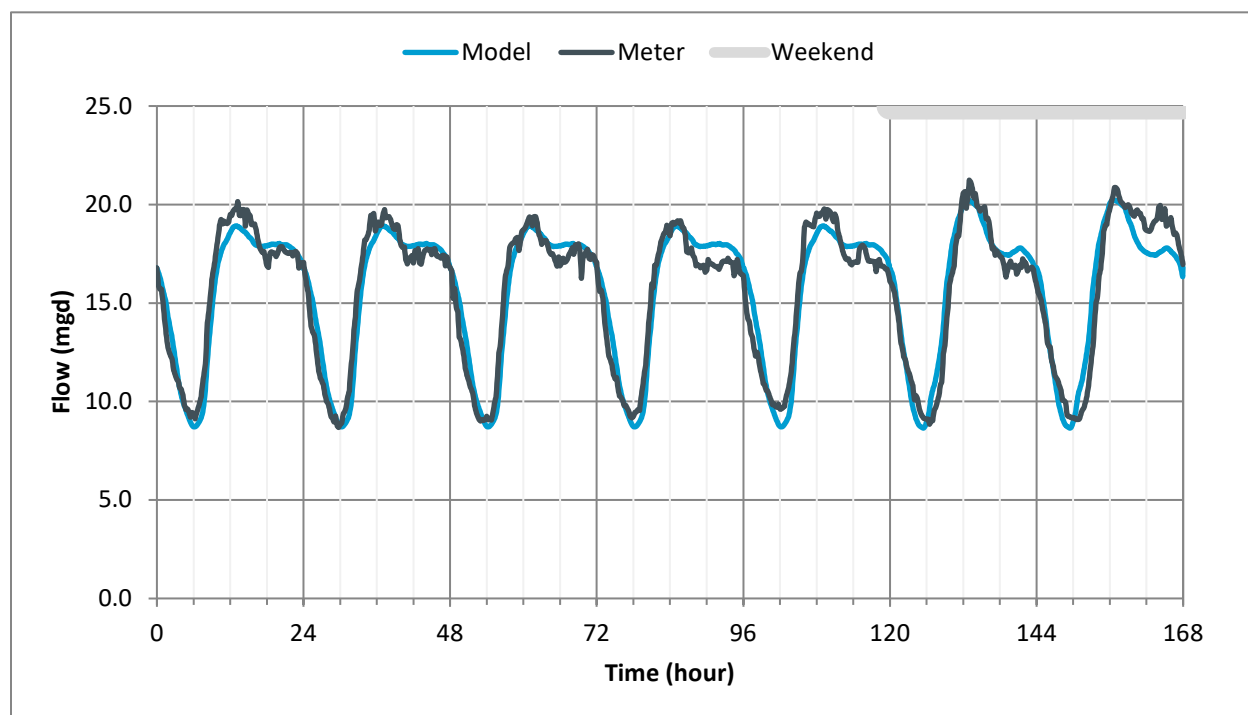


Figure B-6. M06 dry weather calibration

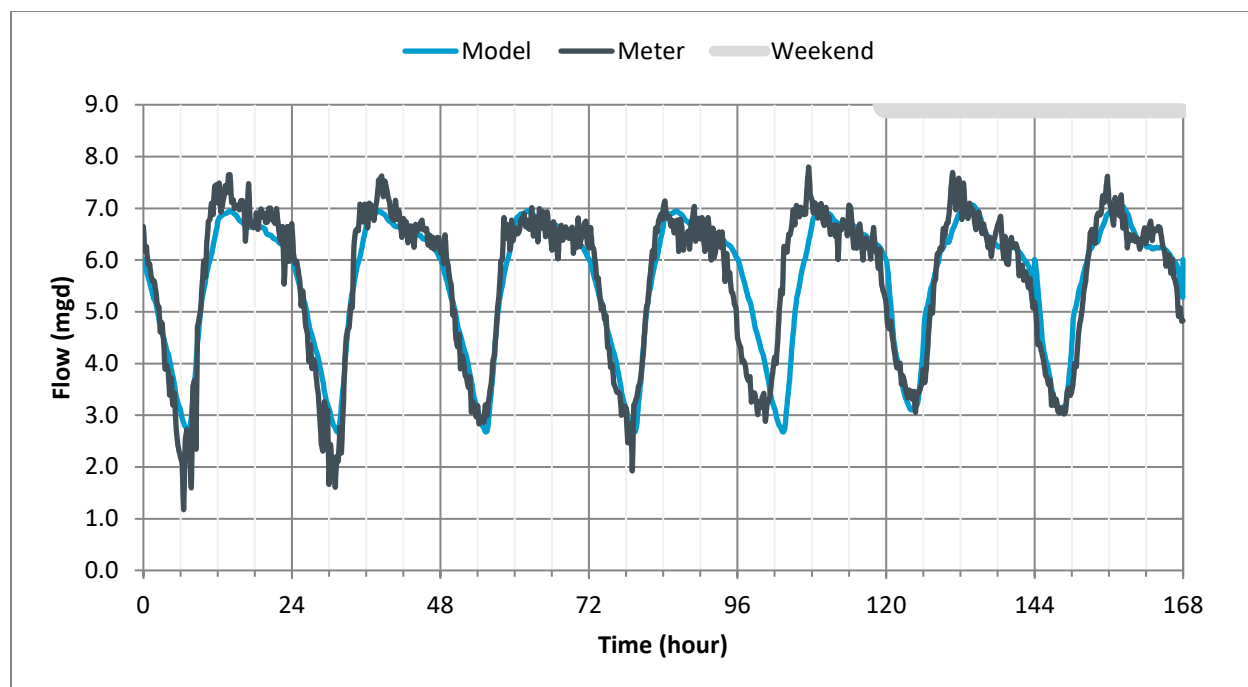


Figure B-7. M07 dry weather calibration

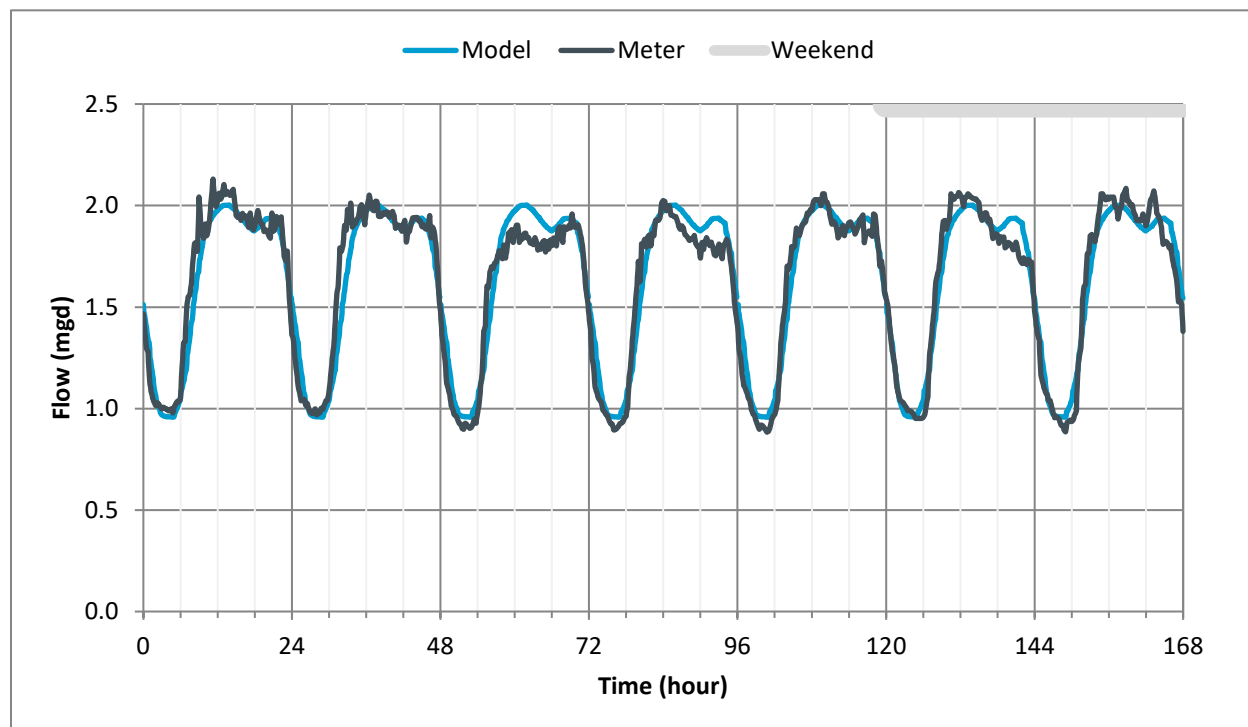


Figure B-8. M08 dry weather calibration

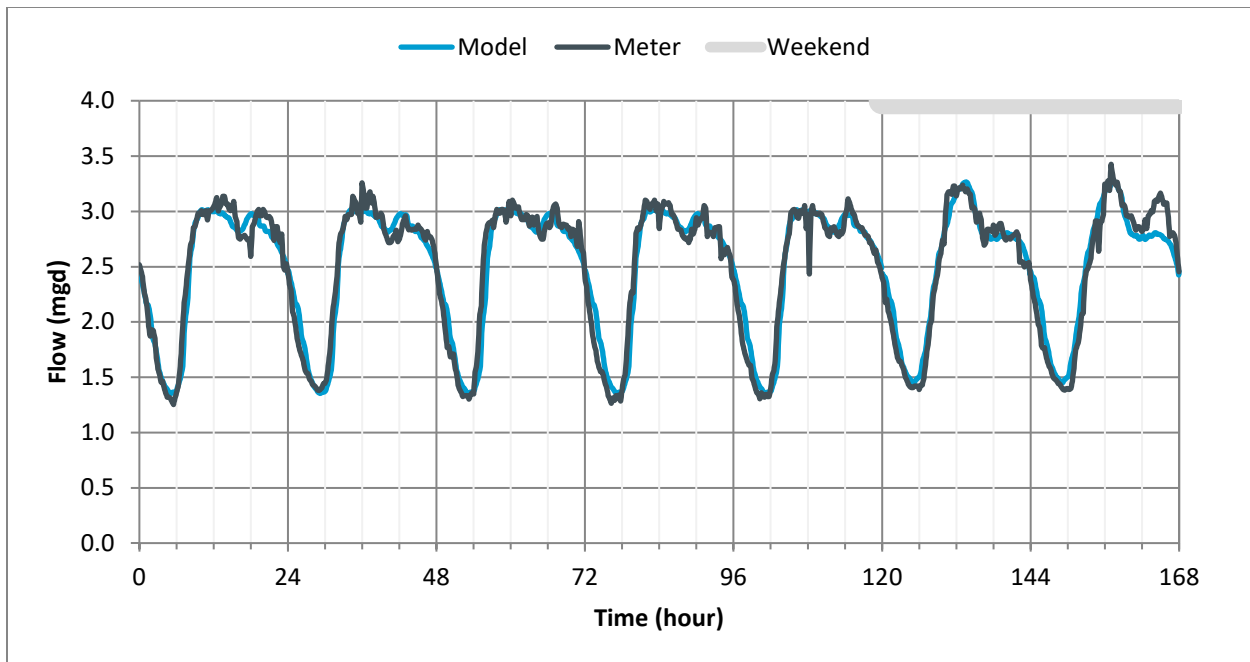


Figure B-9. M09 dry weather calibration

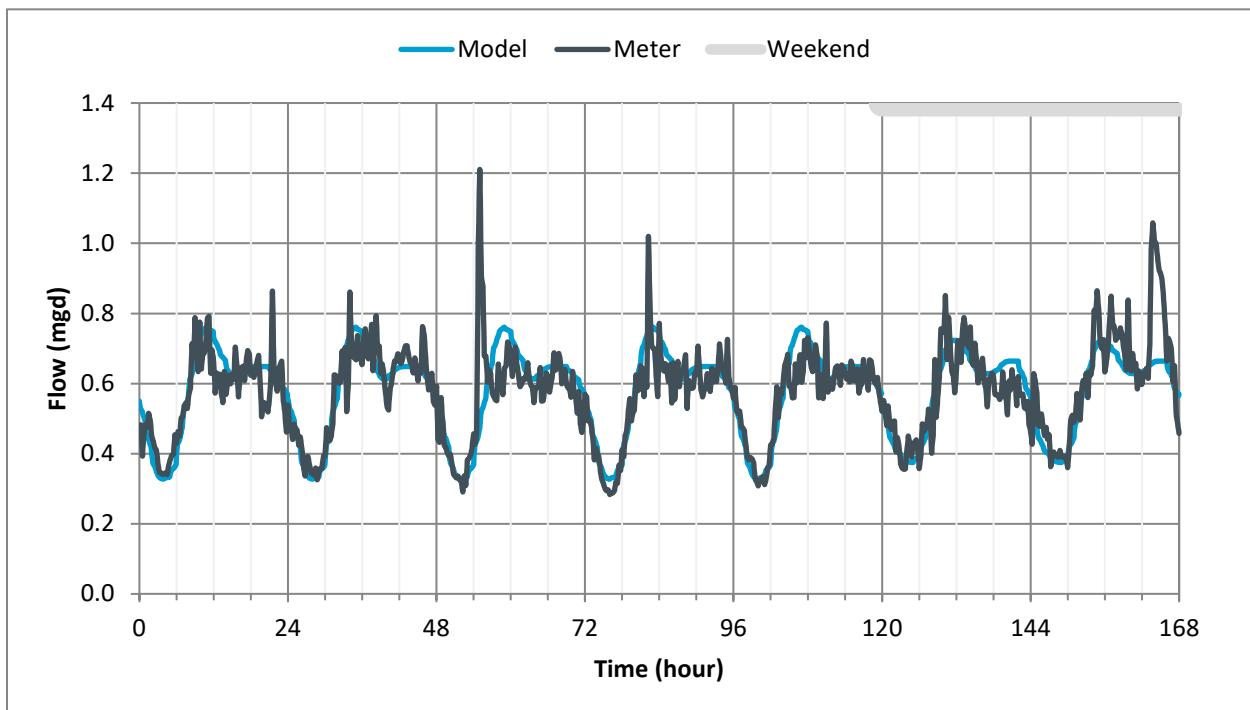


Figure B-10. M10 dry weather calibration

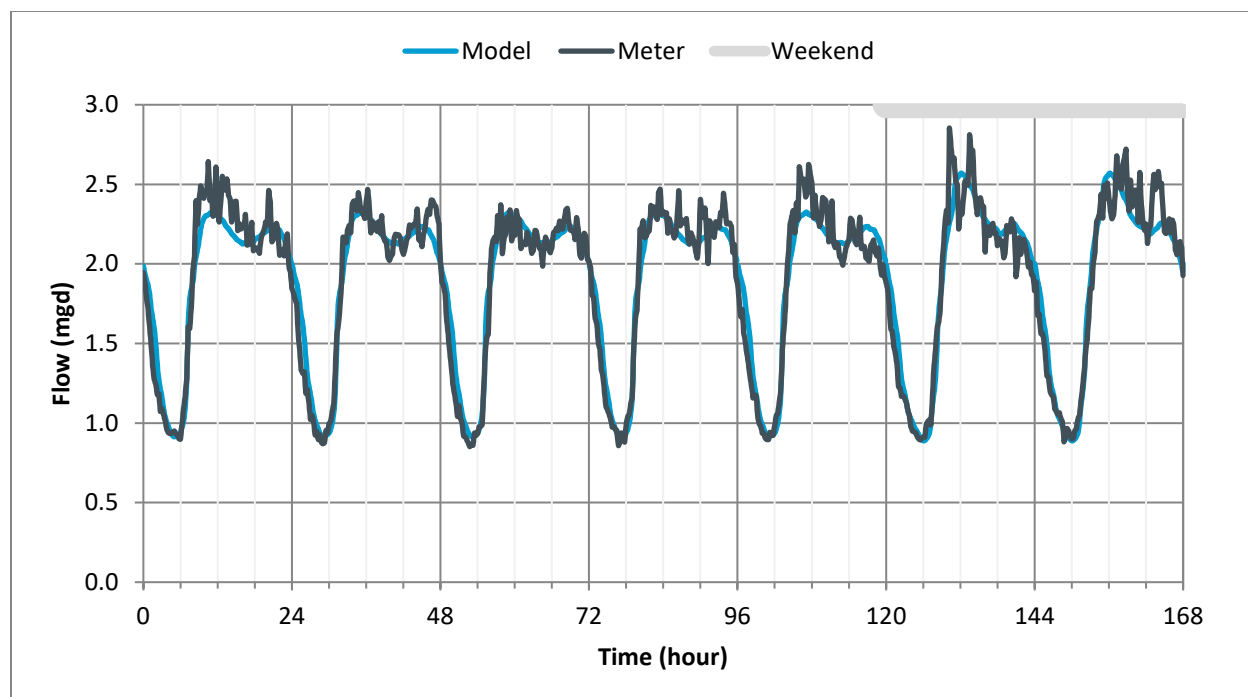


Figure B-11. M11 dry weather calibration

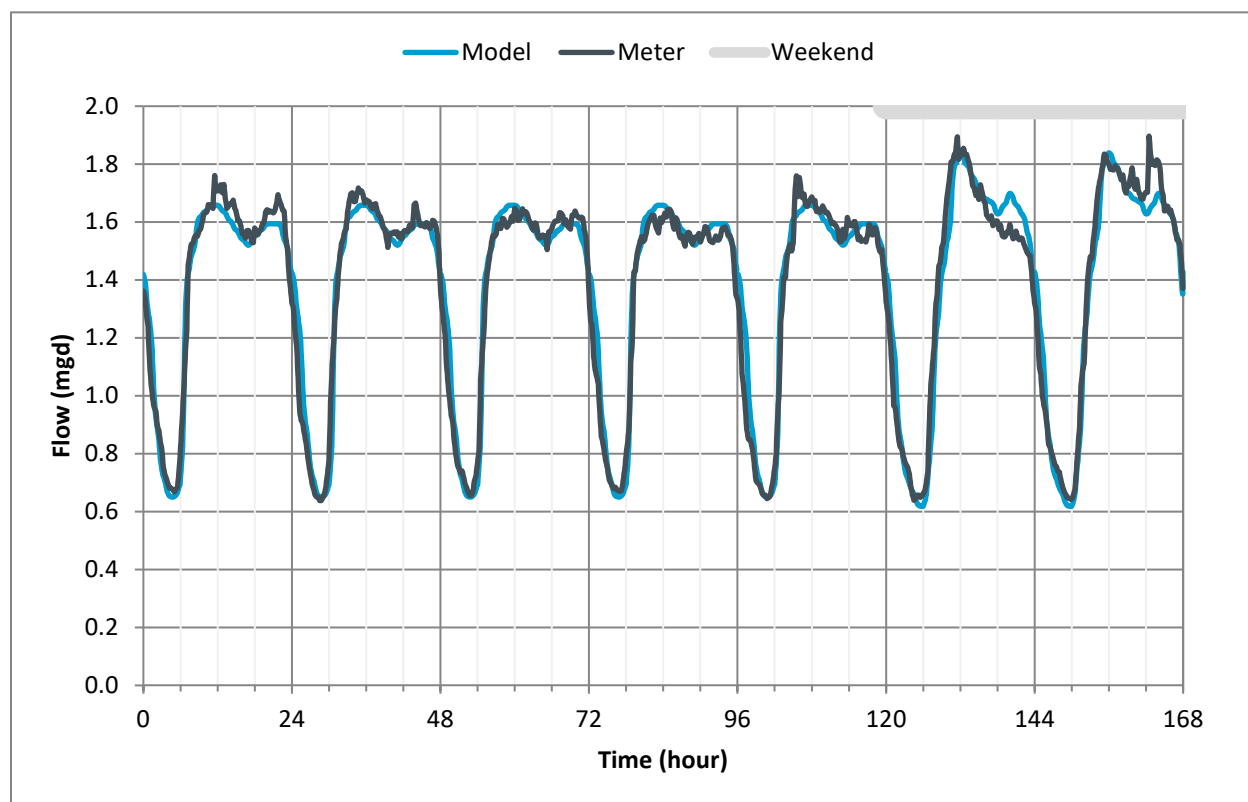


Figure B-12. M12 dry weather calibration

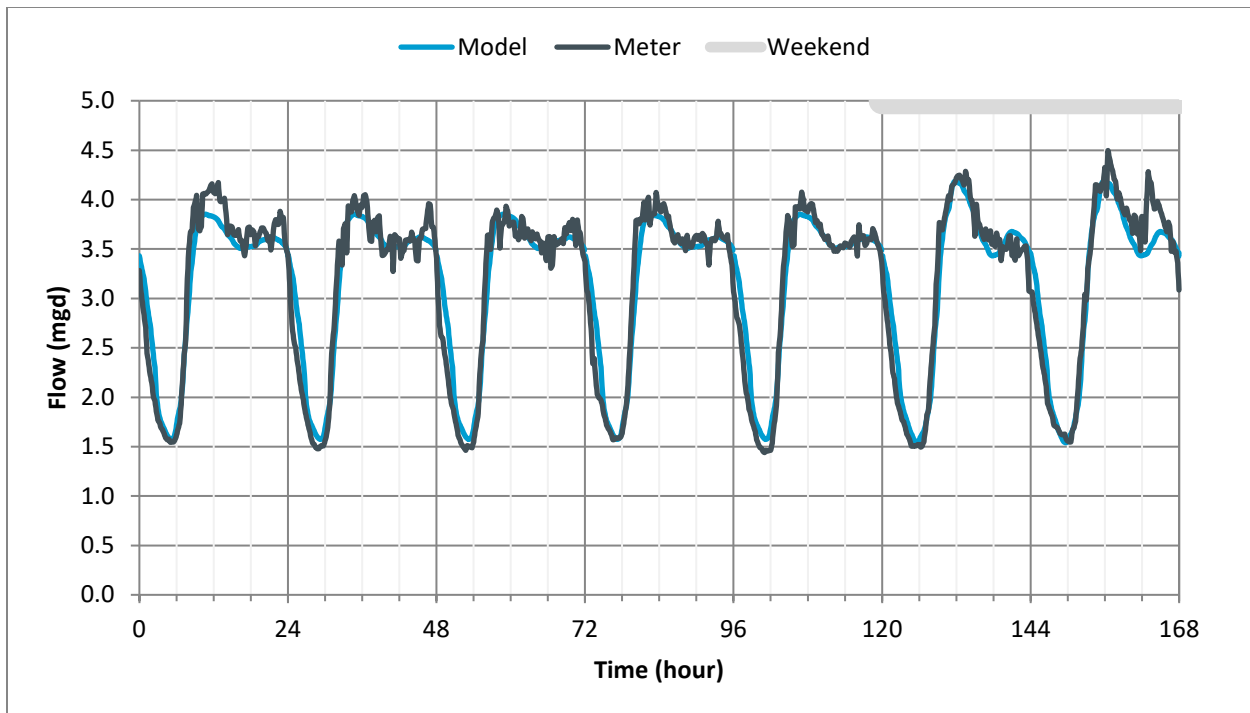


Figure B-13. M13 dry weather calibration

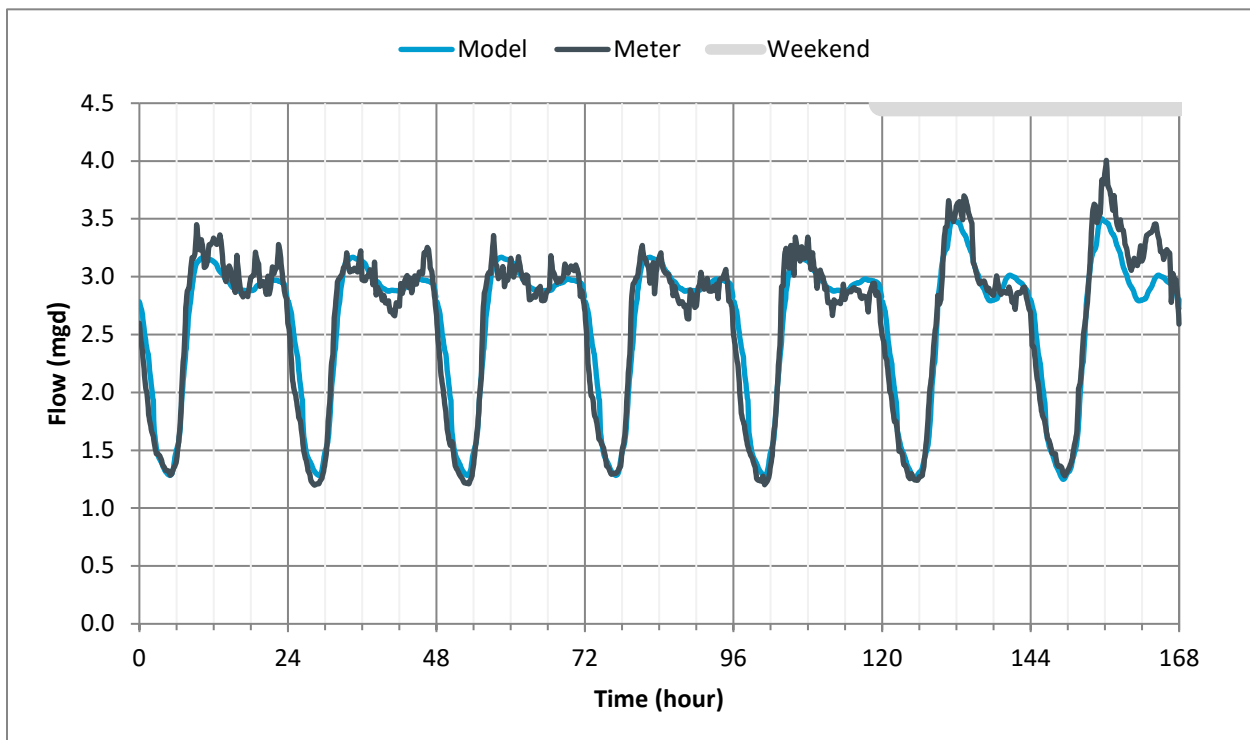


Figure B-14. M14 dry weather calibration

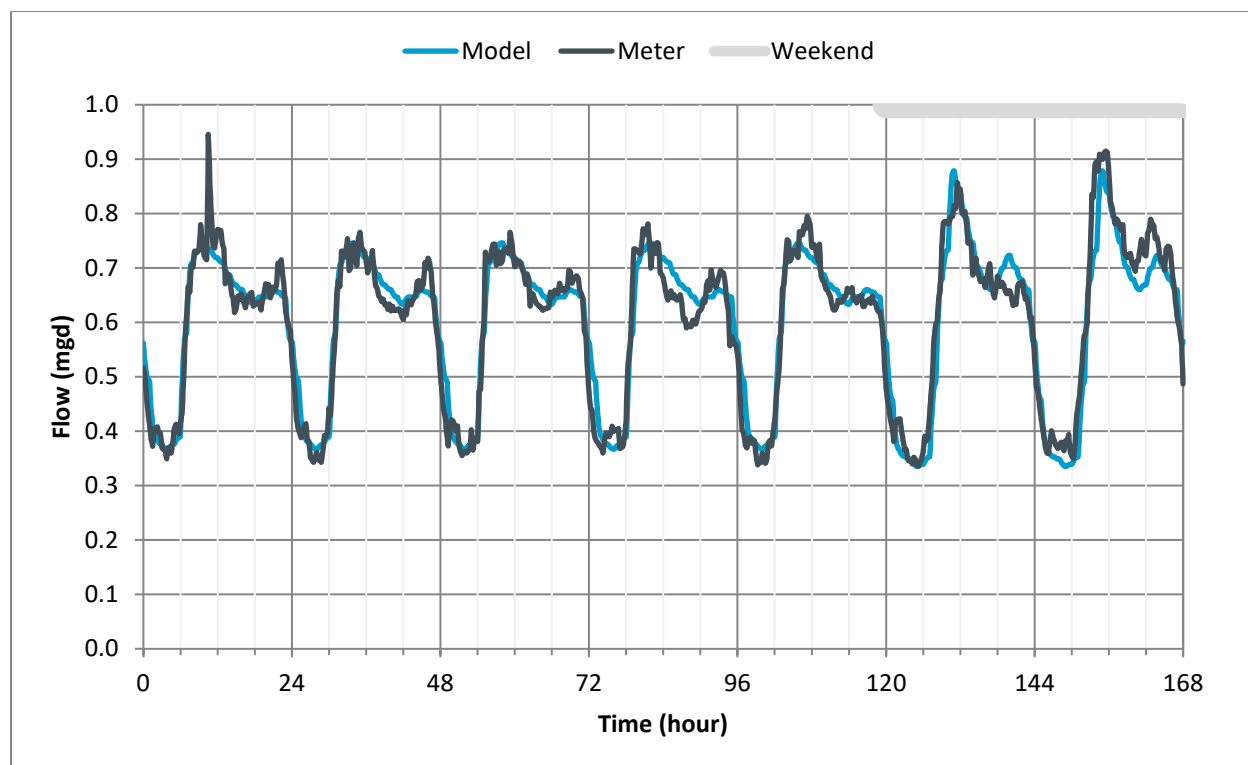


Figure B-15. M15 dry weather calibration

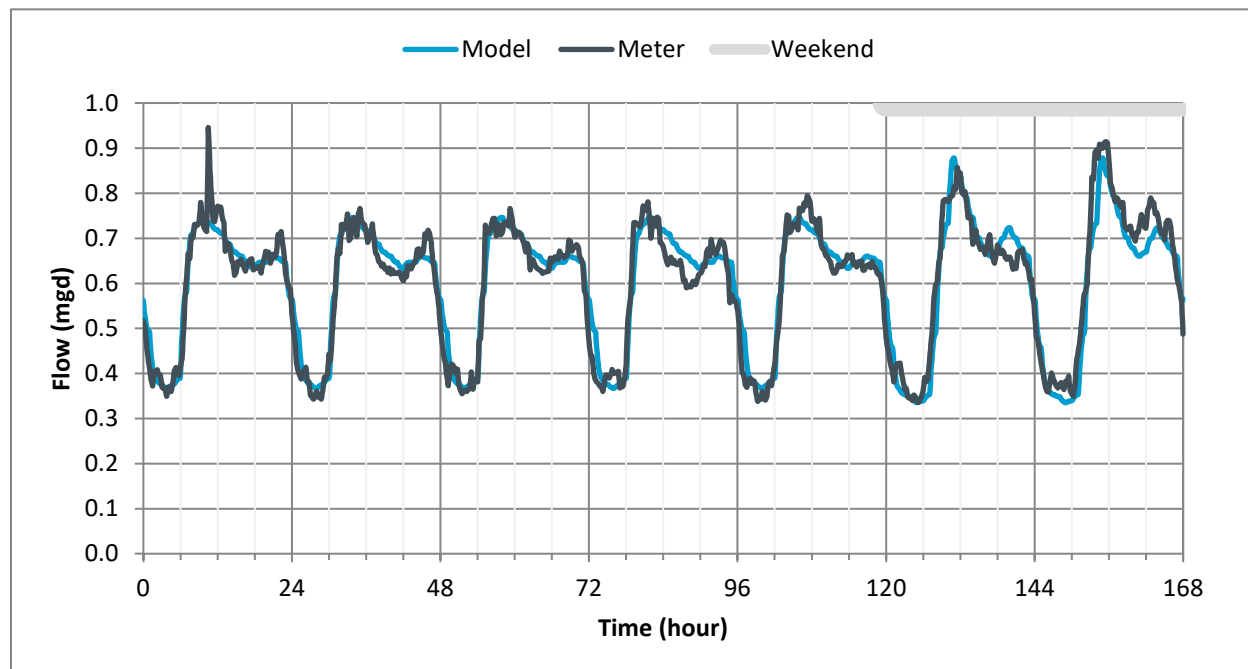


Figure B-16. M16 dry weather calibration

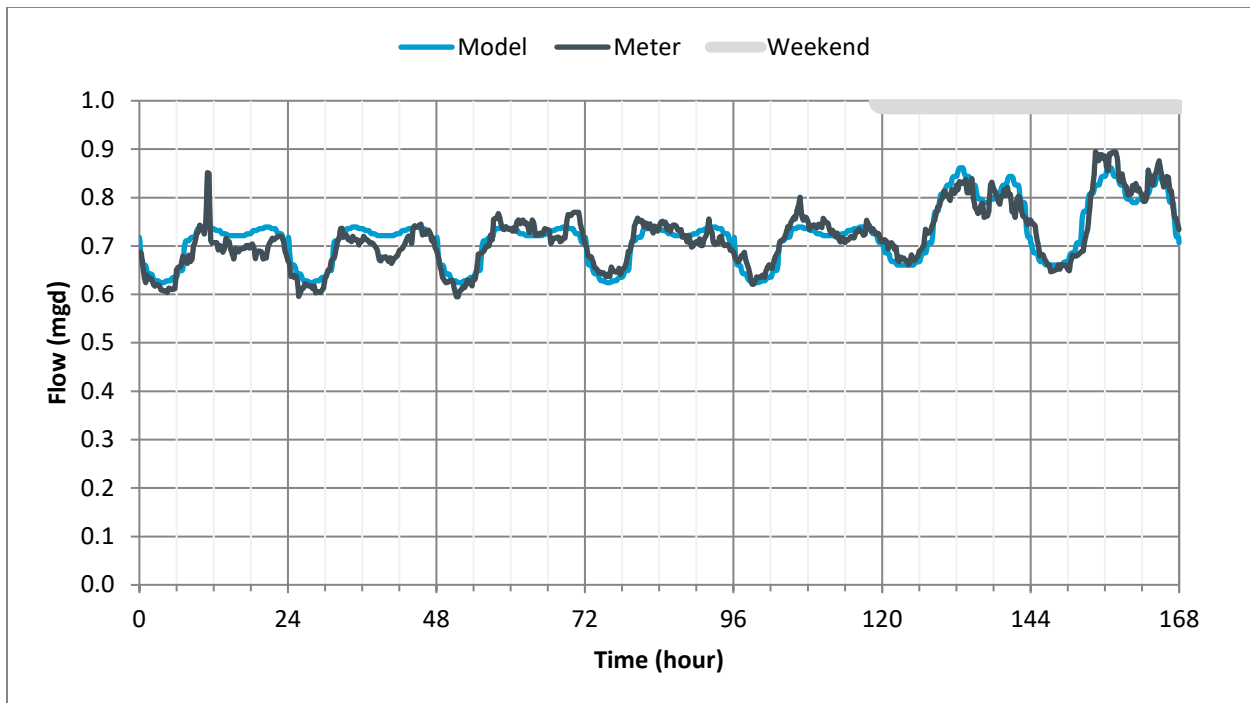


Figure B-17. M17 dry weather calibration

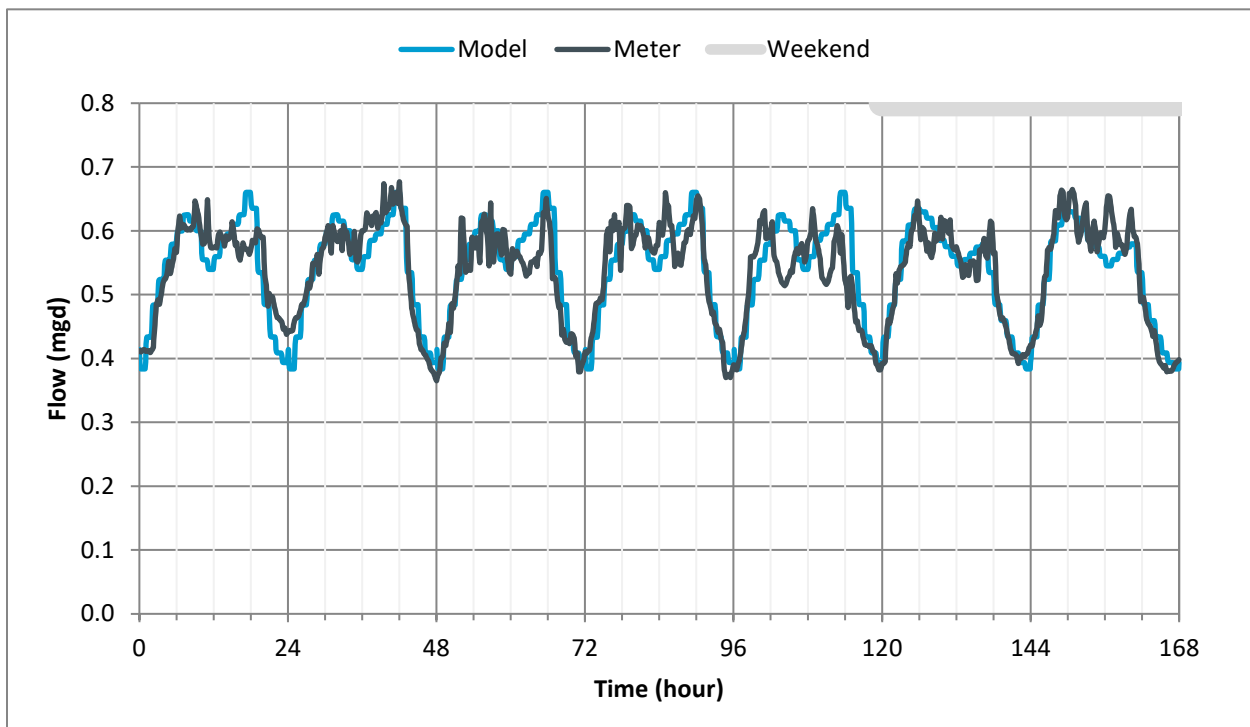


Figure B-18. M18 dry weather calibration

Table B-1. Weekday Diurnal Pattern Peaking Factors

Hour	M01	M02	M03	M04	M05	M06	M07	M08	M09	M10	M11	M12	M13	M14	M15	M16	M17	M18
0	0.8	0.85	0.82	0.84	0.84	0.89	1.17	0.75	0.84	0.77	0.85	0.89	0.73	0.7	0.76	0.86	0.84	0.7
1	0.7	0.76	0.58	0.74	0.48	0.64	1.18	0.55	0.41	0.57	0.6	0.56	0.4	0.45	0.53	0.62	0.79	0.8
2	0.65	0.75	0.48	0.69	0.32	0.44	1.17	0.48	0.1	0.37	0.45	0.39	0.32	0.25	0.5	0.49	0.75	0.9
3	0.62	0.75	0.43	0.64	0.28	0.3	1.15	0.48	0	0.37	0.4	0.32	0.3	0.22	0.48	0.39	0.74	0.98
4	0.6	0.75	0.4	0.64	0.32	0.3	0.73	0.48	0	0.39	0.4	0.32	0.3	0.2	0.5	0.38	0.75	1.04
5	0.62	0.75	0.48	0.64	0.5	0.46	0.42	0.55	0	0.49	0.47	0.37	0.47	0.44	0.53	0.48	0.77	1.09
6	0.72	0.8	0.75	0.79	0.64	0.59	0	0.67	0.74	0.78	0.6	1.03	0.72	0.7	0.95	0.74	0.81	1.13
7	0.9	1	0.94	1.1	1.09	0.99	0.15	0.87	1.25	0.98	0.9	1.11	1.13	1.12	1.24	1.11	0.98	1.18
8	1.1	1.15	1.25	1.14	1.5	1.19	0.49	1.05	1.35	1.23	1.31	1.22	1.32	1.4	1.29	1.25	1	1.16
9	1.2	1.3	1.35	1.14	1.44	1.24	0.67	1.19	1.35	1.42	1.4	1.24	1.32	1.4	1.32	1.3	1.05	1.13
10	1.3	1.4	1.33	1.14	1.41	1.28	0.88	1.24	1.35	1.47	1.35	1.26	1.32	1.4	1.29	1.3	1.06	1.04
11	1.35	1.4	1.3	1.14	1.38	1.33	1.28	1.27	1.35	1.43	1.26	1.26	1.32	1.4	1.26	1.3	1.05	1.01
12	1.3	1.35	1.25	1.06	1.29	1.38	1.31	1.29	1.35	1.29	1.21	1.24	1.32	1.21	1.24	1.21	1.04	1.05
13	1.28	1.32	1.2	1.06	1.19	1.33	1.35	1.29	1.33	1.22	1.13	1.21	1.3	1.13	1.19	1.16	1.02	1.1
14	1.25	1.3	1.2	1.06	1.14	1.28	1.31	1.27	1.25	1.09	1.11	1.18	1.22	1.11	1.15	1.06	1.01	1.12
15	1.21	1.25	1.17	1.1	1.11	1.19	1.3	1.24	1.21	1.09	1.12	1.15	1.13	1.12	1.13	1.01	1.01	1.15
16	1.2	1.22	1.16	1.17	1.07	1.2	1.28	1.21	1.31	1.14	1.22	1.13	1.23	1.22	1.1	1.02	1.01	1.18
17	1.18	1.22	1.14	1.2	1.09	1.2	1.25	1.19	1.33	1.18	1.22	1.16	1.23	1.22	1.07	1.1	1.02	1.25
18	1.15	1.22	1.16	1.2	1.11	1.2	1.22	1.21	1.33	1.18	1.22	1.18	1.23	1.22	1.1	1.2	1.04	1.2
19	1.12	1.25	1.17	1.2	1.14	1.2	1.17	1.24	1.33	1.18	1.25	1.2	1.23	1.25	1.1	1.21	1.05	1
20	1.08	1.28	1.2	1.2	1.19	1.2	1.13	1.24	1.33	1.18	1.3	1.2	1.23	1.3	1.13	1.21	1.06	0.9
21	1	1.3	1.22	1.14	1.29	1.14	1.11	1.22	1.29	1.13	1.2	1.2	1.17	1.25	1.12	1.24	1.05	0.8
22	0.9	1.2	1.17	1.07	1.18	1.06	1.13	1.1	1.21	1.08	1.08	1.14	1.09	1.22	1.1	1.26	1.02	0.75
23	0.8	1	0.85	0.9	1	0.97	1.15	0.92	0.99	0.97	0.95	1.04	0.97	1.07	0.92	1.1	0.97	0.72

Table B-2. Weekend Diurnal Pattern Peaking Factors

Hour	M01	M02	M03	M04	M05	M06	M07	M08	M09	M10	M11	M12	M13	M14	M15	M16	M17	M18
0	0.8	0.95	0.78	0.84	0.83	0.87	0.35	0.75	0.84	0.72	0.75	0.83	0.82	0.71	0.68	0.81	0.91	0.8
1	0.75	0.9	0.63	0.74	0.52	0.63	0.3	0.55	0.35	0.59	0.67	0.52	0.59	0.46	0.48	0.67	0.86	0.9
2	0.7	0.85	0.47	0.69	0.42	0.43	0.3	0.48	0.05	0.54	0.57	0.39	0.41	0.34	0.45	0.53	0.84	0.98
3	0.65	0.85	0.39	0.64	0.34	0.29	0.4	0.48	0	0.49	0.47	0.34	0.27	0.28	0.44	0.39	0.84	1.1
4	0.6	0.85	0.41	0.64	0.34	0.29	0.6	0.48	0	0.49	0.43	0.29	0.27	0.23	0.41	0.35	0.84	1.15
5	0.65	0.85	0.44	0.64	0.42	0.3	1.7	0.55	0.3	0.54	0.41	0.29	0.4	0.34	0.42	0.34	0.86	1.2
6	0.7	0.9	0.62	0.79	0.52	0.39	1.85	0.67	0.56	0.69	0.49	0.47	0.55	0.5	0.45	0.44	0.91	1.19
7	0.8	1	0.83	1.1	0.85	0.59	1.8	0.87	0.93	0.88	0.78	0.86	0.91	0.79	0.75	0.92	0.97	1.17
8	0.9	1.2	1.07	1.14	1.13	1.28	1.6	1.05	1.15	1.06	1.32	1.05	1.12	1.38	1.17	1.17	1.15	1.14
9	1	1.3	1.21	1.14	1.52	1.47	1.31	1.19	1.3	1.25	1.61	1.16	1.22	1.73	1.29	1.27	1.25	1.1
10	1.1	1.6	1.31	1.14	1.47	1.62	1.3	1.24	1.5	1.37	1.55	1.39	1.33	1.77	1.61	1.37	1.3	1.08
11	1.15	1.7	1.41	1.14	1.45	1.62	1.28	1.27	1.6	1.37	1.5	1.43	1.36	1.82	1.52	1.42	1.35	1.05
12	1.12	1.65	1.52	1.06	1.39	1.57	1.25	1.29	1.7	1.32	1.42	1.39	1.36	1.77	1.42	1.35	1.4	1.02
13	1.1	1.6	1.36	1.06	1.32	1.52	1.22	1.29	1.6	1.27	1.37	1.35	1.33	1.64	1.32	1.27	1.35	1.04
14	1.08	1.55	1.26	1.06	1.25	1.28	1.17	1.27	1.29	1.17	1.27	1.3	1.27	1.31	1.22	1.2	1.3	1.06
15	1.05	1.5	1.16	1.1	1.14	1.16	1.13	1.24	1.19	1.13	1.09	1.28	1.23	1.02	1.17	1.16	1.22	1.08
16	1.02	1.45	1.16	1.17	1.11	1.11	1.11	1.21	1.22	1.13	1.09	1.27	1.2	0.88	1.13	1.11	1.2	1.09
17	1	1.41	1.16	1.2	1.08	1.11	1.1	1.19	1.28	1.13	1.09	1.23	1.2	0.93	1.15	1.11	1.22	1
18	0.98	1.4	1.16	1.2	1.11	1.11	1.08	1.21	1.32	1.17	1.09	1.26	1.23	0.98	1.22	1.2	1.25	0.9
19	0.96	1.38	1.21	1.2	1.14	1.11	1.06	1.24	1.35	1.22	1.09	1.3	1.26	1.07	1.27	1.23	1.3	0.85
20	0.94	1.35	1.21	1.2	1.22	1.11	1	1.24	1.32	1.22	1.09	1.26	1.28	1.12	1.22	1.25	1.35	0.8
21	0.92	1.3	1.26	1.14	1.27	1.09	0.92	1.22	1.3	1.22	1.04	1.23	1.26	1.07	1.17	1.25	1.3	0.75
22	0.9	1.2	1.11	1.07	1.14	1.09	0.85	1.1	1.2	1.08	0.96	1.16	1.18	1.02	1.13	1.2	1.2	0.72
23	0.88	1	0.86	0.9	1.02	0.96	0.5	0.92	0.84	0.95	0.85	0.95	0.95	0.84	0.91	0.99	1	0.7

Appendix C: Recommended Pipe Upsizing

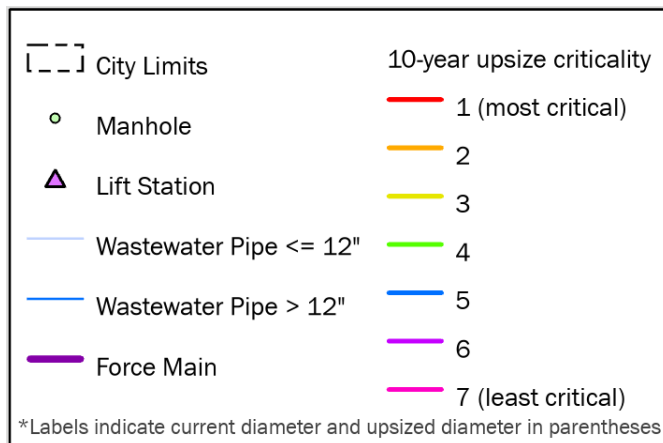


Appendix C

Recommended Pipe Upsizing

This appendix contains figures of recommended pipe upsizing based on the system evaluation under existing and future flows. Figure C-1 shows recommendations for the entire system. The number inside of each box in the figure refers to the figure number that shows each area in more detail. Figures C-2 to C-15 show zoomed-in views of the recommendations. Each figure indicates the criticality of the recommended upgrades on a scale of 1 (most critical) to 7 (least critical). The ranking was assigned based on the criteria listed in Section 5.2. Table C-1 lists all pipe upsizing projects recommended based on the 10-year flow projections.

The following legend applies to Figures C-2 to C-15:



As discussed in Section 5.2 of the report, the upsizing criticality rankings are defined as follows:

1. Capacity deficiency under existing dry-weather flows
2. Capacity deficiency under existing peak wet-weather flows
3. Capacity deficiency under projected 10-year dry-weather flows
4. Capacity deficiency under projected 10-year peak wet-weather flows, surcharge > 2 feet, freeboard < 5 feet
5. Capacity deficiency under projected 10-year peak wet-weather flows, surcharge > 2 feet, freeboard > 5 feet
6. Capacity deficiency under projected 10-year peak wet-weather flows, surcharge < 2 feet, freeboard < 5 feet
7. Capacity deficiency under projected 10-year peak wet-weather flows, surcharge < 2 feet, freeboard > 5 feet

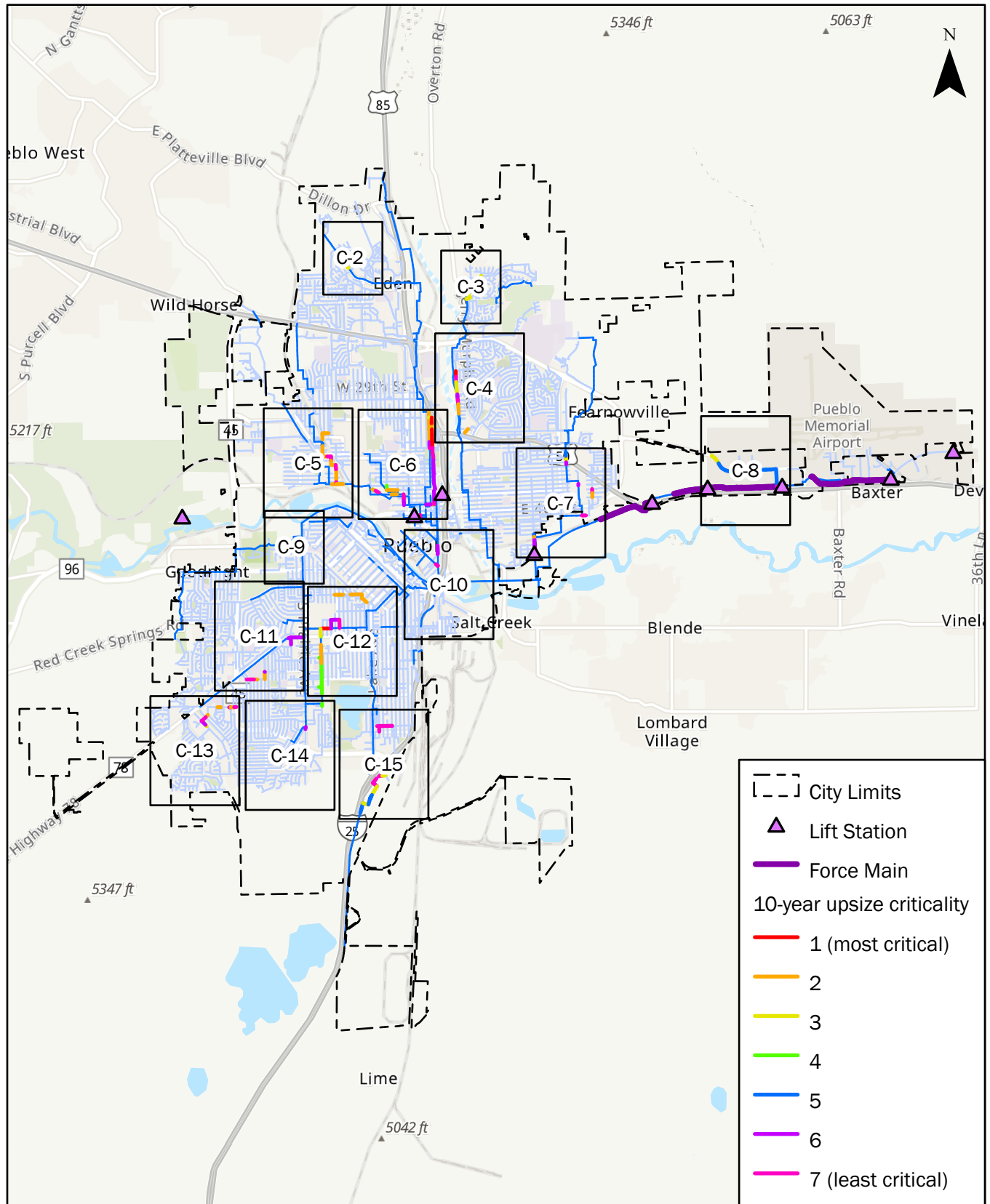


Figure C-1. Recommended pipe improvement projects

Brown AND Caldwell

C-3

Use of contents on this sheet is subject to the limitations specified in Section 1.

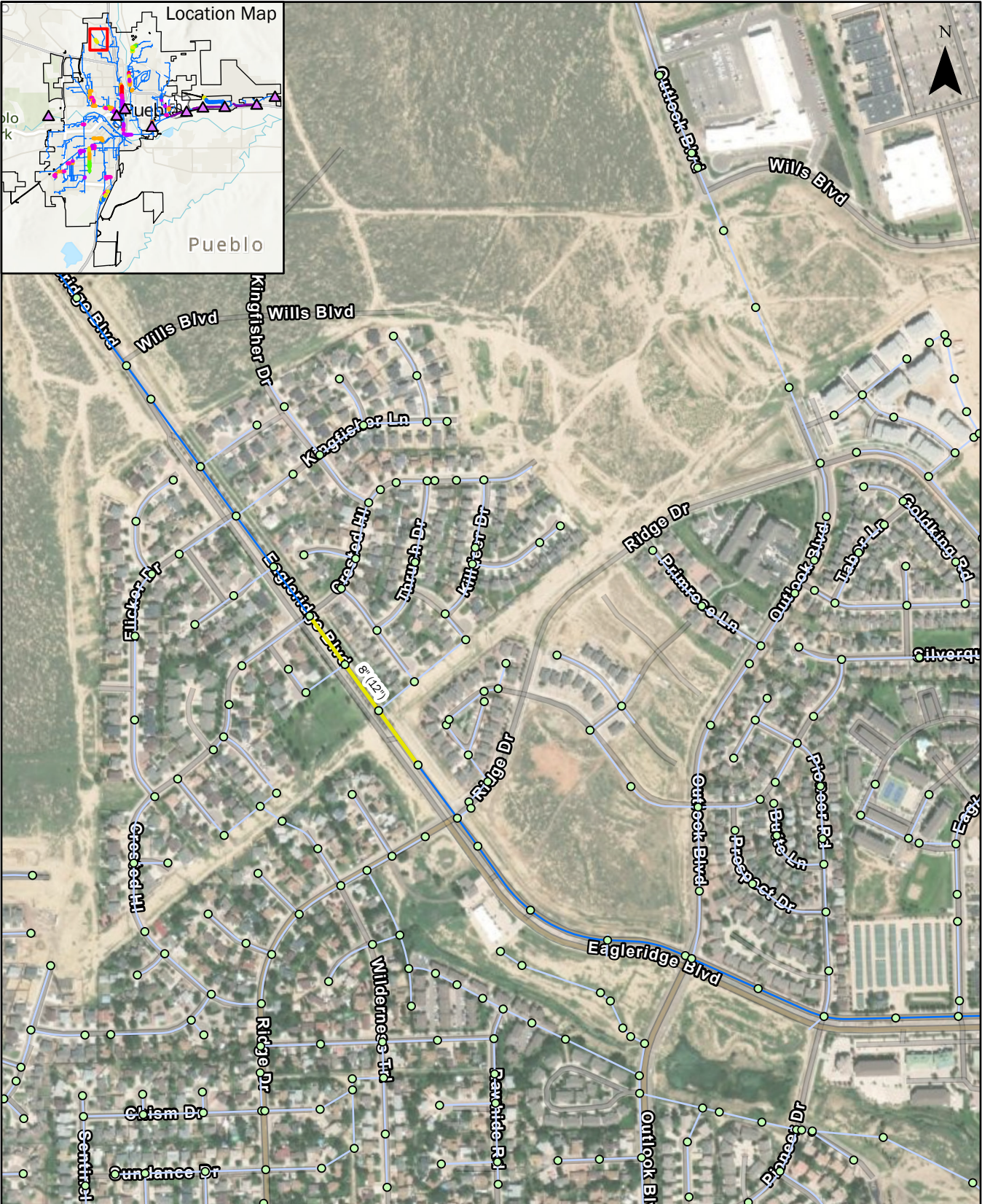


Figure C-2. Recommended pipe improvement projects



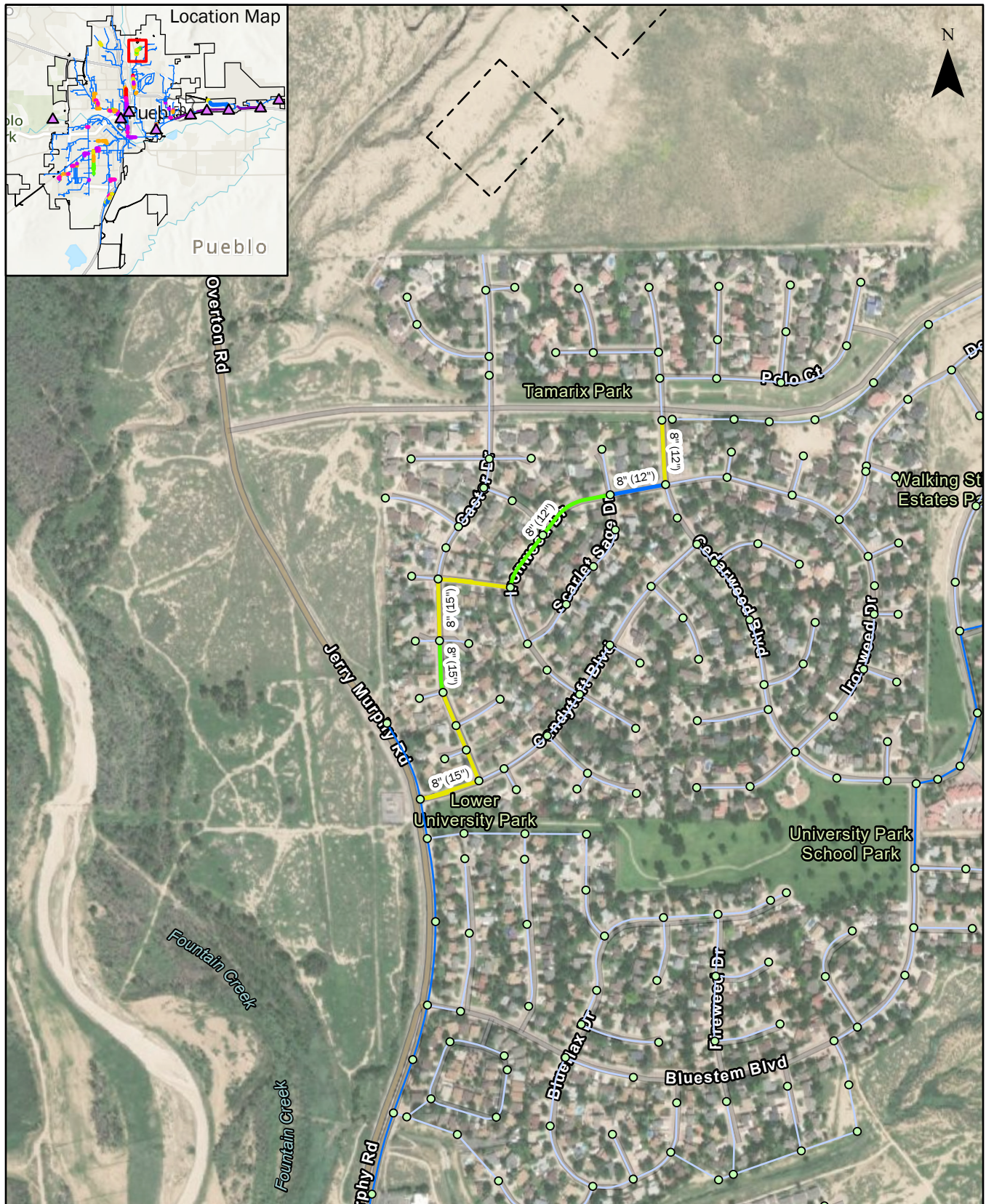


Figure C-3. Recommended pipe improvement projects

Brown AND Caldwell

C-5

Use of contents on this sheet is subject to the limitations specified in Section 1.

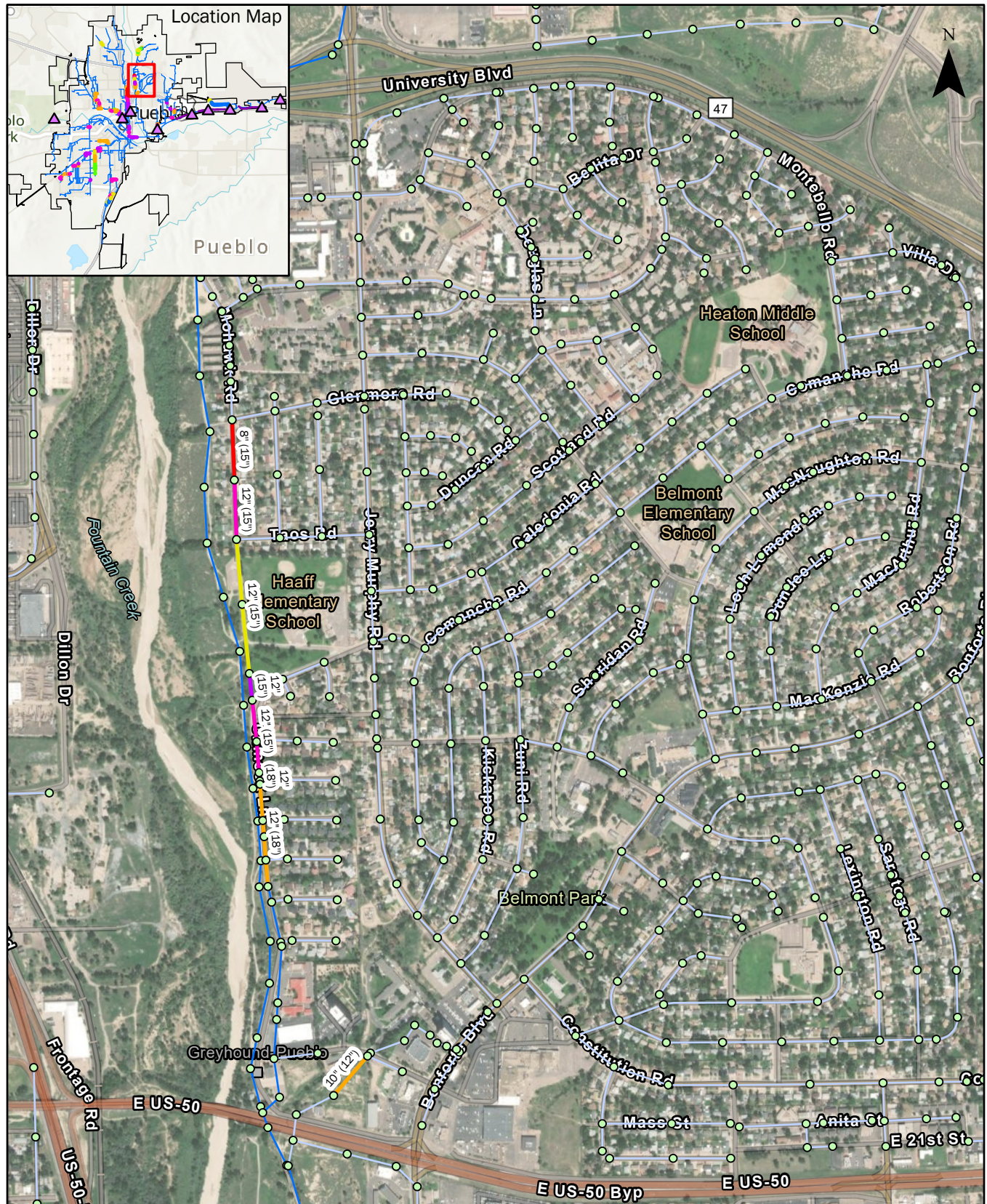


Figure C-4. Recommended pipe improvement projects

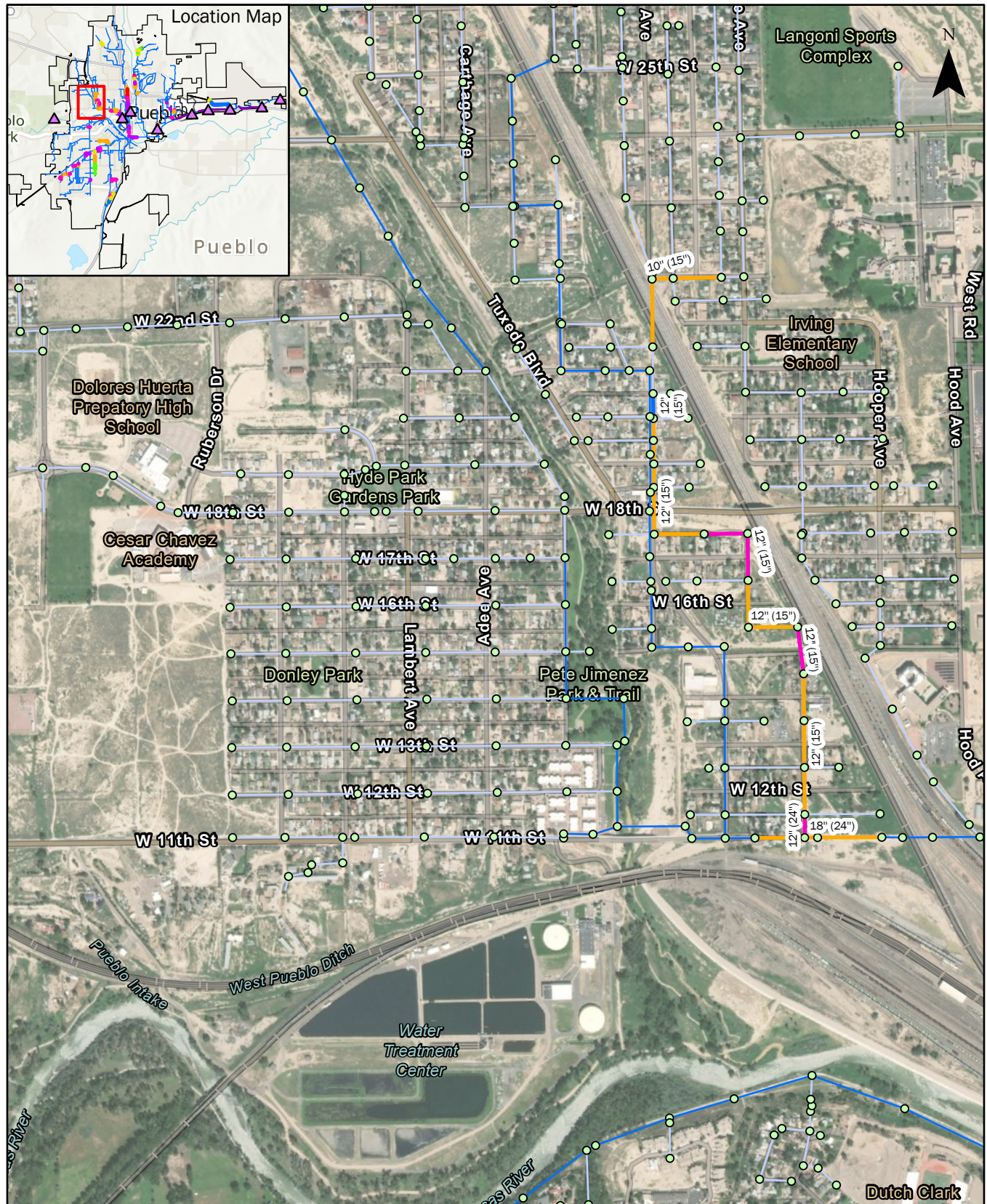


Figure C-5. Recommended pipe improvement projects

Brown AND Caldwell

C-7

Use of contents on this sheet is subject to the limitations specified in Section 1.

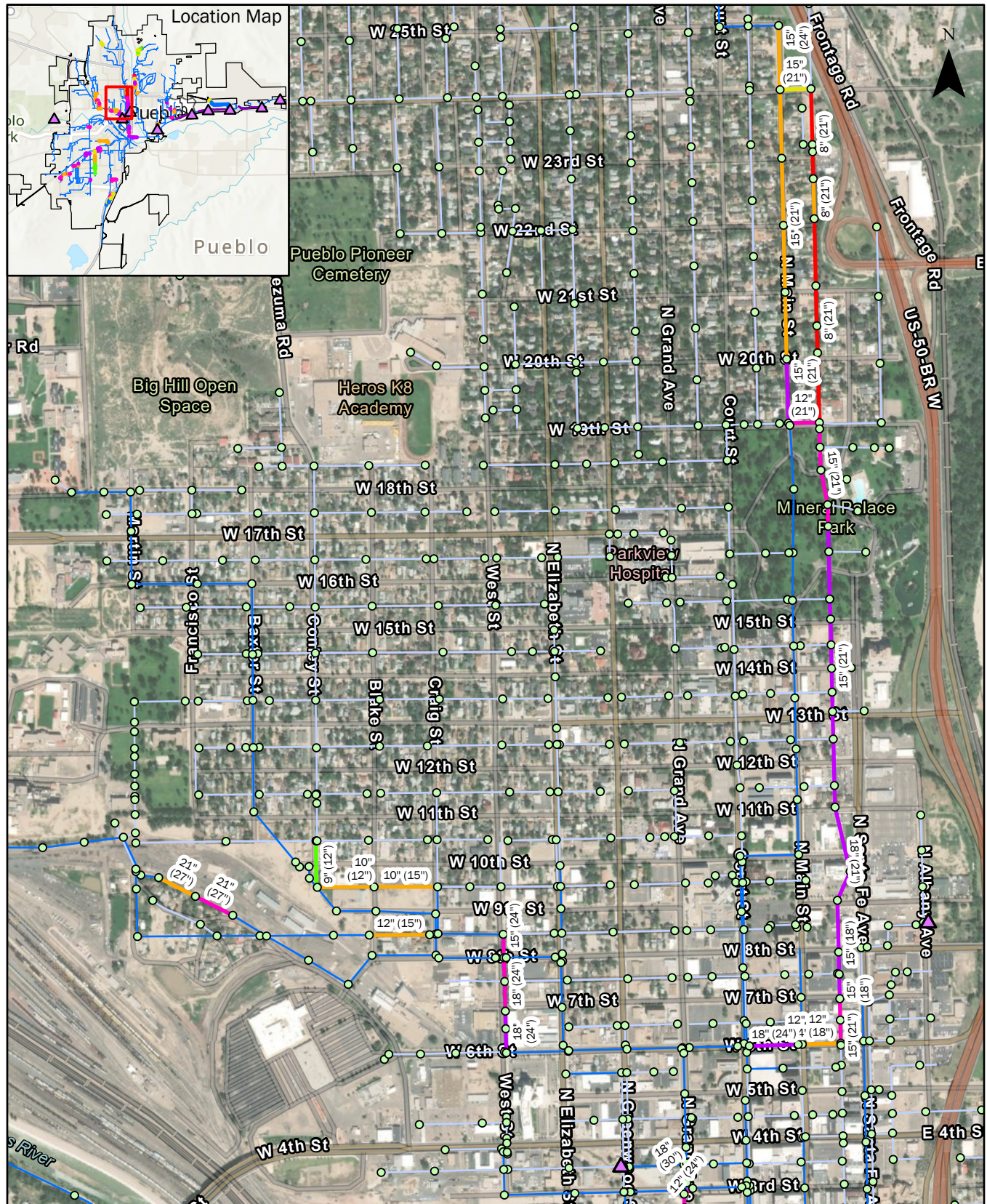


Figure C-6. Recommended pipe improvement projects

Brown AND Caldwell

C-8

Use of contents on this sheet is subject to the limitations specified in Section 1.

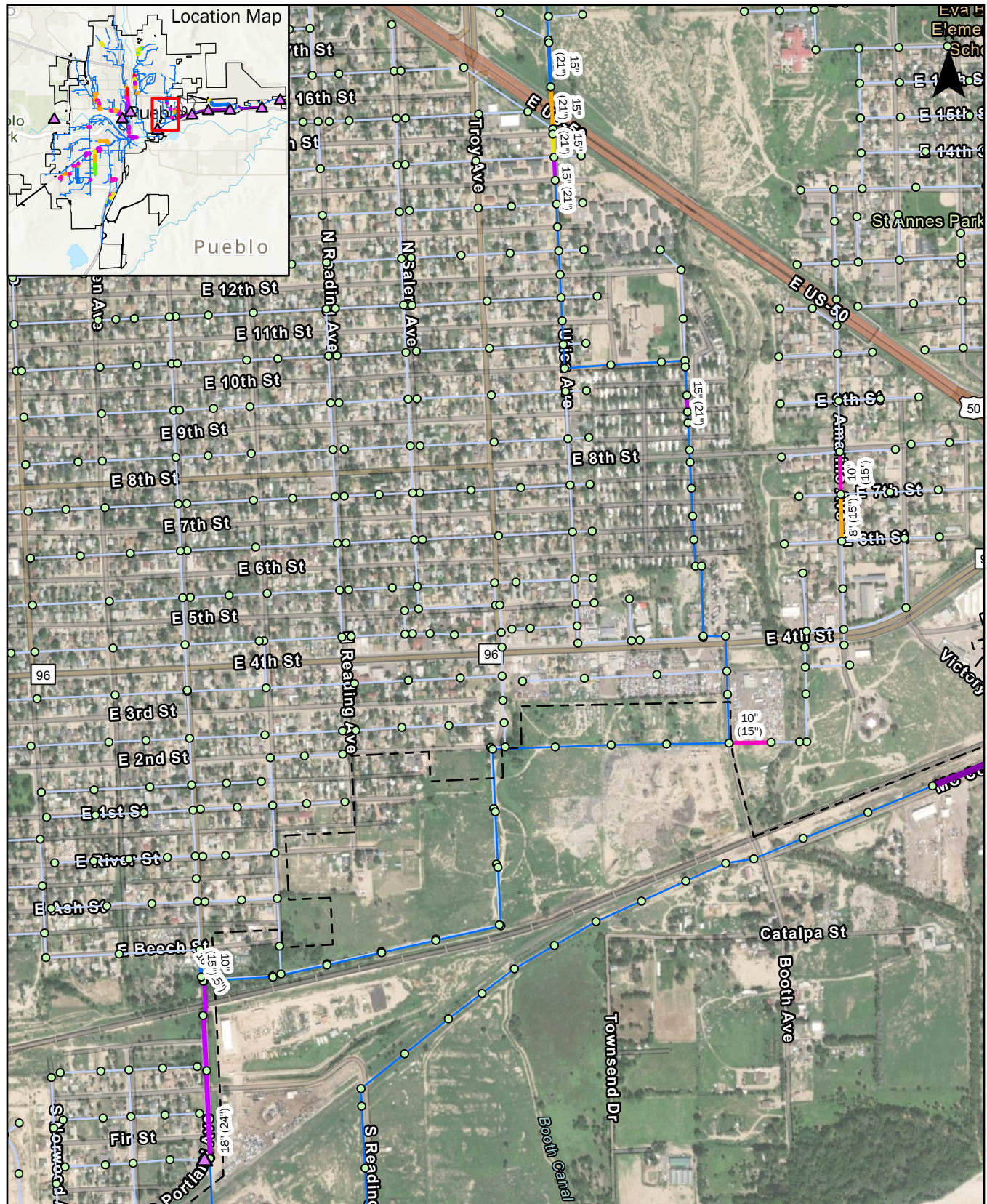


Figure C-7. Recommended pipe improvement projects

Brown AND Caldwell

C-9

Use of contents on this sheet is subject to the limitations specified in Section 1.

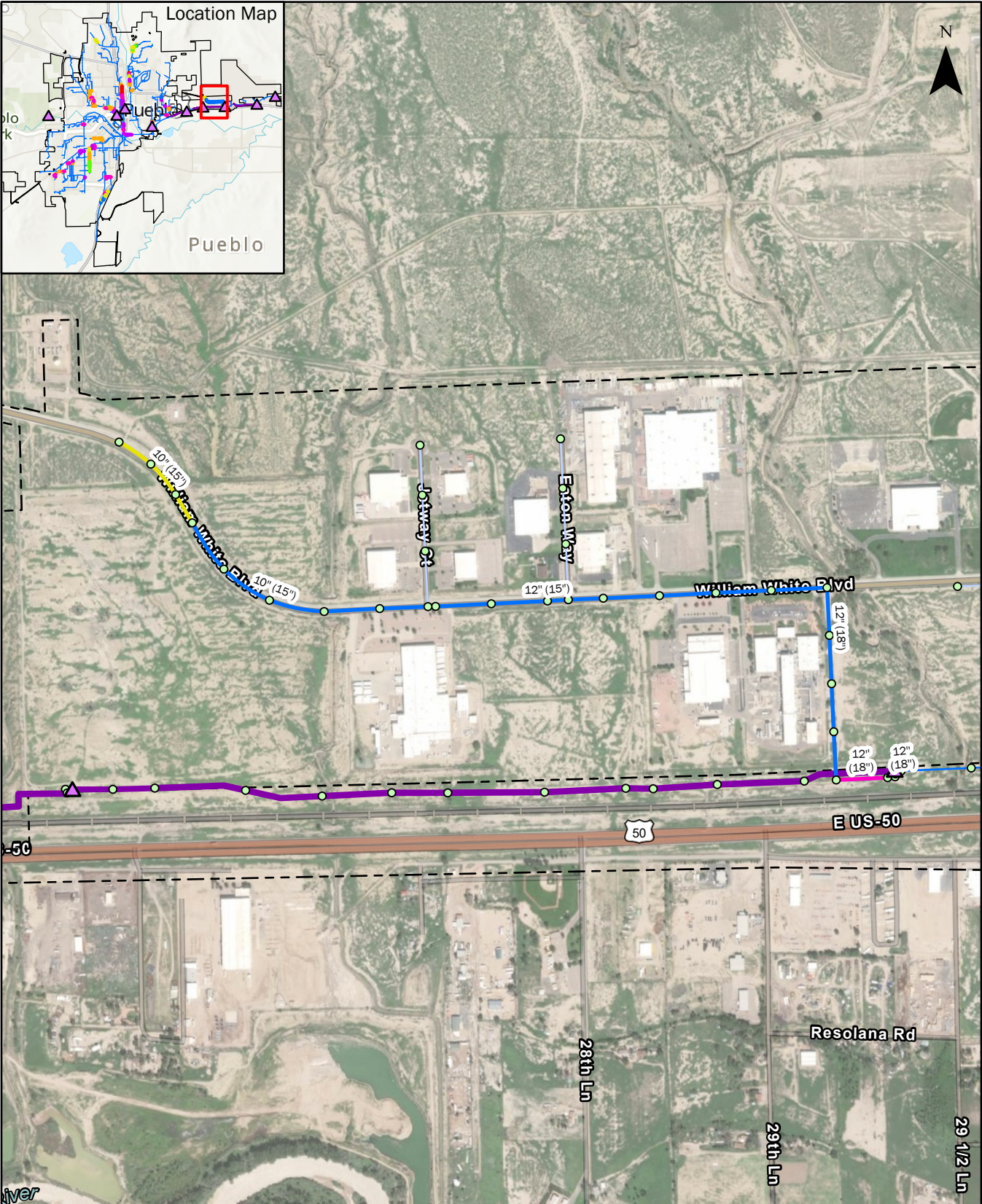


Figure C-8. Recommended pipe improvement projects



C-10

Use of contents on this sheet is subject to the limitations specified in Section 1.

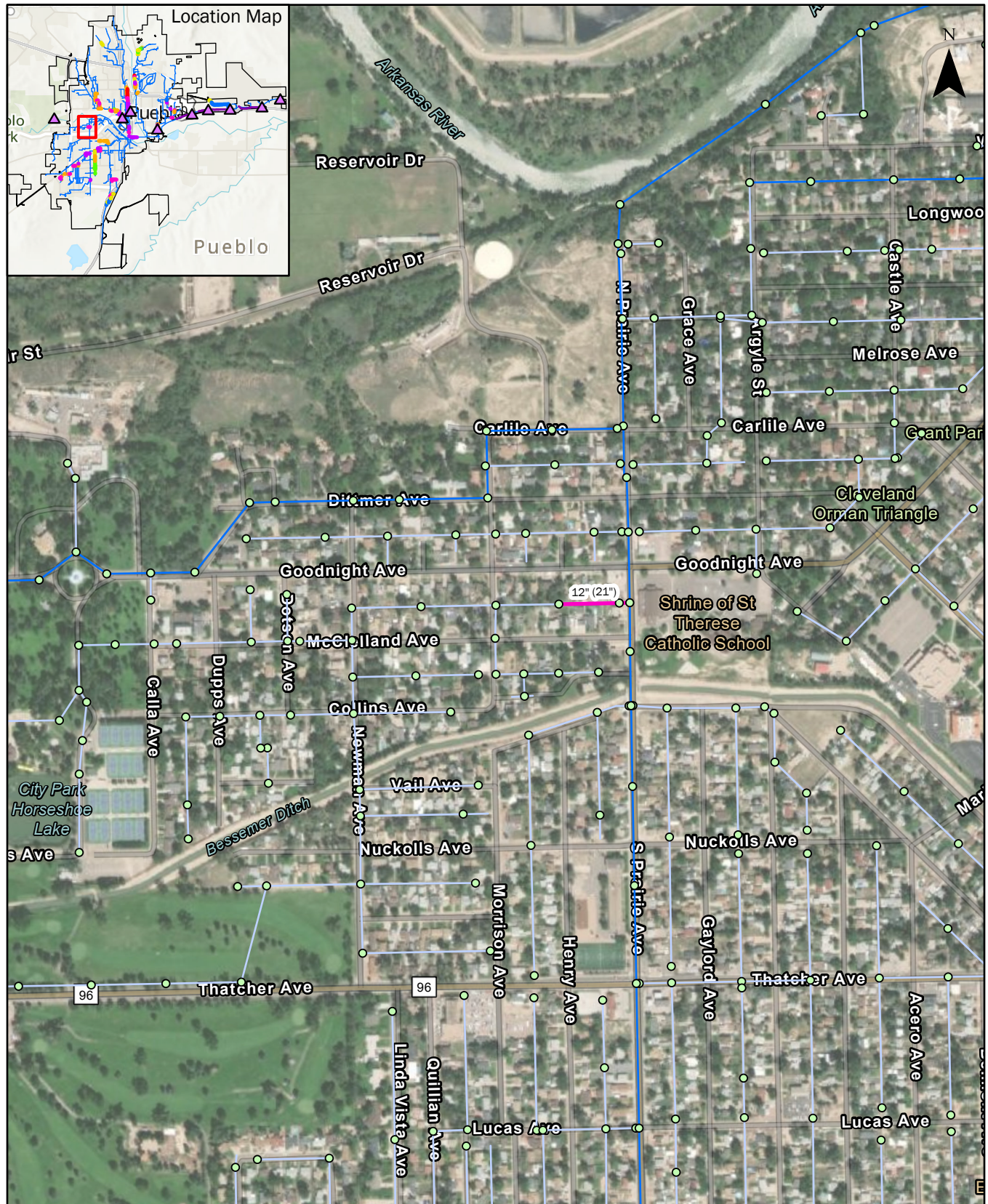


Figure C-9. Recommended pipe improvement projects

Brown AND Caldwell

C-11

Use of contents on this sheet is subject to the limitations specified in Section 1.

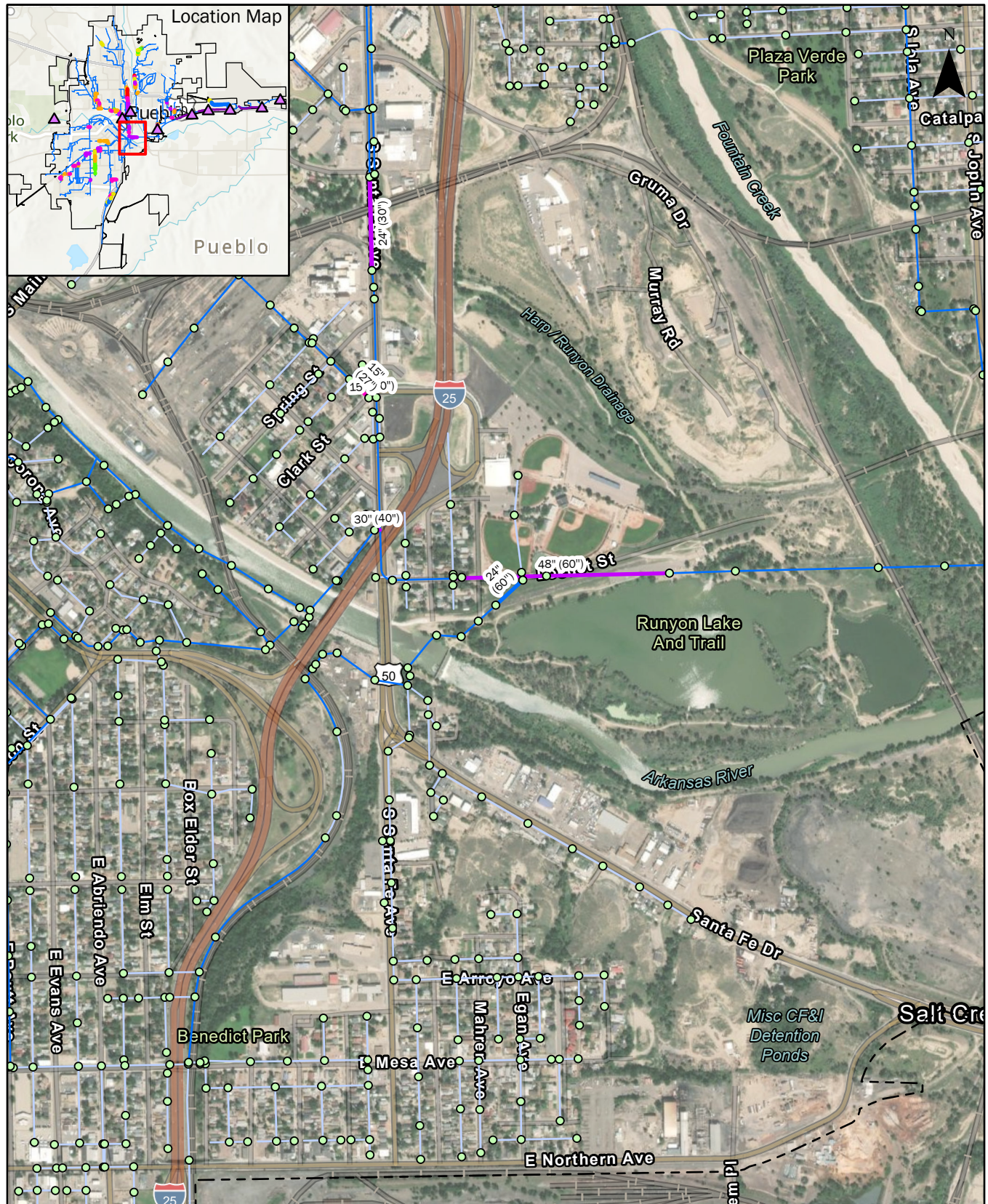


Figure C-10. Recommended pipe improvement projects

Brown AND Caldwell

C-12

Use of contents on this sheet is subject to the limitations specified in Section 1.

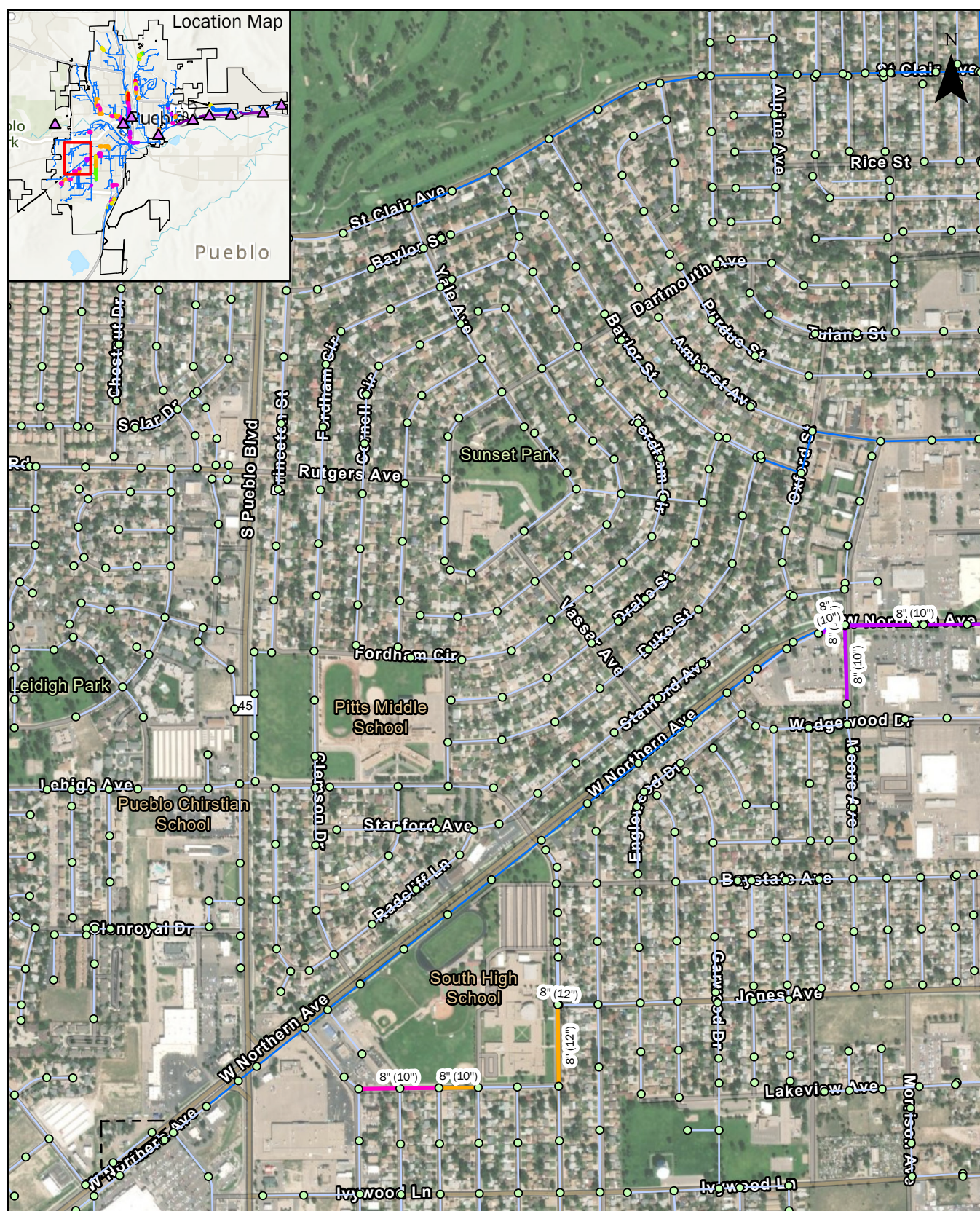


Figure C-11. Recommended pipe improvement projects



C-13

Use of contents on this sheet is subject to the limitations specified in Section 1.

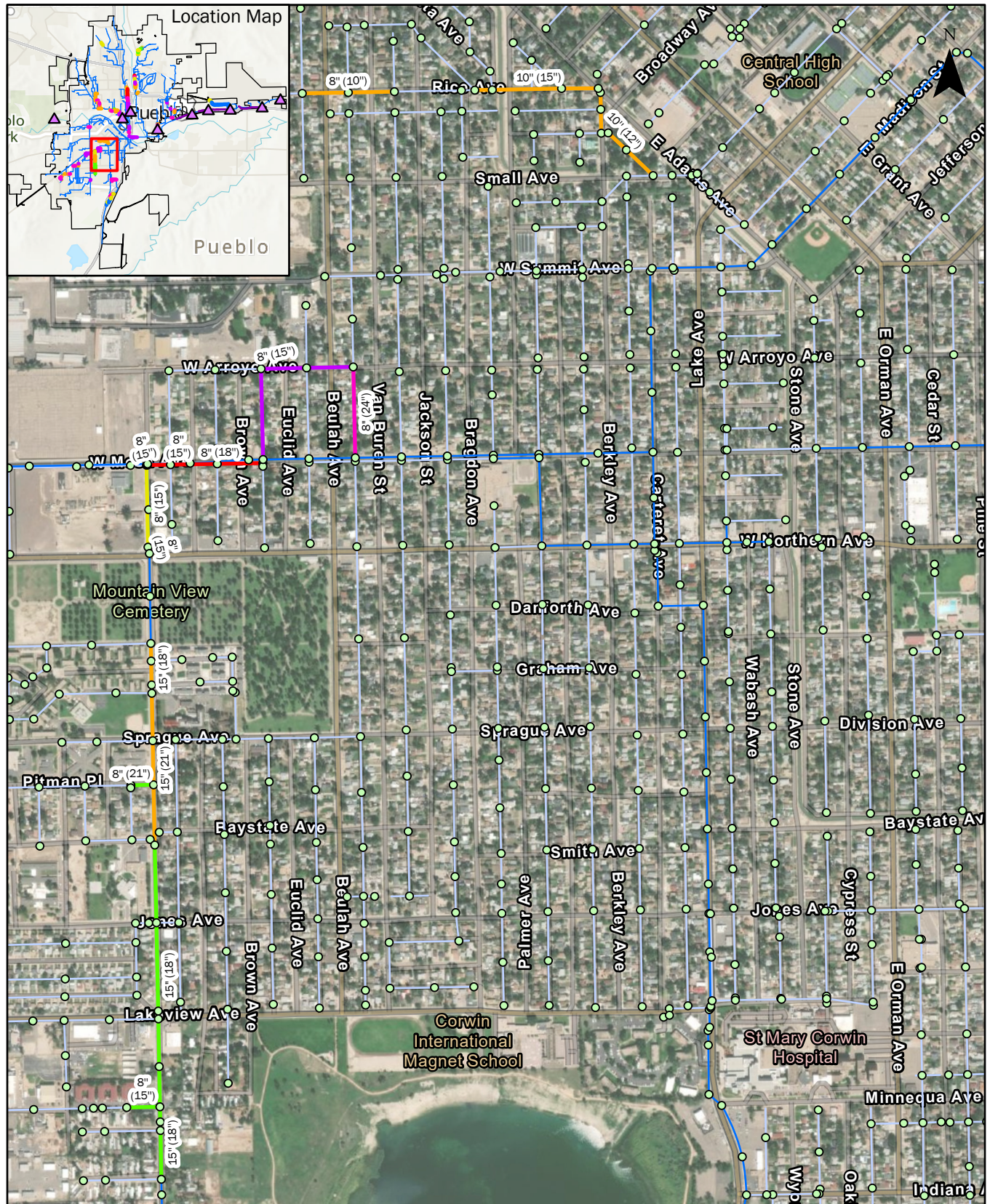


Figure C-12. Recommended pipe improvement projects

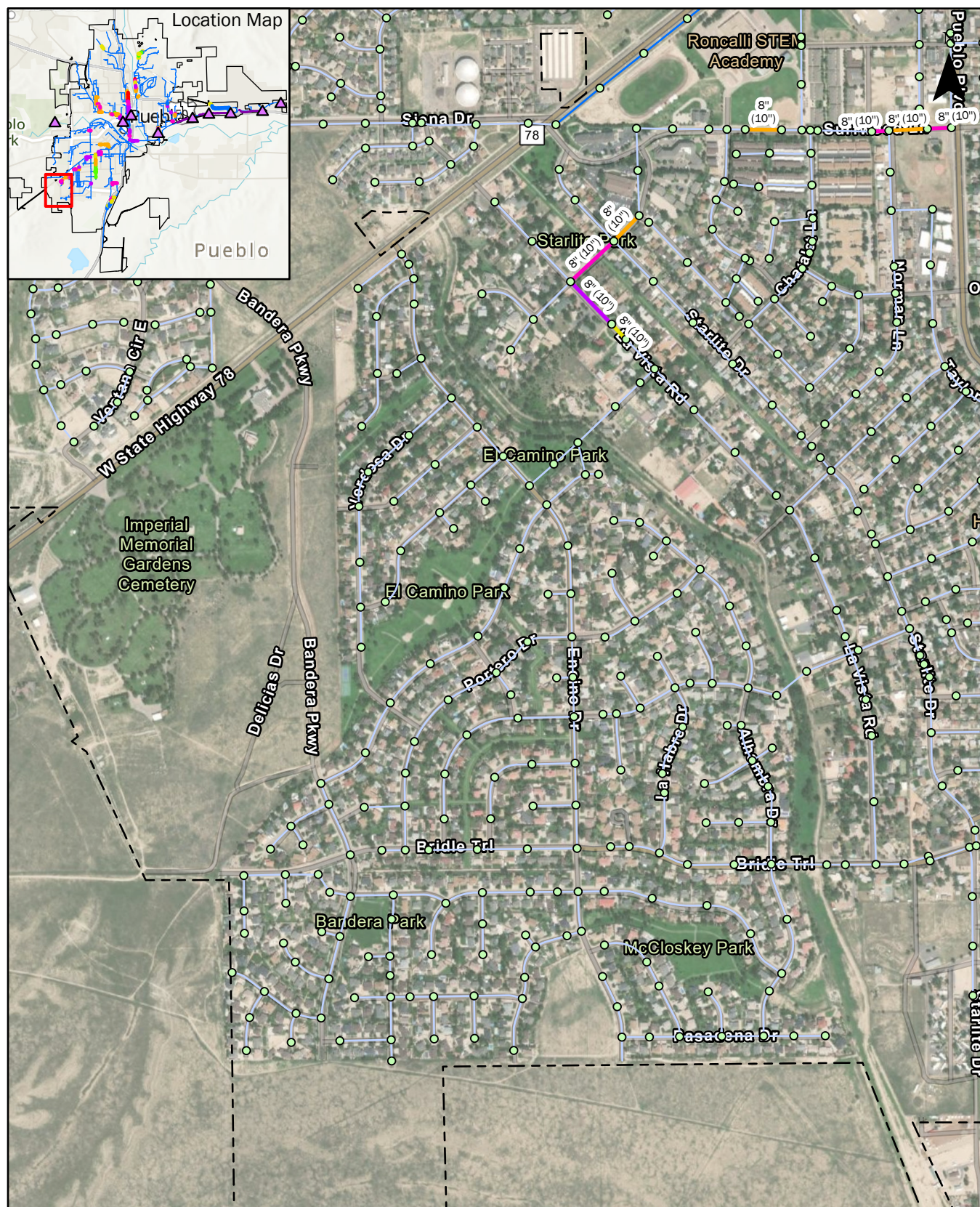


Figure C-13. Recommended pipe improvement projects

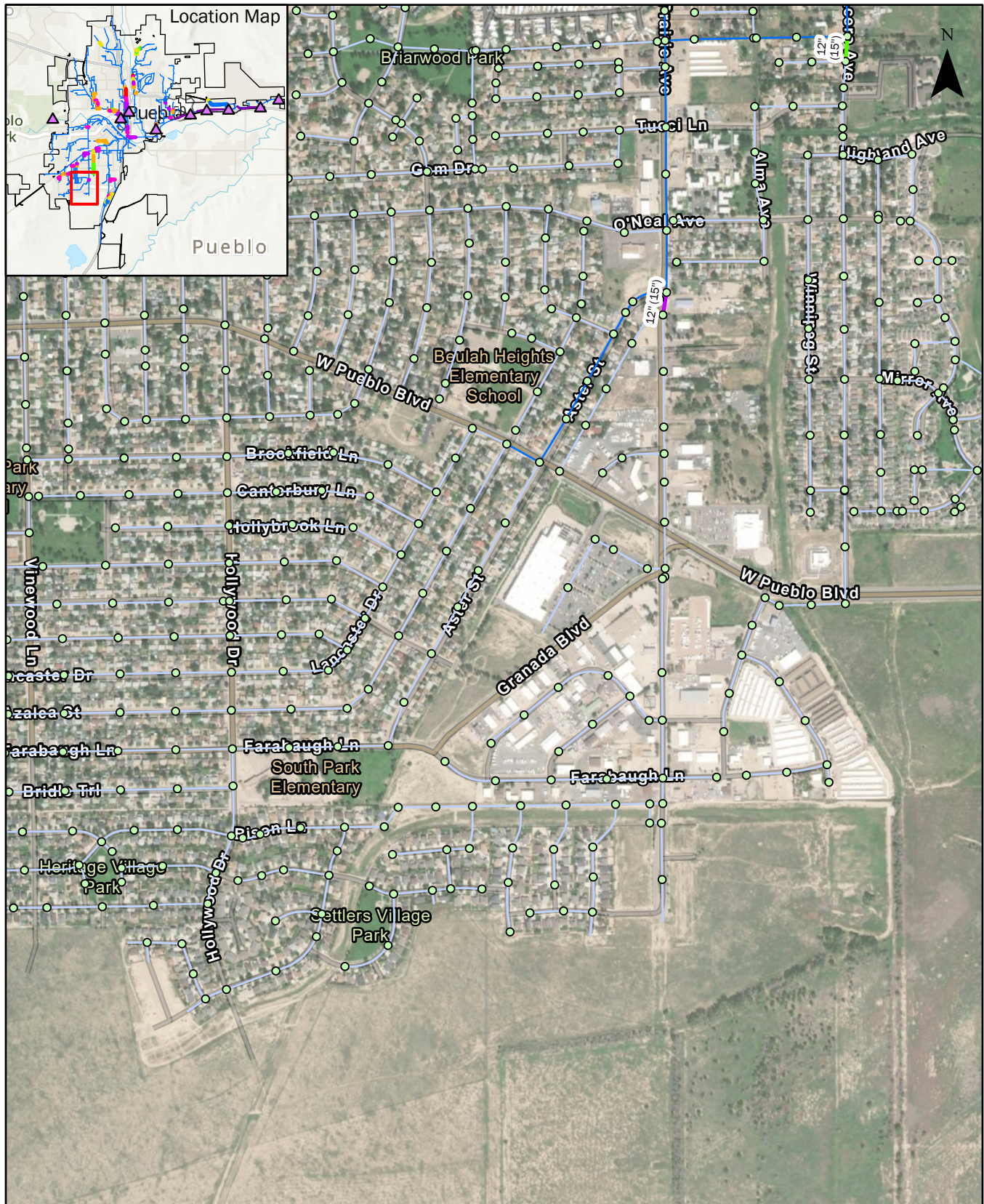


Figure C-14. Recommended pipe improvement projects

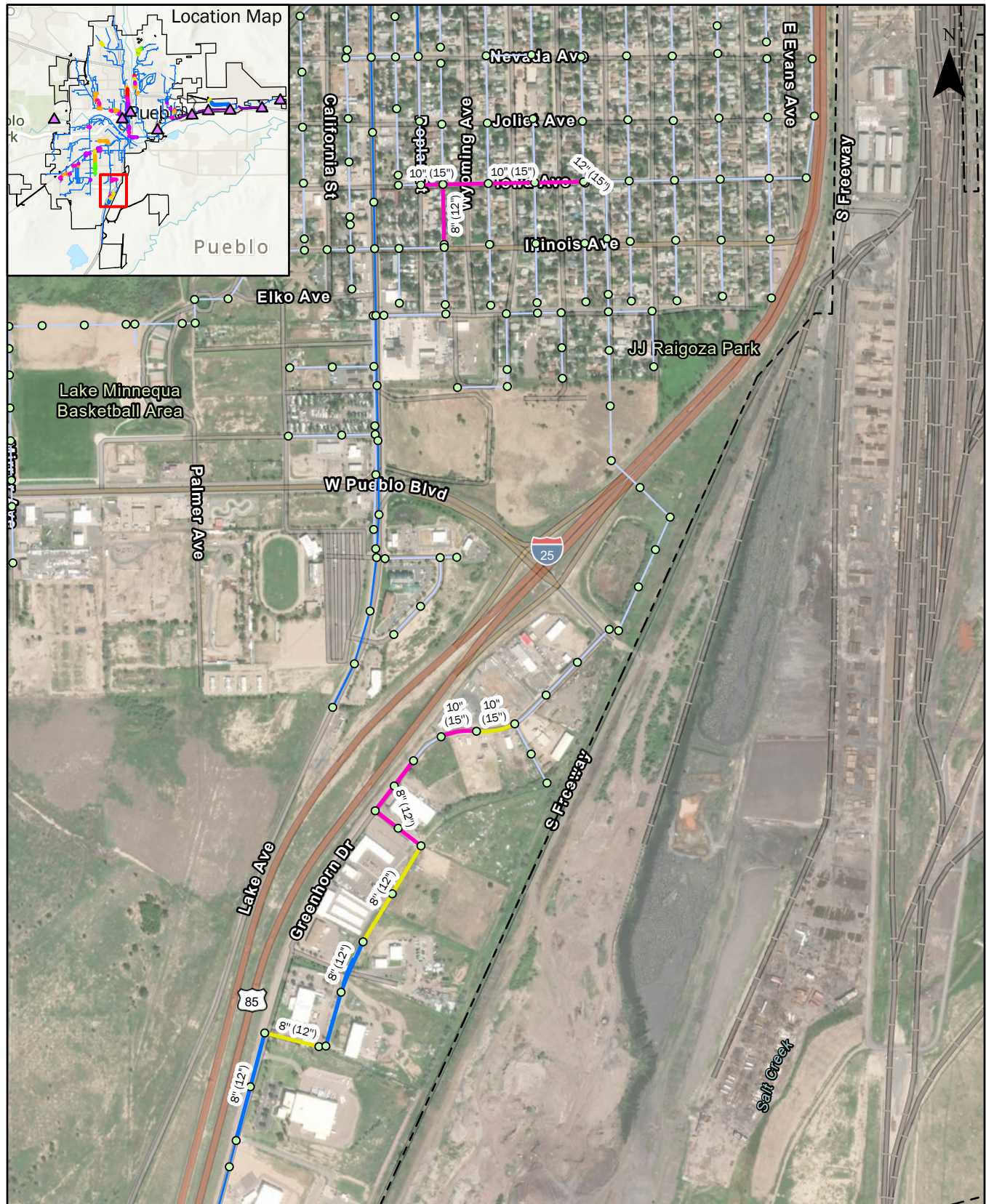


Figure C-15. Recommended pipe improvement projects

Brown AND Caldwell

C-17

Use of contents on this sheet is subject to the limitations specified in Section 1.

Table C-1. List of Pipes Recommended for Upsizing

Pipe ID	Upstream Manhole ID	Downstream Manhole ID	Length (feet)	Original Diameter (inches)	Recommended Upsized Diameter (inches)	Criticality
434500_2.1	434500_2	444594_8	334.9	8	18	1
434500_3.1	434500_3	434500_2	164.6	8	15	1
444594_8.1	444594_8	444592_2	327	8	18	1
505608_0.1	505608_0	505605_5	499.6	8	21	1
505608_2.1	505608_2	505608_0	193.8	8	21	1
505610_6.1	505610_6	505608_2	286.8	8	21	1
505713_0.1	505713_0	505610_6	481	8	21	1
505715_5.1	505715_5	505714_5	192.9	8	21	1
505715_9.1	505715_9	505715_5	51.7	8	21	1
505718_6.1	505718_6	505715_9	400	8	21	1
516049_5.1	516049_5	516047_2	431.1	8	15	1
364034_1.1	364034_1	374033_1	257.6	8	10	2
374016_7.1	374016_7	374015_2	259.9	8	10	2
384008_2.1	384008_2	384006_5	276.2	8	10	2
394268_8.1	394268_8	394266_1	280.7	8	10	2
404263_4.1	404263_4	404261_1	583.4	8	12	2
434309_1.1	434309_1	434408_0	339.9	15	21	2
434310_4.1	434310_4	434309_1	316	15	21	2
434311_8.1	434311_8	434310_4	431.4	15	21	2
434407_0.1	434407_0	434406_5	126	15	18	2
434407_7.1	434407_7	434407_0	171.2	15	18	2
434408_0.1	434408_0	434407_7	59.8	15	18	2
435505_3.1	435505_3	445503_5	358	12	15	2
435506_8.1	435506_8	435505_3	336.1	12	15	2
435607_5.1	435607_5	435506_8	167.6	12	15	2
435608_3.1	435608_3	435607_5	168.4	12	15	2
435609_0.1	435609_0	435608_3	157.3	12	15	2
435718_7.1	435718_7	435613_3	485.7	10	15	2
444784_1.1	444784_1	454783_2	330.1	8	10	2
444785_0.1	444785_0	444784_1	329.7	8	10	2
445383_6.1	445383_6	455481_0	460.7	18	24	2
445483_8.1	445483_8	445383_6	92.5	18	24	2

Table C-1. List of Pipes Recommended for Upsizing

Pipe ID	Upstream Manhole ID	Downstream Manhole ID	Length (feet)	Original Diameter (inches)	Recommended Upsized Diameter (inches)	Criticality
445484_7.1	445484_7	445483_8	356.5	18	24	2
445488_5.1	445488_5	445485_6	336.5	12	15	2
445491_2.1	445491_2	445488_5	335.1	12	15	2
445493_9.1	445493_9	445491_2	335.9	12	15	2
445500_9.1	445500_9	445599_4	336	12	15	2
445599_4.1	445599_4	445596_6	352.6	12	15	2
445720_8.1	445720_8	435718_7	151.5	10	15	2
445723_8.1	445723_8	445720_8	345.3	10	15	2
454778_0.1	454778_0	464776_5	495.9	10	15	2
454781_6.1	454781_6	454778_0	125.3	10	15	2
464773_9.1	464773_9	464673_4	265.8	10	12	2
464774_2.1	464774_2	464773_9	178.2	10	12	2
464774_3.1	464774_3	464774_2	49.6	10	12	2
464774_8.1	464774_8	464774_3	170.6	10	12	2
464775_0.1	464775_0	464774_8	120.7	10	12	2
464775_2.1	464775_2	464775_0	33.2	10	15	2
464776_5.1	464776_5	464775_2	262.7	10	15	2
465373_4.1	465373_4	465372_7	295.2	21	27	2
475374_0.1	475374_0	485371_2	407.3	10	12	2
485370_0.1	485370_0	485369_0	432.2	12	15	2
485371_2.1	485371_2	485368_7	454.5	10	15	2
505281_0.1	505281_0	505273_3	276.1	12	18	2
505613_4.1	505613_4	505611_5	479.3	15	21	2
505714_5.1	505714_5	505713_0	286.5	8	21	2
505715_4.1	505715_4	505613_4	479.5	15	21	2
505717_2.1	505717_2	505715_4	480.9	15	21	2
505719_6.1	505719_6	505717_2	491.4	15	21	2
505821_1.1	505821_1	505719_6	459.9	15	24	2
525736_0.1	525736_0	525727_2	373	10	12	2
525828_7.1	525828_7	525828_5	189.6	12	18	2
525829_7.1	525829_7	525828_7	168.4	12	18	2
525829_8.1	525829_8	525829_7	116.1	12	18	2

Table C-1. List of Pipes Recommended for Upsizing

Pipe ID	Upstream Manhole ID	Downstream Manhole ID	Length (feet)	Original Diameter (inches)	Recommended Upsized Diameter (inches)	Criticality
525830_9.1	525830_9	525829_8	260.9	12	18	2
525831_0.1	525831_0	525830_9	22.4	12	18	2
565041_5.1	565041_5	565041_4	23.5	10	15	2
585507_9.1	585507_9	585505_1	302.5	15	21	2
595365_6.1	595365_6	595364_8	335.1	8	15	2
363945_4.1	363945_4	363944_8	148.9	8	10	3
434404_4.1	434404_4	434501_7	587.1	8	15	3
456711_6.1	456711_6	456606_6	319.7	8	12	3
456715_6.1	456715_6	456711_6	272.4	8	12	3
456719_7.1	456719_7	456715_6	285.8	8	12	3
463441_8.1	463441_8	463441_1	49.8	8	12	3
463537_1.1	463537_1	473535_1	402.8	8	12	3
463543_8.1	463543_8	463441_8	400.2	8	12	3
473535_1.1	473535_1	473633_1	400.2	8	12	3
473625_6.1	473625_6	473624_6	283.4	10	15	3
505719_6.2	505719_6	505718_6	222.2	15	21	3
515936_2.1	515936_2	515934_9	497.7	12	15	3
516044_8.1	516044_8	515936_2	467	12	15	3
526572_4.1	526572_4	526571_0	294.2	8	15	3
526573_0.1	526573_0	526572_4	158.9	8	15	3
526573_5.1	526573_5	526573_0	126.7	8	15	3
526574_2.1	526574_2	526573_5	170	8	15	3
526578_9.1	526578_9	526577_7	294.9	8	15	3
526580_3.1	526580_3	526578_9	347.8	8	15	3
536698_5.1	536698_5	536697_5	308.1	8	12	3
585504_8.1	585504_8	585503_3	165.9	15	21	3
585505_1.1	585505_1	585504_8	36.4	15	21	3
665548_9.1	665548_9	675542_8	280.9	10	15	3
665551_0.1	665551_0	665548_9	276.9	10	15	3
665553_0.1	665553_0	665551_0	22	10	15	3
675542_8.1	675542_8	675540_0	234.9	10	15	3
434026_5.1	434026_5	434025_7	180.7	12	15	4

Table C-1. List of Pipes Recommended for Upsizing

Pipe ID	Upstream Manhole ID	Downstream Manhole ID	Length (feet)	Original Diameter (inches)	Recommended Upsized Diameter (inches)	Criticality
434118_3.1	434118_3	434217_4	288.4	15	18	4
434118_7.1	434118_7	434118_3	107.9	15	18	4
434118_9.1	434118_9	434118_7	61.9	15	18	4
434119_9.1	434119_9	434118_3	237.9	8	15	4
434120_0.1	434120_0	434118_9	349.3	15	18	4
434213_7.1	434213_7	434311_8	556.8	15	18	4
434216_1.1	434216_1	434213_7	632.7	15	18	4
434216_3.1	434216_3	434216_1	56.1	15	18	4
434217_4.1	434217_4	434216_3	341.5	15	18	4
434316_5.1	434316_5	434310_4	162.5	8	21	4
434404_5.2	434404_5	434404_4	46.6	8	15	4
434501_7.1	434501_7	434500_3	7.5	8	15	4
475375_8.1	475375_8	475374_0	333.4	9	12	4
526577_7.1	526577_7	526574_2	248.1	8	15	4
536583_9.1	536583_9	526580_3	297.5	8	12	4
536693_0.1	536693_0	536583_9	393.1	8	12	4
435609_8.1	435609_8	435609_0	178.1	12	15	5
463441_1.1	463441_1	463539_1	400.9	8	12	5
463445_8.1	463445_8	463543_8	398.7	8	12	5
463447_6.1	463447_6	463445_8	398.7	8	12	5
463539_1.1	463539_1	463537_1	395.4	8	12	5
514746_9.1	514746_9	514840_0	264.2	24	60	5
514840_0.1	514840_0	BC-TEE-16	25.7	24	60	5
536697_5.1	536697_5	536693_0	268.9	8	12	5
565147_9.1	565147_9	565041_5	195.7	10	15	5
585510_1.1	585510_1	585507_9	316.3	15	21	5
675434_6.1	675434_6	685433_2	400.8	10	15	5
675537_3.1	675537_3	675434_6	396.8	10	15	5
675540_0.1	675540_0	675537_3	401.4	10	15	5
685430_1.1	685430_1	695428_7	398.8	12	15	5
685430_4.1	685430_4	685430_1	54.1	12	15	5
685431_6.1	685431_6	685430_4	345.1	12	15	5

Table C-1. List of Pipes Recommended for Upsizing

Pipe ID	Upstream Manhole ID	Downstream Manhole ID	Length (feet)	Original Diameter (inches)	Recommended Upsized Diameter (inches)	Criticality
685433_2.1	685433_2	685431_6	397.4	10	15	5
695425_8.1	695425_8	705424_4	401.6	12	15	5
695427_2.1	695427_2	695425_8	249.9	12	15	5
695427_3.1	695427_3	695427_2	149.2	12	15	5
695428_7.1	695428_7	695427_3	402.1	12	15	5
705416_4.1	705416_4	715315_1	345.1	12	18	5
705417_6.1	705417_6	705416_4	343.3	12	18	5
705418_8.1	705418_8	705417_6	346.1	12	18	5
705420_0.1	705420_0	705418_8	341.6	12	18	5
705421_5.1	705421_5	705420_0	398.8	12	18	5
705422_9.1	705422_9	705421_5	396.3	12	18	5
705424_4.1	705424_4	705422_9	403.2	12	15	5
363944_8.1	363944_8	363943_1	424.1	8	10	6
404261_1.1	404261_1	404256_8	7.3	8	12	6
414421_9.2	414421_9	424417_6	562.1	8	10	6
414423_2.1	414423_2	414421_9	197.8	8	10	6
414430_0.1	414430_0	414421_9	559.7	8	10	6
423947_9.1	423947_9	423947_3	163.2	12	15	6
424415_4.1	424415_4	424409_2	130.9	8	10	6
424417_6.1	424417_6	424415_4	311.6	8	10	6
444587_7.1	444587_7	444586_7	334.1	8	15	6
444588_8.1	444588_8	444587_7	326.1	8	15	6
444589_0.2	444589_0	444588_8	650	8	15	6
444592_2.1	444592_2	444589_0	26.3	8	15	6
485265_8.1	485265_8	485265_6	172	18	24	6
485266_2.1	485266_2	485265_8	126	18	24	6
504847_6.1	504847_6	TEE(E)	40.2	30	40	6
505048_6.1	505048_6	504945_1(E)	670.5	24	30	6
505048_6.2	505048_6	504945_1(W)	670.5	24	30	6
505272_5.1	505272_5	505272_3	349.7	18	24	6
505383_5.1	505383_5	505382_5	175.1	15	18	6
505384_2.1	505384_2	505383_5	158.9	15	18	6

Table C-1. List of Pipes Recommended for Upsizing

Pipe ID	Upstream Manhole ID	Downstream Manhole ID	Length (feet)	Original Diameter (inches)	Recommended Upsized Diameter (inches)	Criticality
505386_6.1	505386_6	505384_2	370.3	15	18	6
505387_9.1	505387_9	505386_6	225.9	18	21	6
505490_1.1	505490_1	505387_9	473.6	18	21	6
505490_8.1	505490_8	505490_1	154.7	15	21	6
505491_8.1	505491_8	505490_8	333.2	15	21	6
505492_6.1	505492_6	505491_8	196.4	15	21	6
505493_1.1	505493_1	505492_6	139.6	15	21	6
505494_6.1	505494_6	505493_1	170.2	15	21	6
505495_0.1	505495_0	505494_6	5.2	15	21	6
505495_6.1	505495_6	505495_0	184.6	15	21	6
505500_2.1	505500_2	505597_0	339.4	15	21	6
505501_1.1	505501_1	505500_2	181.6	15	21	6
505597_0.1	505597_0	505495_6	143.5	15	21	6
505611_5.1	505611_5	505607_0	458.7	15	21	6
514839_9.1	514839_9	524839_4	880.9	48	60	6
515934_9.1	515934_9	515934_1	192.7	12	15	6
525832_3.1	525832_3	525831_0	60.8	12	18	6
564939_6.1	564939_6	564939_5	7.9	18	24	6
565040_4.1	565040_4	564939_6	627	18	24	6
565040_8.1	565040_8	564939_5	1026.7	18	24	6
565041_2.1	565041_2	565040_4	643.5	18	24	6
585503_3.1	585503_3	585501_8	166.2	15	21	6
595381_9.1	595381_9	595381_4	119.1	15	21	6
715314_3.1	715314_3	715314_2	53.8	12	18	6
BC-TEE-16.1	504842_4	514839_9	170.2	48	60	6
BC-TEE-26.1	504842_4	514839_9	7.8	48	60	6
BC-TEE-27.1	504842_4	514839_9	489.3	48	60	6
BC-TEE-28.1	504842_4	514839_9	4.8	48	60	6
BC-TEE-32.1	505495_0	505494_6	163.8	15	21	6
363943_1.1	363943_1	364034_1	424.7	8	10	7
384006_5.1	384006_5	384005_0	172.5	8	10	7
384009_4.1	384009_4	384008_2	123.3	8	10	7

Table C-1. List of Pipes Recommended for Upsizing

Pipe ID	Upstream Manhole ID	Downstream Manhole ID	Length (feet)	Original Diameter (inches)	Recommended Upsized Diameter (inches)	Criticality
394271_6.1	394271_6	394268_8	279.7	8	10	7
394275_0.1	394275_0	394271_6	294.8	8	10	7
414421_9.1	414421_9	414420_0	6.9	8	12	7
425063_4.1	425063_4	425058_3	49.8	12	21	7
425064_5.1	425064_5	425063_4	289.1	12	21	7
444586_7.1	444586_7	444583_0	650.6	8	24	7
445485_6.1	445485_6	445483_8	166.3	12	24	7
445502_4.1	445502_4	445500_9	335.7	12	15	7
445503_5.1	445503_5	445502_4	311.8	12	15	7
445596_6.1	445596_6	445493_9	338.3	12	15	7
463630_8.1	463630_8	473629_5	224	8	12	7
465372_7.1	465372_7	475371_9	300.4	21	27	7
473626_6.1	473626_6	473625_6	259.6	10	15	7
473629_5.1	473629_5	473628_3	227.6	8	12	7
473632_0.1	473632_0	463630_8	206.8	8	12	7
473633_1.1	473633_1	473632_0	206.6	8	12	7
473905_7.1	473905_7	473905_1	158.6	10	15	7
473906_3.1	473906_3	473905_7	325.1	10	15	7
473907_0.1	473907_0	473906_3	332.9	10	15	7
473908_1.1	473908_1	473905_7	430.3	8	12	7
483907_6.1	483907_6	473907_0	350.1	10	15	7
483909_2.1	483909_2	483907_6	14.1	12	15	7
485363_8.1	485363_8	485366_7	170.6	18	24	7
485366_7.1	485366_7	485266_2	212.5	18	24	7
485367_1.1	485367_1	485363_8	167.6	15	24	7
495157_9.1	495157_9	BC-TEE-24	64.4	12	24	7
495158_7.1	495158_7	495157_9	98.5	12	24	7
495261_7.1	495261_7	495257_9	22.4	18	30	7
504950_1.1	504950_1	504943_0	53.9	15	30	7
504950_5.1	504950_5	504950_1	192.6	15	27	7
505273_3.1	505273_3	505272_5	29.8	12	24	7
505281_8.1	505281_8	505281_0	165.4	15	21	7

Table C-1. List of Pipes Recommended for Upsizing						
Pipe ID	Upstream Manhole ID	Downstream Manhole ID	Length (feet)	Original Diameter (inches)	Recommended Upsized Diameter (inches)	Criticality
505382_5.1	505382_5	505281_8	153.4	15	18	7
505501_8.1	505501_8	505501_1	155.2	15	21	7
505502_7.1	505502_7	505501_8	251.5	15	21	7
505602_8.1	505602_8	505502_7	165	15	21	7
505603_2.1	505603_2	505602_8	131.3	15	21	7
505605_5.1	505605_5	505603_2	44.9	15	21	7
505607_0.2	505607_0	505605_5	221.6	12	21	7
515933_1.1	515933_1	525832_3	222.9	12	15	7
515934_1.1	515934_1	515933_1	298	12	15	7
516047_2.1	516047_2	516044_8	426.2	12	15	7
595259_5.1	595259_5	595258_4	301.4	10	15	7
595372_3.1	595372_3	595365_6	305	10	15	7
715315_1.1	715315_1	715314_3	367.2	12	18	7



EVALUATION TABULATION
RFP No. 23-130
Wastewater Department Engineer of Record
RESPONSE DEADLINE: October 20, 2023 at 2:30 pm
Report Generated: Thursday, January 18, 2024

PHASE 1

AGGREGATE SCORES SUMMARY

Vendor	Andra Ahrens	John millard	Sonia Mondragon	Total Score (Max Score 100)
Brown and Caldwell	100	70	100	90
Hazen and Sawyer	96	83	91	90



EVALUATION TABULATION
RFP No. 23-130
Wastewater Department Engineer of Record
RESPONSE DEADLINE: October 20, 2023 at 2:30 pm
Report Generated: Thursday, January 18, 2024

PHASE 2

AGGREGATE SCORES SUMMARY

Vendor	Andra Ahrens	John millard	Sonia Mondragon	Total Score (Max Score 100)
Brown and Caldwell	100	0	100	66.67
Hazen and Sawyer	0	100	0	33.33



MASTER CONTRACT
BY AND BETWEEN CITY OF PUEBLO AND
BROWN AND CALDWELL, INC.

23-130

WASTEWATER DEPARTMENT ENGINEER OF RECORD

MASTER CONTRACT BY AND BETWEEN CITY OF PUEBLO AND BROWN AND CALDWELL, INC.

1. INTRODUCTION

THIS CONTRACT ("Contract") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation located at P.O. Box 1427, Pueblo, Colorado, 81001 (hereinafter referred to as "City") and Brown and Caldwell, Inc., a registered California Corporation, located at 1527 Cole Blvd., Suite 300, Lakewood, Colorado, 80401 (hereinafter referred to as "Consultant"), WITNESSETH:

2. RECITALS

- A. The City solicited competitive proposals for Bid 23-130 Wastewater Department Engineer of Record to provide professional services including but not limited to long-range facility planning, regulatory analysis and interpretation, asset management, project planning, detailed engineering design including preparation of bid documents, contractor evaluation and prequalification, data analysis and interpretation, modeling, expert testimony, process consulting, construction management and inspection, consulting for other Wastewater projects, and related services for the City's Wastewater Department on an as needed basis (hereinafter referred to as the "RFP").
- B. In response to the RFP, Consultant submitted a proposal (hereinafter referred to as "Response").
- C. City has evaluated all Responses submitted and selected Consultant to perform professional consulting for various anticipated projects.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants, City and Consultant agree as follows:

3. ENGAGEMENT

- A. City engages Consultant and Consultant accepts such engagement to perform the services set forth in this Contract and as more fully set forth in an Agreement for Professional Engineering Services ("Engineering Agreement Form") or an Agreement for Professional Consulting Services ("Consultant Agreement Form"), collectively hereinafter referred to as "Approved Forms of Agreement" or "Agreement". Either Agreement will be required for each project as may be directed by the City. A copy of the Agreements are attached hereto and labelled respectively as Exhibit A and Exhibit B.
- B. Agreements for anticipated Projects (hereinafter referred to as the "Projects") shall include the Scope of Services ("Services"), schedule and compensation for each Project.

- C. Upon written direction from City requesting Consultant to undertake a Project, the Consultant shall prepare a Scope of Services, Fee Schedule (based upon Schedule 2 of the Contract), Work Schedule, and Identification of Personnel, Subcontractors, and Task Responsibility to be attached to the Agreement as Schedules 1, 2, 3, and 4.
 - 1. Within a reasonable time after receipt of the Agreement, City Engineer ("Engineer") shall review same and advise City if the Agreement is acceptable to Engineer or which modifications/changes Engineer requests with respect thereto.
 - 2. After mutual approval of the Scope of Services, Fee Schedule (which shall include the maximum compensation), Work Schedule, and Identification of Personnel, Subcontractors, and Task Responsibility, the City will incorporate such agreed upon terms into the Agreement which shall be executed by Consultant.
 - 3. After execution of such Agreement by Consultant, City will submit the Agreement to its City Council for approval.
- D. City may, or may not, in its sole discretion undertake any of the Projects. No minimum amount of work is guaranteed under this Contract. City reserves the right to engage and/or contract with other parties to perform services which otherwise might be requested under this Contract.

4. TERM

- A. This Contract is for a term of three (3) years commencing the date first written above. The term of this Contract may be extended for two (2) additional one (1) year periods upon mutual written notice and agreement of City and Consultant.
- B. In the event the City exercises the provision to extend the Contract after the initial term, adjustments in the Fee Schedule set forth in Schedule 2 shall be permitted. Such adjustment shall be calculated based upon the most current annual percentage change in the DOL CPI-W index for Denver-Aurora-Lakewood Colorado available during the date of adjustment; provided, however, in no event will the adjustment be greater than three percent (3%).
- C. This Contract may be terminated by the City at any time, without cause or liability, upon thirty (30) days prior written notice given to the Consultant specifying the date of termination, provided, however, that the termination of this Contract shall not terminate or be deemed to terminate any existing Agreements executed by and between the parties with respect to any specified Project.

5. GENERAL COVENANTS

Consultant covenants that it is:

- A. Competent and qualified to perform the Services contemplated by this Contract and the Agreement(s) in a professional manner in accordance with generally acceptable standards customarily utilized by competent engineering firms in effect at the time Services are

rendered and to the reasonable satisfaction of the City.

- B. Familiar with the regulations and requirements of the Minimum Qualifications as stated in the RFP with respect to the services and work contemplated by this Contract and the Agreement(s) and will perform such services and work in compliance therewith to the extent such requirements are attached to the Approved Forms of Agreement and as applicable to Consultant's services under such Approved Form of Agreement.

6. SPECIFIC COVENANTS

Consultant covenants that, during the performance of this Contract and any Agreements for a specified Project, Consultant will:

- A. Comply with all Federal and State statutes and regulations relating to nondiscrimination in federally assisted programs.
- B. Comply with all other laws, regulations, and requirements for applicable Federal, State, local, and grant funded Projects.

7. RECORDS AND DATABASE

Consultant shall maintain a cost accounting system reasonably acceptable to City. The City shall have access to any books, documents, papers, and records of the Consultant that are directly pertinent or relate to this Contract or any Agreements for a specified Project, for audit purposes, examination, inspection, excerpts, and transcription. The Consultant shall maintain such records for three (3) years after City makes final payments to Consultant and all pending matters are closed. Consultant shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for all Projects completed under this Contract and any Agreements for a specified Project.

8. RIGHTS TO INVENTIONS

Plans, drawings, designs, specifications, inventions, reports and all other documents and materials generated under this Contract or any Agreements for a specified Project shall, upon payment to Consultant, become the sole property of City, subject to applicable federal grant requirements, and City shall be vested with all rights therein of whatever kind and however created, whether by common law, statute, or equity. Consultant shall retain sole ownership of pre-existing proprietary property, including but not limited to, computer programs, software, diagrams, and models.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

- A. Consultant understands that City may be funding a Project in whole or part with grant funds, State funds, Federal funds, and/or alternate funding sources.
- B. Consultant shall comply with the attached Special Funding Requirements attached as Exhibit C and any/all other Federal, State, and local laws applicable to its activities.
- C. Alternate funding requirements not known or shown in Exhibit C shall be disclosed to Consultant

prior to Agreements for future Projects and by acceptance of the Agreements, Consultant shall comply with the disclosed funding requirements.

- D. All pertinent records with respect to any matters covered by this Contract and any subsequent Agreements shall be available for inspection by City, State, and Federal funding agencies at any time during normal business hours and as often as such agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

10. INSURANCE AND INDEMNITY

10.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Contract, such insurance as will protect it and City from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in Section 10.2.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Consultant, its employees, subcontractors, and consultants.

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the Contract, to be written on a commercial general liability policy form. This insurance shall be written in amounts not less than a combined single limit of \$1,000,000 for each occurrence and aggregate for bodily injury including death and property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, and blanket contractual coverage. The policy shall also provide "Completed Operations and Projects Liability" coverage.
- B. Commercial Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Commercial Automobile Liability Insurance. This insurance shall be written with limits of liability of \$1,000,000 each accident for bodily injury and property damage. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired or

used by Consultant.

- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 each claim and aggregate in a form and with a self-insured retention acceptable to City.
- E. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be cancelled or non-renewed until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall promptly notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

10.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

11. CERTIFICATIONS

- A. Neither Consultant nor any of its principals are presently, or at the time of execution of any Agreements for a specified Project, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or in any such subsequent Agreements for a specified Project by any entity or agency. Consultant will include this clause in all lower tier transactions, solicitations, proposals, contracts, subcontracts, and agreements.
- B. Consultant is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives and that it will comply with the Department of Transportation trade restriction regulations 49 CFR Part 30. Consultant will include this clause and other clauses required by said trade restriction regulations in all lower tier transactions, solicitations, proposals, contracts, subcontracts, and agreements.

12. NOTICES

Any and all notices or other communications required or permitted by this Contract or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens

Avenue, Pueblo, Colorado, 81001; or to the Consultant, Brown and Caldwell, Inc., Attn: Michael Thorstenson, Principal-In-Charge, 1527 Cole Blvd., Suite 300, Lakewood, Colorado, 80401. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

13. FINANCIAL OBLIGATIONS OF CITY

All financial obligations of the City under this Contract and any Agreements for a specified Project in any subsequent fiscal year of the City are subject to, and contingent upon, funds being specifically budgeted and appropriated for such purposes (Projects). This Contract is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract and any Agreements for a specified Project, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after 2024, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Contract or any Agreements for a specified Project by the City, and the City may terminate this Contract or any Agreements for a specified Project without liability.

14. MISCELLANEOUS

- A. Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract and any Agreements. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract and any Agreements shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo. In the event of any litigation arising out of this Contract, the court shall award to the prevailing party its costs and reasonable attorney fees.
- B. This Contract contains the entire agreement between the City and Consultant and incorporates all prior written and oral understandings and agreements between the parties.
- C. This Contract may only be modified or amended by written instrument signed by both City and Consultant.
- D. This Contract shall be binding upon and inure to the benefit of City and Consultant and their respective successors and assigns, provided, however, Consultant shall not assign this Contract, Agreements for a specific Project, or any interest herein without the prior written consent of City.

15. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant represents that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons

employed by Consultant for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

16. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Contract. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Contract.

17. EXHIBITS

The following Exhibits are attached to and made a part of this Contract:

- Exhibit A - Agreement for Professional Engineering Services consisting of ____ pages
- Exhibit B - Agreement for Professional Consulting Services consisting of ____ pages
- Exhibit C – Special Funding Requirements consisting of ____ pages
- Schedule 1 – Scope of Services consisting of ____ pages
- Schedule 2 – Fee Schedule consisting of ____ pages
- Schedule 3 – Work Schedule – Not applicable for the Master Contract (1 page)
- Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility consisting of ____ pages

18. ELECTRONIC SIGNATURE

This Contract and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same contract, (2) a valid and binding contract and fully admissible under State and Federal law, and (3) enforceable in accordance with its terms.

(Signature section on following page)

This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Consultant with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BROWN AND CALDWELL, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Michael J. Thorstenson, Principal-In-Charge

[SEAL]

Attest _____
Marisa Stoller, City Clerk

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM
Department of Law

David Wyatt, City Attorney

Attachments: Exhibit A - Agreement for Professional Engineering Services
Exhibit B - Agreement for Professional Consulting Services
Exhibit C - Special Funding Requirements
Schedule 1 – Scope of Services
Schedule 2 – Fee Schedule
Schedule 3 – Work Schedule – Excluded; not applicable for Master Contract
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Additional Information for Contract

Exhibit A

Agreement for Professional Engineering Services

City's Standard Form of Agreement for Engineering Services

Note: Future Agreements for Engineering Services provided to City by Consultant shall remain consistently in the same manner and form for projects assigned for Bid 23-130. City and Consultant may update the form of Agreement for each Project as assigned and upon mutual agreement of City and Consultant. City and Consultant may update sections of the following agreement due to updates in regulations, requirements, etc. upon mutual agreement of City and Consultant.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Brown and Caldwell, Inc., a registered California Corporation (hereinafter referred to as "Consultant"), a professional engineering firm, for Consultant to render certain professional planning, design, engineering, construction management and related services for City in connection with Bid 23-130 Wastewater Department Engineer of Record - _____[ENTER SPECIFIC PROJECT TITLE]_____, hereinafter referred to as the

"Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Consultant shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

- ☐ - Study and Report Phase
- ☐ - Preliminary Design (Schematic) Phase
- ☐ - Final Design Phase
- ☐ - Construction Documents and Bidding Phase
- ☐ - Construction Phase

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional engineering services (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and construction management planning services (directly or through its professional subconsultants and subcontractors) as generally stated herein and as more specifically set forth in Schedule 1. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incidental to its services on the Project.
- C. In performing the professional services, Consultant shall complete the services described in Schedule 1 attached hereto and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are

applicable to each phase for which Consultant is to render professional services. In the event of a conflict, the Scope of Services set forth in Schedule 1 shall prevail.

- D. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.
- E. Surveying work included within this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase.

If Consultant is to provide professional services with respect to the Project during the Study and Report Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City to determine the requirements for the Project and review available data. Advise City as to the necessity of providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.
- B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- D. Provide general economic analysis of City's requirements applicable to various alternatives.
- E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional electronic copies as needed for no additional charge. City may request additional hard copies as needed as a reimbursable expense.

2.2. Preliminary Design (Schematic) Phase

If Consultant is to provide professional services with respect to the Project during the Preliminary Design (Schematic) Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.

- B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.
- E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional electronic copies as needed for no additional charge. City may request additional hard copies as needed as a reimbursable expense.

2.3. Final Design Phase

If Consultant is to provide professional services with respect to the Project during the Final Design Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. After consultation with the City, receipt of City's selection of any design options and review of the preliminary design documents, if any, prepare and submit to City final drawings showing the scope, extent, and character of the work to be performed by contractors, and specifications describing such work and the requirement therefor. Such plans and specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including drawings and specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.
- B. Make revisions to the drawings and specifications reasonably requested by City and informing the City of any change in probable construction costs as a result of such revisions.
- C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.
- D. Based upon Consultant's professional judgment in accordance with applicable standards of care, prepare and submit to City a current detailed cost estimate for the Project including

construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

- E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed as a reimbursable expense.

2.4. Construction Documents and Bidding Phase

If Consultant is to provide professional services with respect to the Project during the Construction Documents and Bidding Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bond requirements, general conditions, and selected specifications.
- B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.
- C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.
- D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.
- E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

2.5. Construction Phase

If Consultant is to provide professional services with respect to the Project during the Construction Phase, after award by the City of a general contractor for construction of the Project, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.
- B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.
- C. Make determinations as to whether the work is proceeding in general accordance and compliance with the construction contract documents.
- D. Promptly advise the City in writing of any observed omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.
- E. Reject any work on the Project that does not conform to the contract documents.
- F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.
- G. Review shop drawings, samples, product data, and other submittals of the Contractor for general conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.
- H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has made periodic observations of the Project during construction and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in general accordance with the drawings, specifications, and other contract documents.
- I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.
- J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.
- K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

- L. The Consultant shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the City or Contractor, the Consultant shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Consultant shall be final and binding on the Contractor and City, unless the Director of Wastewater of the City shall, within seven calendar days after receipt of the Consultant's interpretation or decision, file its written objections thereto with the Consultant and Contractor.

2.6. Additional Responsibilities

This section applies to all phases of Consultant's work:

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, drawings, specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any negligent errors, omissions, or other deficiencies in its work in breach of applicable standards of care.
- B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City to the extent caused by Consultant's negligent acts or omissions.
- C. Consultant's professional responsibility shall comply with the generally accepted standard of care applicable to the type of engineering and architectural services provided in effect at the time services are rendered and commensurate with the size, scope, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees. Notwithstanding the foregoing, Consultant is not responsible for the health and safety duties of workers, agents or third parties not under Consultant's control, including compliance with health and safety programs and precautions.
- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in Schedule 4 "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility

to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.
- F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.
- G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

- A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.
- B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.
- C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project. Consultant shall rely on information provided without verification unless otherwise agreed in Schedule 1. City shall notify Consultant of any known or potential health or safety hazards existing at or near the project site.

- D. Arrange for Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.
- H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 "Services" of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement as shown in A1 below, an amount not to exceed \$ TOTAL AMOUNT OF AWARD (MATCH TO RESOLUTION) in the aggregate as set forth in the grand total shown in Schedule 2 "Fee Schedule".
 - 1. The maximum amount of each phase shall not exceed the amount specified in Schedule 2 for such phase unless agreed upon by Consultant and City with a written Change Order or written Amendment.
 - 2. A written Change Order may be considered for an increase amount of the applicable phase for up to 10% of the grand total cost of the project.

3. A written Amendment approved by City Council, Consultant, and Department Director shall be utilized for any agreed upon change to each phase exceeding 10% of the grand total.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred.
 1. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions for each phase as set forth in Schedule 2 and shall contain appropriate documentation that such services have been performed and expenses incurred.
 2. Such applications for payment of each phase shall not exceed 90% of said phase until final work of the phase has been completed. The final application for payment for each phase shall be the remaining 10% of the phase and shall be paid upon satisfactory completion of the phase as approved by City.
 3. The applications for payment shall be submitted monthly with consideration of City for review of satisfactory completion and payment within 45 days of the date of such application is received provided that sufficient documentation has been furnished.
 4. The final application for payment for the final 10% of the final phase, shall be held by City until all previous phases and current final phase have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's negligent errors or omissions.
- E. Compensation for authorized Services beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon 10 days' written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with the Services, or to pay its employees and Consultants, or to perform work with the level of care and skill ordinarily exercised by consultants performing similar services at the time services are performed and in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All designs, drawings, specifications, technical data, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City upon payment to Consultant for work performed and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, technical data, reports, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. Consultant may make an accurate statement that it worked for City on the Project, but if Consultant wishes to include representations in advertising

or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001; or to the Consultant, Brown and Caldwell, Inc., Attn: Michael Thorstenson, Principal-In-Charge, 1527 Cole Blvd., Suite 300, Lakewood, Colorado, 80401. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, Bid 23-130 Wastewater Department Engineer of Record - ENTER SPECIFIC PROJECT TITLE, is hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in any Schedule or attachment shall control and supersede the conflicting provision in the Agreement.

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant to the extent City has paid Consultant for services performed by Consultant's subconsultants and subcontractors.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this

Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo. In the

event of litigation the court shall award the prevailing party its court costs and reasonable attorney fees.

7.10. Severability

If any provision of this Agreement, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced.

7.11. Appropriations

The City is prohibited by law from making commitments beyond the term of the current City Fiscal Year. Payment to Consultant beyond the current City Fiscal Year is contingent on the appropriation and continuing availability of agreement funds in any subsequent year. The City's obligation to pay Consultant shall be contingent upon funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the City's liability for such payments shall be

limited to the amount remaining of such Agreement Funds. If City funds are not appropriated, or otherwise become unavailable to fund this Agreement, the City may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The City shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination. Consultant shall confirm availability of Agreement Funds before proceeding and/or making obligations for work exceeding the initial and subsequent annual appropriations.

7.12. Force Majeure

Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation or mediation, as mutually agreed, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

[UPDATE THIS SECTION OR REMOVE FOR EACH PROJECT]

- A. Consultant understands that City may be funding the Project in whole or part with funds provided by [Name of funding agency and or grant title]. Consultant agrees it is subject to and shall comply with all applicable provisions of said [Name of funding agency and or grant title] for which the contract award has been made and applicable regulations.
- B. Consultant shall comply with the attached [Title of attached requirement clauses] and any/all other Federal, State, and local laws applicable to its activities.
- C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or [Name of funding agency and or grant title] at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
- D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of

knowledge of such requirements prior to execution of this Agreement. Such requirements shall be provided by City and incorporated into individual Agreements as applicable.

10. INSURANCE

10.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it and City from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in Section 10.2.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Consultant, its employees, subcontractors, and consultants.

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the Contract, to be written on a commercial general liability policy form. This insurance shall be written in amounts not less than a combined single limit of \$1,000,000 for each occurrence and aggregate for bodily injury including death and property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, and blanket contractual coverage. The policy shall also provide "Completed Operations and Projects Liability" coverage.
- B. Commercial Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Commercial Automobile Liability Insurance. This insurance shall be written with limits of liability of \$1,000,000 each accident for bodily injury and property damage. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any

and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired or used by Consultant.

- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 each claim and aggregate in a form and with a self-insured retention acceptable to City.
- E. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be cancelled or non-renewed until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall promptly notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

11. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

12. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts in accordance with applicable standards of care to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project. Notwithstanding, unless otherwise specified in the Scope of Services, City shall have sole responsibility as between City and Consultant with compliance with the ADA and related regulations.

13. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

14. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement.

The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

15. SCHEDULES

[UPDATE FOR EACH PROJECT]

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of ____ pages.
- Schedule 2 - "Fee Schedule" consisting of ____ page.
- Schedule 3 - "Work Schedule" consisting of ____ pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of ____ pages.

16. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

[INSERT SIGNATURE SECTION FOR EACH AGREEMENT]

(Continue to next page for Exhibit B for Master Contract)

Exhibit B

Agreement for Professional Consulting Services

City's Standard Form of Agreement for Consulting Services

Note: Future Agreements for Engineering Services provided to City by Consultant shall remain consistently in the same manner and form for projects assigned for Bid 23-130. City and Consultant may update the form of Agreement for each Project as assigned and upon mutual agreement of City and Consultant. City and Consultant may update sections of the following agreement due to updates in regulations, requirements, etc. upon mutual agreement of City and Consultant.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Brown and Caldwell, Inc., a registered California Corporation (hereinafter referred to as "Consultant"), for Consultant to render certain professional _____ [GENERALLY DESCRIBE WORK] _____, and related services for City in connection with Bid 23-130 Wastewater Department Engineer of Record - _____ [ENTER SPECIFIC PROJECT TITLE] _____, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- A. Consultant shall satisfactorily perform professional _____ [GENERALLY DESCRIBE WORK] _____, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and _____ DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.) _____, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City to the extent caused by Consultant's negligent act or omission. Consultant shall be completely responsible

for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

- B. Consultant acknowledges that performance of each phase shall be observed as represented in Schedule 3 attached hereto. Schedule 3 is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item of each phase. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor, and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- C. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.
- D. Consultant acknowledges that, due to the nature of the services for this Project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may

reasonably require. Consultant shall rely on information provided without verification unless otherwise agreed in Schedule 1. City shall notify Consultant of any known or potential health or safety hazards existing at or near the project site.

- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum agreement price.
- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any [DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.)], or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Services” of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement as shown in A1 below, an amount not to exceed \$ TOTAL AMOUNT OF AWARD (MATCH TO RESOLUTION) in the aggregate as set forth in the grand total shown in Schedule 2 "Fee Schedule".
 - 1. The maximum amount of each phase shall not exceed the amount specified in Schedule 2 for such phase unless agreed upon by Consultant and City with a written Change Order or written Amendment.
 - 2. A written Change Order may be considered for an increase amount of the applicable phase for up to 10% of the grand total cost of the project.

3. A written Amendment approved by City Council, Consultant, and Department Director shall be utilized for any agreed upon change to each phase exceeding 10% of the grand total.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred.
1. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions for each phase as set forth in Schedule 2 and shall contain appropriate documentation that such services have been performed and expenses incurred.
 2. Such applications for payment of each phase shall not exceed 90% of said phase until final work of the phase has been completed. The final application for payment for each phase shall be the remaining 10% of the phase and shall be paid upon satisfactory completion of the phase as approved by City.
 3. The applications for payment shall be submitted monthly with consideration of City for review of satisfactory completion and payment within 45 days of the date of such application is received provided that sufficient documentation has been furnished.
 4. The final application for payment for the final 10% of the final phase, shall be held by City until all previous phases and current final phase have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's negligent errors or omissions.
- E. Compensation for authorized Services beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon 10 days' written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.), or work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with services, or to pay its employees and Consultants, or to perform services with that level of care and skill ordinarily exercised by consultants performing similar services at the time services are performed in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All designs, drawings, specifications, technical data, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City upon payment to Consultant for work performed and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, technical data, reports, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. Consultant may make an accurate statement that it worked for City on the Project, but if Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising

or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001; or to the Consultant, Brown and Caldwell, Inc., Attn: Michael Thorstenson, Principal-In-Charge, 1527 Cole Blvd., Suite 300, Lakewood, Colorado, 80401. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 23-130 Wastewater Department Engineer of Record - ENTER SPECIFIC PROJECT TITLE, are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in any schedule or attachment shall control and supersede the conflicting provision in Agreement.

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant to the extent City has paid Consultant for services performed by Consultant's subconsultants and subcontractors.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom

Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo. In the event of litigation the court shall award the prevailing party its court costs and reasonable attorney fees.

7.10. Severability

If any provision of this Agreement, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced.

7.11. Appropriations

The City is prohibited by law from making commitments beyond the term of the current City Fiscal Year. Payment to Consultant beyond the current City Fiscal Year is contingent on the appropriation and continuing availability of agreement funds in any subsequent year. The City's obligation to pay Consultant shall be contingent upon funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the City's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If City funds are not appropriated, or otherwise become unavailable to fund this Agreement, the City may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The City shall, however, remain obligated to pay for

Services and Goods that are delivered and accepted prior to the effective date of notice of termination. Consultant shall confirm availability of Agreement Funds before proceeding and/or making obligations for work exceeding the initial and subsequent annual appropriations.

7.12. Force Majeure

Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation or mediation, as mutually agreed, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

[UPDATE THIS SECTION OR REMOVE FOR EACH PROJECT]

- A. Consultant understands that City may be funding the Project in whole or part with funds provided by [Name of funding agency and or grant title]. Consultant agrees it is subject to and shall comply with all applicable provisions of said [Name of funding agency and or grant title] for which the contract award has been made and applicable regulations.
- B. Consultant shall comply with the attached [Title of attached requirement clauses] and any/all other Federal, State, and local laws applicable to its activities.
- C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or [Name of funding agency and or grant title] at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
- D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement. Such requirements shall be provided by City and incorporated into individual Agreements as applicable.

10. INSURANCE

10.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Contract, such insurance as will protect it and City from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph B.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Consultant, its employees, subcontractors, and consultants.

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the Contract, to be written on a commercial general liability policy form. This insurance shall be written in amounts not less than a combined single limit of \$1,000,000 for each occurrence and aggregate for bodily injury including death and property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, and blanket contractual coverage. The policy shall also provide "Completed Operations and Projects Liability" coverage.
- B. Commercial Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Commercial Automobile Liability Insurance. This insurance shall be written with limits of liability of \$1,000,000 each accident for bodily injury and property damage. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 each claim and aggregate in a form and with a self-insured retention acceptable to City.

- E. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

11. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

12. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project. Notwithstanding, unless otherwise specified in the Scope of Services, City shall have sole responsibility as between City and Consultant with compliance with the ADA and related regulations.

13. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

14. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

15. SCHEDULES

[UPDATE FOR EACH PROJECT]

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of _ pages.
- Schedule 2 - "Fee Schedule" consisting of __ page.
- Schedule 3 - "Work Schedule" consisting of __ pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of __ pages.

16. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

This Agreement, together with all Project Documents incorporated by reference , constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

[INSERT SIGNATURE SECTION FOR EACH AGREEMENT]

(Continue to next page for Exhibit C to Master Contract)

Exhibit C

Special Funding Requirements

Excerpt from Request for Proposal dated September 25, 2023, Section 9

9.1. Special Funding Contract Requirements

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements.

This bid attachment shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see section below).

3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

9.2. Remedies

Applicable to all contracts/agreements in excess of \$250,000; 2 CFR, Part 200, Appendix II(A)

- A. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.
- C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

9.3. Termination for Cause and Convenience

Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)

- A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.
- B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

9.4. Equal Employment Opportunity

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of

September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.5. [Rights to Inventions Made Under a Contract/Agreement](#)

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

If the Contractor qualifies as a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the federal funding contract, the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

9.6. [Clean Air Act and The Federal Water Pollution Control Act](#)

Contracts in excess of \$150,000; 2 CFR, Part 200, Appendix II(G)

- A. Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

B. Federal Water Pollution Control Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

9.7. Debarment and Suspension

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

- A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise

from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.8. Byrd Anti-lobbying Amendment

Award of \$100,000 or more; 2 CFR, Part 200, Appendix II(I)

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9.9. Procurement of Recovered Materials

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

- A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - 2. Meeting contract performance requirements.
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

9.10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

The Contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

9.11. Domestic Preferences for Procurement

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

9.12. Access to Records

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

- A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

9.13. Changes

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

- A. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
- B. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

9.14. Department of Homeland Security Seal, Logo, and Flags

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

9.15. Compliance with Federal Law, Regulations, and Executive Orders

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

9.16. No Obligation by Federal Government

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

9.17. Fraud and False or Fraudulent or Related Acts

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

(Continue to next page for Schedule 1 of Master Contract)

Schedule 1

Scope of Services

Excerpt from Request for Proposal dated September 25, 2023, Sections 3.4 – 3.5

Note: Specific Scopes of Services will be as set forth in project-specific Schedule 1s that are incorporated within each Agreement

3.4. Scope of Service - Professional Services

- A. The Consultants will be required to provide complete Professional Services for the following possible future projects:
 - 1. Long range facility planning and asset management
 - 2. Regulatory analysis and interpretation
 - 3. Project planning
 - 4. Data analysis and interpretation
 - 5. Modeling
 - 6. Expert testimony
 - 7. Process consulting
 - 8. Other Professional Services as needed
- B. Consultant shall assist with developing a realistic and workable Capital Improvement Program (CIP) that identifies items necessary to maintain/expand waste treatment facilities and collections system needs to meet future permit requirements.
- C. Developing an Asset Management Plan for the City's Wastewater infrastructure assets:
 - 1. Asset evaluations
 - 2. Identification of needs
 - 3. Development of a prioritized Rehab and Rehabilitation plan for inclusion into the Capital Improvement Plan
- D. Assist City staff with identifying, evaluating, and selecting treatment technologies needed to achieve long-term requirements in terms of ability to achieve anticipated effluent limits, cost effectiveness, and process stability.
- E. Design treatment process modifications needed to implement selected treatment technologies.

3.5. Scope of Service - Construction Documents and Bidding Phase

- A. The Consultant will assist with future construction project phases including design, engineering, construction management, and inspection as generally outlined below. Future work may be

revised to include all, part, or only limited portions as needed for the project.

1. Environmental Study

- a. Provide all necessary Environmental Services for the project area including a Phase I Environmental Assessment using current American Society for Testing and Materials (ASTM E 1527-05) standard practices.
- b. Coordinate all environmental issues with appropriate Federal, State, and Local agencies and perform necessary actions to satisfy those agency's requirements.
- c. Provide an estimate for a Phase II Environmental Assessment.

2. Analysis of Project Site

- a. Provide recommendations for locating all amenities listed in the project scope based on user safety and experience, economic feasibility, environmental sustainability, and constructability.

3. Graphics

- a. Provide necessary graphics (plans, perspectives, elevations, details, and renderings) to best illustrate the project.

4. Final Design Criteria

- a. Develop final design criteria, construction materials and methods, dimensions and site amenities.

5. Preliminary Plan Sets

- a. Prior to bidding the project, provide five (5) sets of plans for both a 70% and 90% complete Construction Documentation packet for review including specifications and a detailed cost estimate for construction.

6. Pre-Submittal Meetings

- a. Attend pre-submittal meetings and provide necessary addendums to the submittal.

7. Final Construction Documents

- a. Provide 5 sets of final construction documents to the owner for bidding [including one (1) electronic copy].

8. Provide project construction management.

- B. As necessary, attend and facilitate meetings with City staff throughout the development of the project.

Schedule 2

Fee Schedule

Excerpt from Consultant's Response to RFP dated October 20, 2023, Pricing Proposal

Bid: 23-130 Wastewater Department Engineer of Record

Pricing Proposal			
Brown and Caldwell			
Hourly Rates			
Line Item	Description	Unit of Measure	Unit Cost
1	Principal	Per Person Per Hour	\$305.00
2	General Manager	Per Person Per Hour	\$315.00
3	Team Leader	Per Person Per Hour	\$247.00
4	Construction Manager	Per Person Per Hour	\$247.00
5	Senior Project Manager	Per Person Per Hour	\$247.00
6	Project Manager	Per Person Per Hour	\$229.00
7	Project Lead	Per Person Per Hour	\$247.00
8	Project Coordinator	Per Person Per Hour	\$158.00
9	QA/QC Manager	Per Person Per Hour	\$295.00
10	Principal Engineer	Per Person Per Hour	\$229.00
11	Senior Engineer	Per Person Per Hour	\$203.00
12	Project Engineer	Per Person Per Hour	\$183.00
13	Design Engineer	Per Person Per Hour	\$183.00
14	Assistant Project Engineer	Per Person Per Hour	\$158.00
15	Engineer In Training	Per Person Per Hour	\$137.00
16	Senior Planner	Per Person Per Hour	\$247.00
17	Senior Project Planner	Per Person Per Hour	\$247.00
18	Project Planner	Per Person Per Hour	\$229.00
19	Senior Landscape Architect	Per Person Per Hour	Subconsultant - TBD
20	Senior Project Landscape Architect	Per Person Per Hour	Subconsultant - TBD
21	Project Landscape Architect	Per Person Per Hour	Subconsultant - TBD
22	Associate Landscape Architect	Per Person Per Hour	Subconsultant - TBD
23	Assistant Landscape Architect	Per Person Per Hour	Subconsultant - TBD
24	Senior Designer	Per Person Per Hour	\$183.00
25	Advanced Design Technician	Per Person Per Hour	\$158.00

30	Senior Construction Inspector	Per Person Per Hour	\$183.00
31	Construction Inspector	Per Person Per Hour	\$158.00
32	Building Inspector	Per Person Per Hour	\$0.00
33	Senior Technician	Per Person Per Hour	\$122.00
34	Technician	Per Person Per Hour	\$107.00
35	CAD Manager	Per Person Per Hour	\$183.00
36	Drafting Manager	Per Person Per Hour	\$183.00
37	Advanced Drafter	Per Person Per Hour	\$158.00
38	Intermediate Drafter	Per Person Per Hour	\$137.00
39	Drafter	Per Person Per Hour	\$122.00
40	Land Survey Manager	Per Person Per Hour	\$0.00
41	Land Surveyor	Per Person Per Hour	\$0.00
42	Survey Technician	Per Person Per Hour	\$0.00
43	One-Man Survey	Per Person Per Hour	\$0.00
44	Two-Man Survey Crew	Per Person Per Hour	\$0.00
45	GIS Analyst	Per Person Per Hour	\$158.00
46	Technical Writer	Per Person Per Hour	\$158.00
47	Expert Witness	Per Person Per Hour	\$269.00
48	Industry Expert	Per Person Per Hour	\$295.00
49	Intern	Per Person Per Hour	\$82.00
50	Senior Business Consultant	Per Person Per Hour	\$269.00
51	Senior Administrative Assistant	Per Person Per Hour	\$122.00
52	Administrative Office Manager	Per Person Per Hour	\$183.00
53	Administrative Office Coordinator	Per Person Per Hour	\$122.00
54	Administrative Assistant	Per Person Per Hour	\$107.00
55	Clerical	Per Person Per Hour	\$82.00
56	Network Administrator	Per Person Per Hour	\$0.00
57	Marketing Specialist	Per Person Per Hour	\$158.00
Hourly Rates - If Position Is NOT Listed Above			
Line Item	Description	Unit of Measure	Unit Cost
58	CEO, President, Executive Vice President, Senior Vice President (Lvls N, O, P)	Per Person Per Hour	\$315.00
59	Vice President (Lvl M)	Per Person Per Hour	\$305.00
60	Chief Engineer, Scientist, or Geologist/Hydrogeologist; Executive Engineer (Lvl L)	Per Person Per Hour	\$295.00
61	Managing Engineer, Scientist, or Geologist, Hydrogeologist (Lvl K)	Per Person Per Hour	\$269.00
62	Supervising Engineer, Scientist, or Geologist, Hydrogeologist; Controller (Lvl J)	Per Person Per Hour	\$247.00

63	Principal Engineer, Scientist, or Geologist, Hydrogeologist; Supervising Designer (Lvl I)	Per Person Per Hour	\$229.00
64	Senior Engineer, Scientist, or Geologist, Hydrogeologist; Principal Designer; Senior Technical Writer (Lvl H)	Per Person Per Hour	\$203.00
65	Engineer III, Inspector III, Geologist/Hydrogeologist III, Scientist III, Supervising Drafter/Illustrator, Admin Manager, Accountant IV (Lvl G)	Per Person Per Hour	\$183.00
66	Engineer II, Inspector II, Geologist/Hydrogeologist II, Scientist II, Lead Drafter/Illustrator, Technical Writer, Accountant III (Lvl F)	Per Person Per Hour	\$158.00
67	Engineer I, Inspector I, Geologist/Hydrogeologist I, Scientist I, Senior Drafter/Illustrator, Word Processor IV, Accountant II (Lvl E)	Per Person Per Hour	\$137.00
Reimbursable Expenses			
Line Item	Description	Unit of Measure	Percentage
68	Mileage/Travel	Per current IRS rates	N/A
69	Reimbursable Expenses	Cost	N/A
70	Subconsultants	Cost Plus Percent	2.0%

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan – Requested 2/6/2024

PERA Questionnaire

Insurance Certificate(s) – Requested 2/6/2024

**CERTIFICATION REGARDING
BYRD ANTI-LOBBYING**

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor signed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False claims and Statements, apply to this certification and disclosure, if any.

Contractor Company Name: Brown and Caldwell

Signature: _____

Date: 10/20/2023

Printed Name/Title: Mike Thorstensen, Local Leader and Project Principal



BROWN AND CALDWELL

REVIEWED

By Christina Garcia at 2:51 pm, Nov 28, 2023

Unique Entity ID KMZMQL18BLF1	CAGE / NCAGE 9X005	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Sep 27, 2024	
Physical Address 201 N Civic DRIVE, Suite 300 Walnut Creek, California 94596-3864 United States	Mailing Address 1527 Cole BLVD STE 300 Lakewood, Colorado 80401 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 10	State / Country of Incorporation California / United States	URL http://www.browncaldwell.com

Registration Dates

Activation Date Sep 29, 2023	Submission Date Sep 28, 2023	Initial Registration Date Apr 8, 2002
--	--	---

Entity Dates

Entity Start Date Apr 1, 1947	Fiscal Year End Close Date Sep 30
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
--	--	--

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 9X005

Points of Contact

Electronic Business

 Maurene Carlson, Corporate Controller	1527 Cole BLVD. Lakewood, Colorado 80401 United States
Kelly Newman	1527 Cole BLVD STE 300 Lakewood, Colorado 80401 United States

Government Business

 amy FAIRBANK, Chief Financial Officer	1527 Cole BLVD. Suite 300 Lakewood, Colorado 80401 United States
MAURENE CARLSON, Director - Corporate Accounting	1527 Cole BLVD Suite 300 Lakewood, Colorado 80401 United States

Past Performance

 LISA RICHARDSON	18200 Von Karman AVE. Suite 400 Irvine, California 92612 United States
MAURENE CARLSON, Director - Corporate Accounting	1527 Cole BLVD Suite 300 Lakewood, Colorado 80401 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541513	Computer Facilities Management Services
	541519	Other Computer Related Services
	541611	Administrative Management And General Management Consulting Services
	541618	Other Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	562211	Hazardous Waste Treatment And Disposal
	562212	Solid Waste Landfill
	562219	Other Nonhazardous Waste Treatment And Disposal

562910

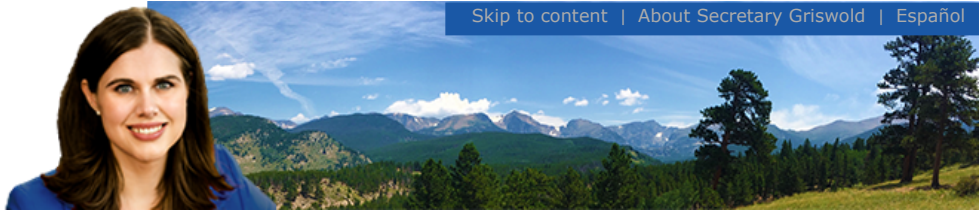
Remediation Services

562998

All Other Miscellaneous Waste Management Services

Disaster Response

This entity does not appear in the disaster response registry.



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[Business Home](#)
[Business Information](#)
[Business Search](#)

[FAQs, Glossary and Information](#)

Summary

Details			
Name		BROWN AND CALDWELL, INC.	
Status	Good Standing	Formation date	03/20/1978
ID number	19871067502	Form	Foreign Corporation
Periodic report month	March	Jurisdiction	California
Principal office street address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		
Principal office mailing address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

BROWN AND CALDWELL, INC.

is an entity formed or registered under the law of California , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871067502 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 11/27/2023 that have been posted, and by documents delivered to this office
electronically through 11/28/2023 @ 14:52:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 11/28/2023 @ 14:52:40 in accordance with applicable law.
This certificate is assigned Confirmation Number 15522494 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

INSERT AFFIRMATIVE ACTION PLAN

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No X. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No ____.

If you answered "yes" please state which of the above entities best describes your business:

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: Brown and Caldwell

Authorized Signature:  Title: Managing Director, CS

Printed Name: Michael J. Thorstenson Date: September 22, 2023

INSERT INSURANCE



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN JORDAN ENGINEERING, LLC., A NEW MEXICO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE COLLECTION OF A DEPOSIT FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Deposit Agreement between Jordan Engineering, LLC., and the City of Pueblo and authorizing the Mayor to execute said Agreement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Jordan Engineering, LLC will become the owner of a portion of the property located near the intersection of Pueblo Boulevard and Sovereign Circle which is currently in the process of being resubdivided. The developer intends to construct a drive-through coffee shop and has provided a traffic queueing analysis that demonstrates that traffic queues should normally be contained within the boundary of the property based on traffic generation data from other similar coffee shops operating in the region. However, engineers from both the City of Pueblo and CDOT have expressed concerns about the potential impacts on traffic flows on Pueblo Boulevard due to the proximity to the state highway. In order to mitigate any concerns related to unwanted traffic impacts on Pueblo Boulevard, the developer has agreed to provide a deposit of \$10,000.00 that the City of Pueblo may use to construct additional improvements necessary to modify or close the existing driveway if traffic queueing extends outside of the property.

FINANCIAL IMPLICATIONS

There are no direct financial costs to the City of Pueblo related to the adoption of this Ordinance. If approved, the City of Pueblo will collect a deposit of \$10,000.00 from the developer and may liquidate said deposit if deemed necessary to modify or close the existing driveway at any time during the first year after issuance of a Certificate of Occupancy for the proposed coffee shop. The terms of the proposed agreement required that the deposit be returned to the Developer if no undesired traffic impacts occur within the first year after the issuance of a Certificate of Occupancy.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will prevent the City of Pueblo from being able to enter into the proposed Deposit Agreement with the developer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Deposit Agreement (Dutch Bros). Clean. Developer Executed

ORDINANCE NO.

AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN JORDAN ENGINEERING, LLC., A NEW MEXICO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE COLLECTION OF A DEPOSIT FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Deposit Agreement ("Agreement") by and between Jordan Engineering, LLC., a New Mexico Limited Liability Company, and the City of Pueblo, a Colorado Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute an Agreement for and on behalf of the City Pueblo and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT, ("Agreement") is made and entered into this ____ day of _____, 2024 by and between the CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as "City", and Jordan Engineering, LLC, a New Mexico limited liability company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer will become the owner of a portion of the existing Lot 5, Block 14, Regency Park 5th Filing subdivision, City of Pueblo, County of Pueblo, Colorado, a lot which as of the date of this Agreement, is in the process of being re-subdivided with the legal description of Lot 2, Regency Park 5th Filing, 1st Amendment Subdivision, City of Pueblo, County of Pueblo, Colorado (hereinafter referred to as the "Property"); and

WHEREAS, the Property is adjacent to a state highway and Developer has requested that vehicular access to and from the Property be provided via Sovereign Circle (a City street not part of the state highway network) which connects to the state highway; and

WHEREAS, the Developer has proposed to construct a Dutch Bros drive-through coffee shop on the Property and the Developer's engineer has provided a traffic queueing analysis demonstrating that anticipated traffic queues related to the proposed use of the Property will be reasonably contained within the Property based on certain planning assumptions; and

WHEREAS, the City and the Colorado Department of Transportation ("CDOT") have expressed concerns regarding adverse safety and operational impacts that may be caused by vehicles queueing outside the Property on traffic flows along Pueblo Boulevard and have proposed roadway improvements that would mitigate those concerns should any such impacts occur; and

WHEREAS, to resolve such concerns and provide for the adequate development of the Property, Developer has agreed to the provisions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the City and Developer agree as follows:

1. Prior to and as a condition of approval any development of the Property by Developer, Developer shall deposit funds in the amount of \$10,000.00 (the "Deposit") with the City's Director of Finance. The amount of the Deposit represents the estimate of costs for the City to install public improvements necessary to modify or close the existing vehicular access to the Property from Sovereign Circle closest to Pueblo Boulevard ("Future Improvements"). The Deposit further represents the entire cost of Developer's contribution with respect to the Future Improvements.

2. Prior to issuance of a Certificate of Occupancy for any development of the Property by Developer, Developer shall draft a written traffic operations plan (the "Plan") that will minimize adverse impacts to safety and efficiency on public roadways that may be caused by traffic queues extending into the public right-of-way beyond the Property. A copy of the traffic operations plan and

all equipment, materials, and supplies necessary to implement mitigation measures identified in the plan shall be stored on the Property for immediate implementation of mitigation measures when required. Mitigation measures to be implemented on the Property are at the sole discretion of the Developer.

3. Notwithstanding traffic operation impacts during the initial “Grand Opening” period during the first four weeks after opening of the proposed Dutch Bros coffee shop, if in the sole opinion of the Director of Public Works, the safe and efficient operation of vehicular, bicycle, or pedestrian traffic is impacted by traffic queueing that extends outside of the Property, the Director of Public Works shall issue a written notice of noncompliance (“Notice”) to the Developer, which shall be considered to be properly served if sent by e-mail or if sent by first class mail. Developer shall, upon receipt of said Notice, immediately implement necessary mitigation measures to prevent off-Property queueing and other adverse traffic operation impacts. If, in the sole opinion of the Director of Public Works, the mitigations do not adequately address the identified adverse traffic impacts or other traffic operation impacts are caused, the Director of Public Works may, at his sole discretion, direct that the Deposit be withdrawn and used by the City to cause the installation of any improvements that may be required to modify or close the existing driveway access to the Property from Sovereign Circle or to cause any required striping or signage to be installed in Sovereign Circle that may be necessary to ensure the safe and efficient flow of traffic, bicycles, and pedestrians through the area. Developer further agrees to grant any temporary or permanent easements on the Property that may be required by the City to install said improvements. Nothing herein shall prevent or restrict the City or CDOT from implementing any lawful measures necessary to protect the health and safety of the public at any time in accordance with applicable laws, ordinances, or other regulations.

4. If, after a period of one (1) year from the date of the issuance of a Certificate of Occupancy for any building constructed on the Property, no adverse traffic safety or operational impacts requiring mitigation have been identified by the Director of Public Works; or if the Developer, at the direction of the Director of Public Works, has cured any traffic issues to the Director’s satisfaction, then the Director of Public Works shall direct that all deposited funds be returned to the Developer no later than sixty (60) days after the one-year anniversary date from issuance of the Certificate of Occupancy.

5. This Agreement shall terminate upon the earliest occurrence of any of the following:

- a. Issuance of written notice signed by Director of Public Works advising that the Developer is released from its obligations under this Agreement;
- b. The City issues final payment to its contractor for installation of Future Improvements;
- c. If no Certificate of Occupancy has been issued on the Property within three (3) years after the date of execution of this Agreement;

6. Should any Deposit balance remain with the City upon termination of this Agreement as defined in Paragraph 5, it shall be returned to the Developer within sixty (60) days of the effective termination date provided Developer is in compliance with all obligations under this Agreement

7. All notices required to be made under this Agreement or other routine correspondence related thereto between City and Developer shall be addressed as specified below or as otherwise may be updated from time to time in writing by said parties:

If to City:

By U.S. Mail/Courier service:

Director of Public Works
211 E. D Street
Pueblo, CO 81003

With copy to:

City Attorney
1 City Hall Pl.
Pueblo, CO 81003

By e-mail:

pubworks@pueblo.us

With copy to:

cityattorney@pueblo.us

If to Developer:

If by U.S. Mail/Courier service:

Jordan Engineering, LLC
18230 W Oregon Ct
Litchfield Park, AZ 85340

If by e-mail:

jwjengr@aol.com

With copy to:

Mako Kellman
Anvil Real Estate & Development, LLC
1776 Montano Rd NW, Suite 25
Albuquerque, NM 87107

With email copy to: mkellman@swcp.com

8. Nothing contained herein is intended to be relied upon or otherwise act as an amendment of or a release of any obligations under law and City code.

9. Developer's rights and obligations under this Agreement may be assigned and delegated to a subsequent owner of the Property. Any remaining balance of Deposit funds that exist upon termination of this Agreement shall be returned to the Developer unless Developer assigns this Agreement and the Deposit to a subsequent owner in writing and City approves said assignment. To the extent that improvements, access to, and use of the Property are consistent with Developer's plan for development of the Property, the Future Owner will have no additional financial obligation with respect to its obligations under this Agreement.

10. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

*****SIGNATURE PAGES FOLLOW*****

Executed at Pueblo, Colorado, the day and year first above written.

**CITY OF PUEBLO,
A MUNICIPAL CORPORATION**

By _____
Nicholas A. Gradisar, Mayor

ATTEST:

City Clerk

JORDAN ENGINEERING, LLC (DEVELOPER)

By  _____
Mako D. Kellman , Authorized Signatory



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT NO. CI2423 - ENERGY PERFORMANCE CONTRACT AUDIT, BUDGETING AND APPROPRIATING \$125,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND FOR SAID PROJECT, AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE AND THE CITY OF PUEBLO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance establishes Project No. CI2423 - Energy Performance Contract Audit and budgets and appropriates \$125,000.00 from the unappropriated fund balance of the General Fund to said project to fund building energy audits to identify potential future projects.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado Energy Office has established an Energy Performance Contracting (EPC) program which allows public entities to leverage energy cost savings realized from the implementation of capital projects to finance the cost of implementing those improvements. The program requires that the City contract for an energy consultant to perform an investment-grade energy audit of certain facilities. The audit team will help the City identify a slate of potential projects that would result in long-term energy cost savings, and to prioritize those projects based on anticipated payback. The program is set up to allow the City to select (or to not select) any of those projects and to use the future cost savings as a funding source to finance the cost of implementing those projects so that the City does not incur a major capital outlay to install the required upgrades. The City will realize several benefits through its participation in the EPC program, including:

- Long-term reduction in City's energy demand and permanent cost savings that reduce recurring energy expenses once implemented projects are paid
- Updated/upgraded facilities and building systems without the need to divert significant

capital resources

- Alignment with City's strategic energy objectives

Through participation in the program, Public Works intends to assess approximately 500,000 of the City's 1.5 million square feet of facility space to identify potential energy savings projects.

FINANCIAL IMPLICATIONS:

This Ordinance will transfer \$125,000.00 from the unappropriated General Fund balance to Project No. CI2423 - Energy Performance Contract Audit. The funds will be available to cover the City's obligation to pay for the required energy audit.

BOARD/COMMISSION RECOMMENDATION:

The City's Energy Advisory Commission has recommended the City's participation in this program.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will preclude the City from participating in the Colorado Energy Office's Energy Performance Contract program.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CEO EPC Memorandum of Understanding

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT NO. CI2423 - ENERGY PERFORMANCE CONTRACT AUDIT, BUDGETING AND APPROPRIATING \$125,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND FOR SAID PROJECT, AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE AND THE CITY OF PUEBLO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Project No. CI2423 - Energy Performance Contract Audit is approved and hereby established.

SECTION 2.

Funds in the amount of \$125,000.00 are hereby transferred from the 2024 unappropriated fund balance of the General Fund, and budgeted and appropriated into Project No. CI2423 - Energy Performance Contract Audit.

SECTION 3.

The Memorandum of Understanding by and between the State of Colorado by and through the Colorado Energy Office, and the City of Pueblo, a Colorado Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute the Memorandum of Understanding for and on behalf of the City Pueblo.

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

MEMORANDUM OF UNDERSTANDING
between the COLORADO ENERGY OFFICE
and CITY OF PUEBLO

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the STATE OF COLORADO (the “State”), acting by and through the Colorado Energy Office (the “CEO”), and the City of Pueblo, a Colorado municipal corporation (the “Facility Owner”). “Party” means the State, CEO or Facility Owner and “Parties” means both the State/CEO and the Facility Owner.

RECITALS

WHEREAS, in compliance with the State Procurement Code as set forth in section 24-101-101, *et seq.*, C.R.S. and any applicable public bidding requirements, the CEO issued a Request for Proposals (“RFP”) to energy service companies (“ESCOs”) to provide as needed energy performance contract services for its Energy Performance Contracting Program; and

WHEREAS, as a result of the RFP process, CEO maintains a list of pre-qualified ESCOs that are eligible for final selection by State agencies and local governments and/or municipalities to provide energy performance contracting services; and

WHEREAS, the purpose of this MOU is to provide the Facility Owner with access to the services and support of the CEO’s Energy Performance Contracting (“EPC”) Program; and

WHEREAS, in furtherance of the purpose of this MOU, the CEO is available to assist the Facility Owner with the development and implementation of EPC projects, as well as to encourage the Facility Owner to adhere to the guidelines of the EPC Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations and covenants contained herein, the parties hereto agree as follows:

- 1. Effective Date of MOU.** This MOU shall become effective upon the later date on which the Director or authorized designee of CEO, or the representative for the Facility Owner has signed it.
- 2. Term of MOU.** The Parties’ respective performances under this MOU shall commence on the Effective Date and shall expire one year from date of signature or at the end of the term of services contracted from a pre-qualified ESCO.
- 3. Responsibilities of the CEO and the EPC Program to Facility Owner.** The responsibilities of the CEO and the EPC Program include, but are not limited to:
 - a. Upon execution of this MOU, CEO will assign an EPC project consultant to provide advice and technical assistance throughout the lifecycle of Facility Owner’s project.
 - b. CEO will provide the Facility Owner with information on the CEO website regarding the pre-approved, pre-qualified list of ESCOs, which includes links to the ESCOs’ website for further information;
 - c. CEO will assist Facility Owner to procure the services of an ESCO from the pre-qualified list of approved ESCOs;

- d. CEO will assist the Facility Owner with technical guidance in order to develop and execute a Technical Energy Audit and Project Proposal Contract with a pre-qualified ESCO and also support the Facility Owner with any amendments thereof;
- e. CEO will provide technical guidance to the Facility Owner and attend on-site meetings between the Facility Owner and ESCO, as needed and subject to availability;
- f. CEO will assist the Facility Owner to develop and initiate an energy performance contract project;
- g. CEO will monitor project implementation for audits and for energy performance contract projects;
- h. CEO will facilitate the energy performance contract process to ensure commitments are met by both the ESCO and the Facility Owner;
- i. CEO will review Facility Owner's audits, proposals, calculations, contracts and measurement and verification reports;
- j. As required for school districts and requested by other public agencies, the CEO will complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
- k. If applicable, CEO will identify possible solutions to mediate any conflicts between the Facility Owner and the ESCO.

4. Responsibilities of the Facility Owner. The responsibilities of the Facility Owner include:

- a. By executing this MOU, Facility Owner agrees to program participation in CEO's EPC Program and engage the CEO for assistance in all stages of the EPC Program, including project development;
- b. Using a secondary selection process, Facility Owner agrees to select an ESCO from CEO's current pre-qualified list of ESCOs and which meets the requirements of Facility Owner's procurement rules, regulations and statutes (if applicable);
- c. Facility Owner will provide information as needed for the feasibility study/technical energy audit and any other project development activities;
- d. Facility Owner will review/approve the ESCO's proposals, designs and reports in a timely manner;
- e. Facility Owner agrees to execute CEO approved contracts with the ESCO;
- f. Facility Owner agrees to arrange for project financing, and with the assistance and advice of legal counsel, execute appropriate financing documents and EPC contract;
- g. Facility Owner agrees to provide project management;
- h. Facility Owner will endeavor to work with the pre-qualified ESCO to develop and refine project parameters and any other project development activities;
- i. Facility Owner will assign its staff, employees, representatives to the facility project team including operations, maintenance, financial and upper management personnel;
- j. Depending on the subject matter to be discussed, Facility Owner will ensure appropriate personnel attend project development meetings;

- k. Facility Owner will provide access to and escort ESCO, its subcontractors and CEO to buildings during mutually agreed-upon hours;
 - l. If Facility Owner is a school district, Facility Owner agrees to allow CEO to complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
 - l. During project reviews and any other reviews, Facility Owner will endeavor to address CEO's recommendations;
 - m. As requested by CEO and as needed, Facility Owner agrees to provide CEO with information regarding measurement and verification activities.
5. THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU BE CONSTRUED OR INTERPRETED AS CREATING A LEGALLY BINDING AND ENFORCEABLE CONTRACT BETWEEN THE PARTIES. IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU, THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY. THE SOLE REMEDY AVAILABLE TO THE PARTIES FOR FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU IS TO TERMINATE THIS MOU. THE FACILITY OWNER ACKNOWLEDGES AND AGREES THAT CEO'S SERVICES MAY INCLUDE ADVICE AND RECOMMENDATIONS, BUT ALL DECISIONS IN CONNECTION WITH THE FACILITY OWNER'S EPC PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE FACILITY OWNER, ITS AGENTS AND CONTRACTORS.
6. **Signatures.** IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

STATE OF COLORADO , acting by and through the COLORADO ENERGY OFFICE		CITY OF PUEBLO , a Colorado municipal corporation (FACILITY OWNER):	
_____ Will Toor, CEO Director	_____ Date	_____ Heather Graham, Mayor	_____ Date
		____ Yes! I have reviewed this MOU and accept CEO's free technical support for an EPC project.	
		____ No thank you. I have reviewed this MOU and decline CEO's free technical support for an EPC project.	
_____ EPC Team Representative	_____ Date		



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF \$65,000.00 FROM GOODWIN KNIGHT, LLC SATISFYING DEVELOPER'S OBLIGATION WITH RESPECT TO INSTALLATION OF TRAFFIC CONTROL IMPROVEMENTS AT THE INTERSECTION OF PARKER BOULEVARD AND SPAULDING AVENUE, A CONDITION OF THE "EAST OF PUEBLO BOULEVARD AND SOUTH OF TUXEDO BOULEVARD" ANNEXATION AGREEMENT DATED MAY 25, 2001 AND APPROVED UNDER ORDINANCE NO. 6688; ESTABLISHING PROJECT NO. CI2425 - TRAFFIC CONTROL IMPROVEMENTS AT PARKER AND SPAULDING; AND BUDGETING AND APPROPRIATING \$65,000.00 INTO SAID ACCOUNT

SUMMARY:

This Ordinance will accept a payment in the amount of \$65,000.00 from Goodwin-Knight, LLC for its obligation to install traffic control improvements at the intersection of Parker Blvd. and Spaulding Ave. The Ordinance also creates a new project account and deposits, budgets and appropriates the developer's funds into that new project account.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance No. 6688 on May 29, 2001, approving an Annexation Agreement for the area known as "East of Pueblo Boulevard South of Tuxedo Boulevard", which requires property owners to install traffic control improvements at the intersection of Parker Boulevard and Spaulding Avenue.

BACKGROUND:

Goodwin Knight, LLC, as owner of property located within the City of Pueblo annexed under the Annexation Agreement dated May 25, 2001 for the area known as "East of Pueblo Boulevard, South of Tuxedo Boulevard", is obligated to install traffic control improvements at the intersection of Parker Boulevard and Spaulding Avenue. Rather than requiring the developer to solely bear the cost of installing said improvements, the City will accept a payment from the developer representing an equitable share of the cost to install a traffic signal and associated improvements at the intersection.

The City's acceptance of this payment will satisfy the developer's obligation with respect to the installation of traffic control improvements required under the Annexation Agreement.

FINANCIAL IMPLICATIONS:

Funds paid by the developer in the amount of \$65,000.00 will be deposited and budgeted and appropriated into Account No. CI2425 - Traffic Control Improvements at Parker and Spaulding.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from accepting the developer's payment for required traffic control improvements.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF \$65,000.00 FROM GOODWIN KNIGHT, LLC SATISFYING DEVELOPER'S OBLIGATION WITH RESPECT TO INSTALLATION OF TRAFFIC CONTROL IMPROVEMENTS AT THE INTERSECTION OF PARKER BOULEVARD AND SPAULDING AVENUE, A CONDITION OF THE "EAST OF PUEBLO BOULEVARD AND SOUTH OF TUXEDO BOULEVARD" ANNEXATION AGREEMENT DATED MAY 25, 2001 AND APPROVED UNDER ORDINANCE NO. 6688; ESTABLISHING PROJECT NO. CI2425 - TRAFFIC CONTROL IMPROVEMENTS AT PARKER AND SPAULDING; AND BUDGETING AND APPROPRIATING \$65,000.00 INTO SAID ACCOUNT

WHEREAS, City Council approved the Annexation Agreement between the City of Pueblo and Qwanzo, LLC dated May 25, 2001 for the area known as "East of Pueblo Boulevard and South of Tuxedo Boulevard" under Ordinance No. 6688; and

WHEREAS, the aforementioned Annexation Agreement requires property owners within the annexed area to construct traffic control improvements at the intersection of Parker Boulevard and Spaulding Avenues; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Project account no. CI2425 - Traffic Control Improvements at Parker and Spaulding is hereby established.

SECTION 2.

Funds in the amount of \$65,000.00 paid to the City of Pueblo by Goodwin Knight, LLC are hereby accepted and the Director of Finance is directed to deposit and budget and appropriate said funds into account no. CI2425 - Traffic Control Improvements at Parker and Spaulding.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A TRAIL LICENSE AGREEMENT AND A LICENSE TO CROSS BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATED TO THE OPERATION AND MAINTENANCE OF TRAIL IMPROVEMENTS TO BE INSTALLED AS PART OF CDOT'S PROJECT TO RECONSTRUCT THE I-25/US-50B INTERCHANGE, AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

This Ordinance approves a Trail License Agreement and License to Cross between the State of Colorado by and through the Colorado Department of Transportation and the City of Pueblo related to the operation and maintenance of trail improvements that will be constructed by CDOT during their upcoming project to rebuild the Interstate 25 and US-50 Bypass interchange.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As part of CDOT's project to reconstruct the interchange at I-25 and US-50B, a pedestrian and bicycle trail will be constructed by CDOT within its right-of-way to provide safe and efficient access across the interstate, Fountain Creek, and the railroad tracks for non-vehicular traffic. As a condition of the trail construction, CDOT requires that the City accept maintenance responsibility for the proposed improvements. The Parks and Recreation Department will carry out vegetation management and associated trail maintenance responsibilities as part of its recreational trail maintenance program.

FINANCIAL IMPLICATIONS:

Under the Trail Maintenance Agreement and License to Cross, the City would be responsible for ongoing maintenance of the installed trail improvements. The City would also be responsible for costs associated with any City-requested changes in project scope related to the trail work and for removing said improvements should the City no longer desire to maintain them.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from entering into the Trail Maintenance Agreement and issuance of the License to Cross from CDOT to the City.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. License to Cross (Final)
2. 23535 Trail License Agreement (Final)

ORDINANCE NO.

AN ORDINANCE APPROVING A TRAIL LICENSE AGREEMENT AND A LICENSE TO CROSS BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATED TO THE OPERATION AND MAINTENANCE OF TRAIL IMPROVEMENTS TO BE INSTALLED AS PART OF CDOT'S PROJECT TO RECONSTRUCT THE I-25/US-50B INTERCHANGE, AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Trail License Agreement ("Agreement") and the License to Cross ("License") by and between the State of Colorado by and through the Colorado Department of Transportation ("CDOT"); and the City of Pueblo, a Colorado Municipal Corporation ("City"), copies of which are attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, are hereby approved. The Mayor is hereby authorized to execute said Agreement and said License for and on behalf of the City of Pueblo and the City Clerk's Office is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement and License to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective upon the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

Project Number: 23535

Location: Interstate 25 (I-25) and State Highway 50B (US50B)

LICENSE

WHEREAS, the Colorado Department of Transportation intends to reconstruct the interchange at Interstate 25 and US Highway 50 Bypass and the bridges crossing over the Fountain Creek and the railroad tracks east of the interstate under Project Number 23535; and

WHEREAS, the City of Pueblo desires that a trail be constructed to facilitate safe and efficient bicycle and pedestrian movement across the interstate; and

WHEREAS, the City and the Colorado Department of Transportation also intend to execute a separate Trail Maintenance Agreement delineating responsibilities related to the construction, operation, and maintenance of the aforementioned trail improvements; NOW THEREFORE,

THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO ("Licensor"), whose legal address is 2829 W. Howard Pl., City and County of Denver, State of Colorado, hereby grants to the City of Pueblo, A Home Rule City and Colorado Municipal Corporation ("Licensee") whose legal address is 1 City Hall Place, City of Pueblo, Pueblo County, State of Colorado 81003, to wit:

PERMISSION TO CROSS OVER the access control line of the Colorado Department of Transportation, from and to the real property in the Northwest Quarter of Section 30, Township 20 South, Range 64 West of the Sixth Principal Meridian, in the City of Pueblo, County of Pueblo, Colorado, ("the Property"), as described in the attached legal description and drawing, FOR THE PURPOSE OF activities associated with maintenance and use of the trail within the Right of Way of Interstate 25 (I-25) and State Highway 50B (US50B).

This agreement constitutes a bare License, conferring no enforceable right on Licensee and creating no property interest. It is a mere personal privilege, non-transferable and revocable at will, but shall be valid and remain in effect through perpetuity unless terminated for good cause in writing by either party. This License shall not be considered a commitment by Licensor nor in any way authorizes or guarantees any continuing use of the License. This License authorizes the aforementioned access control line crossing for Licensee's maintenance and use of the trail. The Licensee shall locate all utilities prior to commencing any future excavation work that Licensee or its contractors and subcontractors may be authorized to perform within the Property. Licensee assumes liability for the operation, maintenance, and use of the crossing and, to the extent permitted by Colorado law, agrees to defend, indemnify, and hold harmless the Federal Highway Administration and the Licensor and any employees, agents contractors, or other representatives of the Licensor against any and all damages, claims, liability, loss, or expenses, including attorney's fees and litigation costs, arising from or in any way related to the Licensee's operation, maintenance, or use of the entranceways or the issuance or use of this License. Licensee shall maintain the crossing in good repair at all times and, upon termination, Licensee shall be responsible for the prompt removal of the crossing and restoration of CDOT right-of-way to the condition found prior to commencing work in accordance with terms and conditions of the Trail License Agreement between the Colorado Department of Transportation and the City of Pueblo dated _____. This License is not a State Highway Access Permit, State Highway Utility Permit, or a Special Use Permit.

*****SIGNATURE PAGE FOLLOWS*****

Signed this _____ day of _____, 20__

ATTEST:

STATE OF COLORADO
DEPARTMENT OF TRANSPORTATION

Andrea Grinder
Chief Clerk-Property Management

Keith Stefanik, P.E
Chief Engineer

Accepted by the City of Pueblo

By: _____ this _____ day of _____ 20__
Nicholas A. Gradisar, Mayor

Approved as to Form:

_____ Date: _____
George Hypolite, City Attorney

EXHIBIT "A"

**U.S. 50 TRAIL
ACCESS CONTROL LINE
INTERSTATE HIGHWAY NO. 25 – M.P. 99.9 (U.S. 50 BYPASS)
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST
SIXTH PRINCIPAL MERIDIAN
PUEBLO COUNTY, COLORADO
DATE: NOVEMBER 20, 2023**

DESCRIPTION

One access control opening along the Interstate Highway No. 25 Right-of-Way and Highway 50 Bypass at M.P. 99.9 for the U.S. 50 Trail, situated in the Northwest Quarter of Section 30, Township 20 South, Range 64 West, of the 6th PM in the City of Pueblo, County of Pueblo, State of Colorado, being described as follows:

**West side of Interstate Highway No. 25
12-foot opening**

Beginning at the Northwest Corner of Section 30, monumented with a 3 1/2" Aluminum Cap, thence South 04°52'16" East, a distance of 151.71 feet to an angle point in the south right-of-way line of Interstate Highway No. 25, as depicted in Colorado Department of Transportation Project C 02-0018-01, thence North 88°36'17" East along said right-of-way line, a distance of 62.40 feet, to a point, said point being the BEGINNING OF ACCESS:

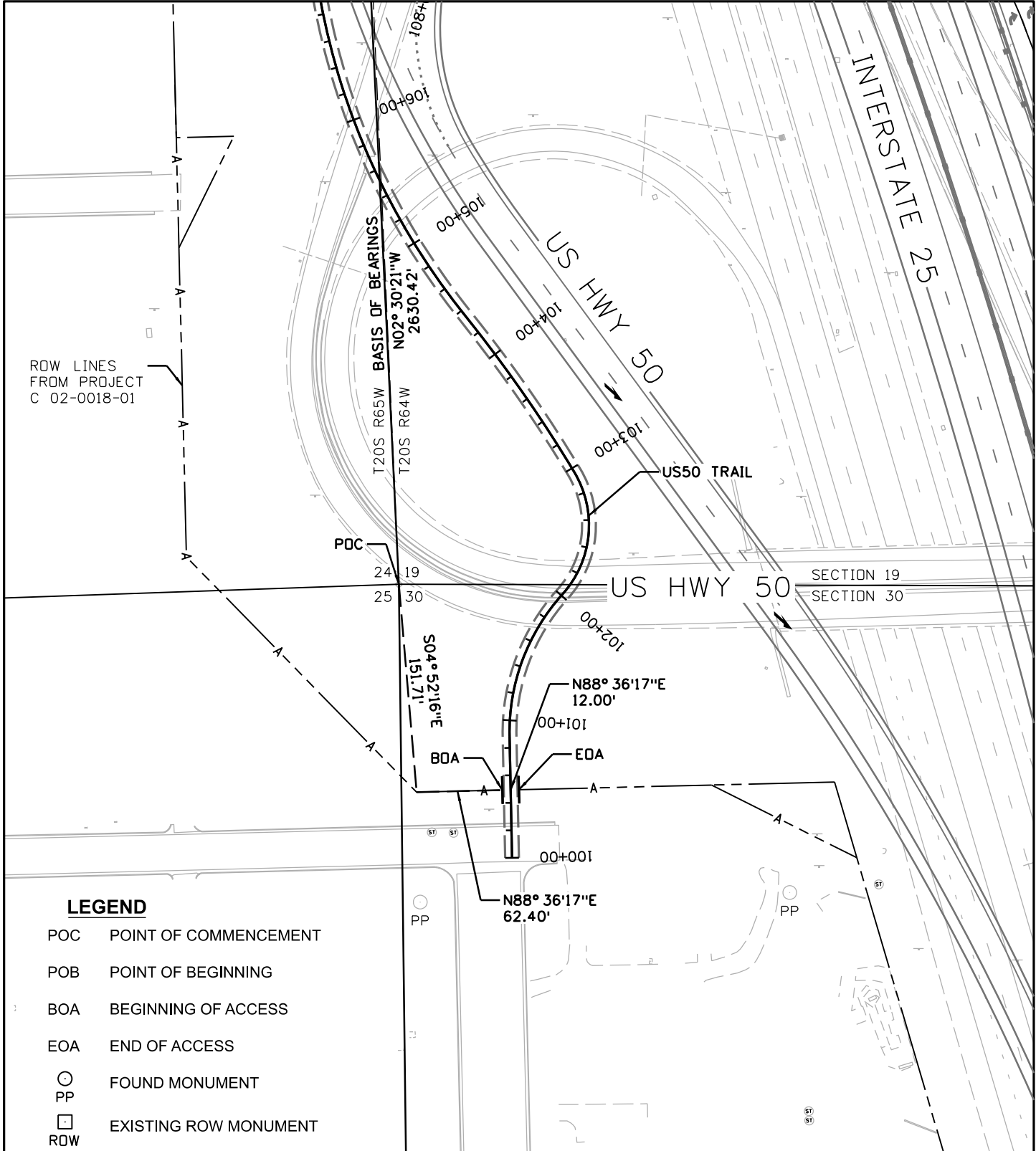
1. Thence along said south right-of-way line, North 88°36'17" East, a distance of 12.00 feet to a point, said point being the END OF ACCESS.

The purpose of the above described access opening is for the U.S. 50 Trail to cross the Interstate Highway No. 25 Right-of-Way.

Basis of Bearings: Bearings are based on a bearing of North 02°30'21" West from Northwest Corner of said Section 30 (a 3 1/2" Aluminum Cap) to the West Quarter Corner of Section 19, Township 20 South, Range 64 West (a 3 1/2" Aluminum Cap).

For and on Behalf of the
Colorado Department of Transportation
Lorelei A. Ward, PLS #34982
Farnsworth Group Inc.
5775 Mark Dabling Blvd. #190
Colorado Springs, CO 80919

11/20/2023 mlfischer 3:37:14 PM D:\LOCAL\0211010.00_125_SH50\2023.11.17_Exhibits\DRD\23535EXH_Sheet01_ALine_US50Trail.dgn



LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- BOA BEGINNING OF ACCESS
- EOA END OF ACCESS
- FOUND MONUMENT
- PP
- EXISTING ROW MONUMENT
- ROW

Colorado Department of Transportation



Region 2
5615 Wills Blvd.
Pueblo, CO 81008
Phone: 719-562-5568

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS



5775 Mark Dabbling Blvd. #190
Colorado Springs, CO 80919
(719) 590-9194 / (719) 590-9111 Fax
www.f-w.com

**EXHIBIT B
TRAIL ACCESS CONTROL**

I-25 AT M.P 99.9 (U.S. 50)
SECTION 30, T-20-S R-64-W, 6TH PM
PUEBLO COUNTY, COLORADO

Project No:

Date: 11/20/2023

Sheet Number: 1 OF 1

Property Management #: _____
Project #: 23535

TRAIL LICENSE AGREEMENT

THIS LICENSE, made this ____ day of _____, 20____ by and between the State of Colorado, Department Transportation, hereinafter referred to as "CDOT", and **THE CITY OF PUEBLO, A Home Rule City and Colorado Municipal Corporation**, hereinafter referred to as "Local Agency",

WHEREAS, Local Agency is planning the construction of a "non-motorized trail," as defined by Section 33-11-103(4), C.R.S., as amended, and its appurtenances, generally referred to by Local Agency as the US50B over I25 Trail (the "Trail"); and

WHEREAS, the Trail is further depicted in the description and/or map attached hereto as Exhibit A;

WHEREAS, CDOT has prepared engineering, design, and construction plans for the Trail (the "Plans"); and

WHEREAS, as shown on the Plans, CDOT has rights in certain property, hereinafter referred to as the "CDOT Right of Way," which is used for right of way at or near the highway known as **Interstate 25 (I-25) and State Highway 50B (US50B)**; and

WHEREAS, CDOT is charged with strategic planning and construction of statewide transportation systems, and implements its mission through careful planning and coordination with the Federal Highway Administration, often through acceptance of federal highway funds, and this process significantly impacts the ways in which CDOT Right of Way can be utilized; and

WHEREAS, CDOT has allowed the Trail and its non-motorized trail traffic to enter, occupy, and exit CDOT Right of Way as shown on the Plans; and

WHEREAS, CDOT desires to allow Local Agency to use CDOT Right of Way for operation, maintenance, and use of the trail, as described herein, subject to the terms and conditions of this Agreement; and

WHEREAS, Local Agency recognizes that CDOT must retain the superior right to use CDOT Right of Way for highway purposes, and Local Agency desires to agree to relinquish the use of such right of way without any cost or liability to CDOT, in accordance with the terms of this Agreement; and

WHEREAS, CDOT shall pay for the cost of construction of the Trail; and

WHEREAS, Local Agency pay for the cost of maintenance of the Trail; and

WHEREAS, CDOT and Local Agency consider it to be in their mutual interest to cooperate in and to agree upon certain responsibilities with regard to performance of the Trail; and

WHEREAS, this Agreement is executed by CDOT pursuant to the provision of Sections 43-2-103 and 43-2-144, C.R.S., as amended;

WHEREAS, CDOT and Local Agency have the authority, as provided in §§ 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as emended, and in applicable ordinance or resolution duly passed and adopted by the Local Agency, to enter into this Agreement with Local Agency for the purpose of maintaining the Trail; and

WHEREAS, Local Agency has duly executed this Agreement under the appropriate authority and after satisfying all legal prerequisites to binding itself to the obligations detailed herein.

NOW, THEREFORE, it is hereby agreed that:

A. Grant of Revocable License. CDOT grants a revocable license to Local Agency to use a portion of the CDOT Right of Way, as described and shown on the Plans and pursuant to the terms and conditions as are contained herein and on the Plans. Such grant is for the sole purpose of the maintenance of a trail that enters, travels within, and exits the CDOT Right of Way, in accordance with the Plans and any subsequently approved plans. In accepting this Agreement, Local Agency agrees to appropriate funding needed to provide maintenance for the Trail and assumes all liability for the Trail, as well as other terms and conditions as stated herein. Notwithstanding this paragraph, the grant is subject to CDOT's issuance of a Special Use Permit, and the decision whether to issue such a permit is in the sole discretion of CDOT.

B. CDOT Plan Review & Approval by Written Letter. CDOT is constructing the original trail under the 23535 roadway construction project. If the Local Agency desires any future improvements to the trail or expansion of the trail, they will provide Plans for CDOT to review and CDOT may indicate changes necessary to ensure compliance with CDOT and FHWA requirements. Approval of the Plans constitutes initial approval only; Local Agency shall not commence construction until CDOT issues to Local Agency a Special Use Permit and, thereby, approves the final construction and design plans for the Trail (the "Final Plans"). Local Agency must receive written approval from CDOT of the Final Plans via the Special Use Permit prior to Local Agency's commencement of construction. All approvals required by this Agreement must be in writing, and by written letter, not electronic mail. CDOT shall not be precluded or estopped by acceptance of the Trail from showing at a later time that the Project work as constructed does not in fact conform to the approved as-built Final Plans, nor from recovering from Local Agency such damage as CDOT may sustain by reason of Local Agency's failure to comply with the terms of this Agreement or the Final Plans. Neither acceptance by CDOT of the Trail work nor any possession of the constructed Trail facilities by CDOT shall operate as a waiver of any portion of this Agreement or of any power herein reserved, or of any right to damages. Except as provided otherwise herein, CDOT shall not be liable or responsible in any manner for the design details of the Trail improvements or Trail expansion or the accuracy or completeness of the Final Plans.

C. CDOT Right to Inspect Construction. CDOT shall have the ongoing right, but not the obligation, to review construction plans and inspect construction of any future Trail improvements or expansion within or affecting CDOT Right of Way for purposes of ensuring that it comports with the Final Plans and meets federal and CDOT highway laws, rules, and standards. The inspections shall only be visual, and shall not constitute an acceptance of the workmanship or materials used in the work done by Local Agency or its Contractor. Inspection does not confer any liability for the work of the Trail on CDOT. If any CDOT inspection or review discloses any work, in whole or in part as being unsatisfactory, CDOT may give Local Agency directions for correction of same, and Local Agency shall implement CDOT's directions or ensure its Contractor implements CDOT's directions.

D. Modification of the Final Plans & Design-Build Terms. If, following execution of this Agreement, Local Agency desires to make any material change to the Final Plans for any future improvement or expansion, Local Agency shall discuss such change or changes with CDOT, provide CDOT with a complete copy of the revised plans showing not only such changes, but also a reproduction of all plans, maps, designs and specifications, and await CDOT's written approval of the Final Plans prior to commencing construction of the parts materially changed. As discussed in Paragraph F, Local Agency must receive written approval from CDOT of its Final Plans prior to Local Agency's commencement of construction. For design-build projects, Local Agency shall be responsible for disclosing material changes to CDOT and ensuring CDOT approves any material changes that arise due to Contractor's construction discretion. For purposes of this paragraph, a "material change" includes, but is not limited to, any change from the Final Plans in the path which will entail more than a one-foot deviation in either the size or the location of the path, any significant change in the character or construction standards of the Trail, any change that could compromise the adjacent or subjacent support of the Trail or the CDOT Right of Way. If CDOT makes material changes to the Final Plans subsequent to the execution of this Trail License Agreement, Local Agency shall be afforded the opportunity to review the proposed changes to determine impacts to its ongoing maintenance obligations and provide its concurrence with those changes.

E. Permitted Trail Uses. Use of the Trail will be limited to bicycles, pedestrians, wheelchairs, and other non-motorized users. No motorized vehicle use will be permitted, with the exception of motorized vehicles necessary for maintenance of the Trail, motorized wheelchairs, and emergency vehicles and emergency access.

F. Construction. Local Agency shall not perform any construction on the CDOT Right of Way until CDOT provides Local Agency with written approval of the Final Plans for any future improvement or expansion and Local Agency has obtained all required approval, clearance and coordination from and with appropriate agencies, including, specifically, by CDOT's issuance of a Special Use Permit. Local Agency agrees and acknowledges it must obtain a Special Use permit from CDOT prior to commencing construction. This Agreement creates no promise or warranty that the Special Use Permit will be provided. Local Agency shall be responsible for the construction of the Trail and shall be solely charged with directing any independent contractor(s) it engages (throughout this Agreement, singularly or collectively, as the case may be, the "Contractor") to ensure construction occurs in accordance with the Final Plans and this Agreement. Local Agency shall provide oversight of engineering and construction, which shall include all elements of field and office engineering, land survey controls, inspection and material testing and control by qualified personnel. Local Agency shall administer and provide ongoing technical direction to the Contractor concerning such construction,

including all such direction as required for Local Agency to comply with the provisions herein. Construction of portions in or affecting the CDOT Right of Way shall be in conformance with any directions or specifications made to Local Agency by CDOT, and Construction by Local Agency or its Contractor in exact conformance with the Final Plans approved by CDOT and any directions or specifications made to Local Agency by CDOT is material consideration for CDOT. If CDOT determines, in its sole discretion, that a traffic control plan is warranted for any future improvements or expansion, the use of equipment on the CDOT Right of Way and adjacent frontage road areas will be subject to the terms of the approved traffic control plan. A temporary fence or other access control barrier must be erected during all times that work is not taking place. No equipment shall be left in the CDOT Right of Way overnight or unattended, except for the erosion control and temporary barrier fencing. Upon completion of the work, CDOT may require Local Agency construct a permanent fence meeting the CDOT's standards and specifications. All areas disturbed that are not permanent construction, improvements or disturbances contemplated by the Final Plans shall be restored by Local Agency to CDOT's satisfaction including stockpiling of existing topsoil to be replaced at the completion of the project, finish grading to restore proper drainage, re-seeding, application of certified weed-free mulch, application of an organic mulch tackifier, and the removal of all appurtenances required to support the operation of the Contractor.

G. Local Agency's Contractor. CDOT shall not be responsible or liable for any conduct of the Contractor or any other third parties Local Agency engages for future Trail improvements or expansion. Local Agency's contract with the Contractor shall account for the terms of this Agreement. Any contract with Contractor shall provide terms and conditions that ensure Contractor complies with standard CDOT construction specifications and legal requirements and CDOT shall have the right to review such contract. Local Agency shall be responsible for the administration of and payment to its contractor of all costs incurred for project construction under the construction contract with the Contractor. Local Agency shall ensure Contractor has obtained any insurance policies that may be required by law. As a part of the Special Use Permit, CDOT shall be named as an Additional Insured to any and all insurance policies required of Contractor by Local Agency, and Local Agency shall ensure that Contractor provide an endorsement naming CDOT as an Additional Insured on Contractor's Commercial General Liability, and Umbrella or Excess Liability policies.

H. Costs. CDOT shall be responsible for the cost of the original trail construction with the 23535 roadway project. The Local Agency shall be responsible for all costs of future Trail improvements or expansion including, but not limited to, preparing and modifying the Plans and/or Final Plans, all path construction, re-construction and re-location costs, and all remedial costs. Notwithstanding the foregoing sentence, CDOT shall be responsible for any future improvements or expansion for bearing its own costs, including those costs associated with its review of the Plans and Final Plans and inspection of the construction. It is the intent of the parties that, in exchange for CDOT's permission to create future Trail improvements or expansion, Local Agency shall be responsible for all costs arising out, related to, or as a result of the construction, maintenance and operation of those future Trail improvements or expansion.

I. Local Agency's Maintenance Obligations. Local Agency shall maintain and operate the improvements constructed under this Agreement for the original Trail construction with the 23535 roadway project as well as future Trail improvements or expansion , at its own cost and expense during their useful life, in a manner satisfactory to CDOT, and will make ample provision for such

maintenance each year. Additionally, Local Agency shall be responsible for mowing weeds and grasses within ten (10) feet of either edge of the trail, whether by walking lawn mower or tractor-type lawn mower. Such maintenance and operations shall be in accordance with all applicable statutes and ordinances, and regulations promulgated thereunder, which may define Local Agency's obligation to maintain such improvements. CDOT may make periodic inspections of the Trail to verify that such improvements are being adequately maintained with respect to protection of the CDOT Right of Way. In the event that the Trail is not maintained in accordance with applicable laws or rules, CDOT may notify Local Agency in writing, and if such maintenance remains deficient for a period of thirty (30) days after such written notice, CDOT may perform maintenance actions or direct the performance of maintenance actions which it deems necessary. CDOT may bill Local Agency for the costs associated with such maintenance. Local Agency shall reimburse CDOT for the reasonable costs of such maintenance actions within sixty (60) days of receipt of the CDOT billing. Local Agency's duty to maintain the Trail includes the following: (1) keeping the Trail free from obstructions and impediments that may interfere with bicycle, wheelchair, and pedestrian traffic, including sand and debris; (2) maintain regulatory compliance items such as signage, striping, and delineation along the trail; (3) maintain all electrical lighting fixtures installed along the Trail; (4) repair and replacement of damaged pavement slabs and subgrades; (5) snow removal and snow plowing along the Trail; (6) mowing, tree and shrub upkeep; (7) removal of graffiti from the Trail; (8) maintenance of storm water management and water quality responsibilities, which include repair and replacement of facilities like inlets, storm sewer pipes, ditches, drainage facilities and any other improvements designed to reduce, detain, convey, and manage storm water runoff on the Trail or intended to provide water quality benefits; (9) maintenance and repair of safety fences and railings associated with the Trail; and, (10) maintenance of any facilities installed along the Trail for example; park benches, refuge or look out area hardscaping and amenities, huts, shelters, art work, interpretive or education signing, or any other experience features the Local Agency desires to provide along the Trail.

J. Local Agency's Other Responsibilities. Local Agency shall be solely responsible for acquiring any additional rights of way needed for future Trail improvements or expansion. Local Agency shall be solely responsible for obtaining any required clearance or approval from any utility company or ditch company, which may become involved in this project, by separate agreement between Local Agency and such other entity, if necessary, as determined by Local Agency. Local Agency shall obtain all releases, licenses, permits, or other authorizations required by any governmental body or authority for the Trail.

K. Appropriations. Although Local Agency remains solely responsible for the maintenance and repair of the Trail, this Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. However, notwithstanding any provision of this Agreement to the contrary, if, at any time, CDOT, in its sole discretion, determines those portions of the Trail which reside on, within, over, or

under CDOT right of way are in need of repair or are not maintained in a way that is safe for the public, CDOT may unilaterally, and without notice to the City, close such portion of the Trail. CDOT shall provide notice to the City of such closure within 15 days.

L. Contractor's Indemnification of CDOT. To the extent allowed by law, Local Agency shall ensure for any future Trail improvement or expansion their Contractor indemnifies, saves and holds harmless CDOT, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.

M. Liability. CDOT shall not have any liability for any future Trail improvement or expansion, for its construction, maintenance, or use of the Trail or for any act or omission by Local Agency or the Contractor. Local Agency, or its Contractors, as the case may be, shall be solely responsible and liable for any and all claims, damages, liability and court awards including costs, expenses and attorney fees, which arise as a result of the acts of its employees or agents and their acts or omissions, if any, in constructing, operating, or maintaining the Trail. Nothing in this Agreement shall be construed as a waiver by CDOT or Local Agency of the provisions and protections of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as now enacted or hereafter amended. If Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended (the "Act"), Local Agency shall at all times during the term of this License maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

N. License Terms. This license is limited in scope, use, and time, as described herein. The license granted herein is a personal right of Local Agency, and vests no property interest in CDOT Right of Way to Local Agency. Local Agency recognizes and agrees that CDOT must retain the superior right to use the CDOT Right of Way for highway purposes and that Local Agency's use of CDOT Right of Way is at all times subordinate to and subject to any and all current and future roadway operations, maintenance and CDOT highway needs and purposes, as determined by CDOT in its sole discretion. This Agreement constitutes a bare license, conferring no enforceable right on Local Agency and creating no property interest. It is a mere personal privilege, non-transferable and revocable at will in accordance with the terms herein.

O. License Revocable. This license is revocable by CDOT pursuant to the following provisions:

(1) If at any time CDOT, in its sole discretion, determines that an emergency situation exists and it must enter the Trail or perform construction on or near the Trail to protect public safety, CDOT may immediately, and without notice, close those portions of the Trail in CDOT Right of Way and perform any and all construction it deems necessary for the protection of the public.

(2) If at any time CDOT, in its sole discretion, determines that (a) such right-of-way is needed for non-emergency or transportation purposes, including, without limitation, operating, maintaining, widening, re-constructing, improving, or otherwise changing the configuration or location of the highway currently located on the CDOT Right of Way, including its appurtenant fixtures or supports, or any other CDOT highway needs or purposes, or (b) the use of CDOT Right of Way is detrimental to the highway or its structures, or (c) the Trail occupation or operation of the Trail

could result in a potential loss of federal funding, no matter how remote, then CDOT may revoke this license by delivering written notice to Local Agency. (d) Local Agency shall not use federal or any other funding for the Trail or any of its related adjacent features that may result in the Trail being deemed or classified as a NEPA 4(f) or 6(f) resource. Local Agency shall have 180 days from the date of its receipt of the written notice to remove all improvements and equipment and restore the CDOT Right of Way impacted pursuant to Paragraph "S".

(3) CDOT shall not incur any cost or liability, whatsoever, for any expenses, costs, or fees related to CDOT's revocation. In all instances of revocation, Local Agency shall be responsible for restoring and remediating those portions of CDOT Right of Way it impacted for the Trail pursuant to Paragraph "S". Local Agency or its assigns, as the case may be, shall be responsible for paying for removal of any improvements and personal property in the CDOT Right of Way. Local Agency acknowledges it is accepting the risk that it could expend significant resources constructing and maintaining the Trail before having to remove such improvements and remediate the Trail site upon CDOT's revocation.

P. Future Construction by CDOT. The parties anticipate CDOT will, at some point, need to construct, reconstruct, widen, improve, or otherwise change the configuration or relocate all or a portion of the highway. In the event CDOT determines such changes are needed, Local Agency's license shall be subservient to CDOT's improvements. If CDOT initiates such changes, CDOT shall bear the cost of adjusting, reconstructing, and/or relocating Trail improvements that interfere with the proposed work. If Local Agency requests or requires material changes to the Trail improvements, Local Agency shall take all reasonable actions to provide the funding necessary for any associated work on the Trail. At Local Agency's request, CDOT will provide Local Agency the opportunity to review and comment on CDOT plans for widening. The terms in this Paragraph "P" are in addition to, and not in lieu of, CDOT's rights to revoke this license and Local Agency's right to terminate.

Q. Termination by Local Agency. Local Agency may terminate its interest under this Agreement at any time by delivering a written letter of termination to CDOT; provided, however, Termination shall not relieve Local Agency of any financial obligations which existed prior to the effective date of such termination or which are reasonably expected to accrue as a cost for Local Agency as a result of this Agreement, including costs associated with paying Contractor, and its obligations to remove the Trail and restore and remediate the CDOT Right of Way pursuant to Paragraph "T."

R. Term & Survivability. This Agreement shall be in effect beginning on the date of execution by the last signing party. It shall terminate automatically upon either termination by the Local Agency or revocation by CDOT; provided, however, that those obligations of Local Agency created by this Agreement which are incurred prior to termination or which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, including, by way of illustration only and not limitation, Paragraphs "H", "J", "K", "L", "M", "S", "Y", "AA", "BB", "CC", "DD" and "FF" of this Agreement, and this Paragraph "R", will survive the termination of this Agreement.

S. Local Agency's Duty to Restore & Remediate. Upon termination by Local Agency pursuant to Paragraph "R" or revocation of license by CDOT pursuant to Paragraph "P," Local Agency shall, within 180 days of receipt of the notice of revocation or termination, close access to the CDOT Right of Way, remove all improvements or equipment within the CDOT Right of Way, and restore and remediate the CDOT Right of Way to the satisfaction of CDOT. Except as may be otherwise agreed to

in a writing signed by the parties, such restoration shall include, at a minimum, replacing topsoil, finish grading to restore proper drainage, cleaning up any environmental contamination caused by Local Agency's construction of the Trail, re-seeding, application of certified weed-free mulch, application of an organic mulch tackifier, and creating any adjacent or subjacent support needed for the CDOT highway as a result of removal of the improvements.

T. Authority. Both parties hereto warrant that they possess the legal authority to enter into this Agreement and that they have taken all actions required by their respective procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatories to execute this Agreement and to bind their respective entities to its terms. The person(s) executing this Agreement on behalf of each party warrants that such person(s) has full authorization to execute this Agreement.

U. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of actions relating to such enforcement, shall be strictly reserved to Local Agency and CDOT and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

V. Amendments. This Agreement is subject to such modifications as may be required by changes in federal or state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, this Agreement may not be amended except in writing executed by both parties. Except as specifically amended, this Agreement will remain in full force and effect as written.

W. Complete Agreement. This Agreement, including the exhibits, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes completely all negotiations, discussions, and prior agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

X. Counterparts. This Agreement may be executed in counterparts which, when taken together, will be deemed an original and constitute one and the same document. Facsimile transmission of or electronic mail of this Agreement, including its signature page, will be sufficient to bind the executing party.

Y. Jurisdiction and Venue. This Agreement is made under, and must be interpreted and enforced in accordance with, the laws of the State of Colorado. Any arbitration, enforcement of an arbitration award, or litigation must be brought in a State of Colorado District Court and each party submits to the exclusive jurisdiction of those courts. Each party further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

Z. Relationship of Parties. This Agreement does not create and will not be construed as creating any relationship of agency, partnership, joint venturers or employment between the parties. The parties enter into this Agreement as, and will remain, independent parties.

AA. Severability. Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and the remainder of this Agreement will remain in full force and effect; provided, however, that if severing the provision would result in manifest injustice to either party, then this entire Agreement shall be deemed null and void.

BB. No Waiver. The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

CC. Governmental Immunity. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of CDOT, Local Agency, or their respective departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, *et seq.*, C.R.S., and the risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S., as amended.

DD. Does Not Supersede Other Agreements. This Agreement is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between CDOT and the Local Agency.

EE. Successors. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors.

FF. Disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by stipulation will be decided by the Chief Engineer of CDOT. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to CDOT a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of the Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decision provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

GG. Conflict with Special Use Permit. To the extent any terms of this Agreement conflict with those of the Special Use Permit, those provisions in the Special Use Permit shall control, but only to the extent as is reasonably necessary to prevent the conflict.

HH. Additional Provisions. The 23535 roadway construction project will construct roadway

lighting which meets vehicular lighting requirements specific to US50B. That lighting does indirectly provide lighting for the Trail. The 23535 roadway project will not construct lighting specific to Trail. The City is not precluded from future installation of additional Trail specific lighting.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated

ATTEST:

**DEPARTMENT OF TRANSPORTATION:
STATE OF COLORADO**

Andrea Griner
Chief Clerk - Property Management

Keith Stefanik, P.E
Chief Engineer

Accepted by the City of Pueblo

By: _____ this _____ day of _____ 20____
Nicholas A. Gradisar, Mayor

Approved as to form:

George Hypolite, City Attorney

Date: _____

EXHIBIT "A"

**U.S. 50 TRAIL
INTERSTATE HIGHWAY NO. 25 – M.P. 99.9 (U.S. 50 BYPASS)
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST
SIXTH PRINCIPAL MERIDIAN
PUEBLO COUNTY, COLORADO
DATE: DECEMBER 15, 2023**

DESCRIPTION

A strip of land 12 feet wide, being 6 feet on both sides of the following described centerline, crossing the Interstate Highway No. 25 Right-of-Way and the U.S. Highway 50 Bypass at M.P. 99.9 for the U.S. 50 Trail, situated in the Southeast Quarter of Section 24, Township 20 South, Range 65 West, the South Half of Section 19, and the North Half of Section 30, Township 20 South, Range 64 West, of the 6th PM in the City of Pueblo, County of Pueblo, State of Colorado, the centerline of which is more particularly described as follows:

Commencing at the Southwest Corner of Section 30, monumented with a 3 1/2" Aluminum Cap, thence South 04°52'16" East, a distance of 151.71 feet to an angle point in the south right-of-way line of Interstate Highway No. 25, as depicted in Colorado Department of Transportation Project C 02-0018-01, thence North 88°36'17" East along the said right-of-way line, a distance of 68.40 feet, to a point, said point being the TRUE POINT OF BEGINNING;

1. Thence North 01°09'40" West, a distance of 50.77 feet;
2. Thence on the arc of a curve to the right, a distance of 112.94 feet, said curve has a radius of 150.00 feet, a central angle of 43°08'20" and a long chord bearing North 20°24'31" East, a distance of 110.29 feet;
3. Thence on the arc of a curve to the left, a distance of 95.42 feet, said curve has a radius of 75.00 feet, a central angle of 72°53'54" and a long chord bearing North 05°31'44" East, a distance of 89.12 feet;
4. Thence on the arc of a curve to the left, a distance of 125.36 feet, said curve has a radius of 1000.00 feet, a central angle of 07°10'57" and a long chord bearing North 34°30'42" East, a distance of 125.27 feet;
5. Thence North 38°06'10" West, a distance of 20.00 feet;
6. Thence on the arc of a curve to the right, a distance of 257.52 feet, said curve has a radius of 515.00 feet, a central angle of 28°38'58" and a long chord bearing North 23°46'41" West, a distance of 254.84 feet;
7. Thence on the arc of a curve to the right, a distance of 21.57 feet, said curve has a radius of 15.00 feet, a central angle of 82°23'57" and a long chord bearing North 31°44'47" East, a distance of 19.76 feet;

8. Thence North $72^{\circ}56'54''$ East, a distance of 42.24 feet;
9. Thence on the arc of a curve to the right, a distance of 8.68 feet, said curve has a radius of 15.00 feet, a central angle of $33^{\circ}10'06''$ and a long chord bearing South $89^{\circ}35'40''$ East, a distance of 8.56 feet;
10. Thence South $73^{\circ}06'17''$ East, a distance of 47.38 feet;
11. Thence on the arc of a curve to the left, a distance of 40.40 feet, said curve has a radius of 20.00 feet, a central angle of $115^{\circ}44'20''$ and a long chord bearing North $49^{\circ}01'34''$ East, a distance of 33.87 feet;
12. Thence on the arc of a curve to the right, a distance of 32.78 feet, said curve has a radius of 39.00 feet, a central angle of $48^{\circ}09'52''$ and a long chord bearing North $15^{\circ}14'20''$ East, a distance of 31.83 feet;
13. Thence on the arc of a curve to the right, a distance of 139.35 feet, said curve has a radius of 160.00 feet, a central angle of $49^{\circ}53'59''$ and a long chord bearing North $64^{\circ}16'15''$ East, a distance of 134.98 feet;
14. Thence North $89^{\circ}13'14''$ East, a distance of 202.19 feet;
15. Thence on the arc of a curve to the left, a distance of 9.63 feet, said curve has a radius of 30.00 feet, a central angle of $18^{\circ}23'52''$ and a long chord bearing North $80^{\circ}01'18''$ East, a distance of 9.59 feet;
16. Thence on the arc of a curve to the right, a distance of 32.06 feet, said curve has a radius of 30.00 feet, a central angle of $61^{\circ}13'31''$ and a long chord bearing South $78^{\circ}33'52''$ East, a distance of 30.55 feet;
17. Thence South $47^{\circ}57'07''$ East, a distance of 86.47 feet;
18. Thence on the arc of a curve to the left, a distance of 40.50 feet, said curve has a radius of 20.00 feet, a central angle of $116^{\circ}01'32''$ and a long chord bearing North $74^{\circ}02'07''$ East, a distance of 33.93 feet;
19. Thence on the arc of a curve to the right, a distance of 55.17 feet, said curve has a radius of 39.00 feet, a central angle of $81^{\circ}03'09''$ and a long chord bearing South $56^{\circ}32'56''$ East, a distance of 50.68 feet;
20. Thence South $82^{\circ}55'30''$ East, a distance of 265.44 feet;
21. Thence on the arc of a curve to the right, a distance of 192.73 feet, said curve has a radius of 589.00 feet, a central angle of $18^{\circ}44'52''$ and a long chord bearing South $66^{\circ}52'11''$ East, a distance of 191.87 feet;

22. Thence South 57°29'45" East, a distance of 321.92 feet;
23. Thence on the arc of a curve to the left, a distance of 575.86 feet, said curve has a radius of 4735.00 feet, a central angle of 06°58'05" and a long chord bearing South 60°58'48" East, a distance of 575.51 feet;
24. Thence South 58°01'34" East, a distance of 39.23 feet;
25. Thence on the arc of a curve to the left, a distance of 13.98 feet, said curve has a radius of 156.00 feet, a central angle of 05°08'01" and a long chord bearing South 60°35'35" East, a distance of 13.97 feet;
26. Thence South 63°33'28" East, a distance of 324.82 feet;
27. Thence on the arc of a curve to the left, a distance of 125.36 feet, said curve has a radius of 1000.00 feet, a central angle of 07°10'57" and a long chord bearing North 34°30'42" East, a distance of 125.27 feet;
28. Thence South 74°57'35" East, a distance of 95.36 feet;
29. Thence South 75°44'38" East, a distance of 192.43 feet;
30. Thence on the arc of a curve to the left, a distance of 28.59 feet, said curve has a radius of 156.00 feet, a central angle of 10°30'06" and a long chord bearing South 80°59'41" East, a distance of 28.55 feet;
31. Thence South 86°14'45" East, a distance of 30.04 feet;
32. Thence on the arc of a curve to the right, a distance of 29.58 feet, said curve has a radius of 54.50 feet, a central angle of 31°05'57" and a long chord bearing South 60°11'40" East, a distance of 29.22 feet;
33. Thence South 44°38'42" East, a distance of 7.50 feet, more or less, to the POINT OF TERMINUS (the existing sidewalk on the west side of Hudson Avenue), from whence a found right of way monument bears N78d03'40"W, a distance of 629.58 feet;

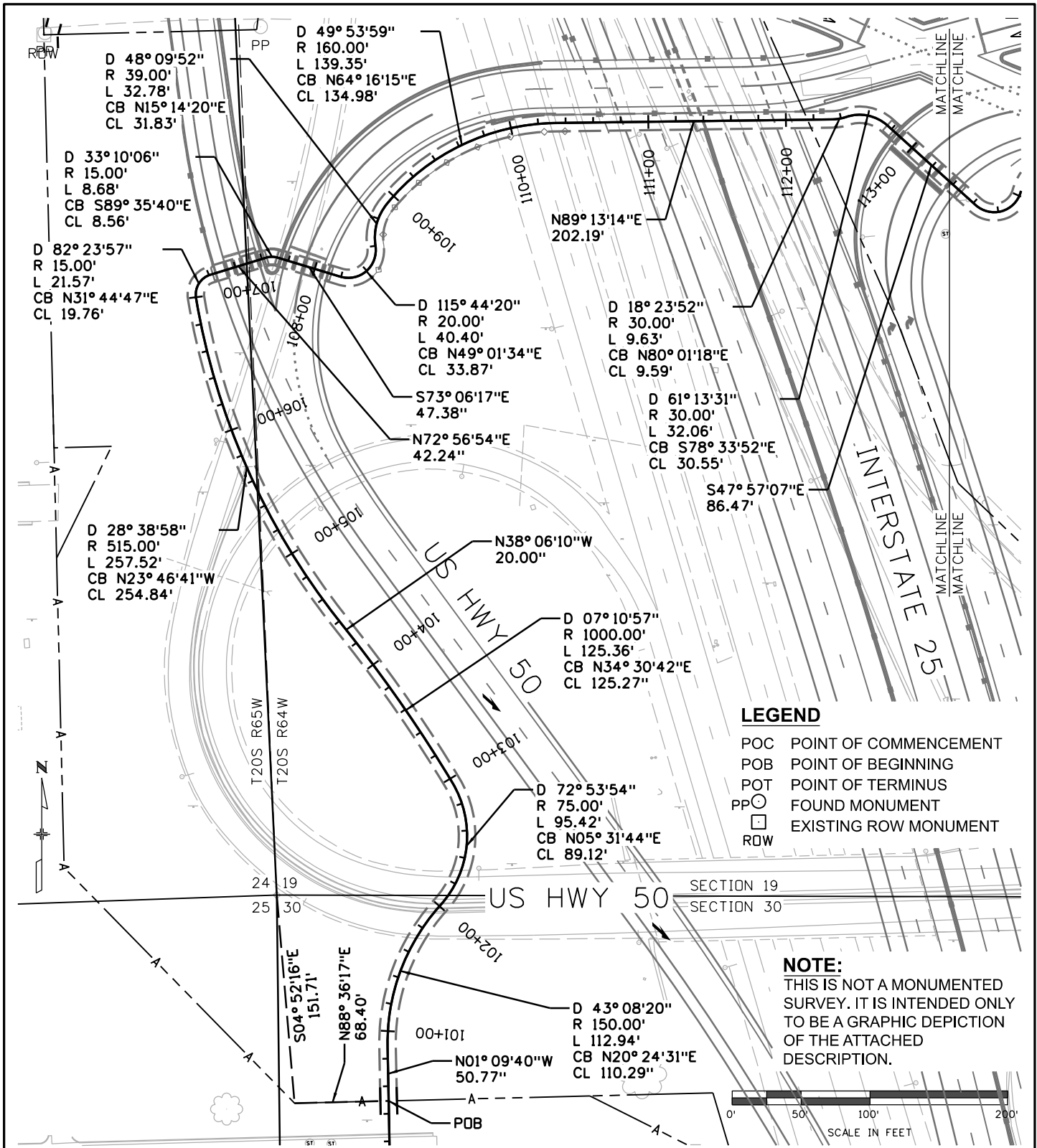
Being a total length of 4053.96 feet.

The purpose of the above described 12-foot wide strip of land is for the U.S. 50 Trail to cross the Interstate Highway No. 25 Right of Way and the U.S. Highway 50 Right of Way.

Basis of Bearings: Bearings are based on a bearing of North 02°30'21" West from Northwest Corner of said Section 30 (a 3 1/2" Aluminum Cap) to the West Quarter Corner of Section 19, Township 20 South, Range 64 West (a 3 1/2" Aluminum Cap).

For and on Behalf of the
Colorado Department of Transportation
Lorelei A. Ward, PLS #34982
Farnsworth Group Inc.
5775 Mark Dabling Blvd. #190
Colorado Springs, CO 80919

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Colorado Department of Transportation



Region 2
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Pueblo, CO 81008
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(719) 590-9194 / (719) 590-9111 Fax
www.f-w.com

EXHIBIT B
U.S. 50 TRAIL

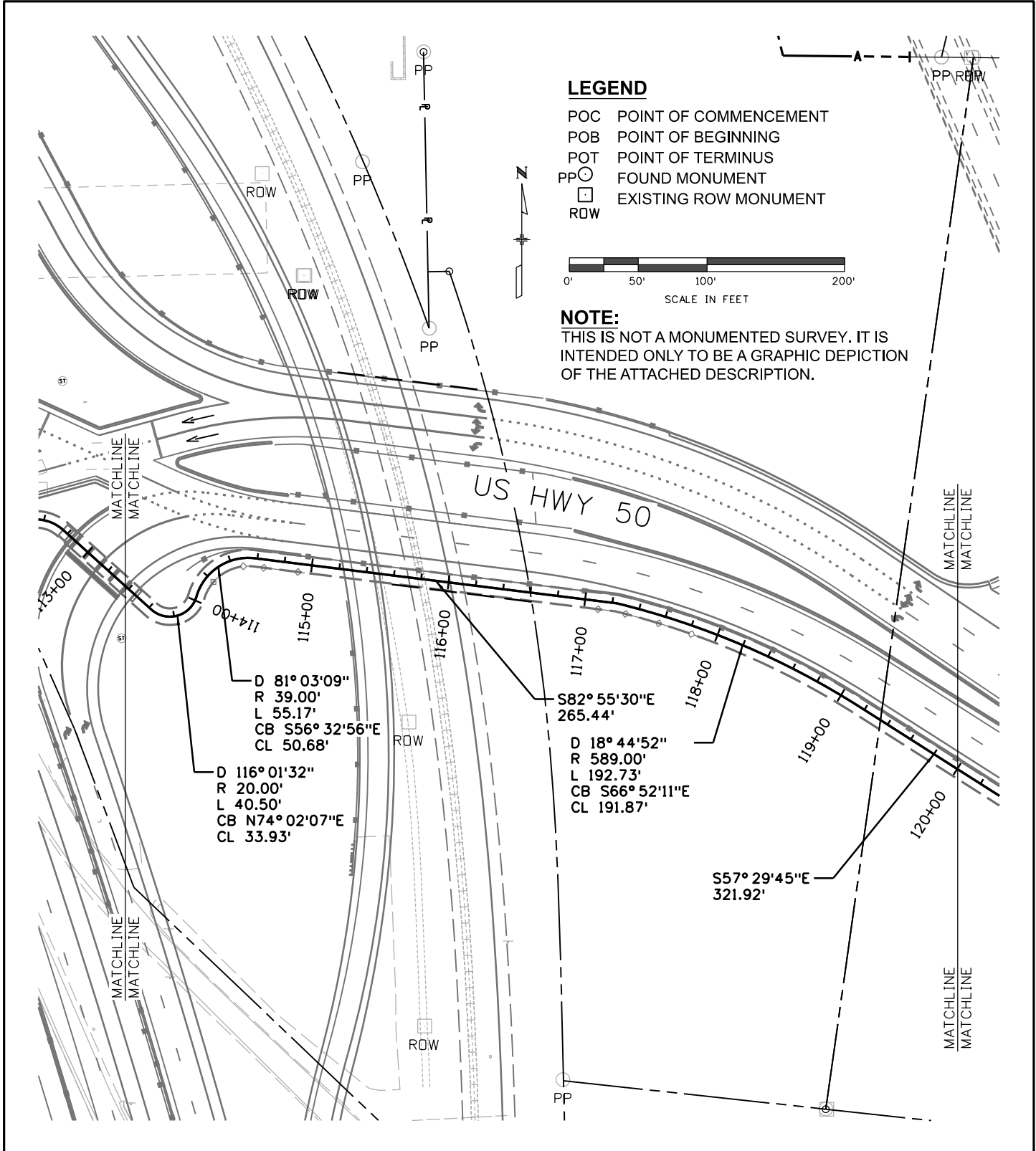
I-25 AT M.P. 99.9 (U.S. 50)
SECTION 30, T-20-S R-64-W, 6TH PM
PUEBLO COUNTY, COLORADO

Project No:

Date: **12/15/2023**

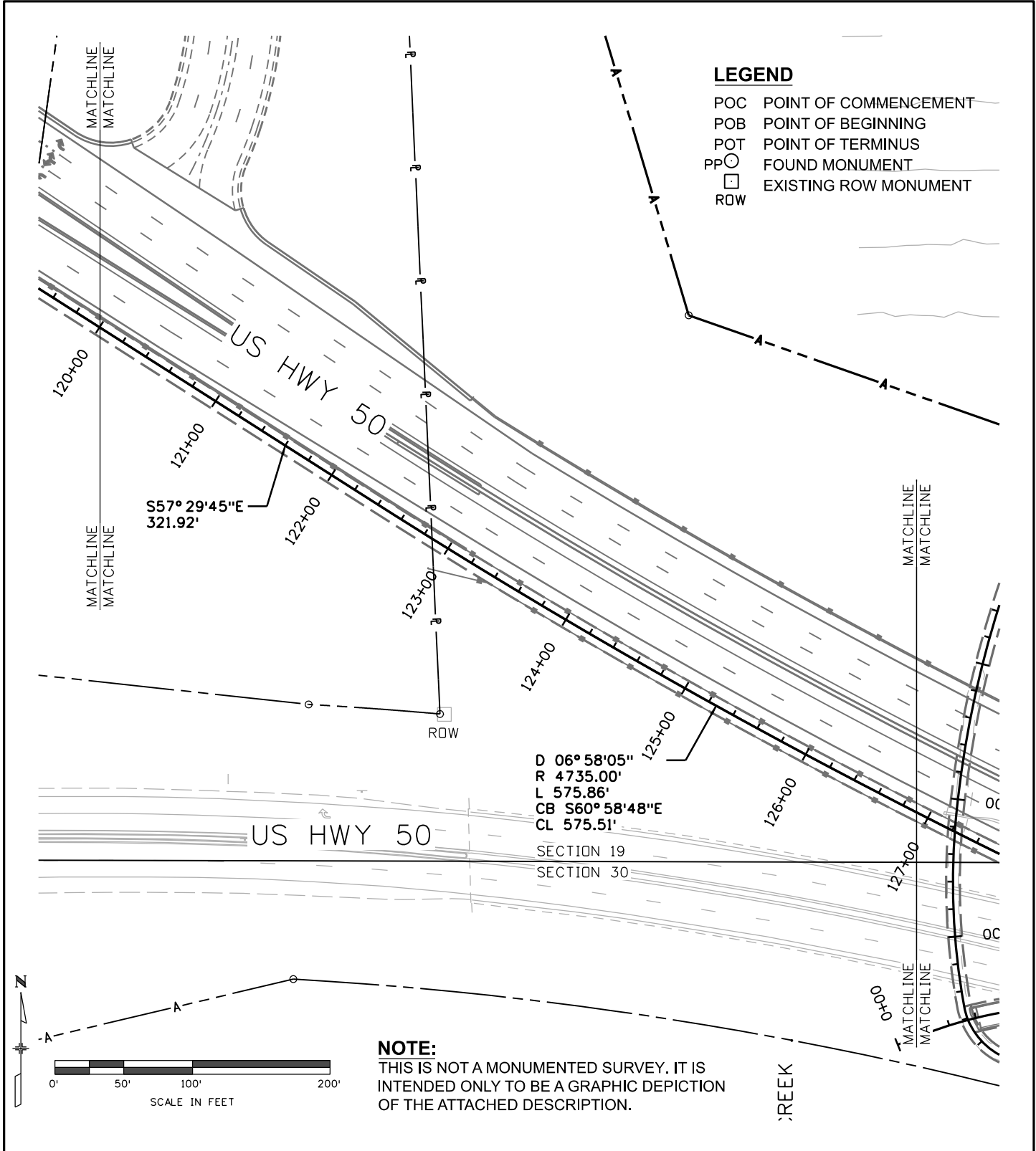
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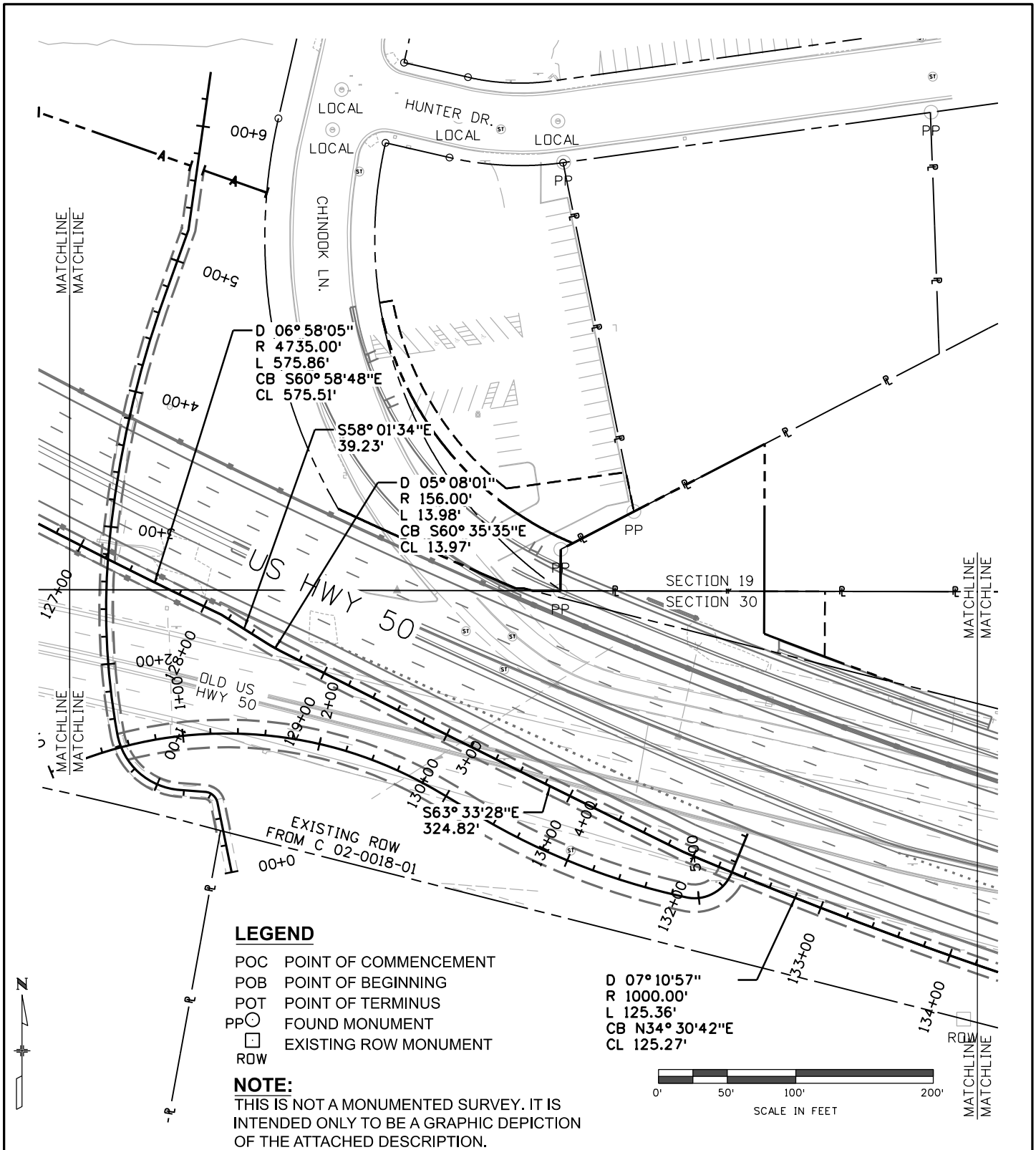
Colorado Department of Transportation Region 2 5615 Wills Blvd. Pueblo, CO 81008 Phone: 719-562-5568		EXHIBIT B U.S. 50 TRAIL	
Farnsworth GROUP 5775 Mark Dabbling Blvd. #190 Colorado Springs, CO 80919 (719) 590-9194 / (719) 590-9111 Fax www.f-w.com		I-25 AT M.P 101.4 (U.S. 50) SECTION 30, T-20-S R-64-W, 6TH PM EL PASO COUNTY, COLORADO	
Project No:		Date: 12/15/2023	
		Sheet Number: 2 OF 5	

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Colorado Department of Transportation  Region 2 5615 Wills Blvd. Pueblo, CO 81008 Phone: 719-562-5568		EXHIBIT B U.S. 50 TRAIL	
Farnsworth GROUP 5775 Mark Dabbling Blvd. #190 Colorado Springs, CO 80919 (719) 590-9194 / (719) 590-9111 Fax www.f-w.com		I-25 AT M.P 99.9 (U.S. 50) SECTIONS 19, 30, T-20-S R-64-W, 6TH PM EL PASO COUNTY, COLORADO	
Project No:		Date: 12/15/2023	
Sheet Number: 3 OF 5			

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EXHIBIT B
U.S. 50 TRAIL

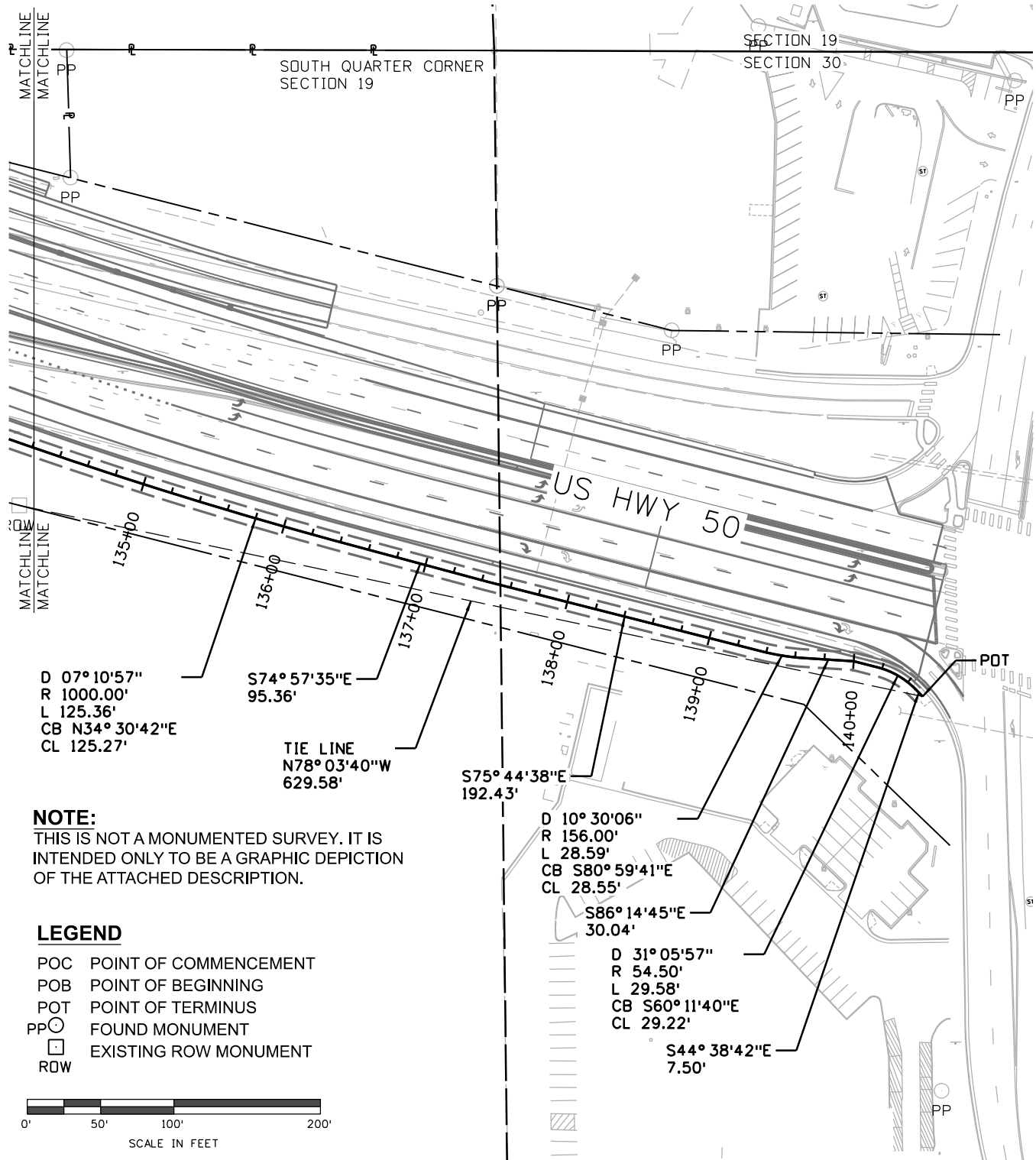
I-25 AT M.P 99.9 (U.S. 50)
SECTIONS 19, 30, T-20-S R-64-W, 6TH PM
PUEBLO COUNTY, COLORADO

Project No:

Date: 12/15/2023

Sheet Number: 4 OF 5

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EXHIBIT B
U.S. 50 TRAIL

I-25 AT M.P 99.9 (U.S. 50)
SECTIONS 19, 30, T-20-S R-64-W, 6TH PM
PUEBLO COUNTY, COLORADO

Project No:

Date: 12/15/2023

Sheet Number: 5 OF 5

EXHIBIT "A"

**FOUNTAIN CREEK TRAIL
U.S. 50 BYPASS – M.P. 99.9
SECTIONS 19 AND 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST
SIXTH PRINCIPAL MERIDIAN
PUEBLO COUNTY, COLORADO
DATE: DECEMBER 15, 2023**

DESCRIPTION

A strip of land 10 feet wide, being 5 feet on both sides of the following described centerline, crossing the U.S. Highway No. 50 Right-of-Way at M.P. 316.25 for the Fountain Creek Trail, situated in the North Half of Section 30, and the South Half of Section 19, Township 20 South, Range 64 West, of the 6th PM in the City of Pueblo, County of Pueblo, State of Colorado, the centerline of which is more particularly described as follows:

Commencing at the South Quarter Corner of Section 19, monumented with a 3 1/2" Aluminum Cap, thence South 46°13'35" West, a distance of 448.38 feet to a point on the south right-of-way line of Highway No. 50 Bypass, as depicted in Colorado Department of Transportation Project C 02-0018-01, a Colorado Department of Transportation Type 1 Monument (a 3 1/2" Brass Cap), thence North 75°46'12" West along the said south right-of-way line, a distance of 555.75 feet, to a point on the centerline of said Fountain Creek Trail, said point being the TRUE POINT OF BEGINNING;

1. Thence North 11°25'12" West, a distance of 21.14 feet;
2. Thence on the arc of a curve to the left, a distance of 12.99 feet, said curve has a radius of 10.00 feet, a central angle of 74°24'01" and a long chord bearing North 48°37'12" West, a distance of 12.09 feet;
3. Thence North 85°49'13" West, a distance of 18.43 feet;
4. Thence on the arc of a curve to the right, a distance of 65.91 feet, said curve has a radius of 50.00 feet, a central angle of 75°31'25" and a long chord bearing North 48°03'30" West, a distance of 61.24 feet;
5. Thence on the arc of a curve to the right, a distance of 140.58 feet, said curve has a radius of 504.00 feet, a central angle of 15°58'55" and a long chord bearing North 02°18'21" West, a distance of 140.13 feet;
6. Thence on the arc of a curve to the right, a distance of 184.01 feet, said curve has a radius of 750.00 feet, a central angle of 14°03'26" and a long chord bearing North 12°42'50" East, a distance of 183.55 feet;
7. Thence North 19°44'33" East, a distance of 50.55 feet;

8. Thence North 08°04'45" East, a distance of 45.40 feet, more or less, to the POINT OF TERMINUS, from whence the point of commencement bears S45d00'31"E, a distance of 833.30 feet;

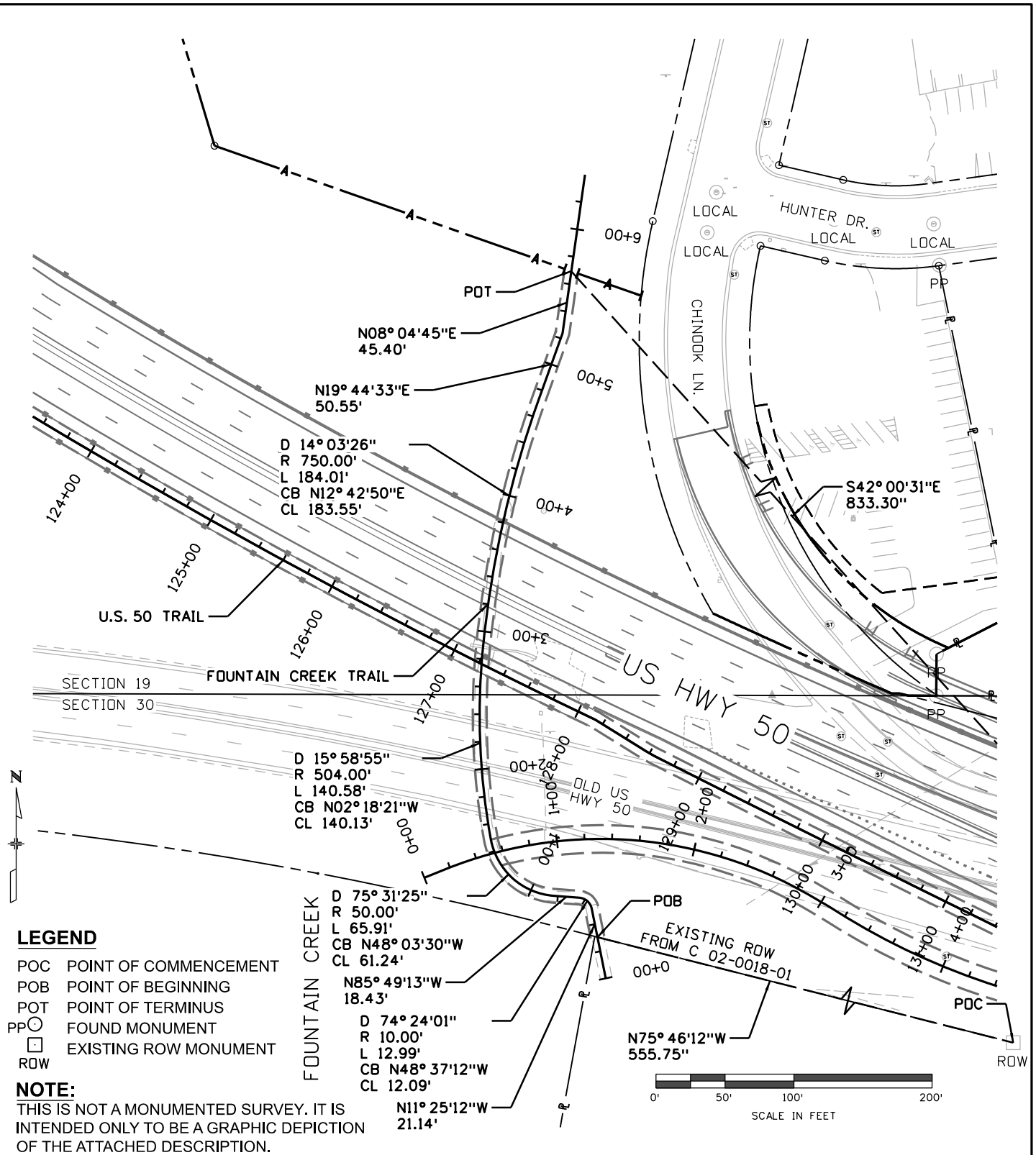
Being a total length of 640.00 feet.

The purpose of the above described 10-foot wide strip of land is for the Fountain Creek Trail to cross the U.S. Highway No. 50 Right-of-Way.

Basis of Bearings: Bearings are based on a bearing of North 02°30'21" West from Northwest Corner of said Section 30 (a 3 1/2" Aluminum Cap) to the West Quarter Corner of Section 19, Township 20 South, Range 64 West (a 3 1/2" Aluminum Cap).

For and on Behalf of the
Colorado Department of Transportation
Lorelei A. Ward, PLS #34982
Farnsworth Group Inc.
5775 Mark Dabling Blvd. #190
Colorado Springs, CO 80919

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Colorado Department of Transportation



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EXHIBIT B
FOUNTAIN CREEK TRAIL

U.S. 50 AT M.P. 316.25
SECTIONS 19, 30, T-20-S R-64-W, 6TH PM
PUEBLO COUNTY, COLORADO

Project No:

Date: 12/15/2023

Sheet Number: 1 OF 1

EXHIBIT "A"

**CONNECTOR TRAIL
U.S. 50 BYPASS – M.P. 316.23
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST
SIXTH PRINCIPAL MERIDIAN
PUEBLO COUNTY, COLORADO
DATE: DECEMBER 15, 2023**

DESCRIPTION

A strip of land 20 feet wide, being 10 feet on both sides of the following described centerline, crossing the U.S. Highway No. 50 Right-of-Way at M.P. 316.23 for the Connector Trail, situated in the North Half of Section 30, Township 20 South, Range 64 West, of the 6th PM in the City of Pueblo, County of Pueblo, State of Colorado, the centerline of which is more particularly described as follows:

Commencing at the South Quarter Corner of Section 19, monumented with a 3 1/2" Aluminum Cap, thence South 83°09'45" West, a distance of 943.54 feet to a point on the centerline of said Connector Trail, said point being Station 1+38.62 on the centerline of the Fountain Creek Trail and Station 0+54.20 on the centerline of the Connector Trail and the TRUE POINT OF BEGINNING;

1. Thence on the arc of a curve to the right, a distance of 226.52 feet, said curve has a radius of 300.00 feet, a central angle of 43°15'43" and a long chord bearing South 86°42'45" East, a distance of 254.68 feet;
2. Thence on the arc of a curve to the right, a distance of 33.42 feet, said curve has a radius of 504.00 feet, a central angle of 03°47'57" and a long chord bearing South 59°41'45" East, a distance of 33.41 feet;
3. Thence on the arc of a curve to the left, a distance of 176.50 feet, said curve has a radius of 504.00 feet, a central angle of 20°03'53" and a long chord bearing South 67°49'43" East, a distance of 175.60 feet;
4. Thence on the arc of a curve to the left, a distance of 40.71 feet, said curve has a radius of 29.00 feet, a central angle of 80°26'27" and a long chord bearing North 61°55'07" East, a distance of 37.45 feet;
5. Thence North 22°24'14" East, a distance of 0.67 feet, more or less, to a point, said point being Station 132+30.30 on the centerline of the Fountain Creek Trail and Station 5+32.02 on the Connector Trail, and the POINT OF TERMINUS, from whence the point of commencement bears North 67°34'03" East, a distance of 532.75 feet;

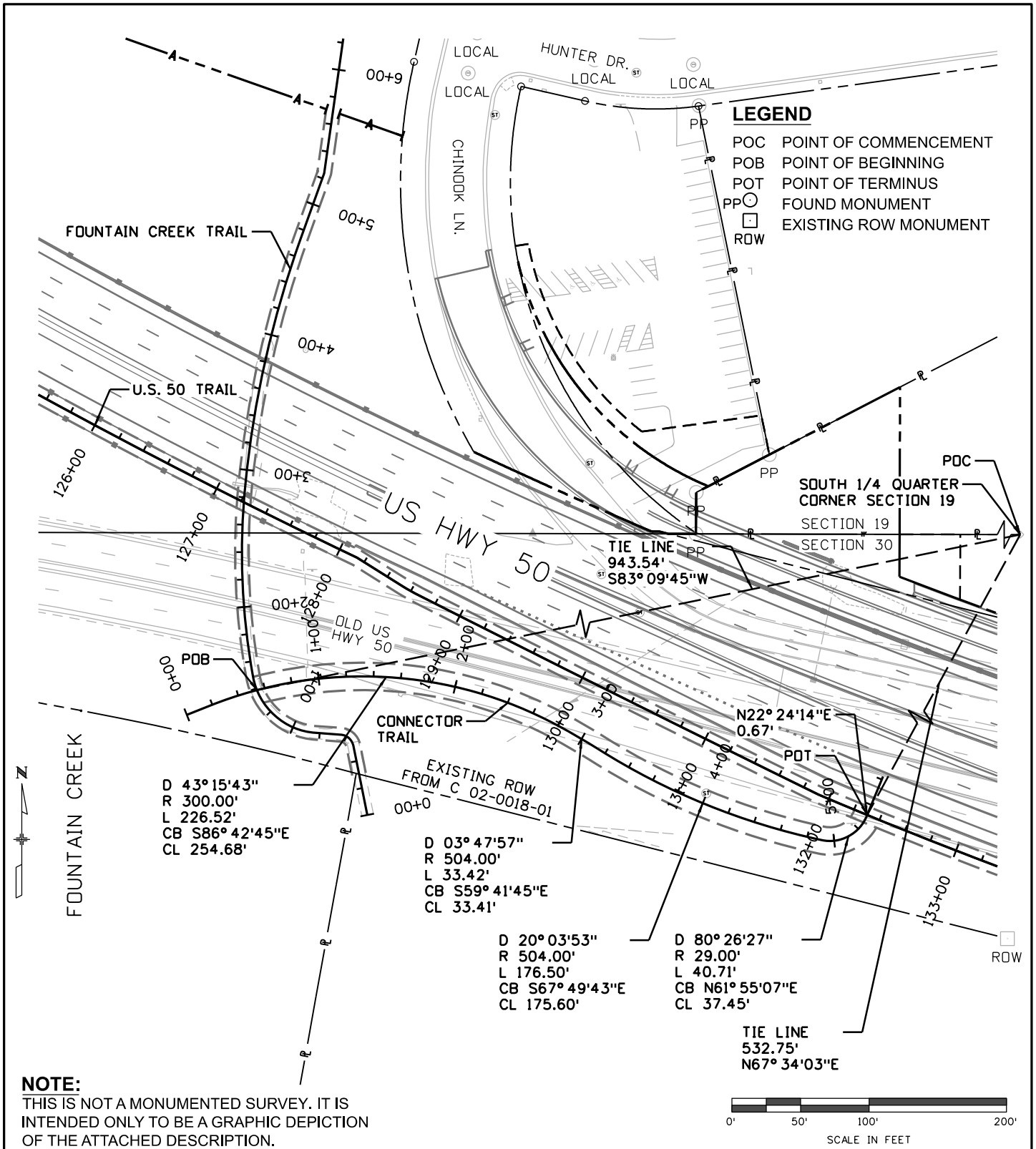
Trail length being a total length of 477.82 feet.

The purpose of the above described 20-foot wide strip of land is for the Connector Trail to cross the U.S. Highway No. 50 Right-of-Way.

Basis of Bearings: Bearings are based on a bearing of North 02°30'21" West from Northwest Corner of said Section 30 (a 3 1/2" Aluminum Cap) to the West Quarter Corner of Section 19, Township 20 South, Range 64 West (a 3 1/2" Aluminum Cap).

For and on Behalf of the
Colorado Department of Transportation
Lorelei A. Ward, PLS #34982
Farnsworth Group Inc.
5775 Mark Dabling Blvd. #190
Colorado Springs, CO 80919

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Colorado Department of Transportation Region 2 5615 Wills Blvd. Pueblo, CO 81008 Phone: 719-562-5568		EXHIBIT B CONNECTOR TRAIL	
U.S. 50 AT M.P. 316.23 SECTION 30, T-20-S R-64-W, 6TH PM PUEBLO COUNTY, COLORADO		Project No: Date: 12/15/2023 Sheet Number: 1 OF 1	



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO RELATING TO THE ADMINISTRATION OF TENANT BASED RENTAL ASSISTANCE IN ACCORDANCE WITH THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM REQUIREMENTS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The intergovernmental agreement between the City of Pueblo and the County of Pueblo for a joint effort to undertake a Tenant Based Rental Assistance activity utilizing Federal HOME Investment Partnerships Act funding to provide rental assistance for individuals and families at-risk of becoming homeless and transition currently homeless individuals to stable housing.

PREVIOUS COUNCIL ACTION:

No previous Council action has been taken.

BACKGROUND:

The City of Pueblo and Pueblo County, since the inception of the federal HOME Program in 1992, have operated under a Consortium agreement whereby the HOME funds have been shared on a percentage basis. While the City of Pueblo is the Entitlement Community, there have been mutual benefits in continuing this administrative arrangement. The City as the Participating Jurisdiction acts in a representative capacity, and therefore assumes overall responsibility for ensuring that the Consortium's HOME Program (City and County programs) is carried out in compliance with the requirements of the HOME Program regulations, including requirements concerning a Consolidated Plan.

Collaboratively administering the TBRA program will streamline the operation of the

program and consolidate future monitoring responsibilities. The City assumes this responsibility. Pueblo County authorizes the City to expend their HOME funds, located in Project account No. HO2130 in the amount of \$66,978.83, along with the required HOME match of \$22,326.17 due from the County.

FINANCIAL IMPLICATIONS:

With approval of this ordinance, the City will expend \$100,000 in HOME program funds on the TBRA activity along with an additional \$89,305 from Pueblo County for a total funding amount of \$189,305.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City could elect not to enter into the agreement with Pueblo County.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. TBRA 2024 Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO RELATING TO THE ADMINISTRATION OF TENANT BASED RENTAL ASSISTANCE IN ACCORDANCE WITH THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM REQUIREMENTS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Tenant Based Rental Assistance Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the County of Pueblo dated February_____, 2024 ("Agreement"), relating to the administration of the Tenant Based Rental Assistance Program utilizing Federal HOME Investment Partnerships Program funding, incorporated herein and attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement on behalf of the City, and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective immediately upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

AGREEMENT FOR TENANT-BASED RENTAL ASSISTANCE PROGRAM SERVICES

This Agreement is entered into and is effective on _____, 2024 (“Effective Date”), by and between the County of Pueblo, Colorado (“County”) and the City of Pueblo, Colorado Corporation (“City”), collectively referred to as the “Parties”.

WITNESSETH, that:

WHEREAS, the County has entered into agreements with the U.S. Department of Housing and Urban Development (“HUD”), whereby federal financial assistance may be made available to the County, on behalf of the Pueblo Consortium (“Consortium”), established under Agreements between the City of Pueblo and Pueblo County, Colorado, as a participating jurisdiction for the purpose of expanding the availability of affordable housing, pursuant to the Home Investment Partnerships Act (“the Act”) (42 U.S.C. 12701, *et seq.*), the Cranston-Gonzales National Affordable Housing Act and implementing regulations, including but not limited to those at 24 CFR Part 92; and

WHEREAS, in accordance with the provisions of the Act and 24 CFR §§ 92.205(a)(1) and 92.216, a portion of such financial assistance, subject to the obligations (and subject to appropriation with respect to any assistance payable out of future fiscal year allotments), that may be made available for the purpose of carrying out specific elements of the participating jurisdiction’s housing strategy, including provision of tenant-based rental assistance; and

WHEREAS, City has represented to County that it is capable and willing to undertake certain approved elements of County’s housing strategy, including operating a tenant-based rental assistance program serving disabled individuals with chronic mental health illness, families transitioning out of homelessness, and young adults transitioning out of foster care as identified herein and in the Scope of Services attached hereto as Exhibit “A”; and

WHEREAS, federal financial assistance is necessary and required for such tenant-based rental assistance; and

WHEREAS, based upon City’s representations, the County believes City is capable or can reasonably be expected to become capable of performing said approved elements of County’s housing strategy as a City.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms, and conditions set forth herein, the parties agree as follows:

1. PROGRAM AND CITY SERVICES.

(a) City shall operate, as an independent contractor AND NOT AS AN AGENT OF COUNTY, a rental assistance program (“The Program”), which shall provide tenant-based rental assistance to serve: disabled individuals with chronic mental health illness who are transitioning from treatment facility residency to independent living in the community; families and individuals transitioning from homelessness or temporary residency in homeless shelters to more permanent residency; and young adults transitioning out of foster care. Further obligations required of City are contemplated in **Exhibit A** which is attached hereto and incorporated herein and made a part of this Agreement.

(b) City shall operate the Program as a City for County pursuant to 24 CFR § 92.209(k) in full compliance with the requirements of the HOME regulations, including but not limited to 24 CFR § 92.209. City shall perform all services necessary or desirable to: (i) select tenants in accordance with regulatory criteria, (ii) enter into rental assistance contracts with tenants for terms not exceeding twenty-four (24) months, (iii) screen and approve lessors and lessees, (iv) determine the amount of rent standard, monthly family adjusted income, and amount of monthly tenant assistance, (v) disburse funds to pay for the rent assistance and any security deposits, and (vi) submit periodic financial statements to County showing payments made for services within the Program.

(c) In performing the foregoing services, the City shall determine eligibility for rental assistance in general accordance with HUD § 8 criteria.

2. FUNDING.

(a) The County agrees to provide the City with **sixty-six thousand nine hundred seventy-eight dollars and eighty-three cents (\$66,978.83)** in HOME program funds along with twenty-two thousand, three hundred and twenty-six dollars and seventeen cents (\$22,326.17) in local funds as the required match to the HOME Program. Total funds from the County equal eighty-nine thousand three hundred and five dollars (\$89,305). Those funds shall be utilized to operate the City’s TBRA Program as described herein. All funds provided to City under this Agreement shall be utilized for tenants within the legal/geographical boundaries of Pueblo County, Colorado and may not be utilized within the legal/geographical boundaries of the City of Pueblo, Colorado.

(b) The City shall provide a quarterly financial statement to County that details all County monies expended.

3. DISBURSEMENTS.

(a) Payment hereunder is subject to and may only be disbursed in accordance with HUD regulations, including but not limited to those at 24 CFR Part 92, as presently promulgated and as same may be revised from time to time in the future. All payments received by City hereunder are subject to repayment by City as provided in 24 CFR Part 92. Funds provided hereunder for Program may only be used for eligible activities and costs, as provided in 24 CFR Part 92.

(b) The aggregate of all payments made pursuant to this Agreement shall not exceed sixty-six thousand nine hundred seventy-eight dollars and eighty-three cents (\$66,978.83).

(c) Upon expiration or termination of this Agreement, City shall transfer to County any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

4. TERM OF AGREEMENT. Unless sooner terminated, the term of this Agreement, for purposes of disbursement of funds provided hereunder, shall be the date of execution of this Agreement through June 30, 2024.

5. TERMINATION OF AGREEMENT.

(a) For Convenience. This Agreement may be terminated for convenience by either Party hereto by providing the non-terminating party with three (3) working days' notice of its intent to so terminate.

6. ASSIGNABILITY. This Agreement shall not be assigned or transferred by City without the prior written consent of the County. Any assignment or attempted assignment made in violation of this provision shall, at County's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST. HOME Regulation 24 CFR, Part 92.356 is incorporated herein by reference, and sets forth applicable laws and regulations that apply to Conflict of Interest. City shall avoid all conflicts prohibited by applicable regulations, including but not limited to those set forth in 24 CFR Part 92 as presently promulgated and as same may be revised from time to time in the future.

8. CITY RECORDKEEPING. City shall maintain files containing information, which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and Program income. City shall maintain complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the County's auditor. City agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR Part 92. The County, HUD, the Comptroller General of the United States, the Inspector General of HUD, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers, and records of City which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, or at any time during the period of this Agreement or within 5 years thereafter, the County may require all of City's financial records relating to this Agreement to be turned over to the County.

9. MONITORING AND EVALUATION. The County shall have the right to monitor and evaluate the progress and performance of City to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, County's, and other applicable monitoring and evaluation criteria and standards. The County shall at least quarterly review City's

performance using on-site visits, progress reports required to be submitted by City, audit findings, disbursement transactions, and contact with City as necessary. City shall furnish to the County monthly or quarterly program and financial reports of its activities in such form and manner as may be requested by the County. City shall fully cooperate with County relating to such monitoring and evaluation.

10. INDEPENDENCE OF CITY. **The parties understand and agree that City shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the County, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes. City acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the County for any purpose whatsoever, including for purposes of Worker's Compensation.**

11. CERTIFICATIONS. City agrees to execute and abide by the certifications contained in Exhibit "C" hereto, which are hereby expressly made a part of this Agreement.

12. PROGRAM INCOME; REVERSION OF ASSETS.

(a) Upon expiration of the term of this Agreement, or upon any prior termination, City shall transfer to County any funds provided hereunder which are on hand at the time of expiration or termination, together with any accounts receivable attributable to the use of funds provided hereunder within twenty (20) calendar days.

13. RECOGNITION OF HUD, COUNTY. In all printed materials, Program descriptions, and other activities undertaken with funds provided under this Agreement, City shall provide recognition that funds have been provided to City by the U.S. Department of Housing and Urban Development and the County of Pueblo. Recognition shall be accomplished by disclosure of the role of HUD and the County in all such printed materials.

14. ENTIRE AGREEMENT; AMENDMENTS. The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings, or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the City and County.

15. SIGNATURES. The persons signing this Agreement on behalf of City represent and warrant that such persons and City have the requisite power and authority to enter into, execute, and deliver this Agreement and that this Agreement is a valid and legally binding obligation of City enforceable against City in accordance with its terms.

IN WITNESS WHEREOF, City and County have executed this Agreement as of the Effective Date first above written and under the laws of the State of Colorado.

ATTEST:

COUNTY OF PUEBLO

County Clerk

By: _____
Chairman, Board of County Commissioners
Date: _____

CITY OF PUEBLO

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SCOPE OF SERVICES

The City will be responsible for administering the City of Pueblo's HOME Tenant Based Rental Assistance (TBRA) Program on behalf of the County for years 2021-2022. The City will administer all tasks in connection with the aforesaid program in compliance with all applicable federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the County.

The major goal of the City's efforts under this Agreement will be to provide rental assistance to eligible families and individuals under the TBRA Program Guidelines. Eligible activities are those specifically called out in the Guidelines. Changes in the scope of services, budget or method of compensation contained in this Agreement, unless otherwise noted may only be made through a written amendment to this Agreement, executed by the City and the County.

Additional responsibilities are:

1. City shall maintain program and financial records documenting the eligibility of families and individuals to whom assistance was provided.
2. City will submit, at a minimum, quarterly reports that narrate the accomplishments of that quarter.

Budget and Method of Compensation

County will provide a lump sum payment to City in the amount of \$66,978.83. City will submit, at a minimum, quarterly report of expenditures made on behalf of the Program.

Performance Monitoring

The County will monitor the performance of the City against goals and performance standards required herein. Substandard performance as determined by the County is non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

Time of Performance

Services shall start on the date of execution of Agreement and end on December 31, 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of HOME funds and other assets including program income.



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT NO. HO2470, TENANT BASED RENTAL ASSISTANCE PROJECT, TRANSFERRING \$75,000.00 FROM PROJECT NO. HO2150, \$25,000.00 FROM PROJECT NO. HO2260, \$66,978.83 FROM PROJECT NO. HO2130, AND ACCEPTING \$22,326.17 FROM THE COUNTY OF PUEBLO, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$189,305.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates project account HO2470 for the joint City/County administration of Tenant Based Rental Assistance activity funds for the prevention of homelessness. Pueblo County has asked to partner with the City as the lead agency in the Pueblo Consortium to administer HOME Investment Partnership Funds for a joint tenant based rental assistance activity.

PREVIOUS COUNCIL ACTION:

The City Council has approved funding for this program in previous years.

BACKGROUND:

The City of Pueblo and Pueblo County receive a yearly allocation of HOME funds from the U.S. Department of Housing and Urban Development through the Pueblo Consortium. The Consortium is a collaboration between the City and the County to jointly administer HOME funds in a coordinated effort. Tenant-Based Rental Assistance (TBRA) is an eligible activity under the HOME program and is used to prevent homelessness and to re-establish residency for those individuals or families who are homeless. The City's TBRA program is a transitional housing program designed to increase self-sufficiency over a 24-month period. Posada has previously managed the TBRA Program for the City.

FINANCIAL IMPLICATIONS:

Partial funding is available in the 251 Fund. A local match is a requirement of the HOME Program and was appropriated by Council under Ordinance 9975 and 10215. Additional Program match is due from the County of Pueblo in the amount of \$22,326.17. The Board of County Commissioners approved Pueblo County Resolution 23-225 authorizing the action and the amount.

HOME funds previously appropriated and budgeted are in the following accounts are hereby reprogrammed and budgeted for this activity, transferring funds into Project No. HO2470:

Account HO2150	\$75,000.00
Account HO2260	\$25,000.00
Account HO2130	\$66,978.83
Pueblo County Match	\$22,326.17
	\$189,305.00

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT NO. HO2470, TENANT BASED RENTAL ASSISTANCE PROJECT, TRANSFERRING \$75,000.00 FROM PROJECT NO. HO2150, \$25,000.00 FROM PROJECT NO. HO2260, \$66,978.83 FROM PROJECT NO. HO2130, AND ACCEPTING \$22,326.17 FROM THE COUNTY OF PUEBLO, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$189,305.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received an allocation of HOME Investment Partnership Act Grant funds and the provision for Tenant Based Rental Assistance is an eligible activity under the HOME Program; and

WHEREAS, the City of Pueblo included Tenant Based Rental Assistance is an eligible activity in the Annual Action Plan, and

WHEREAS, the City of Pueblo and Pueblo County wish to reduce homelessness within the community through a collaborative effort to administer the City's Tenant Based Rental Assistance Program; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Establishing Project No. HO2470 – Tenant Based Rental Assistance.

SECTION 2.

Funds in the amount of \$75,000.00 from Project No. HO2150, \$25,000.00 from Project No. HO2260, \$66,978.83 from Project No. HO2130, and funds from the County of Pueblo in the amount of \$22,326.17 are hereby transferred into Project No. HO2470, Tenant Based Rental Assistance Project, and budgeted and appropriated for Project No. HO2470.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT TO PROVIDE TENANT BASED RENTAL ASSISTANCE IN THE AMOUNT OF \$189,305.00 BETWEEN POSADA INC., A COLORADO NON-PROFIT CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Posada, Inc. for the management of a Tenant Based Rental Assistance program for the prevention of homelessness.

PREVIOUS COUNCIL ACTION:

The City Council has approved funding for this program in previous years.

BACKGROUND:

The City of Pueblo receives a yearly allocation of HOME funds. Tenant-based rental assistance (TBRA) is an eligible activity under the HOME program regulations. Posada has previously managed the Consortium's Program and a similar program with the State's Homeless Coalition and therefore has the capacity and experience to carry out this activity as a subrecipient of the funds. Under the agreement, Posada will receive \$189,305.00 for direct assistance to eligible households.

FINANCIAL IMPLICATIONS:

Funding is available in Project No. HO2470 – Tenant Based Rental Assistance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Agreement for Posada HOME TBRA 2024

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT TO PROVIDE TENANT BASED RENTAL ASSISTANCE IN THE AMOUNT OF \$189,305.00 BETWEEN POSADA INC., A COLORADO NON-PROFIT CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received an allocation of HOME Investment Partnership Act Grant funds and the provision for Tenant Based Rental Assistance is an eligible activity under the HOME Program; and

WHEREAS, the City of Pueblo included Tenant Based Rental Assistance is an eligible activity in the City's Annual Action Plan; and

WHEREAS, the City of Pueblo wishes to reduce homelessness within the City of Pueblo through the City's Tenant Based Rental Assistance Program; and,

WHEREAS, the City of Pueblo wishes to enter into an agreement with Posada Inc., a Colorado Non-Profit Corporation to administer the City's Tenant Based Rental Program; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Agreement dated _____, 2024 between Posada, Inc., a Colorado Non-Profit Corporation, and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the management of a tenant-based rental assistance program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreements to effectuate the transactions described therein

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

**AGREEMENT FOR TENANT-BASED
RENTAL ASSISTANCE PROGRAM SERVICES
(HOME - §92.209(k))**

This Agreement is made and entered into this ___ day of _____ 2024, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as “City”) and Posada, Inc., a Colorado Non-Profit Corporation (hereinafter referred to as “Subrecipient”).

WITNESSETH, that:

WHEREAS, the City has entered into agreements with the U.S. Department of Housing and Urban Development ("HUD"), whereby federal financial assistance may be made available to City on behalf of the Pueblo Consortium (“Consortium”) established under agreements between the City and Pueblo County, Colorado, as a participating jurisdiction for the purpose of expanding the availability of affordable housing pursuant to the Home Investment Partnerships Act ("the Act") (42 U.S.C. 12701 et seq.), the Cranston-Gonzales National Affordable Housing Act and implementing regulations, including but not limited to those at 24 CFR Part 92; and

WHEREAS, in accordance with the provisions of the Act and 24 CFR Sections 92.205(a)(1) and 92.216, a portion of such financial assistance, subject to de-obligation (and subject to appropriation with respect to any assistance payable out of future fiscal year allotments), may be made available for the purpose of carrying out specific elements of the participating jurisdiction's housing strategy including provision of tenant-based rental assistance; and

WHEREAS, Subrecipient has represented to City that it is capable and willing to undertake certain approved elements of City's housing strategy, including operating a tenant-based rental assistance program serving disabled individuals with chronic mental health illness, families and individuals transitioning out of homelessness, and young adults transitioning out of foster care as identified herein and in the Scope of Services attached hereto as Exhibit “A”; and

WHEREAS, federal financial assistance is necessary and required for such tenant-based rental assistance; and

WHEREAS, based upon Subrecipient's representations, the City believes Subrecipient is capable or can reasonably be expected to become capable of performing said approved elements of City's housing strategy as a Subrecipient.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions set forth herein, the parties agree as follows:

1. PROGRAM AND SUBRECIPIENT SERVICES.

(a) Subrecipient shall operate, as an independent Subrecipient and not as an agent of City, a rental assistance program for a period of two (2) years, which shall provide tenant-based rental assistance to serve disabled individuals with chronic mental health

illness who are transitioning from treatment facility residency to independent living in the community, families and individuals transitioning from homelessness or temporary residency in homeless shelters to more permanent residency, and young adults transitioning out of foster care, together hereinafter referred to as the "Program." Subrecipient may also pay rent and other costs accrued after January 1, 2024 for tenants impacted by the COVID-19 pandemic, where said rent and costs are in arrears.

(b) Subrecipient shall operate the Program as a Subrecipient for City pursuant to 24 CFR §92.209(k) in full compliance with the requirements of the HOME regulations, including but not limited to 24 CFR §92.209. Subrecipient shall perform all services necessary or desirable to: (i) select tenants in accordance with regulatory criteria, (ii) enter into rental assistance contracts with tenants for terms not exceeding twenty-four (24) months, (iii) screen and approve lessors and lessees, (iv) determine the amount of the rent standard, monthly family adjusted income, and amount of monthly tenant assistance, (v) disburse funds to landlords to pay for the rent assistance and any security deposits, (vi) submit periodic requests to City for payment for services and detailing reimbursable expenditures for the Program, and (vii) perform related case management, job training, job placement and health referral services ancillary to the rental assistance.

(c) In performing the foregoing services, the Subrecipient shall determine eligibility for rental assistance in general accordance with HUD Section 8 criteria.

2. FUNDING/REIMBURSEMENT.

(a) Subject to and contingent upon Subrecipient complying with all requirements of this Agreement, and subject to the availability of HOME funds for the Program, City agrees to reimburse Subrecipient for eligible Program expenses in an amount not to exceed in the aggregate, One Hundred, Eighty-Nine Thousand, Three Hundred and Five Dollars (U.S. \$189,305.00).

(b) The payment for services and reimbursement described above will be furnished to Subrecipient for the Program subject to all terms and conditions of this Agreement and contingent upon Subrecipient executing all documents required by City and submitting periodic disbursement requests accompanied by documentation establishing justification for each requested disbursement. Provided that Subrecipient is not in default of any provisions of this Agreement, the reimbursement shall be disbursed in accordance with the provisions of paragraphs 3 and 6 of this Agreement.

3. USE OF CONTRACT FUNDS.

The funds provided hereunder will be disbursed to Subrecipient on a periodic basis for allowed Program expenditures and for Subrecipient services at the rate specified. At no time will funds for Subrecipient services be advanced before the services are actually performed.

4. SUBRECIPIENT WARRANTIES AND COMMITMENTS.

Subrecipient warrants and represents that (i) it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is duly organized as a non-profit corporation under state law and is in good standing with the Secretary of State of Colorado; (iii) that it is aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 24 CFR Part 92 and those identified in Exhibit "C" hereto; and (iv) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

5. CITY REPRESENTATIVE.

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the Consortium in connection with the performance of this Agreement, approval of the Program to be undertaken by Subrecipient hereunder, and the disbursement of funds in connection with operation of the Program. In the absence of such a designation, the City's Director of Planning and Community Development shall be deemed as City's authorized representative.

6. DISBURSEMENTS.

(a) Subrecipient shall not request disbursement of any funds made available under this Agreement until the funds are needed for reimbursement of reasonable eligible costs incurred or become due for services performed, as the case may be. Disbursement of funds to Subrecipient, as may be authorized under this Agreement, is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that the Subrecipient has performed its services and has expended funds after date of this Agreement for reasonable eligible approved expenditures with respect to the Program, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for disbursement detailing the eligible expenditures for the Program in a format approved by City, (iv) that Subrecipient has certified with each payment or disbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which disbursement is sought were made for and in furtherance of the Program and are an eligible use of federal assistance under the Act, and (v) that City has timely received from HUD sufficient federal assistance under the Act to pay the disbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with HUD regulations including but not limited to those at 24 CFR Part 92, as presently promulgated and as same may be revised from time to time in the future. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 24 CFR Part 92. Funds provided hereunder for Program may only be used for eligible activities and costs, as provided in 24 CFR Part 92.

(c) The aggregate of all payments made pursuant to this Agreement shall not exceed One Hundred, Eight-Nine Thousand, Three Hundred and Five Dollars (U.S. \$189,305.00).

(d) Notwithstanding anything in this Agreement, and in addition to all other conditions precedent, the City may, in its sole discretion, and at any time refuse to make disbursements of funds, if it has cause to believe any of the following circumstances has occurred or exists:

(i) There has been any adverse material change in Subrecipient's ability to operate the Program or in the Program itself;

(ii) Subrecipient has misapplied funds provided hereunder for other than the purposes stated in this Agreement;

(iii) Subrecipient has defaulted in the performance of any term, condition or covenants set forth in this Agreement or required of Subrecipient under the applicable federal regulations.

(e) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

7. TERM OF AGREEMENT.

Unless sooner terminated, the term of this Agreement shall be from the date of execution hereof until December 31, 2026. For purposes of disbursement of funds provided hereunder for the Program, the services shall be performed from January 1, 2024 until December 31, 2026.

8. TERMINATION OF AGREEMENT.

(a) For Cause. This Agreement may be terminated by City for cause, including any nonperformance by Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefor, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Director of Housing and Citizen Services whose decision as to both the grounds for termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. In accordance with 24 CFR 85.43, as amended, cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience. This Agreement may be terminated for convenience in accordance with the provisions of 24 CFR 85.44, as amended. This Agreement shall terminate immediately upon any non-appropriation of funds, or upon any suspension or non-receipt of federal assistance provided to City under the Act, regardless of cause.

(c) Post Termination Procedures. In the event of termination, Subrecipient shall continue to be responsible for those matters which survive termination, including those identified in paragraphs 4, 7, 11, 13, 14, 15, 16, 18, and 19 of this Agreement, unless City takes over the Program and, in connection therewith, prospectively releases Subrecipient from one or more specific responsibilities in writing. Additionally, at City's sole option, all property acquired by Subrecipient with funds provided hereunder, all unexpended funds provided hereunder, if any, and all program income received by Subrecipient shall immediately become the sole and separate property of the City and Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, and income to City. All documents, data, studies, reports and work product prepared by Subrecipient under this Agreement or with funds provided hereunder shall, at the option of the City, become its property and Subrecipient may be entitled to receive just and equitable compensation only for satisfactory work completed and eligible costs for which compensation has not previously been paid nor reimbursement made.

9. ASSIGNABILITY.

This Agreement shall not be assigned or transferred by Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

10. CONFLICT OF INTEREST.

HOME Regulation 24 CFR, Part 92.356, as amended, is incorporated herein by reference, and sets forth applicable laws and regulations that apply to Conflict of Interest. Subrecipient, and its Board of Directors, officers and employees, shall avoid all conflicts prohibited by applicable regulations, including but not limited to those set forth in 24 CFR Part 92 as presently promulgated and as same may be revised from time to time in the future.

11. SUBRECIPIENT RECORDKEEPING.

Subrecipient shall maintain records as to the Program work and activities undertaken with assistance hereunder, services provided, reimbursable expenses incurred in connection with the Program and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR Part 92. The compliance provisions attached as Exhibit "B" hereto are also made a part of this Agreement, and Subrecipient agrees to perform and comply with same. The City, HUD, the Comptroller General of the United States, the Inspector General of HUD, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of Subrecipient which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, or at any time during the period of affordability or within 5 years thereafter, the City may require all of Subrecipient's financial records relating to this Agreement to be turned over to the City.

12. MONITORING AND EVALUATION.

The City shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's, and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursement transactions and contact with Subrecipient as necessary. Subrecipient shall furnish to the City monthly or quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with City relating to such monitoring and evaluation.

13. SUBRECIPIENT FILES AND INFORMATION REPORTS.

Subrecipient shall maintain files containing information, which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. These records shall be retained by Subrecipient for a period of five years after the completion of this Agreement. Activity reports shall be submitted monthly or quarterly no later than the 15th day of the month following the end of month or quarter for which the report is submitted.

14. INDEPENDENCE OF SUBRECIPIENT.

Nothing herein contained nor the relationship of Subrecipient to the City, which relationship is expressly declared to be that of an independent Subrecipient, shall make or be construed to make Subrecipient or any of Subrecipient's agents, subrecipients, consultants or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and Subrecipients.

15. LIABILITY & INSURANCE.

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient, leases of any property or by the conditions created thereby or resulting therefrom. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents, attorneys and employees, from and against any and all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient, or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers'

compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado. The policy shall include an endorsement Waiving Right of Subrogation.

(ii) Comprehensive General Liability ("CGL") Insurance written on ISO Form CG 00 01 0196, or a substitute form providing equivalent coverage, with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence, covering liability arising from premises, operations, independent Subrecipients, personal injury, products completed operations, and liability assumed under an insured contract. The policy shall identify the City as an additional insured and Waive Rights of Subrogation.

(d) Subrecipient shall furnish a certificate of insurance certifying the required insurance coverages to City's Director of Finance prior to disbursement of any funds to Subrecipient under this Agreement. The certificate of insurance and the policies shall name the City as an additional insured on the CGL policy.

(e) Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

16. CERTIFICATIONS.

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, which are hereby expressly made a part of this Agreement.

17. AFFIRMATIVE FAIR HOUSING MARKETING PLAN.

For all programs assisting five or more households, Subrecipient has established procedures and will take steps necessary to affirmatively further Fair Housing in accordance with City policies, incorporated herein as Exhibit "E", and federal regulations codified at 24CFR570.487(b) and 24CFR92.351, respective of CDBG/HOME funding. Subrecipient has submitted, to the City, HUD Form 92243, Affirmative Fair Housing Marketing Plan outlining its strategy to encourage those who are least likely to apply for the services funded by this Agreement.

18. PROGRAM INCOME; REVERSION OF ASSETS.

(a) Unless otherwise authorized by City in writing in a separate instrument executed after date of this Agreement, all program income, as defined in 24 CFR 92.2, shall be returned to City within 30 days of receipt by Subrecipient. In the event City authorizes Subrecipient to retain any portion of program income, it shall only be used to accomplish the work set forth in this Agreement, including the Scope of Services, and the amount of funds payable by City to Subrecipient shall be adjusted as provided by 24 CFR 92.503 and the applicable requirements of 24 CFR 85.

(b) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

(c) In the event City incurs any cost or expense in enforcing the requirements of this Agreement, including but not limited to the requirements of this paragraph 18, or in bringing any action to recover the amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

19. RECOGNITION OF HUD, CITY.

In all printed materials, Program descriptions, and other activities undertaken with funds provided under this Agreement, Subrecipient shall provide recognition that funds have been provided to Subrecipient by the U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by disclosure of the role of HUD and the City in all such printed materials.

20. PERA LIABILITY.

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit "D" and submit the completed form to City as part of the signed Agreement.

21. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK.

(a) At or prior to the time for execution of this Contract, Subrecipient shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with an illegal alien and that the Subrecipient has participated or attempted to participate in the "Basic Pilot Program" created in Public Law 208, 104th Congress, as amended and expanded in Public Law 106, 108th Congress, as amended, that is administered by the United States Department of Homeland Security in order to confirm

the employment eligibility of all employees who are newly hired for employment in the United States.

(b) Subrecipient shall not:

- (I) knowingly employ or contract with an illegal alien to perform work under this contract;
- (II) Enter into a contract with a Subrecipient that fails to certify to Subrecipient that the Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this contract.

(c) The following state-imposed requirements apply to this contract:

- (I) The Subrecipient shall have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program and, if the Subrecipient is not accepted into the Basic Pilot Program prior to entering into this contract, that the Subrecipient shall apply to participate in the Basic Pilot Program every three months until the Subrecipient is accepted or this Contract has been fully completed, whichever occurs earlier. This provision shall not be required or effective if the Basic Pilot Program is discontinued.
- (II) The Subrecipient is prohibited from using the Basic Pilot Program procedures to undertake preemployment screening of job applicants while this Contract is being performed.
- (III) If the Subrecipient obtains actual knowledge that a Subrecipient performing work under this contract knowingly employs or contracts with an illegal alien, the Subrecipient shall be required to:
 - A. Notify the Subrecipient and the Purchasing Agent of the City within three (3) days that the Subrecipient has actual knowledge that the Subrecipient is employing or contracting with an illegal alien; and
 - B. Terminate the subcontract with the Subrecipient if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the Subrecipient does not stop employing or contracting with the illegal alien; except that the Subrecipient shall not terminate the contract with the Subrecipient if, during such three (3) days, the Subrecipient provides information to establish that the Subrecipient has not knowingly employed or contracted with an illegal alien.

(IV) The Subrecipient is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Subrecipient shall constitute a breach of contract and grounds for termination. In the event of such termination, the Subrecipient shall be liable for City's actual and consequential damages.

22. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

23. ATTORNEY'S FEES AND COSTS OF COLLECTION.

In the event that it becomes necessary for the City to bring any action or proceeding to enforce any provision of this Agreement, to recover damages for Subrecipient's breach of this Agreement, or to seek specific performance, the City shall be entitled to collect its reasonable attorneys fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding, including but not limited to costs of in-house counsel and legal staff.

24. ENTIRE AGREEMENT; AMENDMENTS.

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

25. SIGNATURES.

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS WHEREOF, Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A Municipal Corporation

City Clerk

By: _____
Heather Graham, Mayor

Date: _____

[S E A L]

Approved as to form:

City Attorney

ATTEST:

POSADA, INC.,
a Colorado Non-Profit Corporation

Title: _____

By: _____

Name: _____

Date: _____

Date: _____

[S E A L]

EXHIBIT A
SCOPE OF SERVICES

The Subrecipient will be responsible for administering a HOME Tenant Based Rental Assistance (TBRA) Program for years 2024 through 2026. The Subrecipient will administer all tasks in connection with the aforesaid Program in compliance with all applicable federal, state and local rules and regulations governing these funds and in a manner satisfactory to the Grantee.

The major goal of the Subrecipient's efforts under this Agreement will be to provide rental assistance to eligible families and individuals under the TBRA Program Guidelines (distributed separately). Eligible activities are those specifically called out in the Guidelines. Changes in the scope of services, budget or method of compensation contained in this Agreement, unless otherwise noted may only be made through a written amendment to this Agreement, executed by the Subrecipient and City. Additional responsibilities are:

1. Subrecipient shall maintain program and financial records documenting the eligibility of individuals to whom assistance was provided.
2. Subrecipient will submit, at a minimum, quarterly reports that detail the accomplishments of that quarter.

Budget and Method of Compensation

Subrecipient will submit, at a minimum, quarterly requests for reimbursements of expenditures made on behalf of the Program within the following project budget line items:

Project Budget	Amount
Rental Subsidy	\$164,305
Utility and Security Deposit	\$20,000
Property Inspection	\$5,000
Total	\$189,305

Utility deposit assistance is capped at \$500 per household and may be used only for utilities permitted under the Section 8 utility allowance. This includes gas, electric, water/sewer, and trash, but does not include telephone or cable television.

Security Deposit is a one-time expense per household and is limited to a maximum of two-month's rent.

Rent limit is the Fair Market Rent ("FMR") established by HUD annually, inclusive of utilities. Currently, the FMR limits for Pueblo are listed as:

Available Bedrooms	Efficiency	One BR	Two BR	Three BR	Four BR
2023 FMR	\$ 815	\$ 854	\$ 1,124	\$ 1,471	\$ 1,674

Performance Monitoring

The City will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the City will be considered non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after Subrecipient is notified by the City, contract suspension or termination procedures will be initiated.

Time of Performance

Services shall start on **January 1, 2024** and end on **December 31, 2026**. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of HOME funds and other assets, including program income, and as needed in the City's discretion.

Acknowledgement of Program Guidelines

The Subrecipient acknowledges receipt of the City of Pueblo TBRA Program Guidelines. The Subrecipient has reviewed the Program Guidelines and finds the guidelines to be applicable and appropriate for administration of the program identified in this agreement.

Signature: _____
Executive Director

EXHIBIT B

ACCOUNTING SYSTEM COMPLIANCE PROVISIONS

1. As used in this Exhibit, the term "Subrecipient" shall mean the entity entering into the Agreement with the City of Pueblo, a Municipal Corporation to which this Exhibit is attached.
2. Subrecipient is subject to and shall comply with the requirements of 2 CFR 200 as applicable and defined in 24 CFR 92.505.
3. Subrecipient agrees to maintain Project and accounting records in accordance with generally accepted accounting principles which accurately reflect all costs chargeable to the Activity, utilize adequate internal controls, and maintain source documentation for all costs incurred. The City shall have the right to review and approve Subrecipient's account system and internal controls prior to the release of any funds under the Agreement.
4. [Reserved]
5. Nothing in the Agreement or the Exhibits thereto shall obligate City to any third parties nor to any of Subrecipient's subrecipients, consultants, suppliers or workmen who have contracted with Subrecipient or provided any materials or services to Subrecipient.
6. The City has the right to periodically perform interim audits and a final audit of the Program and funds provided under the Agreement. Subrecipient shall fully cooperate with City in undertaking any such audit and shall provide a suitable work area for City's audit personnel to inspect and copy records.

EXHIBIT C
CERTIFICATIONS

The entity entering into this Agreement with the City hereby certifies that the Project will be conducted and administered in compliance with all of the following requirements:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) [Reserved]

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of 2 CFR 200, OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) [Reserved]

(14) [Reserved]

(15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303(e));

(16) [Reserved]

(17) [Reserved]

(18) [Reserved]

(19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(20) [Reserved]

(21) The Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(22) [Reserved]

(23) [Reserved]

(24) [Reserved]

(25) No HOME funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed 24 CFR Part 87.

(26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. CPD-90-44 EPA/OSHA.

(27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under 24 CFR 92.

Signature _____
Executive Director

EXHIBIT D

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes ☐ No ☐

(b) If you answered "Yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ☐ No ☐. If you answered "Yes", please state which of the above entities best describes your business: _____

(c) If you answered "Yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Name

Address

Address

Social Security Number

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered "Yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Signed _____, 2024.

Signature: _____

Print Name: _____

EXHIBIT E

City of Pueblo Department of Planning and Community Development

Affirmative Fair Housing Marketing Procedures

It is the policy of the Department of Housing and Citizen Services to administer its housing programs affirmatively, as to achieve a condition in which individuals of similar income levels in the same housing market area have a like range of housing choices available to them regardless of their race, color, religion, sex, sexual orientation, handicap, familial status or national origin. Each applicant for participation in the Department's housing programs shall pursue affirmative fair housing marketing policies in soliciting buyers and tenants, in determining their eligibility, and in concluding sales and rental transactions.

METHODS AND PRACTICES FOR INFORMING THE PUBLIC

In order to inform the public, owners, and prospective tenants about federal fair housing laws and the City's affirmative marketing policies, the developer will include the Equal Housing Opportunity logotype and/or slogan, and a logotype and/or slogan indicating equality, non-discrimination, and equal access, in all press releases, solicitations, and program information materials.

The City shall develop an outreach plan each year, which will include, singularly or in combination, advertisements in local newspapers, public service announcements, distribution of fair housing brochures at relevant events, community presentations, or other outreach activities to inform the community about fair housing rights and responsibilities.

REQUIREMENTS AND PRACTICES FOR OWNERS

All developers who receive funds from the City are required to enter into loan and regulatory agreements with the City prior to receiving any funds. These agreements are designed to bind the recipients to all of the program requirements, including the affirmative fair marketing procedures.

Developers receiving federal funds are required to create units that are accessible to people with disabilities. At least five percent of the new units must be accessible to people with mobility impairments and at least two percent must be accessible to people with hearing or vision impairments.

In addition to Federal laws requiring units for people with physical disabilities, Fair Housing laws require owners to make reasonable accommodations or modifications for people with all types of disabilities. In doing so, recipients are required to make and pay for structural modifications to dwelling units and common areas when needed as a reasonable accommodation for tenants or applicants with disabilities. In such cases where providing a requested accommodation would result in an undue financial and administrative burden, developers are required to take any other action that would not result in an undue burden.

Recipients must submit proposed marketing and management plans on the form HUD-935.2(a) for multifamily projects or 935.2(b) for single-family projects, along with supporting documentation to the City for review and approval. Prior to commencing marketing activities, owners will be required to meet with City staff to review the proposed marketing strategy to ensure that affirmative marketing efforts will be employed.

Management plans must include policies for ensuring reasonable accommodation for persons with disabilities. Management plans must also contain policies and provisions for recordkeeping and monitoring.

Marketing plans must include information on strategies for reaching persons and groups not likely to apply including, but not limited to, households with a disabled member. Marketing plans must also include procedures for ensuring that accessible units are occupied by people with disabilities who require accessible features, as described below.

Marketing plans must include the use of the fair housing logotype and/or slogan, and use of a logotype and/or slogan and fair housing posters must be displayed at the project rental or sales office. Owners are required to advertise in newspapers of general circulation, and to provide notice to community groups when units become available.

Marketing strategies must include use of a welcoming statement to encourage people with disabilities to apply for units, as well as a description of available units, accessible features, eligibility criteria, and the application process.

Marketing plans must indicate that qualified applicants with disabilities who request accommodations shall receive priority for the accessible units. Open houses and marketing offices must be accessible to allow disabled persons to visit the site and retrieve information about accessible units.

PROCEDURES FOR OUTREACH TO PERSONS LEAST LIKELY TO APPLY

Owners are required to engage in special outreach to persons and groups in the housing market area who, in the absence of such outreach are not likely to apply for the housing. In determining what special outreach is needed, Owners should take into account past patterns of discrimination, the racial and ethnic makeup of the neighborhood, language barriers, location, or other factors that might make it less likely that some persons and groups (a) would be aware of the availability of the housing or (b) would be likely to apply for the housing.

In particular, owners are required to advertise in media, which are reasonably likely to reach such targeted groups, and to provide notice to community organizations, fair housing agencies, and other similar organizations. A list of local disability organizations and community development boards will be provided by DHCS upon request. Multilingual advertising is encouraged where such efforts would result in reaching persons and groups not likely to apply.

SPECIFIC PROCEDURES FOR ENSURING THAT ACCESSIBLE UNITS ARE OCCUPIED BY PEOPLE WITH DISABILITIES WHO REQUIRE ACCESSIBLE FEATURES

Outreach by owners to the community shall include the distribution of notices describing:

- ◆ the availability of all units;
- ◆ specific information regarding the availability and features of accessible units;
- ◆ eligibility criteria; and
- ◆ application procedures.

All application forms shall include information indicating that people with disabilities requiring accessible features shall receive priority for accessible units. The application must include a section to be filled out by any applicant requesting an accommodation with details on the applicant's special needs for accessible features or other accommodations. Under no circumstance should an applicant be required to disclose a disability unless requesting an accommodation. This will allow developers to provide, upfront, any necessary accessible features and/or accommodations for those people requesting accommodations.

Owners shall take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, any vacant, accessible unit should first be offered to a current, disabled tenant of the same project or comparable project under the owner's control.

The disabled occupant must require the features in the vacant unit and must be occupying a unit not having such features. If no such occupant exists, the developer shall then offer the unit to a qualified applicant on the waiting list who has a disability requiring the accessibility features of the unit.

Furthermore, when offering an accessible unit to applicants without disabilities, the owner may require such applicants to agree to move to a non-accessible unit when one becomes available or when the accessible unit is needed by a disabled household. Such an agreement may be incorporated into the lease.

Note: An owner may not prohibit an eligible family with a member who has a disability from accepting a non-accessible unit, which may become available before an accessible unit. Owners are required to modify such a non-accessible unit as needed or move a disabled household into a unit that can be altered, unless the modifications would result in an undue financial and administrative burden or alteration in the nature of a program. All applicants should be provided information about how to request a reasonable accommodation at the time they apply for admission and at every recertification.

RECORDKEEPING AND MONITORING

Owners must maintain records for at least five years regarding marketing and tenant selection practices. Upon request, Owners are required to submit to the City copies of all advertisements indicating the date the advertisements were placed and the media outlets which were used.

Owners must also provide copies of notices sent to community groups and a listing of those groups to which notices were sent. Owners must maintain records regarding the characteristics of persons applying for vacant units, and the characteristics (including race and familial status) of persons actually selected for the units. Owners' records must also include the number, location, and description of accessible units, and success in filling such units with people who need accessible features or other accommodations. In addition, Owners should document any reasonable accommodations made to, or requested by, tenants during the reporting year.

As part of the City's monitoring of assisted housing developments, the City will review the Owners' records to verify that each qualified household living in an accessible unit has at least one household member who needs the accessible features of the unit.

The duration of monitoring of Affirmative Fair Housing Marketing (AFHM) Requirements varies with each housing program. For homeownership programs, AFHM requirements apply through the completion of initial sales transactions on units covered by the approved AFHM plan. For assisted rental housing, AFHM requirements apply throughout the term of the loan and regulatory agreements, including those periods when the project does not maintain sustaining occupancy.

ANNUAL SURVEY AND CERTIFICATION

Housing providers should complete an annual survey and certification regarding its AFHMP and submit it to the City. The Annual Survey and Certification must respond to all of the following:

1. A current Affirmative Fair Housing Marketing Plan (AFHMP) (Form HUD-935.2A) is required of all City-assisted housing projects.
 - a. What is the date of the current AFHMP on file?
2. Does your site office / web site have the Equal Opportunity logo and statement posted?

3. How many units are currently vacant or have given notice to vacate?
4. How are vacant units advertised?
5. In the last year, have any applicants for units been rejected?
 - a. If yes, please provide reasons for rejection.
 - b. Did any rejected applicants have Housing Choice Vouchers (Section 8) or other rental subsidy sources of income?
6. In the last year, have any residents been evicted?
 - a. If yes, provide list of evicted households including building and unit number and reasons for eviction.

Project Name:
Project Address:

Owner Name:
Owner Address:

Signature of Owner or its Agent / Representative:
Printed name and Title:

Date:

ASSESSMENT OF SUCCESS AND CORRECTIVE ACTIONS

The City will review records maintained by owners to ensure that Affirmative Fair Housing Marketing requirements are being met. Where the characteristics of applicants are significantly different from the make-up of the City's population (i.e., in cases where specific groups are over-represented or under-represented), the City will examine in more detail the owner's actions to determine if a violation of the requirements has occurred.

The City employs a variety of corrective actions. Initially, owners who have not fully complied with the requirements are directed to engage in targeted marketing efforts to reach groups not initially reached. In cases where owners refuse to comply with the affirmative fair marketing procedures, the City may take additional actions to secure performance under the loan agreement, including declaring the loan in default and recapturing the funds.

ATTACHMENTS

Attachment A: City of Pueblo's Analysis of Impediments to Fair Housing
Attachment B: Sample Advertisement/Listing

ATTACHMENT A

Additional Resources: City of Pueblo's Analysis of Impediments to Fair Housing can be viewed on the City's website located at <https://www.pueblo.us/257/Documents-Forms>

ATTACHMENT B

Sample Advertisement

(Project name), an affordable housing development in Pueblo has (studio, 1, 2, 3, and/or 4) bedroom apartments available at reduced rents for qualified low income households. Disabled applicants are encouraged to apply. Income and other restrictions apply. (Section 8 welcome)

Equal Opportunity Housing Provider.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TO PREPARE AN ENVIRONMENTAL AND CULTURAL DOCUMENTED CATEGORICAL EXCLUSION (CATEX) FOR THE TAXILANE REHABILITATION AND NEW HANGAR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., and the City of Pueblo, a Municipal Corporation, to prepare an environmental and cultural Documented Categorical Exclusion (CATEX) for the Taxilane Rehabilitation and New Hangar Project.

PREVIOUS COUNCIL ACTION:

Resolution No. 14989 approved September 22, 2022, approving a master agreement between Dibble and Associates Consulting Engineers, Inc., and the City of Pueblo, a Municipal Corporation, for Professional Engineering Services and Engineer of Record for the Pueblo Memorial Airport.

BACKGROUND:

The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate taxilane infrastructure at the Pueblo Memorial Airport. A preliminary Documented Categorical Exclusion (CATEX) report is required by the Federal Aviation Administration (FAA) as part of the engineering design and grant application submittal.

In accordance with their master contract, Dibble and Associates Consulting Engineers, Inc., submitted a proposal to complete the required CATEX.

FINANCIAL IMPLICATIONS:

The total cost for the CATEX project is \$32,180.00. Funds for the project will be paid from Project Account AP1804 – South T-Hangar #1. It is expected that 95% of the project costs will be reimbursed through a future FAA grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Taxilane Rehabilitation and New Hangar project cannot proceed.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. Dibble_AP1804 Taxilane Rehab and New Hangar 2024
2. PUB Taxilane and Hangar CATEX - Proposal 01.18.24

ORDINANCE NO.

AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TO PREPARE AN ENVIRONMENTAL AND CULTURAL DOCUMENTED CATEGORICAL EXCLUSION (CATEX) FOR THE TAXILANE REHABILITATION AND NEW HANGAR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the 2022 Airport Master Plan identified the need for new general aviation hangars and taxilane rehabilitation; and

WHEREAS, Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation submitted their proposal to complete the CATEX in accordance with the master agreement as Engineer of Record for the Pueblo Memorial Airport; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., and the City of Pueblo, a Colorado Municipal Corporation, to prepare an environmental and cultural Documented Categorical Exclusion (CATEX) for the Taxilane Rehabilitation and New Hangar Project, a copy of which is attached hereto, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

Funds for said project shall be from Project Account AP1804 – South T-Hangar #1.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described therein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 1st day of March, 2024 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, construction administration, and related services for Owner in connection with Project No. API804, Project Name: Taxilane Rehab and New Hangar, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

- ☒ [X] - Study and Report Phase
- ☐ [] - Preliminary Design (Schematic) Phase
- ☐ [] - Final Design Phase
- ☐ [] - Construction Documents & Bidding Phase
- ☐ [] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Appendix A – Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

- (a) Consult with Owner to determine his requirements for the Project and review available data.
- (b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.
- (c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
- (d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- (e) Provide general economic analysis of Owner's requirements applicable to various alternatives.
- (f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.
- (g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

- (a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.
- (b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- (c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- (d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.
- (e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- (f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the

(Agreement for Professional Engineering Services – CA Revised and Apprd 04/1/2020)

Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of

bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of

the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes, and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; and Engineer hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S., or similar statute.

(c) Engineer's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility," attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however,

the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal Agency are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal loans or grants. Should the applicable Federal Agency indicate that loans or grants shall not be granted or approved by the Agency, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work

or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed **\$32,180.00** in the aggregate and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within forty (40) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B – "Fee Schedule."

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses unless otherwise provided and listed in Appendix B - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2024, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.5 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees, engineers, and subcontractors, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Engineer's entire right to compensation shall be chosen by Owner and limited to the lesser of (a) the reasonable value of completed work to Owner or (b) payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs,

drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

(b) Advertising. Unless specifically approved in advance in writing by Owner, Engineer shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Engineer's employees. If Engineer wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the Owner for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.2 Insurance and Indemnity.

(a) Engineer agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars (\$1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars (\$1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding \$50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, its employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and its employees, including claims of nonpayment. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 3020 East Camelback Road Suite 201 Phoenix, AZ 85016. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and

the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

7.8 Equal Employment Opportunity. In connection with the performance of this Agreement, Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Engineer shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.9 Severability. If any provision of this Agreement, except for Section 2.7, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.7 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under

Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

9.1 The following Appendices are attached to and made a part of this Agreement:

Scope of Work - "Scope of Services" consisting of 3 pages.

Appendix A - "Fee Schedule" consisting of 4 pages.

Appendix B - CATEX Project Exhibit consisting of 1 page.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility"
Consisting of 6 pages.

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA, except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances, and regulations as they apply to the Project.

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK.

(a) At or prior to the time for execution of this Agreement, Engineer shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Engineer will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Engineer shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this contract;

(II) Enter into a contract with a subconsultant that fails to certify to Engineer that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under

this contract.

(c) The following state-imposed requirements apply to this contract:

(I) The Engineer shall have confirmed or attempted to confirm the employment eligibility of all of its employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(II) The Engineer is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(III) If the Engineer obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien to perform work under this Agreement, the Engineer shall be required to:

A. Notify the subconsultant and the Purchasing Agent of the City within three (3) days that the Engineer has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A above, the subconsultant does not stop employing or contracting with the illegal alien; except that the Engineer shall not terminate the contract with the subconsultant if, during such three (3) days, the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

(IV) The Engineer is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Engineer shall constitute a material breach of contract and grounds for immediate termination. In the event of such termination, the Engineer shall be liable for Owner's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Engineer to violate any terms of participation in the E-Verify Program.

(f) Violation of this Section 11 by the Engineer shall constitute a material breach of contract and grounds for immediate termination. In the event of such termination, the Engineer shall be liable for Owner's actual and consequential damages.

(g) As used in this Section 11, the term "subconsultant" shall mean any subconsultant or subcontractor of Engineer rendering services with the scope of this Agreement.

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the Effective Date first above written.

CITY OF PUEBLO, A MUNICIPAL
CORPORATION

DIBBLE AND ASSOCIATES
CONSULTING ENGINEERS, INC.

By: _____
Heather Graham, Mayor

Title: _____

Name: _____

By: _____

Attest: _____
City Clerk

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

January 18, 2024

Pueblo Memorial Airport
31201 Bryan Circle, Ste. 200
Pueblo, CO 81001-4803

Attention: Mr. Greg Pedroza
City of Pueblo – Director of Aviation
Pueblo Memorial Airport

RE: ENGINEERING SERVICES PROPOSAL
City Project Number: TBD
FAA AIP No. 3-08-0046-051-2024
Environmental Phase Services
Taxilane Rehabilitation and New Hangar CATEx

We appreciate the opportunity to provide environmental services for the *Taxilane Rehabilitation and New Hangar* project at the Pueblo Memorial Airport (PUB). This proposal has been prepared in accordance with the direction provided by the FAA and PUB and with the information discussed during the FAA Project Kick-Off Meeting held on December 18, 2023.

Dibble, as the prime consultant, is proposing to complete the Scope of Work as included in this proposal for as follows:

A. Environmental Phase Services:

1. Dibble (Environmental).....	\$11,340.00
2. SWCA Environmental Consultants.....	\$15,608.00
3. SWCA Environmental Consultants (Optional Tasks).....	\$5,232.00
Subtotal.....	\$32,180.00

Transmitted herewith is our proposed Scope of Work, Fee Summary, Derivation of Fee Proposal, Estimated Manhours matrix, CATEx Project Exhibit, and full subconsultant proposals for your review.

We are very grateful for the opportunity to work with PUB on this project. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,



Jared Bass, P.E.
Vice President - Sr. Project Manager



Charlie McDermott, LEED AP
Aviation Planning Manager





DRAFT Scope of Work

Taxilane Rehabilitation and New T-Hangar Documented CATEX Preparation Pueblo Memorial Airport (PUB)

Introduction

Dibble (Dibble or the Engineer) has been requested by the **Pueblo Memorial Airport (PUB or Airport)** to prepare a **Documented Categorical Exclusion (CATEX)** and a FAA Form 7460 for the **Taxilane Rehabilitation and New Hangar project** (the Project) at the Pueblo Memorial Airport (PUB) as depicted on the Airport Layout Plan (ALP) and the CATEX Project Exhibit. See **Appendix B** for the CATEX Project Exhibit.

This scope of work for the project consists of environmental coordination with FAA for a rehabilitation of existing asphalt concrete (AC) taxilane and apron between the FBO Apron and new hangar site; as well as a new 10-Unit Nested Hangar (approx. 51' x 231' with a building height of 15') as shown on the attached CATEX project exhibit. The AC rehabilitation will consist of full depth crack repair with a Gap Mastic B type of material and GSB-88 Seal Coat.

The documented CATEX will be prepared in accordance with the Federal Aviation Administration (FAA) Order 1050.1F, *Environmental Impacts: Policies and Procedures*.

Environmental Phase Services

The Scope of Work for the Project includes:

→ **Task 1 - General**

a) Project Management and Administration

Dibble will provide project management services for the preparation of the required documented Categorical Exclusion (CATEX) and updated Airport Layout Plan (ALP) as necessary. Dibble will also prepare monthly invoices in a format acceptable to the Developer.

b) Project Definition and Coordination

Dibble will ensure the project is well-defined and coordinated with stakeholder agencies ahead of starting the federal environmental process.

→ **Task 2 - Prepare Categorical Exclusion (CATEX)**

a) Collect Environmental Resource Data

Dibble will gather relevant and readily available environmental data about the Airport property and the surrounding land for use in preparing the CATEX. No additional environmental studies will be conducted other than those described herein. Source of data will include, but not limited to,

previous environmental studies that have been prepared for projects at the Airport, online database sources and information from the City of Pueblo.

The preparation of a biological, historical, architectural, and cultural resource study, as well as aquatic resource inventory, and floodplain determination and impact assessment are included in this scope of work, and will be provided by a sub-consultant (SWCA Environmental Consultants). See **Appendix C** for SWCA's scope of work. It includes:

- *Cultural Resource Evaluation and Reports*

SWCA (sub-consultant to Dibble) will conduct a thorough background archaeological literature and records search for the project. A pre-field literature search is required to inform the cultural resources field inventory and identify known resources in the area. This field search will require a state records review for the project area and a 1-mile buffer via the Colorado Office of Archaeology and Historic Preservation (OAHP), as well as a review of historic General Land Office plats, topographic maps, and aerial imagery.

SWCA will then perform a standard cultural resources inventory for the project to FAA and OAHP standards, meeting federal regulations guiding the Protection of Historic Properties (36 Code of Federal Regulations 800). Field investigations will include a standard intensive (Class III) pedestrian survey of a defined survey area consisting of the Project area with an additional 100-foot survey buffer.

- *Biological Habitat Evaluation*

SWCA will conduct a field biological habitat assessment to evaluate potential impacts to natural resources including compliance with the Endangered Species Act (ESA), the Migratory Bird Treaty Act, the Bald and Golden Eagle Protection Act, Colorado Parks and Wildlife's (CPW) Buffer Zones and Seasonal Restrictions for Colorado Raptors¹, and other CPW guidance for state listed species.

- *Aquatic Resources Inventory*

Concurrently with the biological habitat evaluation, SWCA will conduct a field aquatic resources inventory (ARI) survey of waters which may be considered Waters of the U.S. (WOTUS) within areas proposed for disturbance (commonly referred to as a "wetland delineation"). SWCA will delineate wetland and non-wetland waters using a global positioning system (GPS) unit capable of submeter accuracy. This work will be completed in accordance with the U.S. Army Corps of Engineers' (USACE) methods for delineations in this part of Colorado.

Potential wetlands will be evaluated using the 1987 Corps of Engineers Wetland Delineation Manual² (Manual) and the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Western Mountains, Valleys, and Coast Region, Version 2.0.3 (2010) (Regional Supplement). Non-wetland waters will be evaluated using guidance provided in the USACE's Regulatory Guidance Letter 05-05,⁴ A Guide to Ordinary High-Water Mark (OHWM) Delineation for Non-Perennial Streams in the Western Mountains, Valleys, and Coast Region of the United States (TR-14-13), and National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams (TR-22-26), as needed.

- *Preconstruction Notification and Agency Coordination*

SWCA will complete a Preconstruction Notification (PCN) submittal for the Project. Data collected during the aquatic resources inventory will be used to develop figures that depict the Project's proposed impacts to the mapped potential WOTUS. This includes time to respond to Dibble's review of a draft PCN and respond to one round of comments from USACE.

- *Climate Related Financial Risk*

FFRMS Floodplain Determination and Impact Assessment: The base flood elevation provided by pre-existing FEMA flood risk mapping will be used to determine the Federal Flood Risk Management Standard (FFRMS) floodplain in accordance with the "Freeboard Value Approach" prescribed by Executive Order (EO) 14030 – Climate-Related Financial Risk, which reinstates EO 13069 - Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input. Dibble and SWCA will, in accordance with EO 11988 - Floodplain Management, as amended by EO 13069, support the FAA in the "Eight-Step Decision-Making Process" provided therein, as follows:

- ✓ Dibble will determine if the proposed project falls within the FFRMS floodplain.
- ✓ SWCA will provide public notification in support of early public review of the project (Refer to SWCA's attached proposal).
- ✓ Dibble will identify and evaluate alternatives to locating in the FFRMS floodplain.
- ✓ SWCA will identify environmental impacts of the proposed project (Refer to SWCA's attached proposal).
- ✓ Dibble will identify flood hazard impacts of the proposed project.
- ✓ If necessary, Dibble will identify design modifications to minimize harm and restore and preserve natural and beneficial values of the FFRMS floodplain.
- ✓ If necessary, Dibble will reevaluate alternatives.
- ✓ If necessary, Dibble will provide findings and explanation for siting of the project within the FFRMS floodplain within a public notice.

b) Review of Environmental Studies prepared by SWCA

Dibble shall rely on the findings from the specialized studies prepared by SWCA to support the preparation of the documented CATEX. Dibble will review and incorporate the findings of the specialized studies into the documented CATEX.

c) Draft FAA Documented CATEX

Dibble has completed an initial environmental review of the proposed Project and through consultation with the Federal Aviation Administration (FAA) in December 2023 has determined that the proposed Project is a categorically excluded federal action that does not individually or cumulatively have a significant effect on the human environment. It has been confirmed by the FAA, (email on 12/18/23), that neither an Environmental Assessment (EA) nor Environmental Impact Statement (EIS) will be required for the proposed project

Therefore, a Documented Categorical Exclusion (CATEX) will be prepared for the proposed Project in accordance with FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, paragraph 5-6.4. (e), *Categorical Exclusions for Facility Sitting, Construction and Maintenance*.

Dibble will prepare the required documented CATEX in accordance with the FAA's Office of Airports (ARP) Standard Operating Procedure (SOP) 5.1 for CATEX Determinations. An initial Draft CATEX will be submitted to the Sponsor and the FAA for a preliminary review.

d) Final FAA Documented CATEX

Comments received on the Draft CATEX will be incorporated into the Final CATEX as applicable. The Final CATEX will be re-submitted to the Sponsor and the FAA for final review and issuance of a CATEX determination by the FAA.

Summary of Work Product Deliverables

- Draft FAA Documented CATEX
- Final FAA Documented CATEX

Schedule

It is anticipated that the Draft Documented CATEX will be completed and submitted to FAA a month after a Notice to Proceed (NTP) is granted by the Airport. A Final Determination is necessary before design efforts can get underway early Q2 2024.

Attachments

Appendix A - Dibble Fee Proposal

Appendix B - CATEX Project Exhibit

Appendix C - SWCA Environmental Consultants Proposal (Dated January 17, 2024)

End Scope of Work

Appendix A - Dibble Fee Proposal

Firm: Dibble
On-Call Engineering
Project: **Taxilane Rehabilitation and New T-Hangar**
Environmental Phase Services
Pueblo Memorial Airport (PUB)
Date: 1/18/2024



Contract Number: TBD
Project Number: TBD
Task Number: N/A
Amendment Number: N/A

Summary	Dibble	Subs
---------	--------	------

A. Environmental Phase Services

	Fee	Type	
1 Dibble	\$11,340.00	Lump Sum	\$11,340.00
2 SWCA Environmental Consultants	\$15,608.00	Lump Sum	\$15,608.00
2 SWCA Environmental Consultants (Optional Tasks)	\$5,232.00	Lump Sum	\$5,232.00
Environmental Phase Subtotal.....	\$32,180.00		\$20,840.00

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	Taxilane Rehabilitation and New T-Hangar	Task Number:	N/A
	Environmental Phase Services	Amendment Number:	N/A
	Pueblo Memorial Airport (PUB)		0 0
Date:	1/18/2024		0 0

Environmental Phase Services Summary			
Classification	Total Hours	Billing Rates	Total Costs
1 Principal	2	\$269.91	\$539.82
2 Senior Project Manager	9	\$246.40	\$2,217.60
3 Senior Planner	14	\$191.17	\$2,676.38
4 Planner	14	\$146.61	\$2,052.54
5 Senior Engineer	15	\$191.17	\$2,867.55
6 QA/QC Manager	4	\$246.40	\$985.60
7 Senior Designer	0	\$150.06	\$0.00
8 Admin Assistant	0	\$114.67	\$0.00
Totals:	58		\$11,340.00

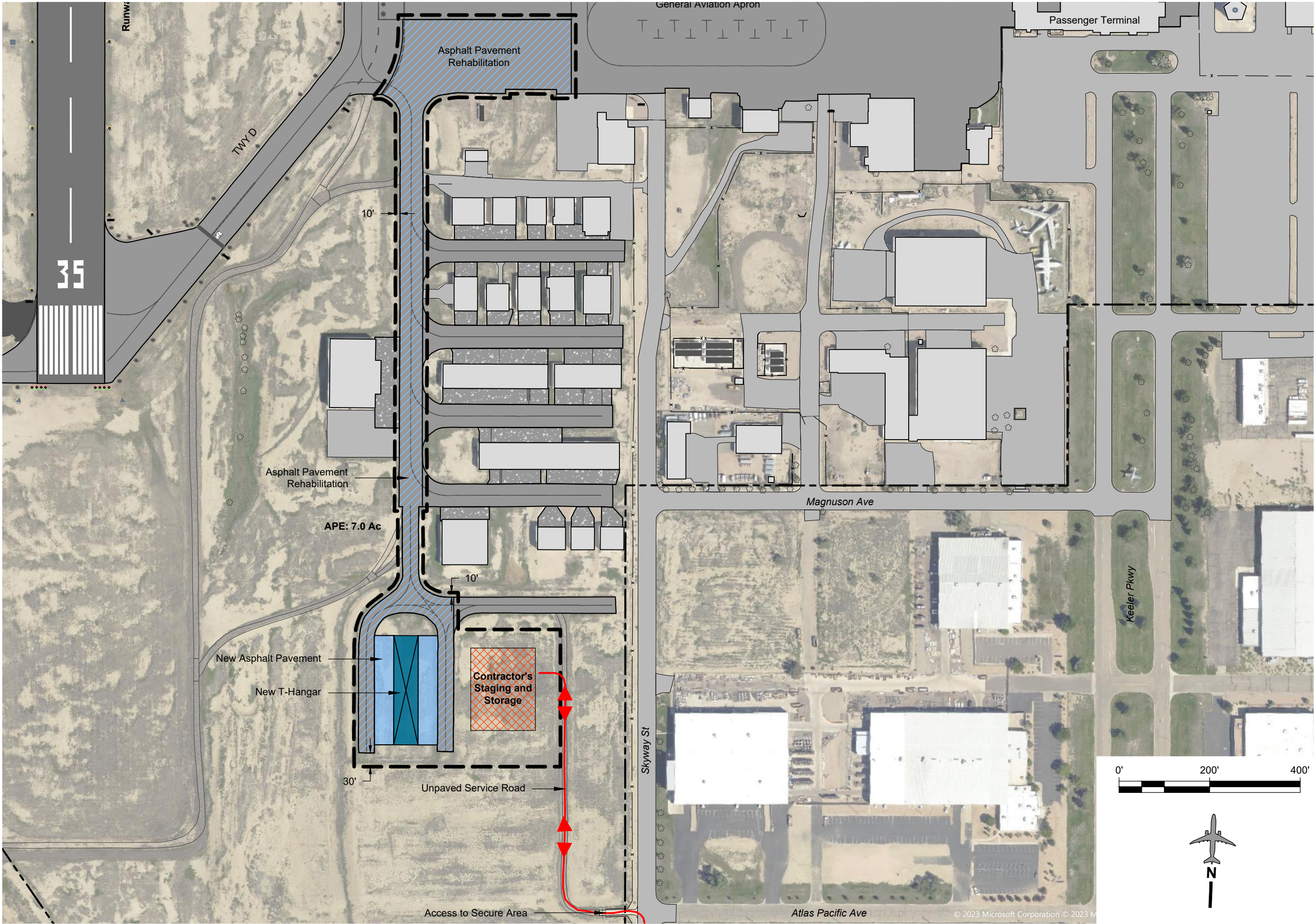
Environmental Phase Services Direct Costs		
Item	Cost	Type of Compensation
1 N/A.....	\$0.00	Direct Cost
Sub-Total for Direct Costs.....		\$0.00

Environmental Phase Services Subconsultants		
Firm	Cost	Type of Compensation
1 SWCA Environmental Consultants	\$15,608.00	Lump Sum
1 SWCA Environmental Consultants (Optional Tasks)	\$5,232.00	Lump Sum
Sub-Total for Subconsultants:		\$20,840.00

Environmental Phase Services Total Fee	
Total Fee (rounded).....	\$32,180.00

Firm:	Dibble								Contract Number: TBD
	On-Call Engineering								Project Number: TBD
Project:	Taxilane Rehabilitation and New T-Hangar							Task Number: N/A	
	Environmental Phase Services							Amendment Number: N/A	
	Pueblo Memorial Airport (PUB)							0 0	
Date:	1/18/2024							0 0	
Environmental Phase Services - Estimated Manhours									
Task	Principal	Senior Project Manager	Senior Planner	Planner	Senior Engineer	QA/QC Manager	Senior Designer	Admin Assistant	Total Hours by Task
1 General									
a) Project Management and Administration	1	2							3
b) Project Definition and Coordination		2	2	1					5
2 Categorical Exclusion (CATEX)									
a) Collect Environmental Resource Data		2	6	7	15				30
b) Review of Environmental Studies prepared by SWCA			4	2					6
c) Draft FAA Documented CATEX		2		4		3			9
d) Final FAA Documented CATEX	1	1	2			1			5
Total Hours by Classification	2	9	14	14	15	4	0	0	58

Appendix B – CATEx Project Exhibit



Legend:

- Existing Facilities
- New Pavement
- Taxilane Rehabilitation
- New T-Hangar
- Existing Property Line
- Area of Potential Effects
- Staging & Storage
- Haul Route

Notes:

- Conceptual only.
- APE: Area of Potential Effects - 7.0 Acres (Est.)
- Unclassified excavation, if any, anticipated to be stored at existing stockpiling site on the far east side of the Airport. Site has already been cleared through previous CATEXs.
- Haul Route through existing Airport access gate and via existing dirt/gravel service road, as indicated.

Scale based on a 11"x17" sheet.

Pueblo Memorial
Taxilane Rehab. & New T-Hangar
Draft CATEX Exhibit
Date: 01.03.24

Appendix C - SWCA Environmental Consultants Proposal



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

295 Interlocken Boulevard, Suite 300
Broomfield, Colorado 80021
Tel 303.487.1183
www.swca.com

January 17, 2024

Thibault Sirigu, Aviation Planner
Dibble Engineering
2696 South Colorado Boulevard, Suite 330
Denver, Colorado 80222
Submitted via email: thibault.sirigu@dibblecorp.com

Re: Pueblo Memorial Airport Taxilane Rehabilitation and New T-Hangar Project

Dear Thibault Sirigu:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide Dibble Engineering (Dibble) with our scope of work and cost estimate for cultural and natural resources survey and permitting support for the proposed Pueblo Memorial Airport Taxilane Rehabilitation and New T-Hangar Project (Project), which is located at the Pueblo Memorial Airport (PUB) in Pueblo County, Colorado. It is our understanding that Dibble is requesting a proposal for the following: a cultural resource evaluation, biological habitat evaluation, aquatic resources inventory, pre-construction notification (optional), and FFRMS floodplain determination and impact assessment (optional).

The airport will utilize Federal Aviation Administration (FAA) funding and therefore, is subject to the National Environmental Policy Act (NEPA) process. SWCA's reports proposed here will provide the biological, cultural, and wetlands information necessary to prepare the NEPA documentation.

SCOPE OF WORK

The Pueblo Memorial Airport Taxilane Rehabilitation and New T-Hangar Project (Project) is a proposed airport rehabilitation and development project located in Pueblo County, Colorado. The Project components will include the "New Pavement", "Taxilane Rehabilitation", "New T-Hangar", and "Staging and Storage" and all impacts will occur within the "Area of Potential Effects" boundary as shown in the PDF titled "PUB Taxilane Rehab and New Hangar Draft CATEX Exhibit 01.03.24" and provided to SWCA Environmental Consultants (SWCA) by Dibble Engineering (Dibble) on January 17, 2024. The Haul Route will utilize an existing gravel service road.

PHASE 1. CULTURAL RESOURCES

TASK 1. CULTURAL RESOURCE EVALUATION

SWCA will conduct a thorough background archaeological literature and records search for the project. A pre-field literature search is required to inform the cultural resources field inventory and identify known resources in the area. This file search will require a state records review for the project area and a 1-mile buffer via the Colorado Office of Archaeology and Historic Preservation (OAHP), as well as a review of historic General Land Office plats, topographic maps, and aerial imagery.

SWCA will then perform a standard cultural resources inventory for the project to FAA and OAHP standards, meeting federal regulations guiding the Protection of Historic Properties (36 Code of Federal Regulations 800). Field investigations will include a standard intensive (Class III) pedestrian survey of a defined survey area consisting of the area of potential effects, defined as a 7-acre area, and including an additional 100-foot survey buffer. The field survey will be conducted by one SWCA archaeologist walking the survey area at transect spacing not to exceed 20 meters within one field day of up to 10 hours. Preliminary review indicated that no portions of the project area has been

previously surveyed. The review also indicates that the project area appears heavily disturbed in aerial imagery after continuous expansion of the airport after 2005.

SWCA anticipates that a limited results report will be sufficient to document the results. This report will include information on any other cultural resource recorded, environmental setting, evaluations of resource eligibility for the National Register of Historic Places, and any anticipated project-related effects to these resources.

Deliverables

- Within one week of the completion of fieldwork, SWCA will provide shapefiles and a KMZ of recommended cultural resource avoidance areas, if any, to Dibble for its use in minimization and avoidance of effects to cultural resources.
- Within four weeks of completion of the cultural resources survey, SWCA will produce an electronic copy of the limited results report for submittal to the FAA, who will provide a copy to the OAHF for consultation purposes. An electronic redacted copy of the report in PDF format will be submitted to Dibble. In addition, SWCA will prepare project shapefiles meeting OAHF data requirements to be submitted to the OAHF via a secure cloud service.

PHASE 2. NATURAL RESOURCES

TASK 1. BIOLOGICAL HABITAT EVALUATION

SWCA will conduct a field biological habitat assessment to evaluate potential impacts to natural resources including compliance with the Endangered Species Act (ESA), the Migratory Bird Treaty Act, the Bald and Golden Eagle Protection Act, Colorado Parks and Wildlife's (CPW) Buffer Zones and Seasonal Restrictions for Colorado Raptors¹, and other CPW guidance for state listed species.

A biologist will conduct an on-site evaluation of vegetation communities and landscape features of proposed disturbance areas to determine if they meet the habitat requirements for species listed as federal- or state- threatened or endangered. SWCA will delineate prairie dog colonies and identify raptor nests within 0.5 mile of the Project area and public rights-of-way using binoculars.

Deliverables

- Task 2 includes preparation of a short letter report to document our findings and any recommendations we may have regarding the project's potential impact on natural resources and sensitive habitats. The report will include a description of the methodology and results of the evaluation along with mapping and photographs of any sensitive resources identified in the Project area or observed within the 0.5-mile buffer. The report will be delivered as an electronic file to Dibble for review and comment prior to report finalization.

TASK 2. AQUATIC RESOURCES INVENTORY

Concurrently with the biological habitat evaluation, SWCA will conduct a field aquatic resources inventory (ARI) survey of waters which may be considered Waters of the U.S. (WOTUS) within areas proposed for disturbance (commonly referred to as a "wetland delineation"). SWCA will delineate wetland and non-wetland waters using a global positioning system (GPS) unit capable of submeter accuracy. This work will be completed in accordance with the U.S. Army Corps of Engineers' (USACE) methods for delineations in this part of Colorado. Potential wetlands will

¹ Colorado Parks and Wildlife. 2020. *Recommended Buffer Zones and Seasonal Restrictions for Colorado Raptors*. www.cpw.state.co.us/Documents/WildlifeSpecies/LivingWithWildlife/Raptor-Buffer-Guidelines.pdf. Accessed November 2023

be evaluated using the *1987 Corps of Engineers Wetland Delineation Manual*² (Manual) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region, Version 2.0*³ (Regional Supplement). Non-wetland waters will be evaluated using guidance provided in the USACE's Regulatory Guidance Letter 05-05,⁴ *A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States*⁵, and *National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams* (TR-22-26),⁶ as needed.

Prior to fieldwork, SWCA will conduct a desktop assessment of the Project area (e.g., obtaining National Wetlands Inventory mapped data, National Hydrography Dataset information, Natural Resources Conservation Service soil mapped data, and historic aerial imagery). Following the desktop assessment, SWCA will conduct the field delineation, including recording submeter-accurate boundaries for potential WOTUS in the Project area; obtaining data necessary to complete USACE wetland determination data forms; conducting field assessments of the potential status of mapped wetland and non-wetland waters as Waters of the U.S. (WOTUS); and collecting supporting information such as photographs and site observations that will be incorporated into subsequent reports.

Task 2 also includes compiling the information recorded during fieldwork into an ARI report which meets the USACE Pueblo Regulatory Office's requirements. The ARI report will include a description of the Project area, delineation methods, delineation results (including considerations relative to the jurisdictional status of each identified wetland and non-wetland feature), detailed site mapping, and supporting data (consisting of wetland determination data forms, site photographs, soil mapping, and National Wetlands Inventory mapping).

Deliverables

- Within two weeks of receiving NTP, SWCA will initiate the existing data review and complete fieldwork. Within 1 week of the completion of fieldwork, SWCA will provide shapefiles and a KMZ file of waters delineated as part of the ARI to Dibble for its use in minimization and avoidance of impacts.
- Within four weeks of completion of the ARI field delineation survey, SWCA will provide a draft ARI report in MS Word and PDF formats that presents the results of SWCA's delineation. The report will include an introduction, desktop and field methods, desktop and field results, and a conclusion as well as maps illustrating the desktop and field results. The report will provide SWCA's professional opinion of the likely jurisdiction as WOTUS as well as recommendations for Clean Water Act (CWA) Section 404 permitting. SWCA will address one round of consolidated comments from Dibble, then finalize and submit the report to Dibble in PDF format within 1 week of receipt of all comments.

² U.S. Army Corps of Engineers. 1987. *Corps of Engineers Wetland Delineation Manual*. Wetlands Research Program Technical Report Y-87-1. Vicksburg, Mississippi: U.S. Army Engineers Waterways Experiment Station, Environmental Laboratory.

³ USACE. 2010. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0)*, edited by J.S. Wakeley, R.W. Lichvar, and C.V. Noble. ERDC/EL TR-10-1. Vicksburg, Mississippi: U.S. Army Engineer Research and Development Center.

⁴ USACE. 2005. *Regulatory Guidance Letter No. 05-05, Subject: Ordinary High Water Mark Identification*. Signed by Major General Don T. Riley, Director of Civil Works.

⁵ USACE. 2008. *A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States: A Delineation Manual*, edited by R.W. Lichvar and S.M. McColley. ERDC/CRREL TR-08-12. Hanover, New Hampshire: Cold Regions Research and Engineering Laboratory, U.S. Army Engineer Research and Development Center.

⁶ USACE. 2022. *National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams*, edited by G.C.L. David, K.M. Fritz, T.L. Nadeau, B.J. Topping, A.O. Allen, P.H. Trier, S.L. Kichefski, L.A. James, E. Wohl, and D. Hamill. ERDC/CRREL TR-22-26. Vicksburg, Mississippi: U.S. Army Engineer Research and Development Center.

TASK 3 (OPTIONAL). PRECONSTRUCTION NOTIFICATION

Task 3 is optional and will be contingent on the results of Task 2. SWCA will complete a Preconstruction Notification (PCN) submittal for the Project. Data collected during Task 2 will be used to develop figures that depict the Project's proposed impacts to the mapped potential WOTUS. This option includes time to respond to Dibble's review of a draft PCN and respond to one round of comments from USACE.

Deliverables

- Within two weeks of completion of the ARI report and after receiving NTP for this task, SWCA will provide a draft PCN in MS Word and PDF formats that presents an analysis of impacts to potential WOTUS presented in the ARI report. The PCN will include a detailed Project description, Project purpose and need, an analysis of direct and indirect adverse environmental effects, aquatic resource identification, impact calculations, and a demonstration of compliance with the applicable CWA 404 Nationwide Permit General and Regional Conditions. SWCA will address one round of consolidated comments from Dibble, then finalize and submit the report to USACE in PDF format within one week of receipt of all comments.

TASK 4 (OPTIONAL). FFRMS FLOODPLAIN DETERMINATION AND IMPACT ASSESSMENT

Task 4 is optional and will be contingent on the results of Task 2 and information provided by Dibble. Based on preliminary review of Federal Emergency Management Agency (FEMA) floodplain maps, and United States Geological Survey (USGS) topographic maps the presence of floodplains within the Project area is unlikely; however, this will be confirmed using information from Task 2, as well as information provided by Dibble. SWCA will evaluate the potential Federal Flood Risk Management Standard (FFRMS) floodplain encroachment in accordance with FAA Order 1050.1F Desk Reference (v2) in conjunction with FAA Order 1050.1F Environmental Impacts: Policies and Procedures. Executive Order 11988 requires federal agencies to avoid, to the extent possible, the long and short-term adverse impacts associated with the occupancy and modification of the FFRMS floodplain and to avoid direct or indirect support of floodplain development wherever there is a practicable alternative.

Deliverables

- Using information provided by Dibble and the outcomes of Task 2, SWCA will summarize the findings in a technical memo. A draft technical memo will be submitted to Dibble and the FAA for review and comment. SWCA will address one round of consolidated comments from Dibble and the FAA, then finalize and submit the final technical memo to Dibble in PDF format within 2 weeks of receipt of all comments.

COST ESTIMATE AND ASSUMPTIONS

SWCA proposes to complete the tasks described above on a time and materials basis for a cost of \$5,445 for Phase 1 or \$15,395 for Phase 2.

Table 1. Cost Estimate

PHASE AND TASK	TOTAL
Phase 1. Cultural Resources	
Task 1. Cultural Resource Survey and Report	\$5,445
Phase 2. Natural Resources	
Task 1. Biological Resource Survey and Report	\$5,163
Task 2. Aquatic Resource Inventory and Report	\$5,000
Task 3 (Optional). Preconstruction Notification	\$3,881
Task 4 (Optional). FFRMS Floodplain Determination and Impact Assessment	\$1,351
TOTAL	\$20,840

ASSUMPTIONS

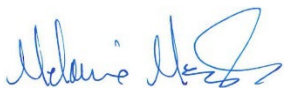
SWCA has extensive experience providing a full suite of environmental and permitting services for airport projects in Colorado, including a breadth of services outside this scope of work. Should project requirements require deviation from these assumptions that may require additional costs, SWCA will notify Dibble and discuss the need for a change order.

- SWCA will request a file search through the OAHP within 1 week of receiving NTP, the results of which will be received by SWCA within 20 to 25 business days of the request. If receipt of the file search results is delayed, the cultural resource fieldwork may be delayed. SWCA can request an expedited file search from OAHP for an additional cost as approved by the client.
- The Pueblo Airport will not require recordation.
- SWCA assumes no shovel testing will be necessary to evaluate cultural resource eligibility or project effect.
- SWCA assumes no collection of archaeological materials as part of the survey.
- The FAA will facilitate consultation with the Colorado OAHP, if required.
- Tribal consultation is the responsibility of the lead federal agency and is not included in this cost estimate.
- Depending on the timing of field surveys, many migratory birds and nesting raptors may likely not be present for observation during the surveys and additional pre-construction surveys may be recommended if construction is to occur during the nesting season (typically March through August).
- SWCA's recommendation of likely jurisdictional status will be provided for the WOTUS rule in place at the time of delineation fieldwork.
- Dibble is responsible for unrestricted site access for fieldwork. Access to the airport, if restricted, will be arranged by Dibble or their representative.
- SWCA can perform delineations during fall, winter, or spring months; however, the USACE may request additional data collection during the summer if a delineation is used for regulatory processes such as an AJD or Clean Water Act (CWA) Section 404 permitting.
- The USACE will not require delineation of separate wetland vegetation habitat types or open water and wetland classifications in support of CWA Section 404 permitting or mitigation requirements.

- We assume that agency consultation will be minimal and not require on-site meeting attendance with any of the regulatory agencies identified in this SOW.
- Weather will not delay fieldwork. Cultural, Biological, and Aquatic Resources fieldwork must be completed during the when the project site is free of snow. Cultural resources fieldwork must be completed when the project site is free of snow.
- SWCA anticipates that the cultural resource survey and report prepared for the FAA will also meet General Requirement 20 (compliance with Section 106 of the NHPA) under the applicable CWA 404 Nationwide Permit General and Regional Conditions and that a separate survey and/or report will not be required to support the PCN.
- Species-specific protocol surveys or formal consultation with the U.S. Fish and Wildlife Service is not anticipated to be necessary and therefore not included in this SOW.
- At this time, SWCA does not expect that compensatory wetland mitigation will be required for the Project and assumes that it will not be needed for the Project.
- SWCA does not expect that a biological assessment will be required by USACE during their review of the PCN. In the unexpected event that this assessment is needed, SWCA would provide Dibble with a proposed change order prior to commencing our of scope services.
- Because the exact timing of construction is not yet known, avian nesting surveys may be recommended but are not included at this time.
- Dibble will be responsible for preparation of the NEPA document. SWCA can provide Dibble with a separate scope of work and cost estimate to complete the NEPA document if requested.
- Any task not expressly described herein is not included in the proposed cost.
- Dibble will identify the FFRMS floodplains in the vicinity of the proposed project and provide their analysis to SWCA for our use in preparing the Technical Memo.
- Task 4 costs do not include submission of the report to any agency other than the FAA.

We look forward to supporting Dibble by providing high-quality environmental survey support to the Project. If you need any additional information or would like to discuss the details of our proposal, please call me at (720) 249-3441 or email me at mmedeiros@swca.com.

Sincerely,



Melanie Medeiros

Senior Cultural Resources Team Lead – Client Services Lead



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DIVISION OF CRIMINAL JUSTICE 2023 SMART GRANT (STATE'S MISSION FOR ASSISTANCE IN RECRUITING AND TRAINING GRANT PROGRAM) IS A FUNDING OPPORTUNITY OFFERED THROUGH THE OFFICE OF ADULT AND JUVENILE ASSISTANCE (OAJJA) FOR FISCAL YEARS 2024 AND 2025, AWARD NO. 2023-LE-24-12, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2316, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$791,811.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS AND RATIFYING HER SIGNATURE THERETO

SUMMARY:

Attached is Award No. 2023-LE-24-12. The State's Mission for Assistance in Recruiting and Training (SMART) Grant Program is a funding opportunity offered through the Office of Adult and Juvenile Assistance (OAJJA) for fiscal years 2024 and 2025.

PREVIOUS COUNCIL ACTION:

Previous grants have come before the council and have been approved allowing for the use of such funds for purposes that are in line with the city's mission and function.

BACKGROUND:

The Colorado SMART Grant Program provides funds to units of local government for the purpose of improving law enforcement recruitment and training. The program is designed to help local communities address problems specific to their area.

The funds will be utilized in the following manner according to the requirements of the grant.

\$426,240 - 4 Intern Positions at \$106,560 per position

\$231, 000: POST training

POST certification at Pueblo Community College for 21 students for two years at \$11,000 each (tuition and fees)

\$21,600 - For entirety of Supplies and Operating Expenses

Postage: \$1800

Recruitment flyers, Invitations and Personalized materials

Display items: \$3,200

Professional backdrop and table cover

Marketing items: \$2,400

Social media boosts, targeted advertising for two years

Flash drives: \$2,200

400 USB drives at \$8 each for two years

Copying/printing: \$12,000

Full color collateral, letters, posters, etc. for two years

\$68,916.00 - For entirety of Travel

Ground: \$3,000

Car rental, Lyft/Uber, parking, tips, etc. for two years

Meals (OOS): \$9,600

Meals during out of state travel for two persons. 80 away days at \$120/day. over two years

Meals (IS): \$3,600

Meals during in-state travel for two people. 60 travel days at \$30 per day each over two years

Lodging (OOS): \$14,000

One room per night for 80 away nights at \$175 each over two years

Lodging (IS): \$6,000

Two rooms per night for 20 nights at \$150 each over two years

Airfare: \$28,000

One RT ticket at \$700 for 40 trips over two years

Mileage (IS): \$4,716

7,200 miles at IRS rate \$0.655/miles

\$17,350.00 - For Video Production

A local production company will be used to film a new video that highlights the benefits of Pueblo's police force, the community and its housing and schools, its nearby recreation options, and departmental opportunities for growth. Price includes taping, editing, and final product hosted on vendors YouTube Channel and other media that the City can use independently.

\$26,705 - Administrative/Indirect at 5%

De-minimus indirect rate, in the absence of a negotiated indirect cost rate, of 5% to offset accounting, legal, development, etc. - Scholarships cannot be included in in cost formula for indirect.

Total Funded: \$791,811.00

FINANCIAL IMPLICATIONS:

This grant funding represents \$791,811.00 to the City of Pueblo with no required match. The City is responsible for administering the drawdown of the grant. These funds will assist in filling public safety vacancies that exist within the Pueblo Police Department.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

The Pueblo Police Department will reach out to local stakeholders to fill four FTE intern slots. They will also reach out to local video production entities that can assist in producing recruitment videos.

ALTERNATIVES:

City Council can choose not to accept this grant.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2023-LE-24-12_-City_of_Pueblo_Grant Agreement
2. 2023-LE-24-12_Exhibit E_Pueblo

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DIVISION OF CRIMINAL JUSTICE 2023 SMART GRANT (STATE'S MISSION FOR ASSISTANCE IN RECRUITING AND TRAINING GRANT PROGRAM) IS A FUNDING OPPORTUNITY OFFERED THROUGH THE OFFICE OF ADULT AND JUVENILE ASSISTANCE (OAJJA) FOR FISCAL YEARS 2024 AND 2025, AWARD NO. 2023-LE-24-12, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2316, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$791,811.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS AND RATIFYING HER SIGNATURE THERETO

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the federal government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Colorado Division of Criminal Justice has tendered a SMART Grant for Workforce, Recruitment, and Training, Award No. 2023-LE-24-12 (the "Award") in the amount of \$791,811.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Awarding of Grant No. 2023-LE-24-12 to the City of Pueblo, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PS2316 is hereby established, and the amount of \$791,811.00 is budgeted and appropriated therefore.

SECTION 4.

The Grant Award Funds shall be deposited in an interest-bearing trust fund account that is specifically designated for the SMART grant. The funds in the account, including interest thereon, shall only be expended and used for the Program, and shall be so obligated and expended by December 31, 2025, provided, however, that none of the funds shall be spent or obligated until all applicable conditions precedent for expenditure of Grant Funds have been satisfied, as set forth in the Grant's Special Conditions.

SECTION 5.

The State's Mission for Assistance in Recruiting and Training (SMART) Grant Program is a funding opportunity offered through the Office of Adult and Juvenile Assistance (OAJJA) for fiscal years 2024 and 2025.

SECTION 6.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached award to effectuate the policies and procedures described herein.

SECTION 7.

The Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

Grantee: City of Pueblo
 Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number 2023-LE-24-12
Grantee City of Pueblo	Federal Unique Entity Identifier (UEI) NJK3BNUDRHJ7
Grant Issuance Date (Start Date) The later of January 1, 2024, or the date the State Controller or an authorized delegate signs this Grant Letter	Grant Expiration Date (End Date) December 31, 2025
Grant Amount Total for all State Fiscal Years: \$791,811	Grant Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. C.R.S. 24-33.5-528. Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program.
Grant Description Pueblo's crime rate – 49 per one thousand residents – is one of the highest in the nation. At the same time, its police department has 47 vacancies of its authorized strength of 231. 40+ positions have been vacant for 16+ months. The positions are budgeted, but expenses to fill them are inadequate. Attracting and retaining the best law enforcement candidates who represent a diversity of backgrounds, knowledge, and experiences is essential to having a strong workforce. However, for reasons that span social, economic and political factors, PPD's current strategy is inadequate. PPD seeks funding to employ innovative ways to fill vacant PPD positions. Emphasis will be placed on recruiting officers that bring PPD to parity with the city's demographics.	
Grant Purpose The Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program is designed to assist Law Enforcement Agencies in addressing workforce shortages, improve the training given to POST certified Peace Officers; and improve relationships between Law Enforcement and impacted communities. These funds were distributed via a competitive grant process.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A1, Sample Option Letter. 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements. 4. Exhibit C, Special Conditions. 5. Exhibit D, Statement of Work. 6. Exhibit E, Budget. In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Special Conditions. 2. The provisions of the other sections of the main body of this Agreement. 3. Exhibit B, Grant Requirements. 4. Exhibit D, Statement of Work. 5. Exhibit E, Budget.	

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO
Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

DocuSigned by:

Matthew M. Lunn, PhD

8C8341EFA6124C4

By: Division of Criminal Justice
Matthew M. Lunn, Ph.D., Director

12/22/2023 | 2:17:42 PM PST
Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

Lyndsay J. Clelland

263D680603F0405

By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

Effective Date: 12/22/2023 | 5:20:41 PM MST

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

TABLE OF CONTENTS

1.	GRANT.....	3
2.	TERM	3
3.	DEFINITIONS	4
4.	STATEMENT OF WORK	6
5.	PAYMENTS TO GRANTEE.....	6
6.	REPORTING - NOTIFICATION	6
7.	GRANTEE RECORDS	7
8.	CONFIDENTIAL INFORMATION-STATE RECORDS.....	7
9.	CONFLICTS OF INTEREST.....	9
10.	INSURANCE	9
11.	REMEDIES	9
12.	DISPUTE RESOLUTION.....	9
13.	NOTICES AND REPRESENTATIVES	9
14.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	9
15.	GOVERNMENTAL IMMUNITY	10
16.	GENERAL PROVISIONS	10
	EXHIBIT A1, SAMPLE OPTION LETTER	1
	EXHIBIT A2, GRANT FUNDING CHANGE LETTER	1
	EXHIBIT B, GRANT REQUIREMENTS	1
	EXHIBIT C, SPECIAL CONDITIONS	1
	EXHIBIT D, STATEMENT OF WORK	1
	EXHIBIT E, BUDGET.....	1

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or

Grantee: City of Pueblo
 Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Budget”** means the budget for the Work described in **Exhibit E, Budget**.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.

Grantee: City of Pueblo
 Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

- O. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- Q. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. “**Services**” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- X. “**Subgrantee**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

benefit from the work. There may be multiple tiers of subgrantees that do not include procurement transactions.

- Y. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit E, Budget**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee’s final reimbursement request or invoice. The State will withhold allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.C**, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees or Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantee or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State’s sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

Grantee: City of Pueblo
 Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- i. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- ii. Grantee may terminate the grant if the Grantee cannot adhere to the approved **Exhibit D, Statement of Work** and **Exhibit E, Budget** as updated from time to time.
- iii. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** or **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised,

Grantee: City of Pueblo
 Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.

- iv. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
- v. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

Grantee: City of Pueblo
 Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00	Agreement Performance Beginning Date Month Day, Year
Total for All State Fiscal Years \$0.00	Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- F. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
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Grantee: City of Pueblo
 Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	Grant Funding Change Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Grant Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Grant Funding Change Letter Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with §**Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: _____ Date: _____
In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Grant Funding Change Letter Effective Date: _____

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier. Failure to do

B. REPORT/AUDIT TYPE:

I. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. [NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"] If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

- 1.** Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
- 2.** Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I.** does not meet the applicable federal audit or DCJ standards;
- II.** is not submitted in a timely manner; or,
- III.** does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

5. AWARD CHANGE REQUESTS

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

Grantee: City of Pueblo
 Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the State concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents are incorporated herein.

Intent: The Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program, referred to in this section as the “program” to:

- a. assist law enforcement agencies in addressing workforce shortages;
- b. improve the training given to P.O.S.T certified peace officers; and
- c. improve relationships between law enforcement and impacted communities.

1) Grants may be awarded to:

- a) Recruit, pay the tuition for, and train individuals to work in P.O.S.T certified law enforcement careers.
- b) Provide, or assist in the provision of child care for peace officers.
- c) Provide, or assist in the provision of cardiovascular and other health screenings.
- d) Increase the number of persons receiving training as P.O.S.T. certified and non-certified law enforcement personnel and improve the training provided to such persons.
- e) Improve the training provided by entities approved for providing training by the peace officer standards and training board, referred to in this section as “approved P.O.S.T. Board trainers”; by enhancing their curriculum to expand mental health, implicit bias, cultural competency, critical incident, de-escalation, and trauma recovery training and increasing the availability of workforce mobility.
- f) Provide continuing education opportunities for P.O.S.T. certified and Non-certified law peace officers.
- g) Increase activities intended to foster a more positive relationship Between law enforcement and impacted communities.
- h) Provide opportunities for P.O.S.T certified and non-certified law enforcement professionals to receive training in equity, diversity and inclusion.
- i) Create partnerships with schools, school districts, colleges, or universities to develop and implement internships or for students interested in a career in law enforcement.
- j) Create partnerships with schools, school districts, or youth-service organizations to develop and implement youth programs to foster a positive relationship between youth and law enforcement, and to foster early interest in law enforcement careers.
- k) Develop and implement education campaigns for law enforcement workforce recruitment, retention and tuition assistance; and
- l) Any other strategies demonstrated to recruit and train a high-quality and diverse law enforcement workforce if deemed appropriate by the Division.

2) A law enforcement agency shall use the grant money to supplement the costs of recruitment and training. A local government or law enforcement agency may not use the grant money to supplant these costs.

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

- a) A law enforcement agency may not use the grant award to cover the costs of eligible law enforcement officer salaries and benefits if the eligible law enforcement officers would have been hired by the law enforcement agency even if the Division had not awarded the law enforcement agency the grant.
- 3) Law enforcement agencies that are awarded grants under the grant program may be subject to an audit by the state auditor to ensure that the grant money is used for the purposes articulated in this section.
- 4) Agencies who are awarded a grant under the Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program are required to submit quarterly reports outlining expenditures of grant funds and to report on the status of Goals and Outcomes set forth by the grantee in the grant application. Funds shall be withheld if quarterly reports are not submitted in a timely and complete manner.

Additional Program Specific Conditions applicable to this Agreement.

1. Grantee and all Subgrantees or Subgrants shall comply with Colorado law including, SB20-200 (CO Secure Savings Program). <https://treasury.colorado.gov/colorado-secure-savings-program>

Grantee: City of Pueblo

Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

EXHIBIT E, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

EXHIBIT D, STATEMENT OF WORK

Project Summary

Pueblo's crime rate – 49 per one thousand residents – is one of the highest in the nation. At the same time, its police department has 47 vacancies of its authorized strength of 231. 40+ positions have been vacant for 16+ months. The positions are budgeted, but expenses to fill them are inadequate.

Attracting and retaining the best law enforcement candidates who represent a diversity of backgrounds, knowledge, and experiences is essential to having a strong workforce. However, for reasons that span social, economic and political factors, PPD's current strategy is inadequate. PPD seeks funding to employ innovative ways to fill vacant PPD positions. Emphasis will be placed on recruiting officers that bring PPD to parity with the city's demographics.

Project Description

The US Census 2020 reported the local Hispanic/Latinx residency in Pueblo to be 52.2%, the highest in all census places in CO with a population over 100,000. It is largely this same population that makes up much of people living in poverty - an alarming 24.4%. Of the 54 census tracts in Pueblo County, 28 are Areas of Persistent Poverty. The City has eight designated Opportunity Zones and meets the definition of a Historically Disadvantaged Community.

Pueblo's crime rate – 49 per 1,000 residents – is one of the highest in the nation. Violent crime (6.49 per 1,000) is 70% higher than the Colorado rate and 62% higher than the national median. Pueblo is the only Colorado metropolitan area - and one of only 10 in the Western US – to rank among the 50 most dangerous cities in the US. Aggravated assaults have steadily increased over the past few years from 564 in 2019 to 761 in 2021. Pueblo's Part I crime rate increased by 22% last year and homicide increased 107%.

As PPD faces increasing challenges such as staffing shortages, aging technologies, and growth in crime the department is ready to revise traditional practices for today's needs.

PPD has identified the need for a more multicultural force; a need for more recruiting materials more relevant for today, especially collateral that uses digital media; a need for real-world, compelling stories that will find people who have the skills and abilities necessary to be effective in this (poor) community.

- A local production company will be used to film a new video that highlights the benefits of Pueblo's police force, the community and its housing and schools, its nearby recreation options, and departmental opportunities for growth. The video will be placed on USB flash drives that a recruiters can give away at recruiting events. It will also be hosted on the city's YouTube Channel.
- PPD will expand the net of where it recruits from. Many people are highly interested in living in Colorado, but PPD's common recruiting locales are in or nearby Colorado. Funding will increase travel (air, ground, lodging and meals) for a recruiter to travel to places further than our own backyard.

Grantee: City of Pueblo

Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

- New internships will provide prospects with opportunities to preview the job through ridealongs, mentoring, and job shadowing. A realistic understanding of the day-to-day work of policing has been shown to reduce attrition from the job. Mentoring will be a component for candidates of color, whose families are more likely to disapprove of law enforcement as a career choice than white recruits, recasting the recruiter in a “football coach” model: meeting with the family, exercising with the candidate, building rapport, and opening lines of communication.

Goals & Outcomes

GOAL 1

Goal 1: PPD will be at full force

Outcome 1.1

Outcome: Vacant and new positions will be filled; decreased vacancy rate

Measurement: Staff census/FTEs

Timeframe: 1/1/24 to 12/31/2025
long term, past grant performance period

Outcome 1.2

Outcome: Officers will be retained

Measurement: decreased vacancy rate, increased veteran officers; decreased vacancy rate, increased veteran officers

Timeframe: 1/1/24 to 12/31/2025
long term, past grant performance period

GOAL 2

Goal 2: Improved community relations & collaboration

Outcome 2.1

Outcome: diversity is increased

Measurement: HR data

Timeframe: 1/1/24 to 12/31/2025
18 months after project start, on-going

Outcome 2.2

Outcome: Collaborations with the community are improved resulting in increased information from the community (e.g., tip lines, field interviews, etc.)

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

Measurement: number of tips reported, interviews made, etc.

Timeframe: 1/1/24 to 12/31/2025
Six months after deployment and continually thereafter

GOAL 3

Goal 3: All PPD staff will be trained for their position

Outcome 3.1

Outcome: new recruits are POST certified through Pueblo Community College

Measurement: student count, completion of certification

Timeframe: end of each training cycle

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

Exhibit E – Budget

	Grant Funds	Cash Match	Match Total	Project Total
Personnel	\$426,240	\$0	\$0	\$426,240
Supplies & Operating	\$252,600	\$0	\$0	\$252,600
Travel	\$68,916	\$0	\$0	\$68,916
Equipment	\$0	\$0	\$0	\$0
Consultants / Contracts	\$17,350	\$0	\$0	\$17,350
Indirect	\$26,705	\$0	\$0	\$26,705
Total	\$791,811	\$0	\$0	\$791,811

Personnel: Budget & Budget Narrative Details

Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
Intern (1.0 FTE)	\$94,838	\$94,838	100%	\$11,722	\$11,722	100%	\$106,560	\$106,560	\$0	\$0	\$0	\$0	\$106,560
Budget Narrative and Justification:	New internships will provide prospects with opportunities to preview the job through ride-alongs, mentoring, and job shadowing. A realistic understanding of the day-to-day work of policing has been shown to reduce attrition from the job. Wages are 47,419 per year, fringe is computed at 11% of gross wages. - 5,861 (rounded) per year. This is 53,280 per year. Multiply this times x years = 106,560. Paid internships are expected to be a conduit to permanent employment after graduation.												
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Personnel Total:	\$379,352	\$379,352	100%	\$46,888	\$46,888	100%	\$426,240	\$426,240	\$0	\$0	\$0	\$0	\$426,240

Non-Personnel: Budget & Budget Narrative Details

Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
Postage	\$1,800	Recruitment flyers, invitations, personalized materials for two years

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

Display items	\$3,200	Professional backdrop and table cover
Marketing items	\$2,400	Social media boosts, targeted advertising for two years
Flash drives	\$2,200	400 USBs at \$8 each for two years
Copying/printing	\$12,000	Full color collateral, letters, posters, etc. for two years
POST training	\$231,000	POST certification at Pueblo Community College for 21 students for two years at \$11,000 each (tuition and fees)
Supplies & Operating Total	\$252,600	
TRAVEL		
Ground	\$3,000	Car rental, Lyft/Uber, parking, tips, etc. for two years
Meals (OOS)	\$9,600	Meals during out of state travel for two persons. 80 away days at \$120/day. over two years
Meals (IS)	\$3,600	Meals during in state travel for two people. 60 travel days at \$30 per day each over two years
Lodging (OOS)	\$14,000	One room per night for 80 away nights at \$175 each over two years
Lodging (IS)	\$6,000	Two rooms per night for 20 nights at \$150 each over two years
Airfare	\$28,000	One RT ticket at \$700 for 40 trips over two years
Mileage (IS)	\$4,716	7,200 miles at IRS rate \$0.655/miles
Travel Total	\$68,916	
EQUIPMENT		
NA	\$0	
Equipment Total	\$0	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)		
Video production	\$17,350	A local production company will be used to film a new video that highlights the benefits of Pueblo's police force, the community and its housing and schools, its nearby recreation options, and departmental opportunities for growth. Price includes taping, editing, and final product hosted on vendors YouTube Channel and other media that the City can use independently.
Consultants/Contracts Total	\$17,350	
INDIRECT		
administrative	\$26,705	De-minimus indirect rate, in the absence of a negotiated indirect cost rate, of 5% to offset accounting, legal, development, etc. - Scholarships cannot be included in cost formula for indirect.
Indirect Total	\$26,705	
Total Non-Personnel	\$365,571	

Certificate Of Completion

Envelope Id: 81B2608522E64805A7B2F96D1AEE004D

Status: Completed

Subject: 2023-LE-24-12 - City of Pueblo - 2024 LE Workforce Grant

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Signatures: 2

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700 Kipling St

Lakewood, CO 80215

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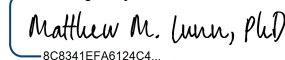
Signer Events

Matthew M. Lunn, PhD

matthew.lunn@state.co.us

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Lyndsay J. Clelland

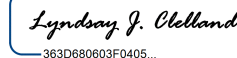
lyndsay.clelland@state.co.us

Contract, Grant and Compliance Coordinator

Division of Criminal Justice

Security Level: Email, Account Authentication
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Kinsey Garrett

kinsey.garrett@state.co.us

Security Level: Email, Account Authentication
(None)**COPIED**

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Joe Garcia jgarcia@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/22/2023 5:20:42 PM
Michael Burtis Michael.Burtis@state.co.us Analyst IV DCJ CDPS Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/22/2023 5:20:43 PM
Lyndsay Clelland lyndsay.clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/22/2023 5:20:43 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/22/2023 5:20:41 PM
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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 CDPS Contracts and Grants:

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: sarah.white@state.co.us

To advise CDPS Contracts and Grants 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 sarah.white@state.co.us 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.

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To request paper copies from CDPS Contracts and Grants

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 sarah.white@state.co.us 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 CDPS Contracts and Grants

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 sarah.white@state.co.us 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..

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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
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- Until or unless you notify CDPS Contracts and Grants 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 CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

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Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
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Grantee: City of Pueblo
Project: PPD recruitment and training

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Indirect Total	\$26,705	
Total Non-Personnel	\$365,571	



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW DIVISION OF COMMUNITY ENGAGEMENT GRANT TO SUPPORT THE FINANCIAL EMPOWERMENT CENTER FOR RESIDENTS OF THE CITY OF PUEBLO, ESTABLISHING PROJECT NUMBER CI2424, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$502,500.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance provides for the acceptance of a \$502,500.00 grant from the Colorado Department of Law, Division of Community Engagement, for support of the Financial Empowerment Center in the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado Department of Law Division of Community Engagement offers local governments and community organizations grant funding and extensive technical assistance to support financial empowerment efforts with a focus on professional coaching and counseling work. The Pueblo Financial Empowerment Center launched in October 2023, and partnered with United Way of Pueblo County as the service provider to offer no-cost, one-on-one, municipally led, and community organization-driven financial coaching to Pueblo residents.

FINANCIAL IMPLICATIONS:

This grant funding represents \$502,500.00 to the City of Pueblo with no required match.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The Council may disapprove the agreement and thereby decline the award and support of the Financial Empowerment Center within the City of Pueblo.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 02.12.24 State of Colorado Intergovernmental Agreement - Signed

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW DIVISION OF COMMUNITY ENGAGEMENT GRANT TO SUPPORT THE FINANCIAL EMPOWERMENT CENTER FOR RESIDENTS OF THE CITY OF PUEBLO, ESTABLISHING PROJECT NUMBER CI2424, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$502,500.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, to accept grants for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Colorado Department of Law, Division of Community Engagement, has tendered an award to the City of Pueblo for the support of the Financial Empowerment Center within the City of Pueblo, in the amount of \$502,500.00; and

WHEREAS, acceptance of the award for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City;

WHEREAS,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Council approves the acceptance of the award of the \$502,500 grant from the Colorado Department of Law, Division of Community Engagement to the City of Pueblo, and the corresponding Intergovernmental Agreement between the State and City of Pueblo, a copy of which is attached hereto, and has been approved as to form by the City Attorney.

SECTION 2.

The Mayor of the City of Pueblo is authorized to execute the Intergovernmental Agreement between the State and City of Pueblo by and on behalf of the City, and the Mayor is further authorized to execute any and all other certifications, assurances, and other documents associated therewith.

SECTION 3.

Project Number CI2424 is hereby established, and the amount of \$502,500 is budgeted and appropriated thereto.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached award to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency Colorado Department of Law	Contract Number CTGG12024-3075
Contractor City of Pueblo	Contract Performance Beginning Date The later of the Effective Date or January 1, 2024
Contract Maximum Amount Initial Term Fiscal Year 2024 (01/01/24) \$502,500.00 through Fiscal Year 2025 (12/31/25) Total for All State Fiscal Years \$502,500.00	Initial Contract Expiration Date December 31, 2025
	Contract Authority § 24-31-108(4)(a), C.R.S.
Contract Purpose The City of Pueblo will implement a Financial Empowerment Center as a free public service for Pueblo residents to address their financial challenges, needs, and plan for their futures.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget. 3. Exhibit C, Sample Option Letter. 4. Exhibit D, Sample Grant Funding Change Letter. 5. Attachment – Work Plan. In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 6. Colorado Special Provisions in §18 of the main body of this Contract. 7. The provisions of the other sections of the main body of this Contract. 8. Exhibit A, Statement of Work. 9. Attachment – Work Plan. 10.Exhibit B, Budget. 11. Exhibit C, Sample Option Letter. 12. Exhibit D, Sample Grant Funding Change Letter.	
Principal Representatives For the State: DCE Grant Administrator Colorado Department of Law 1300 Broadway Street Denver, CO 80203 OCE.GrantMgmt@coag.gov	For Contractor: Nick Gradisar, Mayor City of Pueblo 1 City Hall Place Pueblo, CO 81003-4201 ngradisar@pueblo.us

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

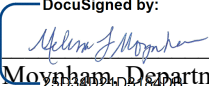
CONTRACTOR City of Pueblo DocuSigned by:  By: Nick Gradisar, City of Pueblo, Mayor Date: 12/27/2023	STATE OF COLORADO Jared S. Polis, Governor Department of Law Philip J. Weiser, Attorney General DocuSigned by:  By: Peggy Valdez, Department of Law, Chief Administrative Officer Date: 12/28/2023
In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  By: Melissa Moynihan, Department of Law, State Controller Delegate Effective Date: 12/28/2023	

TABLE OF CONTENTS

COVER PAGE1

SIGNATURE PAGE2

1. PARTIES3

2. TERM AND EFFECTIVE DATE3

3. DEFINITIONS5

4. STATEMENT OF WORK7

5. PAYMENTS TO CONTRACTOR7

6. REPORTING - NOTIFICATION8

7. CONTRACTOR RECORDS9

8. CONFIDENTIAL INFORMATION-STATE RECORDS10

9. CONFLICTS OF INTEREST11

10. INSURANCE12

11. BREACH OF CONTRACT14

12. REMEDIES14

13. DISPUTE RESOLUTION16

14. NOTICES AND REPRESENTATIVES17

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION17

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM18

17. GENERAL PROVISIONS18

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)22

1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less

at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **Budget** means the budget for the Work described in Exhibit B.
- C. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- D. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. **“End of Term Extension”** means the time period defined in §2.D.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. **“Extension Term”** means the time period defined in §2.C.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv)

changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent."

- N. **"Initial Term"** means the time period defined in §2.B.
- O. **"Party"** means the State or Contractor, and **"Parties"** means both the State and Contractor.
- P. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Q. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.
- R. **"Services"** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- S. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **"Subcontractor"** means third-parties, if any, engaged by Contractor to aid in performance of the Work. "Subcontractor" also includes sub-grantees of contract funds.
- X. **"Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days after the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts,

and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. **Payment Disputes**

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. **Available Funds-Contingency-Termination**

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. **Quarterly Reports.**

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than fifteen (15) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. **Performance and Final Status**

Contractor shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the

final Extension Term exercised by the State, containing an evaluation and review of Contractor's performance and the final status of Contractor's obligations hereunder.

C. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

D. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§14** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential

Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this

Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days

prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in

accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of

Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now

known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§16** shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§17.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the

Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

T. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S.; then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees.

Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

EXHIBIT A, STATEMENT OF WORK

1. PROJECT OVERVIEW AND OBJECTIVES

SB21-148, which created an Office of Financial Empowerment (OFE) in the Colorado Department of Law provides that the Office shall: “grow the financial resilience and well-being of Coloradans through community derived goals and strategies, including but not limited to ... [e]xpanding access to free individual financial counseling and coaching.” C.R.S. § 24-31-1102(1)(c). Additionally, the statute calls on the Office to prioritize the development of “community-informed strategies that dismantle systemic barriers to building ownership and wealth for all, especially low-income communities and communities of color.” C.R.S. § 24-31-1102(2)(c).

Through a competitive Request for Application that culminated in funding for this statement of work, the Office seeks to expand access to individualized, free financial coaching and counseling services that are publicly available to Coloradans across the state, and responsive to the unique financial challenges faced by underserved communities.

This funding will support the implementation of a Financial Empowerment Center as a free public service for Pueblo residents to address their financial challenges, needs, and plan for their futures.

TERMINOLOGY

In addition to the terms defined in §5 of this Grant Agreement, acronyms and abbreviations are defined at their first occurrence in this Exhibit A, Statement of Work. The following list of terms shall be construed and interpreted as follows:

- A. Closeout - the process to determine if all applicable administrative actions and all required work of the grant have been completed.
- B. Deliverable - any tangible or intangible object produced by Grantee as a result of the work that is intended to be delivered to the State, regardless of whether the object is specifically described or called out as a “Deliverable” or not. For example, quarterly reports or any work product described in quarterly report.
- C. The Colorado Department of Law (“DOL”, “State”, “Department”) - a department of the government of the State of Colorado.
- D. Financial Coaching - Financial coaching services typically involve multiple one-on-one coaching sessions that empower consumers to set and achieve their own financial goals. Financial coaching processes are client/customer-driven, goal oriented, and personalized. They often involve action-planning and skill building activities. Coaches should have substantive knowledge in personal finance content but focus on helping develop clients’ capacity to practice sound financial management by providing support, motivation, encouragement, and accountability. In a financial coaching relationship, coaches may provide financial education and resources, but do not provide financial or legal advice, nor do they act as an agent on behalf of consumers in any scenario.
- E. Financial Counseling - Financial counseling services may involve one-time or multiple one-on-one sessions driven by a professionally trained counselor to help consumers address specific financial matters, such as managing credit or purchasing a home. Financial counseling is often short-term and focuses on immediate individual needs. Additionally,

financial counselors may make referrals and, in some scenarios, may take an advocacy or mediation role on behalf of a consumer.

- F. Final Report - report submitted at during the Closeout period that summarizes the activities carried out, key outcomes accomplished and expenses of the Grant.
- G. Grantee - An individual or organization that has been awarded a grant.
- H. Key Personnel - The position or positions that are specifically designated as such in this Grant Agreement.
- I. Other Personnel - Individuals and Sub-Grantees, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- J. DOL Program Manager – The State Grant Manager or project lead working with Grantee.
- K. Quarter(s) - Four distinct three-month time periods over the duration of fiscal year(s) in the grant agreement. The State of Colorado's quarters are as follows: January-March, April-June, July-September, and October-December.

2. GRANTEE'S GENERAL REQUIREMENTS

- A. Grantee shall work cooperatively with State staff and, if applicable, the staff of other State Grantees to ensure the completion of the Work. The State may, in its sole discretion, use other Grantees to perform activities related to the Work that are not contained in the Grant or to perform any of the State's responsibilities. In the event of a conflict between Grantee and any other State Grantee, the State will resolve the conflict and Grantee shall abide by the resolution provided by the State.

B. Deliverables

No Deliverable, report, data, procedure or system created by Grantee for the State that is necessary to fulfilling Grantee's responsibilities under the Grant, as determined by the State, shall be considered proprietary.

C. Communication Requirements

Communication with the State: All communication, forms, and supporting documentation shall be sent via email to the DOL Program Manager:

- Office of Financial Empowerment, Colorado Department of Law
OFE@coag.gov
(720) 508-6238
- Division of Community Engagement, Colorado Department of Law
OCE.GrantMgmt@coag.gov
720-508-6801

Any change to the Budget or Work Plan must be communicated and approved by the DOL Program Manager prior to reimbursement for any expenses related to a proposed change.

Communication with the Public: Grantee shall not engage in any non-routine communication with the media or the public related to the Work without the prior written consent of the State.

D. Modifications

Any modification to the Budget or Work Plan must be communicated and approved by the DOL Program Manager prior to reimbursement for any expenses related to a proposed change. Any change must be in accordance with guidelines established by DOL.

E. Personnel Requirements

Grantee shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Grant.

Any change to Key Personnel or Other Personnel must be communicated to DOL within 10 days via email.

If any of Grantee's Key Personnel or Other Personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then Grantee shall submit copies of such current licenses and certifications to the State.

Grantee shall designate people to hold the following Key Personnel positions:

Project Director: The Project Director shall be responsible for all of the following:

- Serving as Grantee's primary point of contact for the State.
- Ensuring the completion of all Work in accordance with the Grant's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work.
- Communicating with DOL Program Manager regarding any potential modification requests following DOL guidelines.

Fiscal Contact: The Fiscal Contact shall be responsible for all of the following:

- Ensuring accurate financial reports and reimbursement requests are submitted and maintaining complete documentation for all project-related expenses.
- Maintaining complete documentation for all project-related expenses.

Principal Representative:

- Entering into this Agreement on behalf of the organization and ensuring compliance with all of the provisions within the Agreement.

Other Personnel Responsibilities: Grantee shall follow the Personnel section of the Budget. Other Personnel shall carry out project related activities as described in the project description, budget narrative and work plan. Reimbursement for Personnel time should be in alignment with the percentage of time spent on the project as indicated in the budget and supported by timesheets

3. PROJECT SPECIFIC STATEMENT OF WORK

Grantee shall timely perform and deliver all project milestones, deliverables, and necessary components as outlined in Attachment - Work Plan.

Grantee shall utilize the awarded funds to support the specific circumstances identified in Attachment - Work Plan, no later than two years after the Effective Date and shall provide proof of expenditure at the request of the DOL.

The DOL Program Manager, or representative, will inspect the final project for completeness.

4. GRANTEE COMMUNITY OF PRACTICE AND TRAINING PARTICIPATION

Throughout the course of the Grant Term, the OFE will facilitate a community of practice for recipients of this funding opportunity to involve training, professional development, and networking opportunities designed to support grantees in executing projects with excellence. Training and professional development events will be facilitated by OFE staff and contracted vendors covering topics related to substantive content and skill-building in financial coaching and counseling disciplines.

Grantee is expected to designate relevant personnel to attend and fully engage in all events specified by the DOL Program Manager, at no additional cost to the State. Grantee will work with the DOL Program Manager to determine which personnel should participate in the events depending on Grantee's project needs.

Community of Practice and Training Events are expected to include:

- Virtual sessions to occur once per quarter.
- One multi-day training event to occur once each year of the grant program.

The structure of the community of practice will evolve based on the needs of the cohort of grantees. As such the exact details related to content, format, and schedule are subject to change.

5. REPORTING REQUIREMENTS

Grantee shall provide the DOL progress reports on a quarterly basis within 15 days of the end of the Quarter. These reports shall include a summary of progress on the goals, objectives and deliverables stated in the Work Plan. If DOL will provide a reporting template for Grantee to complete.

During the Close Out Period, Grantee shall deliver to DOL a Final Report, sent via email to the DOL Program Manager, no later than the Project Completion Date. The Final Report shall include:

- Summary of activities completed in furtherance of the Grant,
- Summary of key outcomes of the Grant (both anticipated and unanticipated outcomes)
- Summary of all expenses,
- Other outcomes indicated in the grant application or Work Plan.

If any due date for a report, invoice or Deliverable falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the State.

6. CLOSEOUT PERIODS

During the Closeout Period, Grantee shall complete all of the following:

Deliver a Final Report and send it via email to the DOL Program Manager no later than the Project Completion Date.

Notify any Sub-Grantees of the termination of the Grant, as directed by the State.

The Closeout Period may extend past the termination of the Grant. The State will perform a closeout review to ensure that Grantee has completed all requirements of the Closeout Period. If Grantee has not completed all of the requirements of the Closeout Period by the date of the termination of the Grant, then any incomplete requirements, i.e. delivery of the Final Report, shall survive termination of the Grant.

7. REIMBURSEMENT AND INVOICING

Detailed Invoicing and Payment Procedures

Grantee shall invoice the State on a quarterly basis, by the 15th Business Day of the month following the end of the quarter for which the invoice covers. Grantee shall not invoice the State for a month prior to the last day of the month in the quarter.

The invoice shall contain all of the following for the month for which the invoice covers:

1. Invoice Number.
2. Invoice Date.
3. A breakdown of expenses by budget category.
4. The total net amount owed to Grantee Agency for the period covered by the invoice.

If the DOL provides an invoice template, the grantee shall use the template when submitting quarterly invoices.

Grantee must maintain supporting documentation equal to 100% of the total net amount owed to Grantee for the quarters invoiced, including copies of any Subcontractor invoices. Grantee shall provide this supporting documentation to the DOL Program Manager if requested.

Closeout Payments

Notwithstanding anything to the contrary in this Grant, all payments for the final quarter of this Grant shall be paid to Grantee no sooner than 10 days after the State has determined that Grantee has completed all of the requirements of the Closeout Period.



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Exhibit B - Budget

Section I: Fill in the following information for your project.			
Project Name	Building Puebloan's Financial Stability as a Free Public Service	Funding Amount	\$502,500
Organization Name	City of Pueblo	Project Start Date	1/1/2024
Organization Type	Municipal Government	Project End Date	12/31/2025
Organization Contact Name & Title	Luann Martinez, Grant and Development Administrator	Organization Contact Phone & Email	719-568-7726 lmartinez@pueblo.us
Fiscal Contact Name & Title	Kayleigh McKenzie, Grant Compliance Manager	Fiscal Contact Phone and Email	719-553-2667 kmckenzie@pueblo.us

Section II: This section will auto-fill once you complete the Year 1 and Year 2 tabs. Review for accuracy.			
GRANT BUDGET SUMMARY			
	Year 1	Year 2	TOTAL
Personnel Services	\$55,680.00	\$57,350.00	\$113,030.00
Materials/Supplies and Operating	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Contract/Subgrant Expenses	\$130,713.00	\$247,454.00	\$378,167.00
Indirect Costs	\$5,568.00	\$5,735.00	\$11,303.00
TOTAL	\$191,961.00	\$310,539.00	\$502,500.00



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Year 1 Budget

Organization Name	City of Pueblo
Budget Period (ex. January 2023-June 30, 2023 = 6 months)	January 1, 2024 - December 31, 2024

Expenditure Categories						
Personnel Services - Salaried Employees						
List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.). Fringe must be allocated proportionally to the percent of time on project. Indicate other funding sources for existing positions. Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if a position is expected to be filled for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling \$60,000 would show as \$40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.						
Position Title	Description of Work and Justification	Gross or Annual Salary (x [12 Months in FY])	Fringe	% of Time on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
Local Government Program Manager ("FEC Coordinator")	Ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.	\$58,000.00	\$16,240.00	75%	City of Pueblo	\$55,680.00
Personnel Services - Hourly Employees						
List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).						
Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # Hours on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
Total Personnel Services (including fringe benefits)						\$55,680.00

Materials/Supplies & Operating Expenses					
Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as a direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
Total Supplies & Operating Expenses					\$0.00

Travel					
Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
					\$0.00
					\$0.00

Total Travel		\$0.00
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Equipment					
Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
					\$0.00
					\$0.00
Total Equipment					\$0.00

Contracts & Subgrants					
Include all subcontracts or subgrants planned to complete the proposed work. This includes, but not limited to, consulting and personnel services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subgrantee or subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.					
Subgrantee/Subcontractor or description of Subcontracted Service	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
United Way of Pueblo County	UWPC serves as the Financial Counseling Provider in the Financial Empowerment Center model. The City of Pueblo will act as the fiscal agent and pass funds to UWPC to underwrite all programming costs including staffing and the cost of operations, with the exception of the Local Government Manager salary and fringe that will be retained by the City of Pueblo. SEE Year 1: UWPC Budget for itemization of this line item	\$130,713.00	1		\$130,713.00
					\$0.00
Total Contracts & Subgrants					\$130,713.00
SUB-TOTAL BEFORE INDIRECT					\$186,393.00

Indirect		
Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary.		
Item	Description and Justification	Proposed Indirect Cost Rate
Proposed indirect cost percentage (may not exceed 10% of Total Direct Cost unless you have a Federally Negotiated Rate)	<i>de minimus</i> in lieu of negotiated indirect cost rate to offset cost of legal counsel, accounting/finance, supervision of staff, IT support, etc.	10%
Total Indirect		\$5,568.00
TOTAL		\$191,961.00



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Year 1: UWPC Budget

Organization Name	United Way of Pueblo County
Budget Period (ex. January 2023-June 30, 2023 = 6 months)	January 1, 2024 - December 31, 2024

Expenditure Categories						
Personnel Services - Salaried Employees						
List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.). Fringe must be allocated proportionally to the percent of time on project. Indicate other funding sources for existing positions. Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if a position is expected to be filled for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling \$60,000 would show as \$40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.						
Position Title	Description of Work and Justification	Gross or Annual Salary (x [12 Months in FY])	Fringe	% of Time on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
FEC Program Manager	Recruits, hires and supervise the FEC coaches; responsible for all data collection and regular reporting to stakeholders; establish and maintain relationships with other community partners hosting coaches, referral partners, and other outreach and community efforts. Also provides direct delivery of financial counseling.	\$58,000.00	\$16,240.00	50%	CFE Fund, Other Grant Sources	\$37,120.00
Personnel Services - Hourly Employees						
List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).						
Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # Hours on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
FEC Coach	Provides direct service to coach client to manage their finances, pay down debt, increase savings, establish and build credit and access safe and affordable mainstream banking products.	\$24.00	\$6.72	1040	CFE Fund, Other Grant Sources	\$31,953.00
FEC Coach	Provides direct service to coach client to manage their finances, pay down debt, increase savings, establish and build credit and access safe and affordable mainstream banking products.	\$24.00	\$6.72	1040	CFE Fund, Other Grant Sources	\$31,953.00
Program Assistant	Provides assistance with daily operations, scheduling, referrals, data entry	\$18.50	\$3.33	520	CFE Fund, Other Grant Sources	\$11,354.00
						\$0.00
						\$0.00
Total Personnel Services (including fringe benefits)						\$112,380.00

Materials/Supplies & Operating Expenses					
Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as a direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
Program Supplies					
incentives	milestone achievement incentive	\$100.00	5	CFE Fund	\$500.00
participant stipends	gift cards	\$25.00	8	CFE Fund	\$200.00
FEC Certification (training)	Financial counselor certification for coaching	\$1,500.00	3		\$4,500.00
Total Supplies & Operating Expenses					\$5,200.00

Travel					
Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
Mileage, Per Diem, Lodging	Travel designated for OFE-sponsored training opportunities				\$1,250.00
					\$0.00
Total Travel					\$1,250.00

Equipment					
Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
					\$0.00
					\$0.00
Total Equipment					\$0.00

Contracts & Subgrants					
Include all subcontracts or subgrants planned to complete the proposed work. This includes, but not limited to, consulting and personnel services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subgrantee or subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.					
Subgrantee/Subcontractor or description of Subcontracted Service	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
United Way of Pueblo County	UWPC serves as the Financial Counseling Provider in the Financial Empowerment Center model. The City of Pueblo will act as the fiscal agent and pass funds to UWPC to underwrite all programming costs including staffing and the cost of operations, with the exception of the Local Government Manager salary and fringe that will be retained by the City of Pueblo.				\$0.00
					\$0.00
Total Contracts & Subgrants					\$0.00
SUB-TOTAL BEFORE INDIRECT					\$118,830.00

Indirect		
Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary.		
Item	Description and Justification	Proposed Indirect Cost Rate
Proposed indirect cost percentage (may not exceed 10% of Total Direct Cost unless you have a Federally Negotiated Rate)	<i>de minimus</i> in lieu of negotiated indirect cost rate to offset cost of legal counsel, accounting/finance, supervision of staff, IT support, etc.	10%
Total Indirect		\$11,883.00
TOTAL		\$130,713.00



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Year 2 Budget

Organization Name	City of Pueblo
Proposed Budget Period (ex. January 2023- June 30, 2023 = 6 months)	January 1, 2025 - December 31, 2025

Expenditure Categories						
Personnel Services - Salaried Employees						
List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.). Fringe must be allocated proportionally to the percent of time on project. Indicate other funding sources for existing positions. Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if a position is expected to be filled for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling \$60,000 would show as \$40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.						
Position Title	Description of Work and Justification	Gross or Annual Salary (x [12 Months in FY])	Fringe	% of Time on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
Local Government Program Manager ("FEC Coordinator")	Ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points. Year 2 staffing includes a 5% COLI.	\$59,740.00	\$16,727.00	75%	City of Pueblo General Budget	\$57,350.00
Personnel Services - Hourly Employees						
List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).						
Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # Hours on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
Total Personnel Services (including fringe benefits)						\$57,350.00

Materials/Supplies & Operating Expenses					
Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as a direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
Total Supplies & Operating Expenses					\$0.00

Travel					
Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
					\$0.00
					\$0.00
					\$0.00

Total Travel		\$0.00
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Equipment					
Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
					\$0.00
					\$0.00
Total Equipment					\$0.00

Contracts & Subgrants					
Include all subcontracts or subgrants planned to complete the proposed work. This includes, but not limited to, consulting and personnel services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subgrantee or subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.					
Subgrantee/Subcontractor or description of Subcontracted Service	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
United Way of Pueblo County	UWPC serves as the Financial Counseling Provider in the Financial Empowerment Center model. The City of Pueblo will act as the fiscal agent and pass funds to UWPC to underwrite all programming costs including staffing and the cost of operations, with the exception of the Local Government Manager salary and fringe that will be retained by the City of Pueblo. SEE Year 2: UWPC Budget for itemization of this line item	\$247,454.00	1		\$247,454.00
					\$0.00
Total Contracts & Subgrants					\$247,454.00
SUB-TOTAL BEFORE INDIRECT					\$304,804.00

Indirect		
Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary.		
Item	Description and Justification	Proposed Indirect Cost Rate
Proposed indirect cost percentage (may not exceed 10% of Total Direct Cost unless you have a Federally Negotiated Rate)	<i>de minimus</i> in lieu of negotiated indirect cost rate to offset cost of legal counsel, accounting/finance, supervision of staff, IT support, and other staff that indirectly contribute to the grant work.	10%
Total Indirect		\$5,735.00
TOTAL		\$310,539.00



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Year 2: UWPC Budget

Organization Name	United Way of Pueblo County
Proposed Budget Period (ex. January 2023-June 30, 2023 = 6 months)	January 1, 2025 - December 31, 2025

Expenditure Categories						
Personnel Services - Salaried Employees						
List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.). Fringe must be allocated proportionally to the percent of time on project. Indicate other funding sources for existing positions. Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if a position is expected to be filled for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling \$60,000 would show as \$40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.						
Position Title	Description of Work and Justification	Gross or Annual Salary (x [12 Months in FY])	Fringe	% of Time on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
FEC Program Manager	Recruits, hires and supervise the FEC coaches; responsible for all data collection and regular reporting to stakeholders; establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. Also provides direct delivery of financial counseling.Year 2 staffing includes a 5% COLI/performance.	\$59,740.00	\$16,727.00	100%	N/A	\$76,467.00
Personnel Services - Hourly Employees						
List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).						
Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # Hours on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
FEC Coach	Provides direct service to coaching client to manage their finances, pay down debt, increase savings, establish and build credit and access safe and affordable mainstream banking products.Year 2 staffing includes a 5% COLI./performance increase	\$26.20	\$7.34	2080	N/A	\$69,758.00
FEC Coach	Provides direct service to coaching client to manage their finances, pay down debt, increase savings, establish and build credit and access safe and affordable mainstream banking products.Year 2 staffing includes a 5% COLI./performance increase	\$26.20	\$7.34	2080	N/A	\$69,758.00
FEC Coach	Provides direct service to coaching client to manage their finances, pay down debt, increase savings, establish and build credit and access safe and affordable mainstream banking products.Year 2 staffing includes a 5% COLI./performance increase	\$26.20	\$3.50	260	CFE Fund	\$7,725.00
Total Personnel Services (including fringe benefits)						\$223,708.00

Materials/Supplies & Operating Expenses
Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as a direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.

Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
Total Supplies & Operating Expenses					\$0.00

Travel					
Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
Mileage, Per Diem, Lodging	Travel designated for OFE-sponsored training opportunities				\$1,250.00
					\$0.00
					\$0.00
					\$0.00
Total Travel					\$1,250.00

Equipment					
Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
None					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Equipment					\$0.00

Contracts & Subgrants					
Include all subcontracts or subgrants planned to complete the proposed work. This includes, but not limited to, consulting and personnel services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subgrantee or subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.					
Subgrantee/Subcontractor or description of Subcontracted Service	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
United Way of Pueblo County	UWPC serves as the Financial Counseling Provider in the Financial Empowerment Center model. The City of Pueblo will act as the fiscal agent and pass funds to UWPC to underwrite all programming costs including staffing and the cost of operations, with the exception of the Local Government Manager salary and fringe that will be retained by the City of Pueblo.				\$0.00
					\$0.00
Total Contracts & Subgrants					\$0.00
SUB-TOTAL BEFORE INDIRECT					\$224,958.00

Indirect		
Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary.		
Item	Description and Justification	Proposed Indirect Cost Rate
Proposed indirect cost percentage (may not exceed 10% of Total Direct Cost unless you have a Federally Negotiated Rate)	<i>de minimus</i> in lieu of negotiated indirect cost rate to offset cost of legal counsel, accounting/finance, supervision of staff, IT support, and other staff that indirectly contribute to the grant work.	10%
Total Indirect		\$22,496.00
TOTAL		\$247,454.00

EXHIBIT C, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: _____
--	---

Exhibit D, Sample GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	Grant Funding Change Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Grant Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Grant Funding Change Letter Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with §**Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

1. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

2. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

3. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____
In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Grant Funding Change Letter Effective Date: _____



COLORADO

Department of Law

Attorney General Phil Weiser

ATTACHMENT - Work Plan

Grantee: City of Pueblo

Goal # 1:		Financial coaching services through the Pueblo Financial Empowerment Center will be widely accessible to all Pueblo residents				
Goal # 2:		Clients will gain knowledge, confidence, aspirations, and skills related to effective financial management and consumer economic practices				
Goal # 1:		Financial coaching services through the Pueblo Financial Empowerment Center will be widely accessible to all Pueblo residents				
Goals #1, Objective # 1 :		FEC services will prioritize equity and inclusion and be widely circulated throughout various marketing channels				
Activities			Responsible	Estimated Timeframe	Desired Outcome	Deliverables
Primary	1	Marketing will be targeted and culturally sensitive	City Public Affairs Director and United Way of Pueblo County Communications Director	Ongoing	at least 245 clients will avail themselves in the first year of implementation	All data will be tracked through the Center for Financial Empowerment (CFE) Fund's data-tracking FECBOT, which tracks over 200 data points. Through FECBOT data, the Pueblo FEC management team will regularly collect data to determine how residents are interacting with marketing materials. This data will show how clients became aware of the Pueblo FEC services (ex. Community organization, word-of-mouth, social media, printed flyers and materials, etc.)
Sub-Activities	1.1	various channels/media are used to advertise FEC services	City Public Affairs Director and United Way of Pueblo County Communications Director	Ongoing	target populations are reached	Pueblo FEC Management team will meet with the Press Communications personnel regularly to look at social media metrics, like engagement rate, likes, shares, click-through rate, and follower demographics. Majority of materials will be print and video collateral.
	1.2	collateral will be created in English and Spanish	City Public Affairs Director and United Way of Pueblo County Communications Director	January - June 2024	materials will be culturally sensitive	Pueblo FEC will work with an in-house translator to ensure all materials are available in English and Spanish. Majority of materials will be print and video collateral.
	1.3	an additional FEC coach who is fluent in Spanish and English will be recruited	Provider Manager	January through March 2024	FEC coaches will be bilingual, if possible	To ensure services are inclusive to all populations, the Pueblo FEC job descriptions will list "bi-lingual preferred". FECBOT data will track the number of bilingual clients served. In addition, translation services will be provided upon request for additional languages.
Goals #1, Objective # 2 :		Engage a wide network of partnerships that support the FEC program and integrate financial coaching into existing social services				
Activities			Responsible	Estimated Timeframe	Desired Outcome	Deliverables
Primary	2	Cultivate relationships with banks, credit unions, NPOs and others that serve low-income and/or vulnerable individuals/families	Program Manager ("FEC Coordinator")	Ongoing	relationship building; co-location sites; and increased cohesion of community programs; volunteers/pro-bono presenters for ongoing FEC counselor training	Pueblo FEC can utilize FECBOT data to track referrals to the FEC program; sponsorships and donations from aligned agencies.
Sub-Activities	2.1	Cultivate relationship with local Bank On administrators and bank representative	Program Manager ("FEC Coordinator")	Ongoing	Building sustainable relationships and highlight availability of safe and affordable banking resources	Pueblo FEC will collaborate with Bank On Pueblo County to host informational sessions, financial skills workshops, and other community events aimed at increasing Pueblo residents' financial literacy. FECBOT data will track referrals to and from Bank On Pueblo County and Bank On certified banks
	2.2	Cultivate relationships with local Volunteer Income Tax Assistance (VITA) Program	Program Manager ("FEC Coordinator")	January 2024	Building sustainable relationships and highlight availability free tax-assistance programs	Pueblo FEC will collaborate with the VITA program to refer low and moderate-income clients access assistance in preparing their tax returns. FECBOT data will track referrals to and from the VITA program.
	2.3	Establish easily accessible co-location sites	Program Manager ("FEC Coordinator"), Provider Manager	January 2024 and ongoing	Select a small group of trusted community organizations to host Pueblo FEC coaches on-site on a regular basis	Pueblo FEC will place Coaches on-site at locations throughout the city to deliver financial coaching services, formalized via MOU. FECBOT data will track client sessions by location. This will also help determine whether additional sites are needed in a particular geographical area.
Goals #1, Objective # 3 :		Professional, volunteer and workforce development training will be conducted				

Activities			Responsible	Estimated Timeframe	Desired Outcome	Deliverables
Primary	3	professionals and others will receive/complete training	Program Manager ("FEC Coordinator")	August 2024 and ongoing	FEC coaches, community partners, and stakeholders will gain knowledge, confidence, and skills related to effective financial management as it pertains to themselves and assisting others; FEC program is delivered with fidelity to a data and outcomes evidenced model	Pueblo FEC management team will conduct trainings on the FEC model, learn how to create defined referral process for clients, and learn about the cultural context of poverty its impact on Pueblo residents.
	3.1	service to boards and coalitions, stakeholders, partner agencies	Program Manager ("FEC Coordinator")	Ongoing	people will increase knowledge about link between individual/family health and financial wellbeing and economic vitality; referral agencies will increase; co-location sites for FEC counselors will increase	Pueblo FEC management team will conduct regular reports to local government leadership. Upon learning about the positive impact of FEC services, stakeholders/decision-makers will adopt new policies that support family health and financial wellbeing
Sub-Activities	3.2	All FEC counselors/coaches will complete certification	Provider Manager	August 2024 through Oct 2024 and as needed	professionals will be fully competent to provide financial counseling/coaching	Coaches will complete a 6-8 week CFE Fund approved training. FEC coaches will become certified financial counselors prior serving clients. Trainings and certifications are tracked by the Pueblo FEC management team.
	3.3	FEC coaches will complete professional development on client-specific issues affecting Pueblo's residents	Provider Manager and FEC Coaches	Ongoing	FEC coaches will be well-versed in a variety of topics to ensure their knowledge is inclusive and equitable to all residents.	FEC Coaches will utilize a Continuing Education Tracker to create quarterly continuing education goals and track hours annually. FEC Coaches will be required to complete 30 hours of continuing education each year. Topics include benefits, insurance, legal services, student aid, taxes. Some client-specific trainings include disabled populations, elderly services, racial equity, and youth populations.
	3.4	FEC coaches will complete community partner training and local training	Program Manager ("FEC Coordinator"), Provider Manager, FEC Coaches	Ongoing	FEC coaches will be well-versed in local topics and programs	FEC Coaches will receive training from community partners and local government personnel about local issues impacting clients (local bank branches, payroll and employee benefits, municipal fines and fees, legal aid resources, workforce development, etc.). Trainings are tracked by the Pueblo FEC management team.
Goal # 2: Clients will gain knowledge, confidence, aspirations, and skills related to effective financial management and consumer economic practices						
Goals #2, Objective # 1 : FEC clients will achieve financial empowerment goals and outcomes						
Activities			Responsible	Estimated Timeframe	Desired Outcome	Deliverables
Primary	1	Clients will make financial management goals such as spending plans, credit management, debt management, savings, investing, insurance, asset protection, retirement planning, purchase of major consumer products/services, and money services	FEC Coaches	Oct 2024 and ongoing	Clients that have adopted one or more effective practices related to financial management will develop and implement plans for financial stability and/or security for their future	FEC clients will achieve an average of 100-150 outcomes per full-time coach in Year 1 and an average of 200-250 outcomes per full-time coach in Year 2. All data will be tracked through the Center for Financial Empowerment (CFE) Fund's data-tracking FECBOT, which tracks over 200 data points. *Outcomes = open a safe and affordable banking account, establish a credit score, increase credit score, decrease debt, reduce delinquent accounts, adopt new savings behaviors, etc.
	1.1	FEC coaches will assess client's current state of financial wellbeing and needs and identify barriers to financial empowerment	FEC Coaches	Oct 2024 and ongoing	Clients will better understand their current situation	Financial coaches conduct a Financial Health Assessment (FHA), and a CFE Financial Capability Scale for every client. Clients responses will be tracked through FECBOT data and will be analyzed regularly by the Pueblo FEC management team. FECBOT data will show whether an clients' FHA/financial well-being has increased after participating in regular FEC sessions.
	1.2	Clients will set SMART goals	FEC Coaches	Oct 2024 and ongoing	clients will adopt effective financial management practices, feel more confident to manage their finances; reduce confusion and stress related to finances; and catalyze asset wealth management	Clients will work with Pueblo FEC coaches to create written personal/family budget; written financial goals. Coaches will enter all session data into FECBOT to track a client's progress in achieving their goals. If necessary, coaches will help clients set new goals, or provide clients with skills to change their financial behaviors.

Sub-Activities	1.3	Clients will develop/implement plans for financial stability and/or securing for their future; clients will manage use of credit, reduced debt, and/or reduced household spending	FEC Coaches	Oct 2024 and ongoing	clients actively user their budget to manage their finances; will make/observe progress toward financial goals; improve financial wellness and achieve financial stability and security;25% of unscored clients working on credit issues will establish a credit score; increased savings of 25% or more; decreased outstanding consumer debt; 35% of multisession clients working on their credit will increase their credit scores, with more than 60% of these clients increasing their score by at least 35 points	FEC coaches will utilize FECBOT data to track a client's progress in meeting their goals and outcomes. If necessary, coaches will help clients set new goals, or provide clients with skills to change their financial behaviors. FECBOT data will show a clients progress throughout each financial coaching session. Pueblo FEC management team will regularly analyze data to ensure clients are on track and meeting their goals and outcomes.
Goals #2, Objective # 2 :		60% of FEC clients will attend more than one financial coaching session				
Activities		Responsible		Estimated Timeframe	Desired Outcome	Deliverables
Primary	2	clients will return for counseling/coaching multiple times	FEC Coaches and FEC Admin Asst.	Oct 2024 and ongoing	clients have multiple sessions to incrementally tackle complex problems	FEC coaches will conduct an average of 480 client sessions per full-time coach in Year 1 and an average of 600-700 sessions per full-time coach in Year 2. All data will be tracked through the Center for Financial Empowerment (CFE) Fund's data-tracking FECBOT, which tracks over 200 data points. FEC coaches will highlight the importance of follow-up sessions with clients. Client data will be tracked through FECBOT to show the number of sessions competed and their changes in behavior since the initial session. FEC coaches will contact clients who have not scheduled a follow-up appointment.
Sub-Activities	2.1	sessions will be scheduled	FEC coaches and FEC Admin Asst.	Oct 2024 and ongoing	clients and counselors will have multiple sessions on their calendar	FEC clients are able to view schedule availability for FEC coaches online. Sessions can be conducted in-person or virtually via Zoom or phone call. Clients will receive an email or text message confirming their appointment, and will receive a reminder the day before their appointment. FECBOT data will track whether an individual has confirmed an appointment, has a pending appointment, or needs to reschedule.
	2.2	clients will receive incentives for participation	FEC Coaches	Dec 2024 and ongoing	clients will be motivated and recognized for achievement	FEC clients are eligible to receive an incentive for their participation in FEC sessions. All participation data and incentives will be tracked by the Pueblo FEC management team, receipts can be provided. Incentives may be provided in the form of gift cards, financial planning items, etc. For example, clients referred by the Municipal Court are eligible to receive community service hours for attending multiple FEC sessions.
	2.3	Share success stories from current FEC clients	City Public Affairs Director and United Way of Pueblo County Communications Director	January/February 2024 and ongoing	Encourage new clients by sharing success stories from current FEC clients	FEC coaches will work closely with clients who have achieved program outcomes and will obtain their permission to share their stores and feedback to highlight the positive impact FEC sessions had on their well-being. The FEC management team will provide 3-5 client stories that share their experience and success at the FEC.
	2.4	clients will receive incentives for achieving benchmarks	FEC Coaches	Feb 2024 and ongoing	clients will be motivated and recognized for achievement	FEC clients are eligible to receive incentives for achieving client outcomes and goals. The FEC management team and FEC coaches will utilize FECBOT data to track which clients have achieved their goals and outcomes. For example, clients can receive an individualized letter of achievement from Mayor, gift cards, financial planning items, etc.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: George Hypolite, City Attorney

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING \$71,500 FROM THE UNAPPROPRIATED FUND BALANCE FROM THE GENERAL FUND AND AUTHORIZING THE EXPENDITURE OF THE SAME TO THE MARIPOSA CENTER FOR SAFETY FOR OPERATIONAL COST THROUGH JUNE 2024

SUMMARY:

The proposed Ordinance will budget and appropriate seventy-one thousand five hundred dollars (\$71,500) of unappropriated fund balance from the General Fund, authorizing the expenditure of the same on operational costs at the Mariposa Center for Safety.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Mariposa Center for Safety delivers intervention and prevention services by providing safe, confidential shelter, case management, domestic violence education, court accompaniment, advocacy, and community referral. The purpose of the Mariposa Center for Safety is to reduce the incidence of domestic violence, sexual assault, and human trafficking and empower women and their families.

The Mariposa Center For Safety has requested the City provide additional funding to allow their operations to continue until the new fiscal cycle for grant funding.

FINANCIAL IMPLICATIONS:

The unappropriated fund balance in the General Fund will be reduced by seventy-one thousand five hundred dollars (\$71,500).

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE BUDGETING AND APPROPRIATING \$71,500 FROM THE UNAPPROPRIATED FUND BALANCE FROM THE GENERAL FUND AND AUTHORIZING THE EXPENDITURE OF THE SAME TO THE MARIPOSA CENTER FOR SAFETY FOR OPERATIONAL COST THROUGH JUNE 2024

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Seventy-one thousand five hundred dollars (\$71,500) of unappropriated fund balance from the General Fund is hereby budgeted and appropriated for the purpose of providing funding to the Mariposa Center for Safety for operational costs.

SECTION 2.

The officers and staff of the City are authorized to perform all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective upon approval of the following actions:

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO REGARDING UNPAID INTERNSHIPS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance would approve an ongoing agreement between the City of Pueblo and Colorado State University, Pueblo, to allow for interns to work in various departments for the City of Pueblo based on their area of study.

PREVIOUS COUNCIL ACTION:

Council has previously approved similar individual agreements for interns from CSU-Pueblo to work and learn within the City.

BACKGROUND:

Internships provide students with invaluable educational experience, and students who participate receive course credit for their hours. Internship opportunities provided by the City allows students to gain experience in the various departments of the City and knowledge regarding the complexity of City operations and the services it provides.

City internships help prepare students to enter the workforce after graduating, as well as potentially increase their interest in long-term employment with the City. This Agreement will remain valid until May 31, 2027, and permits any non-paid internships that the City is willing to accept during that period.

FINANCIAL IMPLICATIONS:

This Agreement approves internships that are non-paid, or that otherwise will not receive any sort of remuneration from the City. Unpaid interns receive school credit

and valuable experience. There are no financial costs to the City for unpaid interns. If a department desires and has available budget to pay an intern, another agreement with CSU-P would be necessary.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could refuse to approve this Agreement. If that occurs, unpaid internships with students from CSU-P will not be permitted.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. municipal unpaid internships 2024 -- final

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO REGARDING UNPAID INTERNSHIPS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Board of Governors of the Colorado State University System, acting by and through Colorado State University – Pueblo, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described therein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

INTERNSHIP SITE AGREEMENT (NON-PAID) BETWEEN
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM,
ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO
AND
PUEBLO, A MUNICIPAL CORPORATION

This Internship Site Agreement (the "Agreement") is made, and entered into between THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY - PUEBLO ("University"), and Pueblo, a municipal corporation ("**City of Pueblo**" or "**Internship Site**" if appropriate), (singularly "party" and together "parties"), entered into on this 2/1/2024

WITNESSETH:

WHEREAS, certain CSU-Pueblo students in the **various** Departments ("Students") at the University are able to obtain Internship Site/research experiences; and

WHEREAS, **Internship Site** desires to participate and cooperate with University to implement said program by accepting and placing Students with **Internship Site** to enable them to obtain Internship Site/research experiences by providing services to **Internship Site**; and

WHEREAS, this Agreement will serve as recognition of the separate and mutual responsibilities of the University and **Internship Site** to each other and to the Students involved;

THEREFORE, in consideration of the mutual goals herein, the parties agree as follows:

I. SCOPE OF THE INTERNSHIP SITE:

- A. **A Scope of Work shall be submitted, if reasonably possible, for each individual internship through the intern's university department.**
- B. The Internship Site hours will be set by the supervisor of **Internship Site** at a later time so that the Students and **Internship Site** may find a mutually convenient time(s).
- C. The student Internship Site between **Internship Site** and University will commence on the 2/1/2024 and end on the 5/31/2027.

II. UNIVERSITY RESPONSIBILITIES:

- A. Assign a faculty member to be the instructional supervisor for Students placed at **Internship Site**.
- B. Observe appropriate channels as designated by **Internship Site** for coordinating internship/research experiences.

- C. Have faculty participate in individual and/or group conferences with appropriate **Internship Site** staff for the purpose of discussing objectives and planning for learning experiences and evaluating Student performance.
- D. Have its representatives; if possible, confer at least annually with **Internship Site** for joint review of the program and progress of Students placed at **Internship Site**.
- E. Provide a faculty member assigned pursuant to this Agreement to make regular site visits one or more times during the period of field placement to review the Student's activities and to consult with a counterpart **Internship Site** staff member concerning the educational experience and progress of Students working at **Internship Site**. **Internship Site** recognizes that on site visits may be impractical, and will work with University to develop mutually satisfactory alternatives if necessary.
- F. Require that all Students provide to **Internship Site** proof of current, valid medical insurance covering them.
- G. Require: (1) each Student to be, and verify that all Students are, insured under a liability insurance policy covering the risks arising from or in connection with the services to be provided under this Agreement; and (2) that each Student supply to **Internship Site** proof of such liability insurance prior to beginning his or her internship. Students will not be permitted to work at **Internship Site** pursuant to this Agreement if they do not present proof of liability insurance as required by this Section.
- H. Ensure that all Students complete the criminal background check form attached hereto as Exhibit A. This must be done in a timely fashion so that the background check can be completed prior to the Student beginning to work at **Internship Site**. **Internship Site** retains the right to reject any Student based on the results of the background check. If the Student does not pass the background check he or she will be informed of the reasons. The University will not be given any information relating to the failure other than the fact that the Student did not pass.
- I. University shall ensure that Student meets all necessary requirements to perform as an intern at **Internship Site** as contemplated by this Agreement, including if applicable, work authorizations. University shall apprise Student of (i) Student's obligation to comply with the City Charter, ordinances and applicable rules and regulations; and (ii) Student's obligation to faithfully perform assigned tasks.
- J. Workers' Compensation insurance coverage for Students participating under this Agreement shall to the extent required by law be provided by University; it being the express understanding and agreement of the parties that Student will not receive any remuneration from **Internship Site**.

III. **Internship Site RESPONSIBILITIES:**

- A. Make its resources and facilities available for internship/research experiences for Students.
- B. Cooperate with the University faculty in planning for the educational program and for evaluating the experiences and Student performance.
- C. Internship Site shall have sole authority and control over all aspects of organizations services including those activities wherein Students may be exposed to or interrelate with Internship Sites organization.
- D. Designate a qualified staff member who will be responsible for the daily supervision and performance of Students and will participate with the University's faculty member in evaluating Students under their supervision.
- E. Comply with the Fair Labor Standards Act (FLSA) before classifying an intern as an unpaid "trainee." For purposes of this Agreement and the foregoing provision, it is acknowledged and agreed that Student shall not be paid wages or other form of remunerations from Internship Site and that Internship Site is a government entity.
- F. In accordance with the Family Education Rights and Privacy Act (FERPA), Internship Site shall keep and maintain the confidentiality of education records which may be disclosed to Internship Site by University with respect to any Student.

IV. **Internship Site AND UNIVERSITY FURTHER AGREE:**

- A. The assignment of Students, faculty and **Internship Site** personnel will be made without regard to the age, citizenship, creed, color, disability, gender, gender expression, gender identity, genetic information, national origin or ancestry, pregnancy, race, religion, sex, sexual orientation or veteran status of the persons involved.
- B. **Internship Site** may in its sole and absolute discretion dismiss any Student from participation in the program contemplated by this Agreement.
- C. University may withdraw any Student whose progress, conduct, or performance in practice does not meet standards for continuation in the program, or when **Internship Site** does not provide agreed upon educational experiences for the Student.
- D. This Agreement may be terminated without penalty upon the giving of thirty days' written notice by either party to the other party. Students already enrolled and participating in good standing in the program shall have an opportunity to complete the program at **Internship Site** to meet the course of study requirements for graduation unless dismissed by Internship Site pursuant to above Subsection IV.B.

- E. In advance or the early days of each semester, University will disclose the number of requested Students and the Students to be placed at the **Internship Site**. Selection of the number of Students and the specific Students, if any, to participate in the program contemplated by this Agreement shall be at the sole and absolute discretion of the Internship Site.
- F. University and **Internship Site** agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration. The parties to this Agreement intend that the relationship contemplated by this Agreement is that of independent entities working in mutual cooperation. The Parties hereto are not partners, agents, nor principals of one another. University's interns shall not act as the **Internship Site** agents or representatives in any capacity, and shall not make any commitments on behalf of the **Internship Site**.
- G. This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement.
- H. This agreement cannot be assigned, except with the express written permission of the non-assigning party.
- I. Nothing contained in this Agreement shall be construed as an express or implied waiver by University or Internship Site of its governmental and sovereign immunities, as an express or implied acceptance by University or Internship Site of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as a pledge of the full faith and credit of the state of Colorado or City of Pueblo, or as the assumption of any of the parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Colorado Constitution.
- J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized agents and is effective upon the date and signatures below:

CSU Pueblo Provost Name
Dr. Gail Mackin

CSU Pueblo Provost

Date:

Pueblo, a municipal corporation

Heather Graham
Mayor

Date:

ATTEST:

City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO FRIENDS OF THE ARKANSAS RIVER IN THE AMOUNT OF \$250 TO SPONSOR THE TROUT ON THE ROUTT FUNDRAISER

SUMMARY:

Attached for consideration is a request for support of Pueblo Friends of the Arkansas River (PFAR) in the amount of \$250 to sponsor the Trout on the Route Fundraiser.

PREVIOUS COUNCIL ACTION:

Council sponsored this effort in 2023 for \$300.

BACKGROUND:

"Trout on the Route" will raise money to help support the mission of the Pueblo Friends of the Arkansas River, a nonprofit. The money raised will help fund cleanups of the Arkansas River, the trail and the Runyon Lake area, sponsor events such as fishing lessons for kids, and add amenities to the river trail. PFAR also sponsors the Summer and Winter Solstice Lantern Parades.

Sponsors and artists will be paired up to create a piece of art on 36-inch or 24-inch aluminum cutout of a trout. Creative minds will paint scenes or of people or other animals on the trout and/or glue or welded on objects and these will be on display by March 20, 2024. The artwork will be auctioned off to the highest bidder on June 20, 2024.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$250 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to the Pueblo Friends of the Arkansas River.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Heather Graham.

ATTACHMENTS:

1. PFAR Trout on Routt Fundraiser 2024
2. 2024 Contingencies (Council) PFAR Trout on Routt

RESOLUTION NO. 15500

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO FRIENDS OF THE ARKANSAS RIVER IN THE AMOUNT OF \$250 TO SPONSOR THE TROUT ON THE ROUTT FUNDRAISER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$250 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Pueblo Friends of the Arkansas River to sponsor the Trout on the Route 2024 fundraiser.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

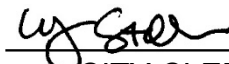
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: February 12, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

"Trout on the Routt" FUNDRAISER

What is it?

Sponsors and artists will be paired up to create a piece of art on 36-inch aluminum cutout of a trout. Creative minds will paint scenes or of people or other animals on the trout and/or glue or welded on objects. The artwork will be auctioned off to the highest bidder in late June.

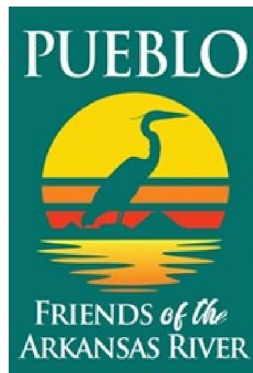
Why?

"Trout on the Routt" will raise money to help support the mission of the Pueblo Friends of the Arkansas River, a nonprofit. The money raised will help fund cleanups of the Arkansas River, the trail and the Runyon Lake area, sponsor events such as fishing lessons for kids, add amenities to the river trail. PFAR also hosts educational speakers about local wildlife and recreation.



Cost and benefits of being a sponsor?

To sponsor a 36-inch trout is only \$250. This covers the cost of the cutout, priming of the aluminum and cash to the artist to cover their cost of materials. You, or your business, can display the trout prior to the auction. At the auction the trout will have your name displayed by it. The artist will also benefit by receiving 20% from the sale of the trout.



YES! Sign me up to sponsor a "Trout on the Routt" trout!

Because I want to help keep the Arkansas River clean for the fish and humans!

Contact Name : _____
Business : _____
Address : _____
Phone Number : _____ E-Mail : _____

One 36-inch trout for \$250 : _____ Two 36-inch trout for \$500 : _____

The artists will be vetted and given guidelines to make sure the artwork is acceptable and does not include logos, advertising, controversial symbols, religious, or political messages.

Make check payable to:

Pueblo Friends of the Arkansas River
(PFAR)

Memo line:

"Trout on the Routt"

2727 N. Elizabeth Ave.
Pueblo, CO 81003

Tax ID# 88-2256789

Questions?

Jeff Madeen · blobackgallery@gmail.com · 970-749-1211

Eric McCue · em2mccue@msn.com · 719-244-7196

Corinne Koehler · cor_koehler@yahoo.com · 719-252-5389

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO FIREFIGHTER HISTORICAL SOCIETY IN THE AMOUNT OF \$1,500 TO SPONSOR A TABLE AT THE FIREFIGHTERS BALL & AWARDS DINNER ON SATURDAY, MARCH 2, 2024, AT 5 PM AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of the Pueblo Firefighter Historical Society in the amount of \$1,500 to sponsor a table at the Firefighters Ball & Awards Dinner on Saturday, March 2, 2024, at 5 pm at the Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND:

The Pueblo Firefighters Historical Society is a 501(c)3 non-profit entity, funded by Pueblo Firefighters, with help from fundraisers throughout the year, and by IAFF Local 3. The historical society owns the building at 116 N. Main St. (the Pueblo Firefighters Historical Center) where we display the antique fire trucks owned by the historical society, and the operation of the Hose Co. No. 3 Fire Museum. Many people volunteer many hours, committed to preserving our history. The museum was added to the Colorado Most Endangered Places list in 2019.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Pueblo Firefighters Historical Society.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Firefighters Ball 2024
2. Pueblo FF Ball 2024 Sponsorship Form
3. Pueblo Firefighters Historical Society Firefighters Ball

RESOLUTION NO. 15501

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO FIREFIGHTER HISTORICAL SOCIETY IN THE AMOUNT OF \$1,500 TO SPONSOR A TABLE AT THE FIREFIGHTERS BALL & AWARDS DINNER ON SATURDAY, MARCH 2, 2024, AT 5 PM AT THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Pueblo Firefighters Historical Society to sponsor the Firefighters Ball & Awards Dinner on Saturday, March 2, 2024, at 5 pm at the Pueblo Convention Center.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to effectuate the policies and procedures described herein.

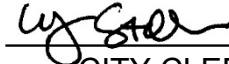
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: February 12, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

PUEBLO FIREFIGHTERS
HISTORICAL SOCIETY

2024 *Firefighter Ball*



SATURDAY | MARCH 2ND

PUEBLO CONVENTION CENTER

320 CENTRAL MAIN ST, PUEBLO CO

COCKTAILS
& LIVE MUSIC 5:00 PM

DINNER 7:00 PM

PROGRAM
& AWARDS 7:30 PM

DJ & DANCE 8:30 PM

Special Guest
CHASE VAUGHN

AURORA FIRE RESCUE, ENGINEER / PARAMEDIC
FORMER NFL DENVER BRONCO LINEBACKER
COLORADO STATE UNIVERSITY-PUEBLO HALL OF FAME



Tickets
ON SALE NOW

BILLY PINE AWARD

RICK MARK AWARD

RETIREMENT AXE
PRESENTATION

CITIZEN OF THE YEAR

Awards

TO PURCHASE TICKETS IN PERSON
CALL OR TEXT BARBIE ROMERO
(719) 214-1367

OR

TO BUY TICKETS ONLINE
[HTTP://TINYURL.COM/2024FFBALL](http://tinyurl.com/2024FFBALL)
OR SCAN THE QR CODE



Page 1496.01



PUEBLO'S FIREFIGHTER BALL & AWARDS DINNER

Sponsored by The Pueblo Firefighter Historical Society
& Pueblo Professional Firefighters

Saturday, March 2, 2024

SPONSORSHIP OPPORTUNITIES

GOLD SPONSOR - \$10,000

Benefits:

- Table of 10 at the event
- Banner hung in primary location
- Prominent table signage
- Announcements and thank you recognition throughout the evening
- Pre- and Post-event social media recognition
- First right-of-refusal for 2025 event Gold Sponsorship

ENTERTAINMENT SPONSOR - \$5,000

Benefits:

- 6 tickets to the event
- Table signage
- Announcements and thank you recognition throughout the evening
- Post-event social media recognition

DINNER SPONSOR - \$5,000

Benefits:

- 6 tickets to the event
- Table signage
- Announcements and thank you recognition throughout the evening
- Post-event social media recognition

SERVICE AWARD SPONSOR - \$2,500

Benefits:

- 4 tickets to the event
- Recognition during evening's Awards Presentation
- Post-event social media recognition

TABLE SPONSOR - \$1,500

Benefits:

- 4 tickets to the event
- Table signage

PLEASE RETURN THIS FORM WITH YOUR PAYMENT TO:

Pueblo Firefighters Historical Society
116 N. Main Street, Pueblo, CO 81003
Attention: Firefighter Ball

Questions contact:

Jake Garcia, President Pueblo Firefighter Historical Society (719-406-0307) jakeusmc23@yahoo.com or
Joey Gutierrez, President Pueblo Professional Firefighters (719-281-0080) gmanfireman@hotmail.com

Your contribution is tax-deductible - Pueblo Firefighters Historical Society is a 501(c)3.

- ☐ **YES, I AM PROUD TO SPONSOR THE 2024 FIREFIGHTER BALL AND SUPPORT OUR LOCAL FIREFIGHTERS.**
- ☐ **GOLD SPONSOR - \$10,000**
- ☐ **ENTERTAINMENT SPONSOR - \$5,000**
- ☐ **DINNER SPONSOR - \$5,000**
- ☐ **SERVICE AWARD SPONSOR - \$2,500**
- ☐ **TABLE SPONSOR - \$1,500**

Organization_____

Primary Contact_____

Address_____

City, State Zip_____

Telephone_____

E-Mail_____

[illegible]



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN ARPA/SLRF AND STATE MULTI MODAL OPTION PROGRAM FUNDS GRANT (PUEBLO VANPOOL), AWARD NO. 24-HTD-ZL-00125 / 491003385, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2402, BUDGETING AND APPROPRIATING FUNDS OF \$400,000.00, AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo and the Colorado Department of Transportation for \$400,000.00.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This is a FY2023 ARPA/SLRF and State Multi Modal Grant for \$400,000.00. Per the Grant Agreement, the Grant provided is 100%, with a 0% match. This Grant utilizes ARP Act funding to prevent, prepare for, and respond to COVID-19, and State Multi Modal Option Funds. The grant scope of work includes the following projects:

\$400,000.00 – Vanpool Estimated Cost

\$400,000.00 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total Project cost is \$400,000.00. The Federal/State share is 100% with no City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not receive the Grant Funds for a Pilot Vanpool Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 491003385-Pueblo, City of ARPA-SLFRF_MMOF-Fed MMOF-State Combo-FINAL
2. GRANT CERTIFICATION Vanpool 2024

ORDINANCE NO. 10646

AN ORDINANCE APPROVING AND ACCEPTING AN ARPA/SLRF AND STATE MULTI MODAL OPTION PROGRAM FUNDS GRANT (PUEBLO VANPOOL), AWARD NO. 24-HTD-ZL-00125 / 491003385, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2402, BUDGETING AND APPROPRIATING FUNDS OF \$400,000.00, AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Awarding of Grant No. 24-HTD-ZL-00125 / 491003385 to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PT2402 is hereby established, and the amount of \$400,000.00 is budgeted and appropriated therefore.

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on February 16, 2024.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency Department of Transportation		Agreement Number/PO Number 24-HTD-ZL-00125 / 491003385														
Grantee CITY OF PUEBLO		Agreement Performance Beginning Date The Effective Date														
Grantee UEI NJK3BNUDRHJ7		Initial Agreement Expiration Date December 31, 2026														
Subaward Agreement Amount Federal Funds-ARPA/SLFRF Maximum Amount \$249,800.00		Fund Expenditure End Date December 31, 2026														
MMOF-State Maximum Amount \$150,200.00		Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), SB2018-001, SB 2021-260, as appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.														
Funds Encumbered via This Agreement \$400,000.00																
Agreement Purpose The purpose for this agreement is for CDOT to disburse ARPA/SLFRF and State Multi-Modal Option Program Funds (MMOF-State) to assist in the completion of the awarded project within the provisions of this Agreement.																
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work and Budget. 2. Exhibit B, Sample Option Letter. 3. Exhibit C, Federal Provisions. 4. Exhibit D, Required Federal Contract/Agreement Clauses. 5. Exhibit E, Verification of Payment 6. Exhibit F, Federal Provisions Personal Services Contracts (Civil Rights). 7. Exhibit G, PII Certification. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Federal Provisions. 2. Exhibit D, Required Federal Contract/Agreement Clauses. 3. Exhibit F, Federal Provisions Personal Services Contracts (Civil Rights) 4. Colorado Special Provisions in §17 of the main body of this Agreement. 5. The provisions of the other sections of the main body of this Agreement. 6. Exhibit A, Statement of Work and Budget. 7. Exhibit B, Sample Option Letter. 8. Exhibit E, Verification of Payment.																
Principal Representatives <table border="0"> <tr> <td>For the State:</td> <td>For Grantee:</td> </tr> <tr> <td>Michael Snow</td> <td>Benjamin Valdez</td> </tr> <tr> <td>Division of Transportation Development</td> <td>Municipal Transportation Planner</td> </tr> <tr> <td>Colorado Dept. of Transportation</td> <td>City of Pueblo</td> </tr> <tr> <td>2829 W. Howard Place</td> <td>15151 East Alameda Parkway</td> </tr> <tr> <td>Denver, CO 80204</td> <td>Aurora, CO 80012</td> </tr> <tr> <td>michael.snow@state.co.us</td> <td>hliu@auroragov.org</td> </tr> </table>			For the State:	For Grantee:	Michael Snow	Benjamin Valdez	Division of Transportation Development	Municipal Transportation Planner	Colorado Dept. of Transportation	City of Pueblo	2829 W. Howard Place	15151 East Alameda Parkway	Denver, CO 80204	Aurora, CO 80012	michael.snow@state.co.us	hliu@auroragov.org
For the State:	For Grantee:															
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Denver, CO 80204	Aurora, CO 80012															
michael.snow@state.co.us	hliu@auroragov.org															

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE CITY OF PUEBLO By: _____ Name: _____ Title: _____ Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____
2nd Grantee Signature if Needed By: _____ Name: _____ Title: _____ Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ By: Assistant Attorney General Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD _____ By: Department of Transportation Effective Date: _____	

TABLE OF CONTENTS

	COVER PAGE	1
	SIGNATURE PAGE	2
1.	PARTIES	3
2.	TERM AND EFFECTIVE DATE	3
3.	DEFINITIONS	4
4.	STATEMENT OF WORK.....	6
5.	PAYMENTS TO GRANTEE	6
6.	REPORTING - NOTIFICATION.....	8
7.	RECORDS	8
8.	CONFIDENTIAL INFORMATION-STATE RECORDS	9
9.	CONFLICTS OF INTEREST	10
10.	INSURANCE	11
11.	BREACH OF AGREEMENT	12
12.	REMEDIES	12
13.	DISPUTE RESOLUTION	14
14.	NOTICES AND REPRESENTATIVES	14
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	14
16.	GENERAL PROVISIONS	15
17.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)	17

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically

terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by § 12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in 12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Grantee funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

- G. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- H. **“End of Term Extension”** means the time period defined in §2.D2.D.
- I. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- J. **“Extension Term”** means the time period defined in §2.C.
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. **“Federal Award”** also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. Federal Highway Administration (FHWA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- O. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- P. **“Initial Term”** means the time period defined in §2.B2.B.
- Q. **“Matching Funds”** (Local Funds, or Local Match) means the funds provided by Grantee as a match required to receive the Subaward Funds and includes in-kind contribution.
- R. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- S. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- T. **“Services”** means the services to be performed by Grantee as set forth in this Agreement and shall include any services to be rendered by Grantee in connection with the Goods.
- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- W. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

- X. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited, information subject to disclosure under CORA.
- Y. **“Subaward Agreement Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- Z. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-recipients of Grant Funds.
- AA. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient or Subgrantee may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient or Subgrantee.
- BB. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- CC. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- DD. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Subaward Agreement Amount shown on the Cover Page of this Agreement as “Federal Funds Maximum Amount” and “MMOF Maximum Amount”.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on

delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. **Payment Disputes**

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. **Available Funds-Contingency-Termination**

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. **Federal Recovery**

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. **Matching Funds**

Grantee shall provide Matching Funds as provided in **§5.A** and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. **Reimbursement of Grantee Costs**

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and **§5.A** for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal and State share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end

date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§Error! Reference source not found.** or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all

litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and

monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that Grantee, and none of Grantee's or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit G on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit G shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

- D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement to the State.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's Subcontractor is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the Subcontractor. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Grantee agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Grantee upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS**A. Assignment**

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subaward would also be considered a Grantee, then the subcontract or subaward entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §16.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i)

unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT A, STATEMENT OF WORK AND BUDGET

City of Pueblo
Pueblo County Commuter Vanpool
Multimodal Options Fund (MMOF) Grant
Scope of Work

Objective

The City of Pueblo (dba, Pueblo Transit) will establish, market, and operate a commuter vanpool service that is county-wide. The service goal is to provide a cost-effective means of transportation to local commuters to reduce air pollution, traffic congestion, reliable work transportation barriers and energy consumption. The Steel City Vanpool Program will be available to any commuters traveling to work in Pueblo County and will be subsidized by the City of Pueblo to defray a portion of the cost of the service.

The City of Pueblo will secure a subcontracted Service Provider to operate and administer a capital lease program for the required vehicles, and to insure and maintain these vehicles.

The Service Provider will assist in vanpool formation and oversight and be responsible for overall operation of the service, driver authorization, billing, and fare collection. The cost of the vanpool service will be paid by corporate sponsors, rider fees, and a proposed subsidy of \$500 per month, per vehicle, paid by the City of Pueblo. The City of Pueblo will offer the selected Service Provider a two-year agreement with two (2) possible one-year extensions for a maximum of four (4) years.

Pueblo Transit, along with the Service Provider will assist with marketing and outreach support through program advertising, outreach activities, and participation in community events. Pueblo Transit will use multiple media outlets to market vanpooling as alternate mode of transportation.

Work and Deliverables

1. Develop Vanpool Service Plan
 - a. Develop a program plan to include program guidelines, financial plan, marketing plan, participant rules, Fee structure, etc.
2. Program Administration
 - a. Program management, accounting, communications, service provider procurement and management, etc.
3. Marketing and Outreach
 - a. Develop Vanpool page within the current City of Pueblo website.
 - b. Print and distribute program materials.
 - c. Advertising (radio, print, Television, Facebook ads, etc.)
 - d. Corporate sponsor outreach and communications
 - e. Attend PEDCO's HR Manager Meetings to inform employers.
 - f. Work With participating HR Managers to train employees on service use.

4. Sponsor Vehicle Subsidy

Vanpool service costs for each vehicle in active service will be subsidized \$500 per month, per vehicle. The program is projected to have 14 sponsored vanpools at program kickoff in 2024, growing to an average of 24 vanpools in 2025 & 2026.

Funding: \$400,000.00 Total Project Funding
\$150,200.00 MMOF – state (37.55%)
\$249,800.00 MMOF – ARPA/SLFRF (62.45%)
\$0.00 Local Funds (0% match required)

Itemized Budget

1. Vanpool Service Plan - \$20,000
 2. Program Administration - \$60,000
 3. Marketing & Outreach - \$50,000
 4. Vehicle Subsidy – \$270,000
Annual projections: \$70,000 (2024), \$100,000 (2025), \$100,000 (2026)
- TOTAL Item Budget - \$400,000

Timeline & Milestones

Service Plan – September-October 2023
Website deployment – October 2023
Marketing kickoff – November 2023
RFP release – September 2023
Service Provider Procurement & Notice to Proceed – December 2024
Vanpool Service Program – January 2024 through December 2027

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Subaward Current Agreement Maximum Amount Initial Term \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option
Extension Terms \$0.00	Agreement Performance Beginning Date The later of the Effective Date or Month Day, Year
Agreement Total \$0.00	Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**

A. Option to extend for an Extension Term

2. **REQUIRED PROVISIONS:**

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

3. **OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Option Effective Date: _____
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EXHIBIT C, FEDERAL PROVISIONS

APPLICABILITY OF PROVISIONS

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
- 2.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.1.1. Awards may be in the form of:
- 2.1.1.1.1. Grants;
- 2.1.1.1.2. Contracts;
- 2.1.1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 2.1.1.1.4. Loans;
- 2.1.1.1.5. Loan Guarantees;
- 2.1.1.1.6. Subsidies;
- 2.1.1.1.7. Insurance;
- 2.1.1.1.8. Food commodities;
- 2.1.1.1.9. Direct appropriations;
- 2.1.1.1.10. Assessed and voluntary contributions; and
- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 2.1.1.2. Award **does not** include:
- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Contract” means the Agreement or Subaward Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract or Subaward Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Subrecipients and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subrecipient. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the sub recipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the sub recipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

5. TOTAL COMPENSATION

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 5.1.2. In the preceding fiscal year, Contractor received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
 - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
 - 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor’s obligations under this Contract.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Sub award was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Sub recipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance

with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.
 - 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
 - 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of "funding Contract" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Contract," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

13. CERTIFICATIONS

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed, or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT D, ADDITIONAL PROGRAM REQUIREMENTS**A. Work**

Per 23 CFR 420.111, SUBRECIPIENT shall complete the Work and other obligations as described herein and Exhibit A. Work performed prior to the Effective Date or after the Termination date shall not be considered part of the Work. SUBRECIPIENT shall take all reasonable steps to carry out all activities described and identified in the Statement of Work. The Statement shall include an estimation of anticipated benefits from each program submitted, a Budget, the activity purpose, objectives, major tasks, timeline of expected completion, and an Evaluation process to determine the success of each activity stated in Exhibit A. In addition, SUBRECIPIENT shall be responsible for:

- 1.) The initial design and implementation of its congestion mitigation and air quality program as outlined in the current TIP;
- 2.) Monitoring and Evaluating the program effectiveness;
- 3.) The promotion of congestion mitigation and air quality program(s) by employers;
- 4.) Submittal of an annual report to CDOT; and,
- 5.) Submitting annual results to CDOT.

B. Notice

SUBRECIPIENT shall not commence Work until the date specified by a written notice, which may be electronic, and shall complete the Work within the period specified in the Agreement unless the period or terms thereof are extended according to this Agreement.

C. Staff/Consultant Services

SUBRECIPIENT shall be responsible to select staff/consultant services in compliance with all applicable federal procurement requirements including 23 CFR 172 and 2 CFR 200. Any Request for Proposal (RFP) used by SUBRECIPIENT to secure consultant Services must be reviewed by CDOT before SUBRECIPIENT releases the RFP. CDOT shall have 15 calendar days from the date of receiving the RFP in which to return comments. Responses to CDOT's comments will be provided by SUBRECIPIENT within 15 calendar days of receipt of the comments. SUBRECIPIENT shall notify CDOT in writing before executing any Agreement for consultant Services which utilizes Grant funding.

D. Statement of Work and Budget Amendment

SUBRECIPIENT shall amend Exhibit A in accordance with the terms of this Agreement, when:

- 1.) Reallocating funds between budget line items in Exhibit A, as permitted pursuant to §5(E); and
- 2.) Adding or deleting activities listed in Exhibit A to reflect authorized budget line item reallocations permitted pursuant to §5(E).

If any changes to Exhibit A (i) require an increase or decrease to the maximum amount of this Subaward, (ii) change the term of the Agreement, or (iii) exceed the 24.99% threshold in §5(E) for any activity, the Parties must amend this Agreement prior to such change being effective.

E. Limited Availability of Funds

The amount of Federal Funds available to pay for the Work performed by Subrecipient in any one year is limited to the amount of the unused portion of the allocated funds, made available through 23 USC 104 (b)(3) and (f) as amended, and 49 USC 5303 as amended.

F. Additional Funds Use

Federal Funds shall be used only to reimburse Subrecipient for eligible allowable costs incurred and Subrecipient shall be solely responsible for all costs incurred that are either not allowable or which exceed the funds available in the Agreement as identified herein and/or in the Exhibit A.

G. Billing, Reimbursement, and Allowable Costs**1.) Reimbursement**

The Parties hereto expressly recognize that the Subrecipient is to be paid, reimbursed, or otherwise compensated with the funds provided to CDOT by the U.S. Department of Transportation for the purpose of completing the Work and therefore, the Subrecipient expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by CDOT.

2.) Allowable Costs

CDOT shall not be obligated to use State funds under this Agreement. CDOT's use of Federal Funds shall be to reimburse Subrecipient for allowable costs incurred by Subrecipient, as defined in this Agreement.

Subrecipient shall be solely responsible for all costs incurred which are not allowable or which exceed the funds available in the Agreement.

H. Allowable and Indirect Costs

Allowable and indirect costs may include but are not limited to those listed in 2 CFR 200, or State Fiscal Rule 2-7: "Official Functions and Training Functions," whichever may apply. However, such costs shall be limited to those costs determined by the CDOT as necessary to directly carry out the Work for this Agreement. In determining the amount of allowable costs, CDOT will exclude:

- a) Any costs incurred by the Subrecipient before the execution of the Agreement.
- b) Any costs incurred by the Subrecipient that are not included in **Exhibit A**.
- c) Any cost incurred by the Subrecipient after the termination date of this Agreement as amended.
- d) Memberships, subscriptions, and professional activities, which do not meet the following requirements:
 - (1). Costs of membership in civic and community, social organizations are allowable as a direct cost with the approval of the federal-awarding agency;
 - (2). Costs of subscriptions to business, professional, and technical periodicals;
 - (3). Costs of meetings, conferences, and conventions where the primary purpose is the dissemination of technical information, including meals, transportation, rental of meeting facilities, and other incidental costs; or
 - (4). Costs of memberships in business, technical, and professional organizations. However, costs of membership in organizations substantially engaged in lobbying are not allowed and thus unallowable.
- e) Official Function Expenditures (as defined by Rule 2-7 of the Colorado State Fiscal Rules), which do not qualify as a meeting, conference, meal or other function that is hosted by the MPO or Subrecipient staff and attended by guests and/or other MPO or Subrecipient personnel and held for official MPO or Subrecipient business. Expenditures incurred for official functions shall be approved by the responsible MPO or Subrecipient official.

I. Disallow Costs

CDOT has the right to disallow any costs incurred by the Subrecipient, which are not consistent with this Agreement, or on any activity not in compliance with the authorized Work.

J. Reimbursement Waiver

Subrecipient agrees that reimbursement of any cost under this Agreement does not constitute a final CDOT decision about the allowability of the costs and does not constitute a waiver of any violation by Subrecipient of the terms of this Agreement.

K. Certification

Upon submitting request for reimbursement, the designated representative of the Subrecipient has certified that:

- a) The costs are allowable, and therefore reimbursable;
- b) The expenditure amount for that time period is correct;
- c) The agreed upon Work has been performed and/or Work Product has been produced;
- d) All Requests for Proposals and/or Requests for Qualifications have been forwarded to CDOT for review and comment; and
- e) Reimbursements are being requested in accordance with the terms of this Agreement.

L. Expenditures

Along with the form requesting reimbursement, the Subrecipient shall include expenditures of Federal Funds for Work. The information shall contain:

- i. Budgeted amount;
- ii. Expenditures for current billing cycle and year-to-date;
- iii. Unexpended balance after current cycle;
- iv. Percent expended year-to-date; and
- v. Copies of Subcontractors invoices, if applicable.

M. Invoice

CDOT shall pay the Subrecipient's voucher for expenditures incurred in performance of Work, up to the maximum amount described in §7, and elsewhere in this Agreement, subject to conditions specified herein, within 30 days of receipt.

N. Final Report

Within 30 days after the end of the Program period, SUBRECIPIENT will provide to CDOT a final accomplishment report of the activities performed under this Agreement for the completed fiscal year. It shall include, but not be limited to:

- 1.) Final accomplishments by activities; and
- 2.) Status of uncompleted products; and
- 3.) Accomplishment of performance measures; and
- 4.) Actual expenditures for the Program Period.

O. Reporting Guidance

Reporting made for the purpose of this Agreement and its activities shall be done in accordance with 23 CFR Part 420.117, 450 and 2 CFR 200, and any supporting sections or amendments. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to SUBRECIPIENT or the State.

P. Monitoring

In accordance with 2 CFR 200 and other applicable standards, the State will monitor all the activities conducted by SUBRECIPIENT pursuant to the terms of this Agreement to assure that the Project is being performed consistent with supporting federal laws and regulations, as amended, to enable the preparation and submission of appropriate reports that will contain at a minimum:

- 1.) Comparison of actual performance with established goals during the program and once the program is complete;
- 2.) Progress in meeting schedules;
- 3.) Comparison of budgeted (approved) amounts and actual costs incurred;
- 4.) Cost variances to budget;
- 5.) Approved program revisions; and
- 6.) Other supporting data.

Q. Performance, Progress, Personnel, and Funds

In responding to these requirements, CDOT will utilize the following steps and procedures to ensure that assigned responsibilities are carried out:

1.) Monitoring Documents

CDOT will use the current Statement of Work, and supporting documents, in reviewing the progress being made by SUBRECIPIENT to meet the commitments in this Agreement. The Statement of Work must include all activities, deliverables, and performance measures, and Budgets committed to by SUBRECIPIENT.

2.) Monitoring Meetings

Meetings between CDOT and SUBRECIPIENT representatives will be conducted at CDOT's discretion for the purpose of reviewing progress, resource allocations, and billings.

3.) Progress and Financial Reports

CDOT will prepare and submit progress and financial reports to the appropriate federal agencies.

R. Noncompliance

Any Product that SUBRECIPIENT has committed to in the Statement of Work not produced and justification not provided in a timely manner in accordance with this agreement, may result in the delay of payment of funds and/or termination as provided under this Agreement. Along with the terms of this Agreement and in accordance with 2 CFR 200, the following steps will be implemented by CDOT:

- 1.) CDOT representative will meet with SUBRECIPIENT representative to discuss performance.
- 2.) The CDOT representative will report the progress to the Division of Transportation Development Director.
- 3.) The Director will issue a decision as to whether performance is satisfactory or unsatisfactory. If performance was determined to have been unsatisfactory, CDOT shall determine if a reduction in allocation is appropriate. SUBRECIPIENT will be notified of any decisions made by CDOT.

S. Additional Requirements for Rights in Data, Documents, and Computer Software

Whenever possible, published material shall acknowledge the financial participation of CDOT and/or the FHWA and other agencies contributing funding to the Work Product. Any published material acknowledging the contribution of the FHWA shall include the federal disclaimer statement: "FUNDED BY THE FHWA". Published materials include any non-internal documents, reports, maps, photographs, computer software, or like materials that are intended to be viewed by those outside of CDOT, and Subrecipient.

Patents: In addition to the standard patent rights clauses of 37 CFR §401 et. al, and other applicable laws and regulations, CDOT, Subrecipient, and either party's subrecipients are subject to the provisions of 37 CFR part 401, governing patents and inventions whereby "The Subcontractor or Subrecipient will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subaward or Agreement, obtain rights in the Subcontractor's or Subrecipient's subject inventions."

T. 2 CFR 200 Subpart F

In accordance with the provisions of 2 CFR 200: "Audits of States, Local Governments, and Nonprofit Organizations", all nonfederal entities including state and local government and non-profit organizations, receiving more than \$750,000 from all federal financial assistance funding sources, shall comply with the audit requirements of 2 CFR 200. Compliance with 2 CFR 200 is required in the following manner:

- a) If the Subcontractor expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- b) If the Subcontractor expends more than \$750,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.
- c) If the Subcontractor expends more than \$750,000 in federal funds, and the federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- d) Single Audit can only be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial audits (2 CFR 200). An audit is an allowable direct or indirect cost.

U. Final Audit Report

If an audit is performed on Subrecipient's records for any fiscal year covering a portion of the term of this Agreement, Subrecipient shall submit a copy of the final audit report to CDOT or its principal representative at the address specified herein.

EXHIBIT E, VERIFICATION OF PAYMENT

This checklist is to assist the Grantee in preparation of its billing packets to State. This checklist is provided as guidance and is subject to change by State. State shall provide notice of any such changes to Grantee. All items may not apply to your particular entity. State's goal is to reimburse Grantees as quickly as possible and a well organized and complete billing packet helps to expedite payment.

☐ **Verification of Payment –**

- ✓ General Ledger Report must have the following:
 - Identify check number or EFT number;
 - If no check number is available, submit Accounts Payable Distribution report with the General Ledger;
 - In-Kind (must be pre-approved by State) and/or cash match;
 - Date of the report;
 - Accounting period;
 - Current period transactions; and
 - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
 - copies of checks;
 - check registers; and
 - paycheck stub showing payment number, the amount paid, the check number or electronic funds transfer (EFT), and the date paid.
- ✓ State needs to ensure that expenditures incurred by the local agencies have been paid by Party before State is invoiced by Party.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

☐ **In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by State prior to any Work taking place.**

- ✓ If in-kind or cash match is being used for the Local Match, the in-kind or cash match portion of the project must be included in the project application and the statement of work attached to the Agreement or purchase order. FHWA does not require pre-approval of in-kind or cash match, but State does.
- ✓ General ledger must also show the in-kind and/or cash match.

☐ **Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by State prior to applying it to the reimbursements.**

- ✓ If indirect costs are being requested, an approved indirect letter from State or your cognizant agency for indirect costs, as defined in 2 CCR §200. 19, must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

☐ **Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.**

- ✓ Submit an approval letter from the cognizant agency for indirect costs, as defined in 2 CCR §200. 19, that verifies fringe benefit, or
- ✓ Submit the following fringe benefit rate proposal package to State Audit Division:
 - Copy of Financial Statement;
 - Personnel Cost Worksheet;
 - State of Employee Benefits; and
 - Cost Policy Statement.

EXHIBIT F, FEDERAL PROVISIONS PERSONAL SERVICES CONTRACTS (Civil Rights)

Terms defined in this Exhibit shall only apply to the section of this Exhibit in which the definition occurs. Defined terms used in this Exhibit without a definition shall have the definition given in the Contract.

1) USDOT Order 1050.2A, Appendix A - Standard Title VI Assurances and Nondiscrimination Provisions
[Applies to all personal services contracts]

“Acts” and “Regulations” means Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 C.F.R. Part 21 (entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (“FHWA”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this Contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the nondiscrimination provisions of this Contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i) withholding payments to the contractor under the Contract until the contractor complies; and/or
 - ii) cancelling, terminating, or suspending the Contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs 1.a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the State to enter into any litigation to protect the interests of the State. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

2) USDOT Order 1050.2A, Appendix E - Pertinent Nondiscrimination Authorities***[Applies to all personal services contracts]***

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

Pertinent Nondiscrimination Authorities:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency ("LEP"). To ensure compliance with Title VI, contractor must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

3) Discrimination, Harassment, and Workplace Violence Reporting***[Applies to all personal services contracts]***

The State prohibits any form of workplace discrimination, harassment and retaliation. The State also has a zero tolerance policy with respect to workplace violence. If any of Contractor's agents, employees, assigns or Subcontractors believes they have been harassed, discriminated against, retaliated against or subjected to workplace violence by the State while working on or as part of this Contract, Contractor shall immediately notify the State's principle representative listed on the Cover Page of this Contract.

4) Assurances under the Disadvantaged Business Enterprise Program. 49 C.F.R. § 26.13(a)***[Applies only if the Contract is funded with FHWA or FTA funds]***

The Contractor, sub recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the State deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;

- c) Liquidated damages; and/or
- d) Disqualifying the Contractor from future bidding as non-responsible.

5) Prompt Payment by Contractors to Subcontractors. 49 C.F.R. § 26.29(a)
[Applies only if the Contract is funded with FHWA or FTA funds]

The Contractor shall pay Subcontractors and suppliers for all Work which has been satisfactorily completed within thirty calendar days after receiving payment for that Work from the State. For the purpose of this section only, Work shall be considered satisfactorily complete when the State has made payment for the Work. The Contractor shall include in all subcontracts a provision that this requirement for prompt payment to Subcontractors and suppliers must be included in all subcontracts at every tier. The Contractor shall ensure that all Subcontractors and suppliers at every tier are promptly paid. If the Contractor or its Subcontractors fail to comply with this provision, the State will not authorize further progress payment for Work performed directly by the Contractor or the noncompliant Subcontractor until the required payments have been made. The State will continue to authorize progress payments for Work performed by compliant Subcontractors.

EXHIBIT G, PII CERTIFICATION

**STATE OF COLORADO
THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____
Printed Name: _____
Date: _____

EXHIBIT G, PII CERTIFICATION
STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO B
THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Nicholas Gradisar, Mayor

Re: 24-HTD-ZL-00125 / 491003385 ARPA/SLRF and State Muti Modal Option Program
Funds Grant (Vanpool)

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Benjamin Valdez

1/8/2024
Date

Title: Transit Director



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION GRANT (AREAS OF PERSISTENCE POVERTY), AWARD NO. FTA G-30, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2401, BUDGETING AND APPROPRIATING FUNDS OF \$180,000.00, WITH A LOCAL MATCH OF \$20,000.00 AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo and the United States Department of Transportation for \$180,000.00.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pursuant to Department of Transportation Federal Transit Administration Award G-30, the City has been awarded \$180,000.00 Transition Planning Grant funding that will be matched by \$20,000.00 in local funds. The local funds are from the City of Pueblo's general fund as indicated by the City's FY2024 Budget. These funds are intended to subsidize Pueblo Transit's additional operating expenditures incurred in FY 2024. The grant scope of work includes the following Projects:

\$200,000.00 – Pueblo Airport Industrial complex route study

\$200,000.00 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total Project cost is \$200,000.00. The Federal share is \$180,000.00 (90%) with a \$20,000.00 (10%) City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Should this Ordinance not pass the City of Pueblo would forgo Grant Funds for an Airport Industrial Complex Route Study.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. GRANT CERTIFICATION Areas of Persistent Poverty
2. 1578_001

ORDINANCE NO. 10647

AN ORDINANCE APPROVING AND ACCEPTING A UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION GRANT (AREAS OF PERSISTENCE POVERTY), AWARD NO. FTA G-30, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2401, BUDGETING AND APPROPRIATING FUNDS OF \$180,000.00, WITH A LOCAL MATCH OF \$20,000.00 AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Awarding of Grant FTA G-30 to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is hereby authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith. To the extent the Mayor has executed Grant Award or other documents associated therewith, City Council hereby ratifies such acceptance or actions.

SECTION 3.

Project Number PT2401 is hereby established, and the amount of \$180,000.00 Federal Portion an \$20,000.00 City Match is budgeted and appropriated therefore.

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on February 16, 2024.

☐ Disapproved on _____ based on the following objections:


Mayor

Action by City Council After Disapproval by the Mayor:

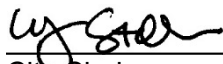
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST


City Clerk

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Nicholas Gradisar, Mayor

Re: Department of Transportation Areas of Persistent Poverty Grant Award # FTA G-30

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Benjamin Valdez

1/8/2024

Date

Title: Transit Director

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-30)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number: CO-2023-022-00

Award Name: FY2021 Areas of Persistent Poverty - Planning

Award Start Date: 7/5/2023

Original Award End Date: 2/28/2024

Current Award End Date: 2/28/2024

Award Executive Summary: City of Pueblo applies apportionment of FY2021 Areas of Persistent Poverty discretionary funds in the amount of \$180,000. Discretionary ID# D2022-AOPP-010. This project will produce a study including ridership estimates for a modernized route system and the viability of an hourly commuter shuttle to the Pueblo Airport Industrial Complex, aimed at providing efficient workforce transportation benefiting economically disadvantaged individuals.

Pueblo has obligated a contract under pre-award authority for the planning study. Per the NOFO; FTA will issue pre-award authority to incur costs for selected projects beginning on the date that project selections are announced. The projects for FFY2021 Areas of Persistent Poverty were announced on June 23, 2022. In total, Pueblo has incurred \$200,000 in contractual obligations starting on 12/15/2022 that will be reported as accrued expense in the initial FFR. These amounts will be reported in lines I, J, and K as unliquidated obligations, and a remark will be added to explain the pre-award authority commitments.

The following documents are attached to this award: TIP & STIP approval letter, UPWP, and SF424 with supplement documents.

Local funding source is general funds from City of Pueblo.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$200,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$0.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$180,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$20,000.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
AOPP - Areas of Persistent Poverty	5305-2	20505	\$180,000
Local			\$20,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$200,000

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Cindy Terwilliger
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: cindy.terwilliger@dot.gov
Award Date: 7/5/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Benjamin Valdez
Maintenance/Facilities Supervisor
CITY OF PUEBLO
11/13/2023



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF TRANSPORTATION 2024-CTE: PUEBLO TRANSIT FLEET TRANSITION PLANNING GRANT AWARD-021647, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2403, BUDGETING AND APPROPRIATING \$99,000.00 WITH A LOCAL MATCH OF \$11,000.00, AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo and the Colorado Department of Transportation for \$99,000.00.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

Pursuant to Colorado Department of Transportation Award # 021647, the City has been awarded \$99,000.00 Transition Planning Grant funding that will be matched by \$11,000.00 in local funds. The local funds are from the City of Pueblo's general fund as indicated by the City's FY2024 Budget. These funds are intended to subsidize Pueblo Transit's additional operating expenditures incurred in FY 2024. The grant scope of work includes the following projects:

\$110,000.00 – Electrification/Hydrogen Electric Transition Plan

\$110,000.00 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total Project cost is \$110,000.00. The State share is 90% with 10% City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not receive the Grant Funds for an EV Transition Plan.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. CTE Transition Planning Grant
2. GRANT CERTIFICATION Transition Planning Grant

ORDINANCE NO. 10648

AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF TRANSPORTATION 2024-CTE: PUEBLO TRANSIT FLEET TRANSITION PLANNING GRANT AWARD-021647, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2403, BUDGETING AND APPROPRIATING \$99,000.00 WITH A LOCAL MATCH OF \$11,000.00, AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Awarding of Grant No. 021647 to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PT2403 is hereby established, and the amount of \$99,000.00 State Portion and \$11,000.00 City Match is budgeted and appropriated therefore.

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on February 16, 2024.

☐ Disapproved on _____ based on the following objections:


Mayor

Action by City Council After Disapproval by the Mayor:

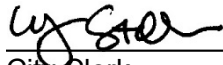
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST


City Clerk



COLORADO

Department of Transportation

Division of Transit & Rail

Proposed Award Summary

Agency:

Pueblo, City of

Proposed Award Summary Info

Proposed Award Name: Proposed Award
-0977

Award Type: Planning

Application: A2.0-0006474

Congratulations! The Colorado Department of Transportation (CDOT) Division of Transit and Rail (DTR) has received and evaluated your application. We are pleased to inform you that DTR has either approved or partially approved your request. This proposed award offer provides a summary of your award. Note that you will receive one award offer per funding source and application; please follow the instructions for each award offer received.

2024-CTE:
Description: Pueblo Transit Fleet
Transition Planning

Funding Source: CTE

Award Year: 2024

Awarded Amount: \$99,000.00

Your agency shall use the awarded funds to carry out the following:

:

Pueblo will solicit proposals from qualified firms to undertake a ZEV transition planning project to ensure the best possible economic, social and environmental outcome for Puebloans. The project will help prepare for and accelerate the deployment of zero-emission transit vehicles and support the infrastructure, facilities, and organizational investments necessary to make such deployments successful. Such a plan is likely to include, but not be limited to: assessment of current and future vehicle capabilities, including target vehicle specs that may trigger the start of the fleet transition; fleet transition targets and timeliness; consideration of potential facility renovations and electrical supply infrastructure upgrades necessary to support the charging of vehicles; route analyses of anticipated initial ZEV deployments; analysis of potential air quality, health, and economic benefits of ZEVs; specific impacts to environmental justice (EJ) and/or disproportionately impacted communities; financial assessment of budgetary impacts and required resources; consideration of workforce training and development needs; coordination with utility partners, property managers, local governments, partner agencies, and other key stakeholders; and public engagement elements to support the other transition elements.

Budget Details & Acceptance

Awarded Amount: \$99,000.00
Total Project Amount: \$110,000.00

Local Match Amount: \$11,000.00

Please confirm the Local Match Amount here and enter the source and status of matching funds (if you plan to deny the award, please enter N/A).:

City of Pueblo General Fund

Acceptance

Do you accept this award?:

Yes

Next Steps

Upon your acceptance, CDOT will create a final award in COTRAMS.

1. Milestones and Risk Assessment: After you receive notice that the award has been created, login to COTRAMS to complete the Milestones and Risk Assessment within one week.

2. TIP Your Project: If you are in an urbanized area (over 50,000 population) and have not already done so, please begin the process of ensuring that your project is in, or can be amended into, the appropriate Transportation Improvement Program (TIP) for your MPO area; once placed in the TIP, CDOT will place your project in the STIP. CDOT cannot begin the budgeting or contracting process until your project is in the STIP. If you are in a rural area, CDOT will place your project in the STIP.

3. Execute a Grant Agreement with CDOT: Please be aware that your agency should not enter a purchase arrangement or incur costs without an executed grant agreement (i.e. signed by both parties) and CDOT written authorization (i.e. Purchase Authorization) to make that purchase. If you make any purchasing arrangement prior to execution of the grant agreement, your agency will be completely responsible for payment. All purchases that involve state or federal funds must be conducted in a fair, open, and competitive manner and follow all applicable CDOT guidelines. You cannot pre-select a favored vehicle or equipment manufacturer and make a purchase without written CDOT approval, unless the project was funded through a FTA Discretionary grant and FTA has approved the vendor.

It is important to note that the funding periods for FTA grants and state grants are different. If your project is funded with FTA funds, CDOT can immediately begin negotiating a scope of work and grant agreement, and we anticipate doing so over the next three months. If your project is funded with state funds, CDOT cannot begin negotiating a scope of work or grant agreement until those funds are available, which may not be until July 1st.

Please be aware that the grant agreement you enter into with CDOT for funding is a reimbursement agreement. This means your agency must incur the capital or operating expense before you can seek reimbursement for the federal or state share. CDOT will reimburse the federal or state funds to your organization, not to the vendor. Therefore, your agency is ultimately responsible for reimbursing the vendor.

4. Keep Your Project Moving: CDOT looks forward to working with its subrecipients to quickly move these projects to completion. CDOT recognizes that most projects encounter unexpected hurdles and challenges; nonetheless, we expect our subrecipients to address these challenges in a timely manner. CDOT reserves the right to remove grant funds if we determine the project is not proceeding at a reasonable pace (e.g., unreasonable delays in executing the

grant agreement, delays in procuring the equipment, etc.). This action would be preceded by at least one formal written warning.

Attachments

Upload Attachments

Document Name	Update Date/Time
---------------	------------------

Signature and Submission

Accepted By: Benjamin Valdez

Ben TV ✓



GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Nicholas Gradisar, Mayor

Re: Colorado Department of Transportation Fleet Transition Planning Grant Award # 021647

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Benjamin Valdez

1/8/2024

Date

Title: Transit Director



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES FOR THE PREMISES KNOWN AS THE LANGONI SPORTS COMPLEX

SUMMARY:

This Ordinance would approve a Lease Agreement with the State of Colorado, Department of Human Services to allow the City to continue to maintain and program the Langoni Sports Complex, which is located at 2101 W. 24th Street.

PREVIOUS COUNCIL ACTION:

On May 23, 1988, City Council approved Resolution No. 6203, which approved a Lease Agreement by and between the City of Pueblo and the State of Colorado, Department of Human Services, for the premises known as Langoni Fields. The term of this Agreement expired on June 30, 2014.

On October 14, 2014, City Council approved Ordinance No. 8786, which approved a Lease Agreement by and between the City of Pueblo and the State of Colorado, Department of Human Services for the premises known as Langoni Fields. The terms of this agreement expired June 30, 2023.

BACKGROUND:

The Langoni Sports Complex is located on 80 acres of state-owned land that is leased by the City for competitive and recreational Pueblo youth soccer programs. Over the past forty years, the City has developed the 22-acres site which includes irrigated turf athletic fields, gravel-based parking lot, 100 capacity picnic shelter, and ADA accessible restroom/concession building.

FINANCIAL IMPLICATIONS:

The State of Colorado has agreed to lease the Langoni Fields, aka Langoni Sports Complex, to the City for \$0.00 rent. The City must continue to maintain the fields and structures on the property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council may choose not to approve the Lease Agreement in which case, the City will no longer be able to utilize the Langoni Sports Complex for recreational purposes.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

1. LANGONI LEASE AGREEMENT_01.22.2024
2. Exhibit A - Property Image

ORDINANCE NO. 10649

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES FOR THE PREMISES KNOWN AS THE LANGONI SPORTS COMPLEX

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Lease Agreement by and between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Department of Human Services for the premises known as the Langoni Sports Complex attached hereto and having been approved as to form by the Assistant City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute and deliver Agreement in the name of the City and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the Agreement to implement the transactions, policies, and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on February 16, 2024.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**



**STANDARD
LEASE AGREEMENT [STATE-OWNED REAL ESTATE]**

LESSOR THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES

LESSEE THE CITY OF PUEBLO

LOCATION PREMISES KNOWN AS "LANGONI FIELDS"

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**

• **STANDARD LEASE AGREEMENT [STATE-OWNED REAL ESTATE]**

TABLE OF CONTENTS

	<u>ITEM</u>	<u>PAGE</u>
1. PREMISES		1
2. USE OF PREMISES		1
3. PARKING		2
4. LESSOR'S OWNERSHIP		2
5. WORK REQUIREMENTS		2
6. TERM OF LEASE		3
7. RENT		3
8. SERVICES AND GOVERNMENTAL CHARGES		3
9. PAYMENT OF RENT		4
10. SECURITY DEPOSIT		4
11. HOLDING AFTER TERMINATION		4
12. MAINTENANCE AND REPAIRS		5
13. ALTERATIONS TO PREMISES		5
14. INSURANCE		6
15. ASSIGNMENT AND SUBLETTING		6
16. EMINENT DOMAIN		6
17. CASUALTY		7
18. LESSEE'S PERSONAL PROPERTY		7
19. DEFAULT PROVISIONS		8
20. REMEDIES		8
21. ENVIRONMENTAL MATTERS		9
22. APPLICABLE LAW		10
23. TIME FOR PERFORMANCE		10
24. COMPLETE AGREEMENT		10
25. CAPTIONS, CONSTRUCTION, AND BINDING EFFECT		10
26. SEVERABILITY		10
27. NO BENEFICIAL INTEREST		10
28. NOTICE		11
29. LESSOR LIABILITY EXPOSURE		11
30. LESSEE'S INDEMNIFICATION		11
31. ADDITIONAL PROVISIONS		11
32. SIGNATURES		12

LEASE AGREEMENT
[State-Owned Real Estate]

THIS LEASE AGREEMENT (the "Lease"), made and entered into this **1** day of **October, 2023**, by and between THE STATE OF COLORADO, **acting by and through the DEPARTMENT OF HUMAN SERVICES**, hereinafter referred to as "Lessor", and **THE CITY OF PUEBLO**, whose address or principal place of business is **1 City Hall Place, Pueblo CO 81003**, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor owns certain property herein identified, which Lessee desires to lease according to the terms of the Lease;

WHEREAS, authority exists in the law for the Lessor to lease the property.

WHEREAS, the Parties entered into a Lease Agreement dated April 19, 1988 (the "1988 Lease") for the lease of the premises known and described as

N ½ of the SE ¼ of section 23, T20S, R65W in Pueblo County (the "Premises")

for a term beginning July 1, 1988 and ending June 30, 2013;

WHEREAS, the term of the 1988 Lease was extended from June 30 2013 to June 30, 2014 in an Amendment No. 1 to Lease Agreement, dated June 18th, 2013;

WHEREAS, the Lessor and the Lessee entered into a new Lease Agreement for the Premises, dated July 12th, 2014, for a term beginning July 1, 2014 and ending June 30, 2023; and

WHEREAS, the Lessor and the Lessee are entering into this Lease Agreement for the Premises for a ten (10) year term beginning July 1, 2023 and ending June 30, 2033.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PREMISES

Lessor hereby leases and demises unto Lessee the Premises, hereinafter referred to as "Premises" ~~within the building located at~~ **known and described as the N ½ of the SE ¼ of section 23, T20S, R65W in Pueblo County**, hereinafter referred to as "~~Building~~" "**LANGONI FIELDS**" (including land, improvements and other rights appurtenant thereto). The Premises, commonly known and described as **LANGONI FIELDS**, includes approximately **78.58 acres** ~~square feet~~ of rentable ~~floor area~~ **land**; the leased Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit A".

2. USE OF PREMISES

A. Lessee agrees that the Premises shall be used and occupied only as **Athletic and Recreation Fields** in a careful, safe, and proper manner, and that it will pay on demand for any damage to the Premises caused by the misuse of same by it, its guests, invitees, agents, or employees.

B. Lessee shall not use or permit the Premises to be used for any purposes prohibited by the laws, ordinances or regulations of the United States, the State of Colorado or other governmental entity with jurisdiction.

C. Lessee shall not use or keep any substance or material in or about the Premises, which may reduce or void the insurance coverage on said building **"Premises"** or increase risks associated with the use or occupancy of the Premises, or which may prove offensive or annoying to persons occupying adjacent premises.

D. Lessee shall not permit any nuisance in the Premises.

3. PARKING ☒ Check applicable provision(s)

☐ As part of the monthly Rent, the Lessee shall be provided _____ [number] of designated parking spaces and _____ [number] of general parking spaces for use by Lessee's guests, invitees, agents and employees. Lessor shall provide Lessee a written description and location of the spaces prior to execution of the Lease.

☐ Lessee and Lessee's guests, invitees, agents and employees shall have the privilege to use parking as designated by the Lessor upon payment of normal parking fees to be paid by Lessor or Lessor's employees and acceptance of Lessor's published parking rules and regulations. Lessee agrees that such use shall be at the sole risk of Lessee, Lessee's guests, invitees, agents and employees and Lessor shall not be liable for any injury or damage occasioned by such use.

☒ Not Applicable.

☐ OTHER:

~~Lessee shall use all reasonable efforts to confine parking to the areas designed by the Lessor and to refrain from interfering with the use of the parking area in the Building by other tenants and their customers, invitees and employees.~~

4. LESSOR'S OWNERSHIP

Lessor warrants and represents itself to be the owner of, or the authorized representative or agent of the owner of, the leased Premises in the form and manner as stated herein, and during the term of this lease covenants and agrees to warrant and defend Lessee in the quiet, peaceable enjoyment and possession of the leased Premises. In the event of any dispute regarding Lessor's ownership, Lessor shall immediately, upon request from and at no cost to Lessee, furnish proof thereof by delivering to Lessee an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

5. WORK REQUIREMENTS ☒ Check applicable provision

☒ None

☐ Prior to the Premises being occupied by Lessee, Lessor agrees to:

All ~~tenant finish~~ alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition.

6. TERM OF LEASE

The term of this Lease shall commence on the **1st** day of **July 2023** and end on **June 30, 2033**, unless terminated sooner, as provided herein.

7. RENT

Lessee hereby agrees to pay to Lessor a term ~~monthly~~ rent as provided below ("Rent") ~~each and every month~~, payable in U.S. Dollars, without further notice and without any setoff or deduction whatsoever, for the full term shown below:

TERM DATE (S)	TERM RENT	MONTHLY RENT	ANNUALIZED SQ. FOOT COST
07/01/2023 - 06/30/2033	\$10.00	N/A	N/A

8. SERVICES AND GOVERNMENTAL CHARGES ☒ Check applicable provision(s)

The Rent paid by Lessee includes the following services and governmental charges:

- | | |
|--|--|
| ☒ NONE | ☐ Snow removal |
| ☐ Real estate taxes | ☐ Telecomm and IT services |
| ☐ Water | ☐ Trash collection and removal |
| ☐ Sewer | ☐ Landscaping services |
| ☐ Heat | ☐ Janitorial services __ days/week |
| ☐ Air conditioning | ☐ Parking per section 3 |
| ☐ Natural gas or other fuel | ☐ Security |
| ☐ Electricity | ☐ Window washing in/outside __ times/yr |
| ☐ Elevator service | ☐ Govt charges or assessments |
| ☐ Storm drainage | ☐ Other: |
| ☐ Telephone | |

SERVICES PAID BY LESSEE: If "NONE" is checked [or if a listed service or governmental charge is not checked], the service or governmental charge is not included in the Rent and is to be paid separately by the Lessee. If Lessee is responsible for payment of water, heat, gas, electricity, sewer, and any other governmental charges or assessments (collectively, the "Utilities") which are assessed, imposed, or become a lien upon the Premises or the contents, or become payable during the term of this Lease, Lessee agrees to contract in its own name for the service and promptly pay all charges and assessments.

If Lessee is responsible for payment of assessment for storm drainage, Lessee shall pay a fractional portion of assessments in an amount proportional to the percentage of the Premises to the property assessed.

Lessee agrees that Lessor shall not be liable for any loss or damage caused by interruption or failure of utility services serving the Premises.

9. PAYMENT OF RENT

Payment is to be made upon execution of this Lease to the Lessor at the offices of:

~~All payments are to be made in advance on the first day of each calendar month during the term of this Lease to Lessor at the offices of:~~

THE STATE OF COLORADO, the DEPARTMENT OF HUMAN SERVICES
1575 Sherman St, c/o Accounting, Department of Human Services
Denver , CO 802303

~~(or at such other place as Lessor may designate in writing from time to time).~~

~~If the term herein commences on a day other than the first day of a calendar month, then Lessee shall pay to Lessor the rental for the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of this Lease.~~

~~If the Rent remains unpaid for a period of ten (10) days, a penalty in the amount of \$_____ [or _____% of the monthly Rent] shall be assessed against Lessee.~~

10. SECURITY DEPOSIT

☒ Check applicable provision(s)

☒ THIS LEASE DOES NOT REQUIRE A SECURITY DEPOSIT.

☐ THIS LEASE REQUIRES PAYMENT OF A SECURITY DEPOSIT AS FOLLOWS:

~~Lessee shall, as of the date of this Lease, deposit the sum of \$_____, the receipt of which is hereby acknowledged, as security for the faithful performance of all terms, conditions, and covenants of this Lease ("Security Deposit"). If Lessee defaults in the performance of any of the provisions of this Lease, Lessor shall have the right, but not the obligation, to use all or a portion of the Security Deposit to remedy any such default. Lessee shall immediately upon request pay to Lessor any and all such expenditures so that Lessor will at all times have the full amount of the Security Deposit as security. Upon the termination of this Lease, Lessee, if not then in default, shall be entitled to the return of the Security Deposit (without interest thereon) or so much thereof as has not been lawfully expended by Lessor.~~

11. TERMINATION – HOLDING AFTER TERMINATION

Upon termination of this Lease, either by lapse of time or otherwise, Lessee shall peaceably surrender the Premises in good condition and repair, except for ordinary wear and tear. Lessee shall remove all personal property upon such termination and shall repair all damage to the Premises caused by such removal.

If Lessee shall fail to vacate the Premises upon expiration or sooner termination of this lease and remain in possession of said Premises, without a written agreement as to such possession, then such holding over shall be deemed to be a tenancy from month-to-month at a new rental of **\$100 per month payable**

~~on the first of each month one hundred fifty (150) percent of the rent being paid by Lessee as of the date of expiration or sooner termination pursuant to the Lease.~~ Such possession shall be subject to all the laws of the State of Colorado applicable to such tenancy and subject to all of the other terms and conditions (except any option to renew) contained in this Lease.

12. MAINTENANCE AND REPAIRS

A. Lessor's Obligations. Lessee has inspected and accepts the Premises in its present condition and acknowledges that the Premises are tenantable and in good condition. Except as provided in this Lease, Lessor shall have no obligation of any kind to make any expenditures of any nature upon the Premises, including damage arising from an act or the negligence of Lessee, its agents or employees. Lessor shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections and repairs or maintenance.

Unless otherwise agreed in writing to the contrary, Lessor shall maintain the exterior of the building, the roof, the structural components of the building, and building systems **(if and where applicable)** in good order and repair, except for damage or injury caused by Lessee or its guests, invitees, agents, or employees, including, without limitation, damage to the heating, plumbing, and electrical systems caused by Lessee's failure to properly operate or provide routine maintenance to the systems, in which case Lessee shall be responsible for all costs of repair or replacement resulting from such action or inaction.

B. Lessee's Obligations. Lessee shall, at its sole expense, maintain, repair, and keep the Premises in good order. In addition, Lessee shall be responsible for the routine maintenance of the heating and plumbing systems and replacement of lights and bulbs **(if and where applicable)**. If Lessor is not required by this Lease to provide snow removal services, Lessee agrees to remove snow, ice or any other obstructions from the sidewalks around the Premises and from parking areas and agrees to keep the Premises clean and in a sanitary condition as required by any applicable laws, ordinances or regulations.

In the event Lessee shall fail to commence any necessary repairs or diligently pursue the completion of any repairs, Lessor, in addition to all other remedies available under this Lease (and without waiving any other remedies) may make the repairs, the cost of which shall become due and payable as additional Rent 30 days after notice to Lessee. Lessee shall not permit, commit, or suffer waste, impairment, or deterioration of the Premises or the improvements thereon or any part thereof, reasonable wear and tear excepted.

13. ALTERATIONS TO PREMISES

Lessee shall not make any structural or non-structural changes or alterations to the Premises without the prior written approval of Lessor, which approval may be withheld at the sole and absolute discretion of Lessor. This includes, but is not limited to, any change or alteration which, in the sole discretion of Lessor, impairs the structural soundness or diminishes the value of the building(s) on the Premises; impacts the exterior appearance of the Premises; changes the interior configuration of the Premises; or adversely impacts the functioning of the wiring, plumbing, heating, air conditioning, sewer, or other similar systems. Such approval by Lessor shall commonly require that when performing approved changes or alterations, Lessee shall: (1) procure all required municipal and other governmental permits; (2) perform all work in a good and workmanlike manner and in compliance with all building and zoning laws, including Colorado State Buildings design and code requirements; (3) provide adequate insurance; and (4) provide indemnification against mechanics' liens.

Lessee shall not erect nor install any exterior or interior window or door signs or advertising media or window or door lettering or placards on any portion of the Premises without the prior written consent of Lessor. Lessee agrees not to use any advertising media that shall be deemed objectionable in

the reasonable opinion of Lessor, including, without limitation, loudspeakers that can be heard outside the Premises.

Lessee shall not install any exterior lighting or plumbing fixtures, shades, or awnings, or any exterior decorations or painting, or build any fences or make any changes to the outside of the Premises without the prior written consent of Lessor. All alterations, additions, improvements, and fixtures that may be made or installed by either of the parties hereto upon the Premises or improvements thereon and which in any manner are attached to the floors, walls or ceilings shall be the property of Lessor and at the termination of this Lease shall remain upon and be surrendered with the Premises as a part thereof.

14. INSURANCE

Lessee shall at its sole cost and expense, during the entire term hereof, carry and maintain the following insurance written as primary policies, exclusive of any coverage Lessor may carry and in the amounts specified below, or at such other amounts as Lessor shall, from time to time, reasonably request, with insurance companies and in a form satisfactory to Lessor:

A. Public liability and property damage liability insurance with a combined single occurrence limit of not less than \$1,000,000 and shall include contractual liability insurance applicable to Lessee's obligations hereunder.

B. Fire and extended coverage insurance covering all of Lessee's equipment, trade fixtures, appliances, furniture, furnishings, and personal property from time to time in, on, or upon the Premises in an amount not less than the full replacement cost without deduction for depreciation.

C. The liability insurance referred to hereinbefore shall name Lessor as an additional insured.

D. A copy of every policy or certificate of insurance pertaining to this provision shall be delivered to Lessor within thirty (30) days of the execution of this Lease. Such insurance shall not be cancelable without thirty (30) days' prior written notice thereof to Lessor and shall permit Lessee to waive its rights of subrogation, which, by execution of this Lease, Lessee hereby waives.

15. ASSIGNMENT AND SUBLETTING

Neither this Lease nor any interest herein may be assigned by Lessee, voluntarily or involuntarily, by operation of law or otherwise. In addition, Lessee agrees that it will not sublet the Premises, or any part thereof, or any interest therein, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. No assignment or subletting shall release Lessee from any responsibility or liability hereunder. Any subletting or assignment in violation of this Section shall be null and void.

16. EMINENT DOMAIN

A. Complete Taking. If the whole or substantially all of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding. For the purpose of this Section, "substantially all of the Premises" shall be deemed to have been taken if a taking under any such proceeding shall involve such an area that Lessee cannot reasonably operate in the remainder of the Premises the business being conducted on the Premises at the time of such proceeding.

B. Partial Taking. If less than substantially all of the Premises shall be taken by eminent domain, Lessor has the option to either (1) terminate this Lease by written notice, or (2) reduce the Rent thereafter due and payable by Lessee in such proportion as the nature, value, and extent of the part so taken bears

to the whole of the Premises. If Lessor chooses the rent reduction option, then Lessor shall, from the proceeds of the condemnation, restore the Premises for the use of Lessee. If the proceeds of the condemnation are not sufficient to properly restore the Premises, then Lessee shall pay any deficiency between the condemnation proceeds and the restoration costs.

C. Award. Any award granted for either partial or complete taking regarding the Premises shall be the exclusive property of Lessor. Notwithstanding the foregoing, should the Lease survive a partial taking, nothing herein shall preclude Lessee from pursuing its separate award.

17. CASUALTY

If the Premises are materially damaged, as determined by Lessor, in its sole judgment, by an act of God, fire, or other catastrophe, then Lessor may terminate this Lease from the date of the occurrence of such damage. If Lessor terminates the Lease, then Lessee shall surrender the Premises and all interest therein, and Lessor may re-enter and take possession of the Premises and remove Lessee therefrom. Lessee shall pay Rent, duly apportioned, up to the time of such termination of this Lease.

Lessor may, however, in the alternative, elect not to terminate this Lease, in which case it shall repair the damage so done with all reasonable speed, and the Rent shall be abated on a pro rata basis only for the period during which Lessee shall be deprived of the use some or all of the Premises by reason of such damage and the repair thereof. The Rent, until the completion of such repairs or restoration, shall abate in proportion to the area of the Premises which is unusable by Lessee.

If the Premises, without the fault of Lessee, shall be slightly damaged by fire or other catastrophe but not so as to render the same untenable, Lessor, after receiving notice in writing of the occurrence of the injury, shall cause the same to be repaired with reasonable promptness; but in such event, there shall be no abatement of the Rent.

18. LESSEE'S PERSONAL PROPERTY

A. Loss or Damage. Lessee agrees that all property of the Lessee, its agents, employees, customers and guests kept or stored on the Premises or in the building shall be the sole risk of the Lessee and Lessor shall not be held liable for any damage or loss to any of Lessee's personal property of any kind or description whatsoever, or for damage or loss suffered by the business or occupation of Lessee caused by (1) bursting, overflowing or leaking of water, sewer, or steam pipes; (2) heating or plumbing fixtures, or from electric wires; (3) from gases or odors; or (4) caused in any other manner whatever, except the gross negligence of Lessor.

B. Removal. If Lessee fails to remove all its effects from the Premises upon abandonment or upon the termination of this Lease for any cause whatsoever, Lessor, at its option, may remove the same in any manner that it shall choose, and store the effects without any liability to Lessee for loss or damage. Lessee agrees to pay Lessor on demand any and all expenses incurred in such removal, including court costs, attorneys' fees, and storage charges. Lessor, at its option and without notice, may sell said effects, or any of the same, at public or private sale, for such prices as Lessor may obtain. The proceeds of such sale may be applied to any amounts due Lessor under this Lease, including removal expense. If said property, or any portion thereof, shall be offered at public auction, Lessor may become the purchaser thereof.

19. DEFAULT PROVISIONS

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

A. Failure to Pay Rent. Lessee failing to pay the Rent or Additional Rent herein required within **30** days from the date when due.

B. Failure to Pay Other Costs. Lessee failing to make any other payments required to be made by Lessee when due, where such failure shall continue for a period of 30 days following written notice from Lessor to Lessee.

C. Failure to Keep Covenants. Lessee failing to perform or keep any of the terms, covenants, or conditions of this Lease, where such failure shall continue for a period of 30 days following written notice from Lessor to Lessee.

D. Abandonment. Lessee abandoning the Premises.

E. Insolvency.

1) Lessee making an assignment for the benefit of creditors, filing a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), being adjudicated an insolvent, filing a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under the Bankruptcy Code or any other present or future statute, law, rule, or regulation, or file an Answer admitting the material allegations of a petition filed against it in any such proceeding, consent to the filing of such a petition, or acquiesce in the appointment of a trustee, receiver, custodian, or other similar official for it or of all or any substantial part of its assets or properties, or take any action looking to its dissolution or liquidation.

2) A case, proceeding or other action is instituted against Lessee seeking the entry of an order for relief against Lessee, to adjudicate Lessee as bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief against Lessee under the Bankruptcy Code or other present or future statute, law, rule, or regulation, which case, proceeding, or other action either results in such entry, adjudication, or issuance, or entry of any other order or judgment having a similar effect or remains undismissed for 60 days, or within 60 days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, custodian, or other similar official for it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.

20. REMEDIES

In the event of an occurrence of default as set forth above, Lessor shall have the right to:

A. Terminate Lease. Terminate this Lease by giving Lessee written notice of such termination. After termination, Lessor shall be entitled to recover from Lessee the amount of unpaid Rent earned at the time of termination and the amount of future unpaid Rent for the balance of the term of this Lease (had the Lease not been terminated by Lessor), the latter of which shall be discounted at the discount rate established at the Federal Reserve Bank of Kansas City, Kansas, at the time of termination; or

B. Sue Monthly. Sue monthly for and recover all Rent, other required payments due under this Lease, and other sums including damages, litigation-related costs and attorney fees at any time and from time to time accruing hereunder (without resuming possession of the Premises or terminating this Lease); or

C. Repossess Premises. After notice, re-enter and take possession of the Premises, expel Lessee and those claiming by, through or under Lessee and remove the effects of both or either (forcibly, if necessary) without being liable for prosecution thereof, without being deemed guilty in any manner of trespass and without prejudice to any remedies for Rent delinquencies or preceding Lease defaults. Lessor may then from time to time, without terminating this Lease, relet the Premises. Such re-entry or taking of possession of the Premises by Lessor shall not be construed as an election on Lessor's part to terminate this Lease unless a written notice of termination is given to Lessee. In the event of Lessor's

election to proceed under this Section, then such repossession shall not relieve Lessee of its obligation and liability under this Lease, all of which shall survive such repossession. Lessee shall pay to Lessor as current liquidated damages the Rent specified in this Lease which would be payable hereunder if such repossession had not occurred, less the net proceeds (if any) of any reletting of the Premises after deducting all of Lessor's expenses in connection with such reletting, including but without limitation all repossession costs, brokerage commissions, legal expenses, and attorneys' fees. Lessee shall pay such current damages to Lessor on the days on which the Rent would have been payable hereunder if possession had not been retaken.

21. ENVIRONMENTAL MATTERS

The parties agree not to use, produce, treat, generate, release, discharge, store, transport, or cause to be transported, or dispose of any hazardous substances at, on, under, in, or about the premises or the building. The term "hazardous substances" shall mean any toxic or hazardous or noxious substance, material, or waste which is regulated by any local government authority having jurisdiction over the Premises, the State of Colorado, or the United States government, including but not limited to:

A. Any oil or petroleum compounds, flammable substances, explosives, radioactive materials, or any other materials or pollutants which pose a hazard to the Premises or to persons on or about the Premises or cause the Premises to be in violation of any environmental laws, including all federal, state and local laws, statutes, regulations, or ordinances relating to the environment, and/or public health and safety ("Environmental Laws");

B. Asbestos or any asbestos-containing material of any kind or character which is now or may potentially become friable;

C. Polychlorinated biphenyls ("PCBs"), as regulated by the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or

D. Any materials or substances now or hereafter defined or designated as: "hazardous substances" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq.; "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; or "chemical substance," "new chemical substance," or "hazardous chemical substance or mixture" pursuant to Sections 3, 6 and 7 of the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., or by any successor statute to these statutes, or by any regulation now or hereafter promulgated pursuant to said statutes or their successors.

Lessee also agrees that it will notify Lessor in writing within ten days of its receipt of any notice of a violation of any Environmental Laws during the term of this Lease. Said notice shall include a copy of such notice of violation.

Lessee shall take no action to disturb or disrupt existing asbestos within the building or the Premises, if any. Should remediation of asbestos be required by an appropriate governmental entity, unless it is the result of Lessee's breach of this provision, either party may terminate this Lease upon 30 days' notice to the other, whereupon all responsibilities of both parties relating to this Lease shall terminate.

22. APPLICABLE LAW

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this lease. Any provision of this lease, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be void and unenforceable in any action at law.

23. TIME FOR PERFORMANCE

Time is of the essence in the execution and performance of this Lease and of all of its provisions.

24. COMPLETE AGREEMENT

This lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless incorporated herein in writing. No novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless in writing and signed by all parties hereto.

25. CAPTIONS, CONSTRUCTION, AND BINDING EFFECT

The captions and headings used in this lease are for identification only, and shall be disregarded in any construction of the lease provisions. All of the terms of this lease shall inure to the benefit of and be binding upon both the Lessor and the Lessee.

26. SEVERABILITY

If any provision of this lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this lease shall remain in full force and effect.

27. NO BENEFICIAL INTEREST

The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

28. NOTICE

Any notice required or permitted by this lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Lessor:
**Colorado Department of Human Services
Division of Facilities Management
4112 S. Knox Court
Denver, CO 80236**

Lessee:
**City of Pueblo
1 City Hall Place
Pueblo, Co 81003**

With a copy delivered to:

Real Estate Programs
1525 Sherman Street, Suite **500**
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

29. LESSOR LIABILITY EXPOSURE

Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

30. LESSEE'S INDEMNIFICATION

~~Lessee agrees to hold harmless and indemnify Lessor from and against any and all losses, damages, liens, claims, demands, debts, obligations, liabilities, fines, penalties, suits or actions, judgments, and costs of any kind whatsoever (including reasonable attorney's fees) related to the use of the Premises, caused by any act, omission or neglect of the Lessee or Lessee's employees, guests, invitees or assignees.~~ **Not Applicable**

31. ADDITIONAL PROVISIONS

None

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

LESSOR

STATE OF COLORADO
Jared S. Polis, Governor
Acting by and through
The Department of Human Services

By: _____

LESSEE:
THE CITY OF PUEBLO

By: _____

Title: _____
Name

(If Corporation)
Attest (Seal)

By: _____
—
Secretary

APPROVED:

STATE OF COLORADO
DEPARTMENT OF PERSONNEL & ADMINISTRATION
REAL ESTATE PROGRAMS

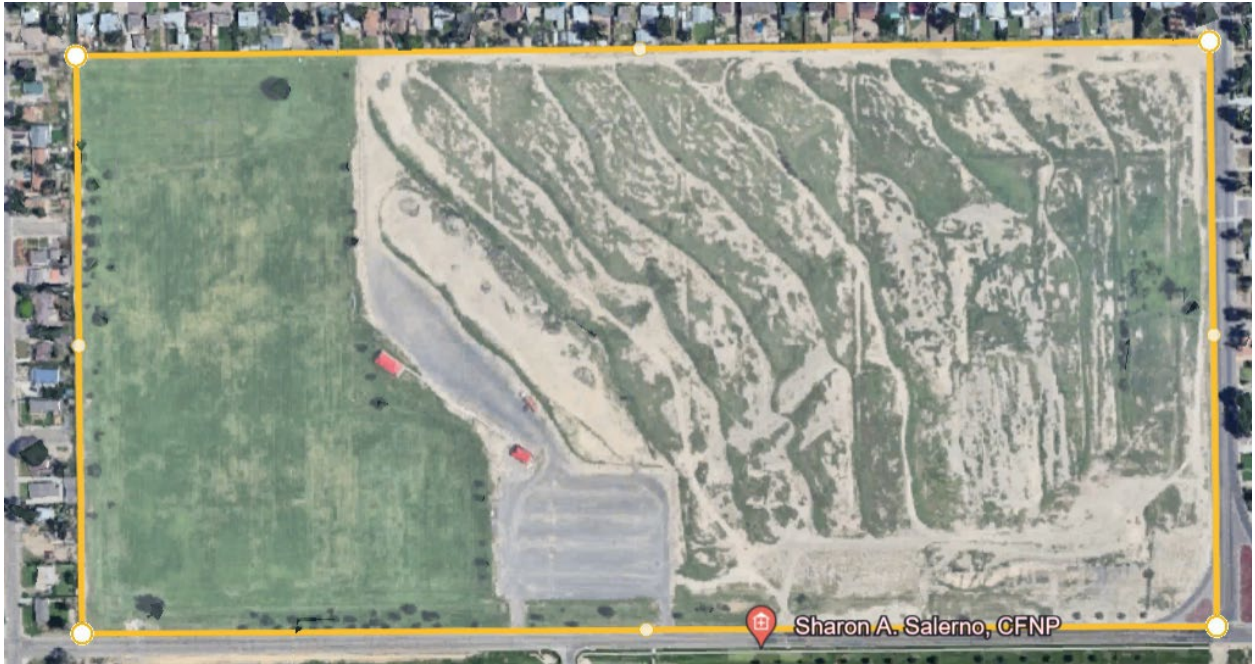
By: _____
—

APPROVED:

STATE OF COLORADO
Philip J. Weiser, Attorney General

By _____

Exhibit A: Property Image



See Property Description Page 1



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AUTHORIZING AMENDMENT NO. 19 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

SUMMARY:

Attached is Amendment No. 19 to the Intergovernmental Agreement between the City and the County of Pueblo, which provides for the administration of the Community Services Advisory Commission (CSAC). This Amendment extends the Agreement until December 31, 2024.

PREVIOUS COUNCIL ACTION:

The City Council has approved the extension of the Agreement every year since 2003.

BACKGROUND:

Prior to 2003, the City and County of Pueblo had separate processes by which they allowed local non-profits to apply for general revenue funds. In 2003, the City and County entered into an agreement that streamlined that process and created the Community Services Advisory Commission. Under the Agreement, Pueblo County administers the funding process. The Agreement is for one year, and it has been renewed each year since 2003.

FINANCIAL IMPLICATIONS:

During the City's budget process, the City Council determines the amount of funding that it will appropriate for the Community Services Advisory Committee. There is no set amount stated in the Agreement. In 2013, the City and County amended the Agreement to allow for a 5% administrative fee to be charged, as opposed to a yearly negotiated

amount. In 2024, the City will contribute \$490,000 and the County contribution will be \$490,000. The CSAC Agreement allows the County a 5% (\$24,500) administrative fee to administer CSAC.

BOARD/COMMISSION RECOMMENDATION:

The Community Services Advisory Commission has made funding recommendations to both the City and the County for delivery of services.

STAKEHOLDER PROCESS:

There are no required or recommended stakeholder processes attached to this action.

ALTERNATIVES:

The City or the County could choose to return to the processes in place prior to 2003, and each entity would undertake its own funding process.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CSAC Amendment 19
2. 2024 CSAC Funding Recommendations

ORDINANCE NO. 10650

AN ORDINANCE AUTHORIZING AMENDMENT NO. 19 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

WHEREAS, City and County have heretofore entered into the Agreement for Community Services Planning, Administration and Accountability Services dated July 14, 2003, (hereinafter "the Agreement") wherein the parties set forth their agreement concerning cooperation in the funding, contracting, and compliance monitoring of non-profit community service organizations; and

WHEREAS, the parties desire to continue the cooperative arrangement for another calendar year and it is therefore necessary and desirable that the Agreement be amended to extend its term for an additional calendar year; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Amendment No. 19 to Agreement for Community Services Planning, Administration, and Accountability dated February 12, 2024 between the City of Pueblo, a Colorado Municipal Corporation, and the Board of County Commissioners of the County of Pueblo ("Amendment"), for community services planning, administration, and accountability services, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Amendment for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The Mayor is hereby authorized to execute CSAC Subrecipient Agreements to implement the 2024 Recommendations of the Community Services Advisory Commission for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 5.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on February 16, 2024.

☐ Disapproved on _____ based on the following objections:



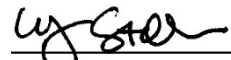
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk

AMENDMENT NO. 19 TO
AGREEMENT FOR COMMUNITY SERVICES PLANNING,
ADMINISTRATION, AND ACCOUNTABILITY SERVICES

THIS AMENDMENT NO. 19 to Agreement for Community Services Planning, Administration, and Accountability Services is made and entered into this _____ day of February 2024, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and the Board of County Commissioners of the County of Pueblo (hereinafter referred to as "County").

WHEREAS, City and County have heretofore entered into the Agreement for Community Services Planning, Administration, and Accountability Services dated July 14, 2003 (hereinafter the "Agreement"), and prior Amendment No's. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 thereto, wherein the parties set forth their agreement concerning cooperation in the funding, contracting, and compliance monitoring of non-profit community service organizations; and

WHEREAS, the parties desire to continue the cooperative arrangement for another calendar year and it is therefore necessary and desirable that the Agreement be amended to extend its term for an additional calendar year.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and conditions set forth herein, the parties agree as follows:

1. The Agreement is amended by revising section 8 (Term of Agreement) thereof to extend the expiration of the term of the Agreement to December 31, 2024, unless sooner terminated as provided in the Agreement.
2. Except as expressly modified by this Amendment No. 19, the Agreement, including all prior Amendments, shall remain in full force and effect. Any obligations remaining to be performed under the original Agreement and prior Amendments by either party, including but not limited to those relating to the services to be performed by County, or the compensation payable therefore, are not waived or excused in any manner, but shall be fully performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 18.

IN WITNESS WHEREOF, City and County have executed this Amendment No. 19 to Agreement for Community Services Planning, Administration, and Accountability Services as of the date first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

ATTEST:

City Clerk

By _____
Mayor

APPROVED AS TO FORM

BALANCE OF APPROPRIATION EXISTS
FOR THIS CONTRACT AND FUNDS ARE
AVAILABLE

City Attorney

By _____
Director of Finance

ATTEST:

COUNTY OF PUEBLO

County Clerk

By _____
Chair, Board of County Commissioners

[S E A L]



**Department of Planning & Community Development
Housing and Citizen Services Division**

2024 Community Services Funding Recommendations	50% City / 50% County
A Caring Pregnancy Center	\$ 36,422.00
Bessemer Historical Society - Steelworks Center of the West	\$ 9,667.00
Bits of Freedom	\$ 3,404.00
Boys & Girls Clubs of Pueblo County	\$ 98,732.00
Care & Share Food Bank	\$ 48,277.00
CASA	\$ 25,381.00
Catholic Charities	\$ 44,347.00
Center for Disabilities - Center Toward Self Reliance	\$ 12,503.00
Colorado Legal Services	\$ 10,433.00
Crossroads Turning Points	\$ 15,518.00
East Side Child Care	\$ 50,901.00
El Pueblo History Museum	\$ 7,904.00
Friendly Harbor Community Center	\$ 11,126.00
Mariposa Center for Safety (fka YWCA)	\$ 53,981.00
MIKID	\$ 22,925.00
Mt. Carmel Veterans Service Center	\$ 21,036.00
Nature & Wildlife Discovery Center	\$ 29,077.00
Posada	\$ 72,703.00
Pueblo Child Advocacy Center	\$ 31,411.00
Pueblo Cooperative Care Center	\$ 35,749.00
Pueblo Diversified Industries	\$ 12,696.00
Pueblo Heritage Museum - Southern Colorado Heritage Center -	\$ 13,029.00
Pueblo Hispanic Education Foundation	\$ 18,685.00
Pueblo Municipal Band	\$ 5,293.00
Pueblo Railway Museum	\$ 8,589.00
Pueblo Rape Crisis Services	\$ 12,211.00
Pueblo Rescue Mission	\$ 59,510.00
SEL Tutoring	\$ 7,367.00
Servicios de la Raza - Behavioral Healthcare Services & Workforce Development	\$ 50,735.00
Southside Children's Center	\$ 53,036.00
The Arc of Pueblo	\$ 8,863.00
SRDA	\$ 63,989.00
AGREEMENT TOTAL, City and County combined	\$ 955,500.00



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE TO APPROVE THE GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND HEALTH COLORADO, INC. FOR COMMUNITY OUTREACH TO CONNECT COMMUNITY MEMBERS TO COMMUNITY RESOURCES AND ACCEPTANCE OF \$80,000 FOR PROGRAM PROJECT PS2402 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

The Grant Agreement, accepted by the Pueblo Fire Department, is for funding two positions who will provide assistance for people to connect to community resources. One position is to assist members of the community by providing telehealth education and connection to resources. The other position is to connect DOTS patients to resources based on their individual needs. The \$80,000 is for program project funds to be placed in project PS2402.

PREVIOUS COUNCIL ACTION:

2022 cooperation agreement with Health Colorado and acceptance of \$42,300 in funds for use in the DOTS program.

BACKGROUND:

The Pueblo Fire Department, working with Health Colorado, Inc. seeks to promote whole person care through healthy neighborhoods bringing together members of physical and behavioral health care along with support services.

FINANCIAL IMPLICATIONS:

Administration of positions.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10651

AN ORDINANCE TO APPROVE THE GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND HEALTH COLORADO, INC. FOR COMMUNITY OUTREACH TO CONNECT COMMUNITY MEMBERS TO COMMUNITY RESOURCES AND ACCEPTANCE OF \$80,000 FOR PROGRAM PROJECT PS2402 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Grant Agreement, attached hereto, after being approved by the City Attorney, is hereby approved, and the grant funds of \$80,000 is to be placed in project PS2402 for use procuring two positions for community outreach, is hereby approved.

SECTION 2.

The Mayor, is hereby authorized to execute said Grant Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Grant Agreement to implement the policies and procedures described therein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on February 16, 2024.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

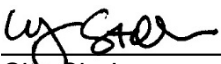
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN COLORADO STATE PATROL AND THE CITY OF PUEBLO RELATING TO THE USE OF THE PUEBLO FIRE DEPARTMENT TRAINING FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This ordinance approves an IGA with Colorado State Patrol and their use of Pueblo Fire training facilities and location. The IGA is attached hereto.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As part of emergency planning and collaboration, the City of Pueblo enters into this agreement with the Colorado State Patrol to allow the sharing of training facilities and equipment thus improving community partnerships and responses.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. City of Pueblo-CSP IGA FINAL
2. City of Pueblo-CSP IGA Exhibit A FINAL

ORDINANCE NO. 10652

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN COLORADO STATE PATROL AND THE CITY OF PUEBLO RELATING TO THE USE OF THE PUEBLO FIRE DEPARTMENT TRAINING FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Intergovernmental Agreement ("Agreement") between Pueblo, a Colorado Municipal Corporation and Colorado State Patrol, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described therein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on February 16, 2024.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

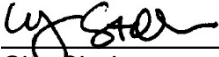
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk

INTERGOVERNMENTAL AGREEMENT

State Agency State of Colorado acting by and through the Department of Public Safety for the use and benefit of the Colorado State Patrol	IGA Number Insert CMS number or Other IGA Number
Local Government Pueblo, a Municipal Corporation	IGA Performance Beginning Date The Effective Date
IGA Maximum Amount Initial Term State Fiscal Year 2024 \$0.00 Extension Terms State Fiscal Year 2025 \$0.00 State Fiscal Year 2026 \$0.00 State Fiscal Year 2027 \$0.00 State Fiscal Year 2028 \$0.00 Total for All State Fiscal Years \$0.00	Initial IGA Expiration Date One Year After the Effective Date IGA Authority Statutory authority to enter into this Agreement exists as set forth at § 24-33.5-201, <i>et seq.</i> , C.R.S. for Colorado State Patrol to enter into this Intergovernmental Agreement
IGA Purpose Sets forth the terms and conditions upon which the Colorado State Patrol will be able to utilize the City Facilities and City Equipment for its Trainees.	
Exhibits and Order of Precedence In the event of a conflict or inconsistency between this IGA and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. The provisions of the other sections of the main body of this IGA; and 2. Exhibit A, Instructor and Trainee Release of Liability Agreement.	
Principal Representatives For the State: Colonel Matthew C. Packard, Chief Department of Public Safety Colorado State Patrol 700 Kipling Street Lakewood, CO 80215 Email: Matthew.Packard@state.co.us For Pueblo: Pueblo Fire Department Attn: Fire Chief 1551 Bonforte Boulevard Pueblo, CO 81001 Email	

**INTERGOVERNMENTAL AGREEMENT
FOR
USE OF PUEBLO FIRE TRAINING FACILITIES**

THIS AGREEMENT (“Agreement” or “IGA”) is made and entered into as of the _____ day of _____, 2024 (the “Effective Date”), by and between the State of Colorado acting by and through the Department of Public Safety (the “State”) for the use and benefit of the Colorado State Patrol (hereinafter referred to as “Permittee”), and Pueblo, a Municipal Corporation, 1 City Hall Place, Pueblo, Colorado (hereinafter referred to as “City”).

WHEREAS, pursuant to its authority under law, Permittee provides fire protection services within its jurisdictional area, and in connection therewith, provides training and education in fire science and fire suppression to its employees and trainees (collectively “Trainees”); and

WHEREAS, City owns and operates a Training Tower and Training Tower Classroom (collectively, “City Facilities”) for the use and training of members of the City’s Fire Department, which City Facilities are not always in use and may be available for training by other governmental units engaged in fire suppression functions; and

WHEREAS, Permittee desires to use the City Facilities in connection with its fire science and fire prevention and protection training provided by Permittee to its Trainees; and

WHEREAS, City is willing, subject to the conditions set forth in this Agreement, to allow use by Permittee of the City Facilities, when not necessary for use by City, in order to cooperate with Permittee in Permittee’s efforts to provide meaningful fire science and fire prevention and protection training to its Trainees; and

WHEREAS, the parties are empowered by § 29-1-203, C.R.S. to enter into this IGA for the purpose of setting forth the manner in which the parties intend to cooperate; and

WHEREAS, the legislative body of Permittee has specifically authorized Permittee to enter into this IGA and has authorized the undersigned representative of Permittee to execute this Agreement on its behalf and thereby contractually obligate and bind Permittee to the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties agree as follows:

1. Subject to the terms, conditions and requirements of this Agreement, City agrees to permit Permittee and its Trainees to use and occupy the following City Facilities when such facilities are not otherwise scheduled for or in use for City’s needs and functions:
 - (a) the Training Tower located at Murray Road, Pueblo, Colorado;

- (b) the classroom located on the Training Tower grounds; and which may be collectively referred to herein as the “City Facilities.”
2. Subject to the terms, conditions and requirements of this Agreement, City also agrees to permit Permittee and its Trainees to use and train with the following City equipment: rescue saws, fire axes, fire hoses and various hand and power tools located at the City Facilities, which is referred to herein as “City Equipment.”
 3. Permittee shall, at all times, have an experienced and qualified training instructor physically present and directly supervising Trainees when Trainees are upon City Facilities and when City Equipment is being used or demonstrated. It shall be the responsibility of Permittee, and not of City, to assure that Trainees are provided with all appropriate safety instruction and training on the operation and use of City Equipment prior to any handling or use of same.
 4. Under no circumstances will Permittee’s Instructors or Trainees be permitted to drive City fire or rescue vehicles nor respond to actual emergency response events to which City personnel may be dispatched.
 5. At all times during the term of this Agreement, Permittee shall be deemed as the State and its Instructors and Trainees shall be its employees and shall not be employees of the City. Permittee is a “public entity” within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S. (the “GIA”) and so long as an exemption does not apply shall be responsible in accordance with law for all withholding taxes, social security, pension, unemployment, workers’ compensation, and other employment taxes with respect to its Instructors and Trainees.

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32)(Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under § 39-26-704(1), *et seq.*, C.R.S. (City Sales Tax Exemption Identification Number 98-03479)(Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales or use taxes, regardless of whether any political subdivision of the State imposes such taxes on the State.
 6. The term of this Agreement shall commence on the Effective Date and shall expire at exactly 11:59 p.m. on the one-year anniversary of the Effective Date; provided, however, that City may terminate this Agreement at any time upon thirty (30) days advance written notice to Permittee. The provisions of sections 5, 9 and 12 shall survive the expiration or termination of this Agreement.
 7. Mutual Agreement by Parties for Burn Room Use. The Burn Room may only be used if the Parties execute a memorandum to this Agreement specifying the terms of use.
 8. If payments for the use of the City Facilities, City Equipment and associated costs are expected to be made by the Permittee, the Parties shall address such costs by an amendment to this IGA.
 9. This Agreement is not intended to, nor shall it create, any duty to any Trainee, Instructor, other Permittee employee, or any other person, firm or entity with regard to the provision of

facilities or equipment by City, nor security, level of safety, or activities undertaken by City's employees or conditions resulting therefrom. No Trainee, Instructor, Permittee employee, or other person, firm or entity shall be granted or have any private right of action, claim or civil liability remedy against the City or Permittee, or their respective officers, employees or agents, by virtue of this Agreement. Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., or to waive any immunities or limitations on liability otherwise available to the City, Permittee, or their officers, employees or agents.

10. For avoidance of doubt, a party's failure or delay in exercising any right, power or privilege under this Agreement/IGA, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of such right, power or privilege.
11. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made by written document signed by the parties. Any delegation or assignment of this Agreement by either party, without the prior written consent of the other party, shall be void.
12. Permittee acknowledges that the use of the City Facilities and City Equipment present inherent dangers and that use of saws, axes, fire hoses and other tools presents inherent risks. The use by Permittee and its Trainees and Instructors of the City Facilities and City Equipment is "AS IS" and in its existing condition, whatever that may be. **NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE BY THE CITY CONCERNING THE SAFETY, USABILITY, OR FITNESS FOR ANY PURPOSE, OF THE CITY FACILITIES AND CITY EQUIPMENT FURNISHED HEREUNDER, AND CITY EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES.**
13. In the event this Agreement or any material provision hereof shall be declared to be invalid, unenforceable, or in violation of any applicable federal, state or local laws or regulations, the parties will immediately begin negotiations to modify or amend this Agreement in order that this Agreement shall, as amended, express and contain the understanding and intentions of the parties.
14. Except as set forth elsewhere in this section, all notices to be given under this Agreement shall be made in writing, and shall be sufficient if delivered personally, or mailed by First Class United States Mail, postage prepaid, to the other party at the following addresses:

If to Permittee: Colorado State Patrol
Attn: Colonel Matthew C. Packard, Chief
700 Kipling Street
Lakewood, CO 80215

If to the City: Pueblo Fire Department
Attn: Fire Chief
1551 Bonforte Boulevard
Pueblo, CO 81001

15. Each party represents and warrants to the other that the execution and delivery of this Agreement, and the performance of such parties' obligations have been duly authorized.
16. This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. THIS AGREEMENT REPRESENTS THE COMPLETE INTEGRATION OF ALL UNDERSTANDINGS BETWEEN THE PARTIES AND ALL PRIOR REPRESENTATIONS AND UNDERSTANDINGS, ORAL OR WRITTEN, ARE MERGED INTO THIS AGREEMENT. PRIOR OR CONTEMPORANEOUS ADDITIONS, DELETIONS, OR OTHER CHANGES TO THIS AGREEMENT SHALL NOT HAVE ANY FORCE OR EFFECT WHATSOEVER, UNLESS EMBODIED HEREIN.
17. To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under § 24-106-107, C.R.S., if any, are subject to public release through the Colorado Open Records Act set forth at § 24-72-200.1, *et seq.*, C.R.S.
18. Insurance.
 - (a) The City is self-insured. The City shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Agreement/IGA, to provide such insurance through an insurance company. To the extent the City requires additional insurance through an insurance company, the City agrees to carry and maintain the following insurance coverage with respect to the City Facilities during the terms of this Agreement/IGA:
 - i. Commercial General Liability Insurance covering operations by, or on behalf of, the City on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$2,000,000 products and completed operations aggregate.
 - ii. Property Insurance covering City Facilities, including the premises, its equipment (City Equipment)(if applicable), and the City's interest in improvements and betterments on an "All Risk" basis, including where appropriate, the perils of Flood and Earthquake. Coverage shall be written with a Replacement Cost valuation and include an agreed value provision.
 - iii. All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A-VII.
 - (b) The State is self-insured. The State shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Agreement/IGA, to provide such insurance through an insurance company. With respect to general liability, the State is self-insured in accordance with the provisions of the Colorado Governmental Immunity Act set forth at § 24-10-101, *et seq.*, C.R.S. and the Colorado Risk Management Act, set forth at § 24-30-1501, *et seq.*, C.R.S.

19. CHOICE OF LAW, JURISDICTION, AND VENUE.

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above. Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the party authorizing such signature.

PERMITTEE:
STATE OF COLORADO
Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

PUEBLO, A MUNICIPAL CORPORATION

By _____

Name: Matthew C. Packard

Title: Chief/Colonel, Colorado State Patrol

By _____

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO

Jared S. Polis, Governor
Department of Personnel & Administration
Tony Gherardini, Executive Director For the Executive
Director

By: _____
Julie Mileham, Director, Office of Risk Management

Date: _____

LEGAL REVIEW

Philip J. Weiser, Attorney General

By: _____
Lori Ann Knutson, First Assistant Attorney General

Date: _____

In accordance with § 24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Tanya Olsen, Controller, Department of Public Safety

Date: _____

Exhibit "A"

Instructor and Trainee
Release of Liability Agreement

I. RELEASE OF LIABILITY AGREEMENT: PARTICIPANT MUST READ CAREFULLY BEFORE SIGNING

In consideration for being permitted to use and occupy certain City Facilities and to use and train with certain City Equipment in connection with instruction provided by [insert name of IGA party], I hereby acknowledge, represent, and agree as follows:

A. I understand that use of said City Facilities and City Equipment and related activities are inherently dangerous and do or may involve risks of death, injury, loss, or damage. I further acknowledge that such risks may include, but not be limited to, bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use of the City Facilities and City Equipment and related activities, including but not limited to the following risks: burns, smoke inhalation, heart attack, back injury, skeletal injuries, hernia, muscular injuries, eye injuries, loss of fingers or limbs, and injuries related to heavy lifting, pulling, pushing and climbing.

_____(Participant initials here)

_____(Participant initials here)

B. I understand and acknowledge that the City of Pueblo, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this **RELEASE OF LIABILITY AGREEMENT**, the monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq., as amended, or otherwise available to the City of Pueblo, its officers, or its employees. I hereby agree that this Release of Liability Agreement extends to all acts of negligence by City, its officers and employees, including negligent rescue operations, and is intended to be as broad and inclusive as permitted by the laws of Colorado.

_____(Participant initials here)

C. I understand and agree that this **RELEASE OF LIABILITY AGREEMENT** shall be governed by the laws of the State of Colorado, and that jurisdiction and exclusive venue for any suit or cause of action under this Release of Liability Agreement shall lie in the district court of Pueblo County, Colorado and I consent to and submit to the jurisdiction of that Court.

_____ (Participant initials here)

D. This **RELEASE OF LIABILITY AGREEMENT** shall be effective as of the date set forth below (or the date signed if the date has not been completed) and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

_____ (Participant initials here)

II. PARTICIPANT SIGNATURE AND DATE:

Trainee/Instructor-Print Name: _____ Date: _____

Trainee/Instructor Signature: _____

Witness: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, Interim City Attorney

SUBJECT: AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$200,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS, INC., FOR EQUIPMENT AND RELATED INFRASTRUCTURE IMPROVEMENTS FOR ITS EMPOWERMENT CENTER AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 C.F.R. § 35.6 (B) (3) (II) (A) (5) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This ordinance approves a subrecipient agreement and grant award of \$200,000 in American Rescue Plan Act ("ARPA") funds for the purpose of making equipment and other infrastructure upgrades to R.M.S.E.R.'s empowerment center to facilitate its Mobile Healthy Food Hunger Relief Project.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024, (to be expended by December 31, 2026).

BACKGROUND:

The attached subrecipient agreement and grant award will be used by Rocky Mountain S.E.R., to make specific improvements and upgrades to its empowerment center to facilitate the Mobile Healthy Food Hunger Relief Project, which will promote improved health outcomes and increase access to healthy foods for persons disproportionately impacted by the Coronavirus within the City.

FINANCIAL IMPLICATIONS:

\$200,000 in ARPA funds are being authorized for payment.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to approve the subrecipient agreement and fund the award for the improvements.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. Subrecipient Agreement - RMSER -Empower Center Upgrades (Draft)

ORDINANCE NO. 10653

AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$200,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS, INC., FOR EQUIPMENT AND RELATED INFRASTRUCTURE IMPROVEMENTS FOR ITS EMPOWERMENT CENTER AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 C.F.R. § 35.6 (B) (3) (II) (A) (5) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Subrecipient Agreement ("Agreement") between Pueblo, a Colorado Municipal Corporation and Rocky Mountain S.E.R./Jobs for Progress, Inc., a Colorado nonprofit corporation., attached hereto, and the Award of ARPA funds from Project No. CI2113 – American Rescue Plan Act is hereby approved.

SECTION 2.

After the Agreement is approved as to form by the Department of Law, the Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds for this Agreement shall be paid from Project No. CI2113 – American Rescue Plan Act.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described therein.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on February 16, 2024.

☐ Disapproved on _____ based on the following objections:


Mayor

Action by City Council After Disapproval by the Mayor:

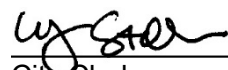
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST


City Clerk

CITY OF PUEBLO, COLORADO
SUBRECIPIENT AGREEMENT
AMERICAN RESCUE PLAN ACT (SLFRF FUNDS)

This Subrecipient Agreement ("Agreement") is entered into by and between the City of Pueblo, a municipal corporation and home rule city formed under the laws of the State of Colorado ("City") and Rocky Mountain S.E.R./Jobs for Progress, Inc., a Colorado nonprofit corporation ("Subrecipient") (individually "Party", collectively "Parties"). The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the City by the Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of City.

WITNESSETH

WHEREAS, City has received SLFRF funds from Treasury under ARPA;

WHEREAS, City is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses, as defined under SLFRF on behalf of City;

WHEREAS, the Subrecipient has applied to City for an eligible use of SLFRF funds;

WHEREAS, based on the Subrecipient's project application for SLFRF funds in the form attached hereto as **Exhibit A**, City has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, City has awarded the Subrecipient SLFRF funds of \$200,000 ("Award"), subject to City and the Subrecipient entering into this Agreement concerning the use of said funds;

WHEREAS, Subrecipient, as an express condition herein, has agreed and proposed to use the funds to make specific improvements and upgrades to facilitate the Mobile Healthy Food Hunger Relief Project, which will promote improved health outcomes and increase access to healthy foods for persons disproportionately impacted by the Coronavirus within the City (hereinafter "Project").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. City shall pay Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application ("Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the

terms of this Agreement shall govern.

- B. Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible uses under ARPA and this Agreement.
- C. Subrecipient may revise the scope of the Project with prior written approval from City's Mayor, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by City unless Subrecipient makes a request for and City's City Council approves additional funds. City, in its sole and absolute discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.
- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The City shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until City determines Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* City shall pay the Award to Subrecipient on a reimbursement of eligible cost basis. Subrecipient shall submit reimbursement requests to the City no later than fifteen (15) days after the end of each calendar month for the duration of the Project. Such requests shall be in a form acceptable to City and include, where applicable for construction projects, certification by Subrecipient's engineer that the amounts are eligible Project costs. Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* City, in its sole and absolute discretion, may elect to pay Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by City. Advance payments

must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.

- C. *Withholding or Cancellation of Funds.* City reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, City may cancel payment of any portion of the Award City, in its sole and absolute discretion, determines to be surplus. City shall be relieved of any obligation for payments if funds allocated to City cease to be available.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the City.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or City for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021, to December 31, 2026, if the obligations are incurred by December 31, 2024, and liquidated by December 31, 2026.
- B. *Reporting Requirements.* Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by City including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. City reserves the right to inspect, at any time, Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA, use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. USE AND DISPOSITION OF PROPERTY

SUBRECIPIENT AGREEMENT AMERICAN RESCUE PLAN ACT (SLFRF FUNDS)
Page 3 of 27

A. Disposition of Expendable/Non-Expendable Real and Personal Property:

- a. The Subrecipient agrees to follow 2 CFR § 200.311 through 200.315 in regard to all real and personal property purchased in whole or in part with funds under this Agreement. These sections of 2 CFR Part 200, Subpart D govern the title, use, management, and disposition of real and personal property, including but not limited to the following:
 - i. Management requirements: The Subrecipient must have procedures in place for managing real property and equipment, whether acquired in whole or in part under a Federal award, until disposition takes place. These procedures at a minimum, must meet the following requirements:
 1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property;
 2. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years;
 3. A control system must be developed to ensure adequate safeguards to prevent property loss, damage, or theft. Any loss, damage, or theft must be investigated;
 4. Adequate maintenance procedures must be developed to keep the property in good condition; and
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- b. Disposition: Barring any changes in regulations for ARPA funds by the Treasury, the Subrecipient must obtain written authorization from the City before disposing of an item of real or personal property with an original cost exceeding \$1,000 (City's threshold) that was purchased with funds disbursed under this Agreement.
 - i. All proceeds from the sale of real or personal property purchased with any funds disbursed under this Agreement must be returned to the City within thirty (30) days of receipt and include a notation of the grant the funds were received under. The Subrecipient agrees City may file the appropriate legal instrument(s) necessary to

protect the City's financial interest and that the City has not waived any rights in property purchased with funds under this Agreement. City will then be responsible for returning the funds to the appropriate Federal agency or using them for a purpose under Federal regulations.

7. RETURN OF FUNDS; RECOUPMENT

Subrecipient shall return any Award funds not obligated by December 31, 2024 to City. The Subrecipient must also return Award funds obligated by December 31, 2024 but not expended by December 31, 2026.

If City determines Subrecipient's use of the Award does not comply with ARPA or this Agreement, City shall provide Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within thirty (30) calendar days of receipt of such notice from Treasury or City, Subrecipient may submit to City either (1) a request for reconsideration requesting the City seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If Subrecipient has not submitted a reconsideration request, or if City denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within thirty (30) calendar days of the request for consideration deadline or the City's denial of the request.

8. PROCUREMENT

A. Subrecipient must have and use documented procurement procedures consistent with Federal, State, local, and tribal laws and regulations and the standards of this section for the acquisition of property or services required under a Federal award or subaward. Additionally, the Subrecipient's documented procurement procedures must conform to the procurement standards identified in 2 CFR § 200.318 through 200.327, including but not limited to the following. If the Subrecipient does not have documented procurement procedures, they must follow the City's procurement policy.

1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents who award and administer contracts supported with Federal funds.
2. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards in 2 CFR § 200.319 through 200.320. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchases as defined in 2 CFR § 200.320 and 48 CFR Part 2, Subpart 2.1.
3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without

unduly limiting competitive bidding.

4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an “as needed basis” and at the “lowest price obtainable”.
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, and information pertaining to advertising. Information will also be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

9. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, City reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency; and
- B. suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, City's right to terminate as provided in Section 8 below. City may also consider performance under this Agreement when considering future awards.

10. TERMINATION

- A. *Termination for Cause.* City may terminate this Agreement for cause if Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
 1. The lack of compliance with the provisions of this Agreement is of such scope and nature City deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 2. The Subrecipient has failed to take satisfactory corrective action as directed by the City or its authorized representative within the time specified by the same; or
 3. The Subrecipient has failed within the time specified by City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

City shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have fifteen (15) calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within fifteen (15) calendar days of receipt of the notice, City may pursue such remedies as are available by law or equity, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by Subrecipient are subject to recoupment by City in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the City unless specifically authorized in writing by the City.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by either Party upon thirty (30) days written notice or by mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified, or limited in any way after the effective date of this Agreement and prior to its normal completion, City may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent City deems the continuation of the Project covered by this Agreement is no longer in the best interest of the public, City may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

11. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by Subrecipient, City will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. Subrecipient shall submit within thirty (30) calendar days after the date of expiration of this Agreement, all financial, performance, and other reports required by this Agreement, and in addition, will cooperate in a Project audit by City or its designee.
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with Subrecipient are completed.

Any unused Award funds in Subrecipient's possession or control shall be immediately returned to City.

12. INDEMNIFICATION

Any Award funds which are determined by City to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, Subrecipient shall indemnify, save, and hold harmless City, its appointed and elected officials, and employees from any liability, loss, costs (including reasonable attorney fees), damage, or expense, incurred because of actions, claims, or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

13. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, committees, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; and the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions in these statutes.

14. CORA DISCLOSURE

To the extent not prohibited by federal or State law, this Agreement and the terms, conditions, and standards required under §24-106-107, C.R.S., if any, are subject to public release through the Colorado Open Records Act.

15. NOTICES

Any notices required to be given by the City or the Subrecipient shall be in writing and delivered to the following representatives for each party:

For City:

Mayor's Office
City of Pueblo
1 City Hall Place
Pueblo, Co 81003

CC: City Attorney

1 City Hall Place
Pueblo, Co 81003
cityattorney@pueblo.us

For Subrecipient:

Rocky Mountain S.E.R./Jobs for Progress, Inc.
ATTN: Christopher W. Hall, Chief Executive Officer
3555 Pecos Street, Denver, CO 80211
chall@rmsr.org

Either Party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Party.

16. NON DISCRIMINATION

In connection with the performance of work under the Agreement, Subrecipient may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, or disability. Subrecipient agrees to comply with all applicable federal and state anti-discrimination laws. The Subrecipient shall insert the foregoing provision in all subcontracts.

17. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

Subrecipient certifies that:

- A. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this agreement in the future.
- B. It will participate in the E-Verify Program, as defined in § 8-17.5-101 (3.7), C.R.S., and confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
- C. It will not enter into a contract with a consultant or subcontractor that fails to certify to Subrecipient that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.
- D. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is

required to comply with all federal requirements related to the use of the E-Verify Program, including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- E. If it obtains actual knowledge that a consultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such consultant or subcontractor and the City within three (3) days. The Concessionaire shall also terminate such consultant or subcontractor if, within three (3) days after such notice, the consultant or subcontractor does not stop employing or contracting with the worker without authorization, unless, during the three days, the consultant or subcontractor provides information to establish that the consultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
- F. It will comply with a reasonable request made during an investigation by the Colorado Department of Labor and Employment under the authority of § 8-17.5102(5), C.R.S.

18. AVAILABILITY OF FUNDS

Financial obligations of the City payable after the City's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

19. PERA LIABILITY

Subrecipient shall reimburse City for the full amount of any employer contribution required to be paid by City to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing services for City under this Agreement. Subrecipient shall fill out the questionnaire attached as **Exhibit D** and submit the completed form to City's Finance Office as part of the signed Agreement.

20. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

21. NO MONETARY DAMAGES AGAINST CITY.

In consideration for City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents, and employees from all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

22. FURTHER ASSURANCE

The Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any ordinance or resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline in the Subrecipient's application. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

23. ASSIGNMENT

Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

24. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

25. VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Code of Ordinances of the City of Pueblo and the ordinances, regulations, and Executive Orders enacted or promulgated pursuant thereto. The Charter and the Code of Ordinances of the City of Pueblo, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the State District Court in and for the City Pueblo, Colorado. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

26. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the part held to be invalid.

27. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this Agreement, no person or entity is an intended third-party beneficiary.

28. PRIOR AGREEMENTS

SUBRECIPIENT AGREEMENT AMERICAN RESCUE PLAN ACT (SLFRF FUNDS)
Page 11 of 27

This Agreement supersedes all prior written or oral agreements, and there are no covenants, conditions or agreements between the Parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved under the City's Charter and Code of Ordinances. In the event of any conflict, variance or disagreement, the terms and conditions of this Agreement shall supersede, govern and control those of any addenda, exhibits, or attachments.

29. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

30. CITY EXECUTION OF AGREEMENT

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by the Pueblo City Council and fully executed by all signatories of the City.

31. FORCE MAJEURE

Neither Party shall be liable to the other, nor shall either Party have any right to terminate this Agreement or assert a claim against the other due to the other Party's failure to perform any of its obligations under this Agreement if the failure is due to reasons beyond the non-performing Party's reasonable control, including but not limited to strikes or other labor difficulties, unavailability of materials, war, riot, civil insurrection, accidents, Acts of God, or governmental preemption in connection with a national emergency.

32. ELECTRONIC SIGNATURES

Subrecipient consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically, in one or more counterparts, in the manner specified by the City. The Parties agree not to deny this Agreement's legal effect or enforceability solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. AUTHORITY TO SIGN

Subrecipient assures and covenants that it possesses the legal authority to enter into this Agreement under any proper, appropriate, and official motion, resolution or action passed or taken. The person or persons signing and executing this Agreement on behalf of Subrecipient do hereby warrant and

covenant that he/she or they have been fully authorized by Subrecipient to execute this Agreement on behalf of the Subrecipient and to validly and legally bind Subrecipient to all the terms, performances, and provisions herein set forth.

[SIGNATURE PAGE & EXHIBITS FOLLOW]

[PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

IN WITNESS OF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE LAST DAY STATED ON THE UNDER THE MAYOR'S SIGNATURE BELOW.

City of Pueblo, Municipal Corporation

By: _____ Date: _____

Nick Gradisar, Mayor

ATTEST:

By: _____ Date: _____

Marisa Stoller, City Clerk

APPROVED AS TO FORM:

Attorney for City of Pueblo

By: _____ Date: _____

City Attorney

SUBRECIPIENT:

Rocky Mountain S.E.R./Jobs for Progress, Inc., a Colorado nonprofit corporation

By: _____
Subrecipient, Christopher W. Hall,
Chief Executive Officer

Date: _____

EXHIBIT A: PROJECT DESCRIPTION

Principal Tasks

The Subrecipient will be responsible for administering the Project for homeless, low-income individuals, who are experiencing hunger or food insecurity. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

1. Use the refrigerated/freezer mobile food trailer to directly provide healthy and nutritious food to Pueblo residents experiencing COVID-19 hardships in food insecure areas.
2. Provide direct access to food in low-income neighborhoods where food insecurities are prevalent.
3. Cooperate with other Pueblo community non-profits to ensure that there is no unnecessary duplication of services. Share the mobile freezer trailer with other local non-profit organizations which are also combatting hunger and food insecurity.
4. Regularly distribute perishable foods such as chicken, hamburger, milk, cheese, chile, fresh fruit and vegetables, to disproportionately impacted neighborhoods to help feed families nutritious, protein-rich meals during the pandemic and its aftermath where food access is limited and financial resources are strained.
5. Use no fewer than three (3) locations in the City of Pueblo, one on the Eastside, Northside and in the Central area which are known as food insecure areas.
6. In addition to the three (3) fixed locations, use the mobile refrigerated/freezer trailer for on-demand food distribution in other areas thereby increasing geographical outreach.
7. Continuously employ and monitor food safety measures when using the refrigerated/freezer and mobile plug-in unit and maintain refrigerated temperatures at 41 degrees and below, at all time
8. Obtain a minimum of three (3) written bids from mobile food trailer vendors and purchase the refrigerated/freezer trailer from a qualified vendor with the lowest price.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

Performance Monitoring:

Subrecipient shall submit all requested information and documents to allow City to monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard

Commented [GH1]: Can you please review the project description and provide the most updated information, including costs from your approved application in the form provided below.

performance shall mean non-compliance with the Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period, not to exceed five (5) calendar days, after being notified, City, in its sole discretion, may initiate contract suspension or termination procedures.

Subrecipient’s performance under this Agreement will be measured by the following data-driven criteria:

- 1. Pounds of healthy nutritious food distributed;
- 2. Number of meals served;
- 3. Number of Seniors served;
- 4. Number of adults served;
- 5. Number of children served;
- 6. Number of families served;
- 7. Total number of Pueblo residents served;
- 8. Number and locations of food distribution sites;
- 9. Number of on-demand food deliveries;
- 10. Number of cooperating non-profit organizations which shared the refrigerated/freezer trailer;
- 11. Zip Codes of food distribution; and
- 12. Number of Volunteers recruited by the Subrecipient.

Detailed Budget:

Subrecipient is allocated \$200,000 in City of Pueblo SLFRF ARPA funds for the following:

- 1.

- 3.

Should the cost of equipment and improvements be greater than \$200,000, Subrecipient shall provide the necessary funds to complete the purchase. If the purchase price is less than \$200,00 Subrecipient shall use the savings for Project purposes only.

Commented [GH2]: Please include the scope of what will be purchased or improved.

EXHIBIT B: SLFRF REQUIREMENTS

1. Applicable Statutes, Rules, and Guidance.

The statutes, rules, and regulations outlined in the Agreement apply to the reporting obligations set forth herein. All terms used herein have the definitions outlined in the Agreement or, if not specified in the Agreement, as outlined in ARPA. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

2. Recipients, Subrecipients, Subawards, and Projects.

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the City is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the City to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

3. Eligible Costs Timeframe.

Under this Agreement, Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021, to December 31, 2026, as long as the obligations are incurred by December 31, 2024, and liquidated by December 31, 2026.

4. Obligations.

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, sub-awards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future

period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier for and in furtherance of the Project; the Agreement between the Subrecipient and the City does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

5. Expenditures.

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34.

However, the definition does not clarify whether the "non-Federal entity" is the recipient or the sub-recipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition does not clarify whether "the entity" is the recipient or the sub-recipient. For a sub-recipient, the service or goods would be delivered to the sub-recipient, and then the sub-recipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, City will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

6. Required Information for Project and Expenditure Reports

Since City is required to submit quarterly or annual Project and Expenditure reports (using the **Assistance Listing Number 21.027**), Subrecipient is required to provide City with the necessary information on the Subrecipient's Project promptly so City can comply with its reporting obligations under ARPA. Subrecipient shall provide necessary information to the City within fifteen (15) days of the end of each quarter to facilitate the City's filing of such reports. City will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide identifying and demographic information (DUNS number, Unique Entity Identifier (UIE) number, or its Taxpayer Identification Number (TIN), and location) to the City to receive ARPA funds.

7. Conflicts of Interest

City understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy applies to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the City or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds per 2 C.F.R. § 200.112. The Office of the

State Controller shall disclose such conflict to Treasury.

8. Maintenance of and Access to Records

- A. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing;
- B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient to conduct audits or other investigations;
- C. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

9. Pre-award Costs.

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

10. Administrative Costs.

Subrecipient may use funds provided under this award to cover direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the City.

11. Cost Sharing.

Cost sharing or matching funds are not required to be provided by Subrecipient.

12. Compliance with Applicable Law and Regulations.

- A. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury under section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, under which the award term outlined in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- d. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- e. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- f. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- i. Generally applicable federal environmental laws and regulations.

C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13. Remedial Actions.

In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as outlined in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

14. Hatch Act.

Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

15. False Statements.

Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

16. Publications.

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the City of Pueblo by the U.S. Department of the Treasury."

17. Debts Owed the Federal Government.

- A. Any funds paid to the Subrecipient (1) over the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation under sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

- B. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt. Treasury will take any actions available to it to collect such a debt.

18. Disclaimer.

- A. The United States expressly disclaims any responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- B. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

19. Protections for Whistleblowers.

- A. Per 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
- a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for Agreement or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Subrecipient, Contractor, or Subcontractor who is responsible for investigating, discovering, or addressing misconduct.
- C. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. Increasing Seat Belt Use in the United States. Under Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company owned, rented or personally owned vehicles.

20. Reducing Text Messaging While Driving.

Under Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT C
DUPLICATION OF BENEFITS CERTIFICATION

To be submitted by the Subrecipient with its reimbursement requests.

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges City has relied on such information to award ARPA assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other funding sources for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all ARPA funds must be repaid to the City if it makes or files false, misleading, or incomplete statements, documents or reimbursement requests.

Month of Reimbursement Request: _____

Signature of Recipient: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT D

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION SUPPLEMENTAL
QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS PERFORMING SERVICES FOR
THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of this Agreement for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No____.
- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes____, No____.

If you answered “yes” please state which of the above entities best describes your business:

- c) If you answered “yes” to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Name

Address

Address

Social Security Number

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered “yes” to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other

compensation paid to you as a PERA Retiree or paid to any employee or independent Agreement or of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future Agreement or other arrangement for services between you and the City of Pueblo.

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: George Hypolite, City Attorney

SUBJECT: AN ORDINANCE FOR SAFE USE OF PUBLIC PROPERTY TO LIMIT
PUBLIC CAMPING AND PROHIBIT TEMPORARY STRUCTURES ON
PUBLIC PROPERTY WITHIN THE CITY OF PUEBLO, COLORADO

SUMMARY:

The following ordinance limits public camping and prohibits the use of temporary structures for housing on public property within the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On or about April 26, 1982, the Pueblo City Council approved Ordinance Number 4964, which made it unlawful for any person to erect any booth tent or other structure in any park by any private person for any purpose, except by written permission.

BACKGROUND:

This ordinance applies to all encampments located on public property where camping is not expressly authorized by the City. This ordinance establishes laws and penalties set forth to prevent health and safety hazards brought on by hazardous wastes such as trash and human feces from its occupants. The city must be entrusted to protect the environment of city land and real estate owned by the people. Occupants of the illegal camps will have the option to move into sheltered bed space or face a fine up to \$1,000.

FINANCIAL IMPLICATIONS:

Fine revenue from this ordinance will be included within the City's general fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this ordinance, camping in public parks will still be unlawful under the municipal code.

RECOMMENDATION:

Councilor Regina Maestri recommends passage of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10645

AN ORDINANCE FOR SAFE USE OF PUBLIC PROPERTY TO
LIMIT PUBLIC CAMPING AND PROHIBIT TEMPORARY
STRUCTURES ON PUBLIC PROPERTY WITHIN THE CITY OF
PUEBLO, COLORADO

WHEREAS, the City Council of the City of Pueblo, Colorado ("Council") is authorized to enact this ordinance pursuant to Section 3-5 of the Pueblo Municipal Charter and C.R.S. § 31-15-401; and

WHEREAS, City Council finds that the purpose of and the intent of this ordinance is to ensure the safe use of public property, to protect those lawfully using public property, preserve public property, promote the safe and lawful use of public property, and promote the public health, safety, and welfare of the citizens, including the residents of the City of Pueblo; NOW, THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Section 11-1-211 is hereby added to Article II of Chapter 1 of Title XI of the Pueblo Municipal Code as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

Sec. 11-1-211. Prohibited Use of Public Property.

(a) No person shall camp on City Property without first having obtained the written permission of the authorized officer of such public property.

(1) A person cannot violate this section where there is no access to other shelter available. Refusal to accept or move to other available shelter, where other shelter is accessible is a per se violation of this Section.

(2) For purposes of section, "City Property" means all land, including, any park, parkway, recreation area, roadway, open space, or any other public property owned by the City of Pueblo.

(3) For purposes of section, "Camp" means to reside or dwell temporarily in a place, with shelter, and conduct activities of daily living, such as eating or sleeping, in such place. Camp does not include temporary residence associated with the performance of governmental services.

(4) For purposes of section, "Shelter" includes, without limitation, any cover or protection from the elements other than clothing.

(5) For purposes of section, "Written Permission" includes a documented

reservation, permit, park pass, or contract.

(6) Failure to provide written permission upon request by an authorized party, including all law enforcement personnel shall be treated as an admission appropriate permission was not obtained.

(b) No person shall erect or use any tent, net, or other temporary structure for the purpose of shelter or storage of property on City Property without first having obtained the Written Permission of the authorized officer of such public property.

(7) For purposes of this section, "Temporary Structure" includes any structure used to shelter a person or property after sundown and all enclosed structures. For purposes of this section, temporary structure does not apply to non-enclosed portable structures designed to provide overhead covering, including umbrellas and awnings.

(8) Failure to provide written permission upon request by an authorized party, including all law enforcement is an admission appropriate permission was not obtained.

SECTION 2.

Section 11-1-212 is hereby added to Article II of Chapter 1 of Title XI of the Pueblo Municipal Code as follows:(brackets indicate matter being deleted, underscoring indicates new matter being added)

Sec. 11-1-212. Violation and Enforcement.

(a) the Pueblo Police Department shall be responsible for enforcement of Section 11-1-211.

(b) Any person who violates Section 11-1-211 shall be subject to the penalties outlined in Section 11-1-103 of this Title.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on February 16, 2024.

☐ Disapproved on _____ based on the following objections:


Mayor

Action by City Council After Disapproval by the Mayor:

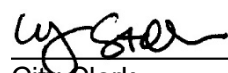
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST


City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: George Hypolite, City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 10 OF TITLE XI AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE REGULATING COMMERCIAL VEHICLE OPERATIONS WITHIN THE CITY

SUMMARY:

The following ordinance would regulate the operation of commercial vehicles on any street within the City and require such operations to be compliant with C.R.S. § 42-4-235.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

This ordinance allows enforcement by Pueblo Police department in case a motor carrier drops off or picks up persons at a location that is not licensed or permitted by the PUC.

This also allows for a penalty if the motor carrier is in violation. The fines will be allocated towards road maintenance and repairs.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this ordinance, motor carrier operations will not be subject to enforcement under the Pueblo Municipal Code.

RECOMMENDATION:

Councilor Regina Maestri recommends passage of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10 OF TITLE XI AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE REGULATING COMMERCIAL VEHICLE OPERATIONS WITHIN THE CITY

WHEREAS, the City, as a Colorado home rule municipality, is authorized to exercise all powers of self-government, as set forth in article 20, section 6 of the Colorado Constitution. Included within these general powers of self-government are the powers necessary, requisite or proper for the government and administration of its local and municipal matters; and

WHEREAS, the City's Home Rule Charter, at section 1-3, specifically provides that the city shall have all powers granted to municipalities under the state statutes, as defined therein. These powers specifically include: (1) the general police powers enumerated in C.R.S. § 31-15-401; and (2) the powers to regulate businesses enumerated in C.R.S. § 31-15-501; and

WHEREAS, the City in order to preserve the health, welfare, and safety of its citizens, City Council has determined it is necessary to regulate the intra-City operations of commercial vehicles; NOW; THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:
SECTION 1.

Section 15-1-16 is hereby added to Chapter 1 of Title XV of the Pueblo Municipal Code to read as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

Sec. 15-1-16 Regulation of commercial vehicles.

(a) No person [or] motor carrier shall operate a commercial vehicle on any street within the City unless such vehicle is in compliance with C.R.S. § 42-4-235, as amended, and the rules and regulations promulgated thereunder.

(b) This Section may be enforced by any law enforcement officer who meets the inspector qualifications set forth in C.R.S. § 42-4-235, as amended, and the rules and regulations promulgated thereunder.

(c) It shall be unlawful for any person to operate a motor vehicle in violation of subsection (a) of this Section.

(d) Any person who fails to comply with any provision of this Section shall be guilty of a violation of this Code and, on conviction thereof, shall be punished by a fine as specified in Section 1-4-20 of this Code.

(e) fines collected based on conviction under this section shall be dedicated and used solely for road, right of way, and other transportation improvements.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$25,707.00 TO COLORADO FRONT RANGE ROOFING, FOR PROJECT NO. 23-162, REPLACE ROOF MEMBRANE ON POPE BLOCK BUILDING GENERATOR ROOM, SETTING FORTH \$4,293.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Colorado Front Range Roofing, for Project No. 23-162, Replace Roof Membrane on Pope Block Bldg. Generator Room.

PREVIOUS COUNCIL ACTION:

Ordinance 10631, passed and approved on January 8, 2024, established a new project account ED2305 - the Pope Block Building Generator Roof Membrane Replacement Project, and budgeted and appropriated funds in the amount of \$30,000 from 41300000-56901, Projects to be Determined to said project account.

BACKGROUND:

This project will consist of replacing the existing membrane roof with a new fully adhered 60 mil white TPO roof.

This Resolution awards the Construction Contract to Colorado Front Range Roofing.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$30,000.00, will be paid from account Project ED2305, Pope Block Membrane Replacement Project.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-162 Bid Summary

RESOLUTION NO. 15502

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$25,707.00 TO COLORADO FRONT RANGE ROOFING, FOR PROJECT NO. 23-162, REPLACE ROOF MEMBRANE ON POPE BLOCK BUILDING GENERATOR ROOM, SETTING FORTH \$4,293.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-162 Replace Roof Membrane on Pope Block Bldg. Generator Room have been received and examined; AND,

WHEREAS, the proposal of Colorado Front Range Roofing, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-162, Replace Roof Membrane on Pope Block Bldg. Generator Room to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-162, Replace Roof Membrane on Pope Block Bldg. Generator Room to be performed, and the contract for said project is hereby awarded to Colorado Front Range Roofing, in the amount of \$25,707.00.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 3.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work.....\$4,293.00

SECTION 4.

Funding, in the amount of \$30,000.00, will be paid from account Project ED2305, Pope Block Membrane Replacement Project

SECTION 5.

The officers of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

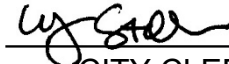
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 12, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 23-162 (ED0801)

Replace Roof Membrane on Pope Block Bldg. Generator Room

RESPONSE DEADLINE: January 17, 2024 at 10:30 am

Report Generated: Monday, January 22, 2024

SELECTED VENDOR TOTALS

Vendor	Base Bid	Bid Alternate No. 1
Colorado Front Range Roofing	\$25,707.00	\$22,235.00
Drury Brothers Roofing Inc	\$36,658.00	\$29,044.00
Weathercraft Co.	\$42,470.00	\$41,122.00
UpTop Roofing	\$43,631.20	\$17,768.06
L.E. Roofing, LLC	\$44,783.98	\$19,544.18
Central States Roofing, Inc.	\$49,373.00	\$45,065.00

EVALUATION TABULATION

IFB No. 23-162 (ED0801)

Replace Roof Membrane on Pope Block Bldg. Generator Room

BASE BID (Table 1 of 2)

BASE BID					Central States Roofing, Inc.		Colorado Front Range Roofing		Drury Brothers Roofing Inc		L.E. Roofing, LLC		UpTop Roofing	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove existing EPDM roof and coverboard	1	LS	\$6,330.00	\$6,330.00	\$7,800.00	\$7,800.00	\$3,020.00	\$3,020.00	\$15,000.00	\$15,000.00	\$3,272.34	\$3,272.34
X	2	Install and fully adhere a new 60 mil white TPO roof	1	LS	\$38,105.00	\$38,105.00	\$13,707.00	\$13,707.00	\$33,138.00	\$33,138.00	\$26,783.98	\$26,783.98	\$18,543.26	\$18,543.26
X	3	Mobilization	1	LS	\$4,938.00	\$4,938.00	\$4,200.00	\$4,200.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$21,815.60	\$21,815.60
Total						\$49,373.00		\$25,707.00		\$36,658.00		\$44,783.98		\$43,631.20

BASE BID (Table 2 of 2)

BASE BID					Weathercraft Co.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Remove existing EPDM roof and coverboard	1	LS	\$7,480.00	\$7,480.00
X	2	Install and fully adhere a new 60 mil white TPO roof	1	LS	\$32,865.00	\$32,865.00
X	3	Mobilization	1	LS	\$2,125.00	\$2,125.00
Total						\$42,470.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Replace Roof Membrane on Pope Block Bldg. Generator Room

Page 2

EVALUATION TABULATION

IFB No. 23-162 (ED0801)

Replace Roof Membrane on Pope Block Bldg. Generator Room

BID ALTERNATE NO. 1 (Table 1 of 2)

BID ALTERNATE NO. 1					Central States Roofing, Inc.		Colorado Front Range Roofing		Drury Brothers Roofing Inc		L.E. Roofing, LLC		UpTop Roofing	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Install and mechanically adhere a new 60 mil white TPO roof	1	LS	\$45,065.00	\$45,065.00	\$22,235.00	\$22,235.00	\$29,044.00	\$29,044.00	\$19,544.18	\$19,544.18	\$17,768.06	\$17,768.06
Total						\$45,065.00		\$22,235.00		\$29,044.00		\$19,544.18		\$17,768.06

BID ALTERNATE NO. 1 (Table 2 of 2)

BID ALTERNATE NO. 1					Weathercraft Co.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	4	Install and mechanically adhere a new 60 mil white TPO roof	1	LS	\$41,122.00	\$41,122.00
Total						\$41,122.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Replace Roof Membrane on Pope Block Bldg. Generator Room

Page 3

EVALUATION TABULATION

IFB No. 23-162 (ED0801)

Replace Roof Membrane on Pope Block Bldg. Generator Room

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Central States Roofing, Inc.	Colorado Front Range Roofing	Drury Brothers Roofing Inc	L.E. Roofing, LLC	UpTop Roofing	Weathercraft Co.
BID GUARANTEE	Pass	Pass	Pass	Fail	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS						
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:						
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Replace Roof Membrane on Pope Block Bldg. Generator Room

Page 4